

## IMPORTANT NOTICE

**NOT FOR DISTRIBUTION INTO THE UNITED STATES, TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED BELOW) OR TO ANY PERSON OR ADDRESS IN THE UNITED STATES**

**IMPORTANT: You must read the following disclaimer before continuing.** The following disclaimer applies to the Offering Circular included in this electronic distribution ("**Offering Circular**"). You are therefore advised to read this disclaimer carefully before reading, accessing or making any other use of the Offering Circular. In accessing the Offering Circular, you agree to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any amendments or supplements to the Offering Circular or other information as a result of such access.

**YOUR CONFIRMATION:** You will only access the Offering Circular on the basis that you have confirmed to Telstra Group Limited (ABN 56 650 620 303) ("**Issuer**"), BNP PARIBAS ("**Arranger**") and the Dealers (as defined in the Offering Circular) that (a) you and any customers you represent are not U.S. persons (as defined in Regulation S under the United States Securities Act of 1933, as amended ("**Securities Act**")) and that the e-mail address that you gave one or more of those persons and to which this e-mail has been delivered is not located in the United States, its territories or possessions, and (b) you consent to the delivery of the Offering Circular, any amendments or supplements to the Offering Circular and other information as a result of accessing the Offering Circular, by electronic transmission.

The Offering Circular has been made available to you in electronic form. You are reminded that documents transmitted in electronic form may be altered or changed during the process of transmission and consequently none of the Issuer, any Guarantor, the Arranger, the Dealers nor any of their respective affiliates, directors, officers, employees, representatives, agents nor any person who controls the Issuer, any Guarantor, the Arranger, a Dealer or their respective affiliates accept any liability or responsibility whatsoever in respect of any difference between the Offering Circular distributed to you in electronic format and the hard copy version.

**NEITHER THE NOTES NOR THE GUARANTEE (EACH, AS DEFINED IN THE OFFERING CIRCULAR) HAVE BEEN, OR WILL BE, REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER JURISDICTION. THE NOTES MAY BE SUBJECT TO U.S. TAX LAW REQUIREMENTS. ANY INITIAL OFFERING OF NOTES WILL BE MADE SOLELY TO NON-U.S. PERSONS IN OFFSHORE TRANSACTIONS PURSUANT TO REGULATION S UNDER THE SECURITIES ACT. SUBJECT TO CERTAIN EXCEPTIONS AS DESCRIBED IN THE OFFERING CIRCULAR, THE NOTES MAY NOT BE OFFERED, SOLD OR DELIVERED, WITHIN DIRECTLY OR INDIRECTLY, THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS.**

Nothing in this electronic transmission is intended to constitute, nor constitutes, an offer or invitation by or on behalf of the Issuer, any Guarantor, the Arranger or a Dealer to any person to subscribe for, purchase or otherwise deal in any of the securities described in the Offering Circular and access has been limited so that it shall not constitute a general solicitation in the United States or elsewhere. If you have gained access to this transmission contrary to the foregoing restrictions, you will be unable to purchase any of the securities described in the Offering Circular. You are reminded that you have accessed the Offering Circular on the basis that you are a person into whose possession the Offering Circular may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located.

**YOU ARE NOT AUTHORISED TO, AND YOU MAY NOT, FORWARD OR DELIVER THE OFFERING CIRCULAR, ELECTRONICALLY OR OTHERWISE, TO ANY OTHER PERSON OR REPRODUCE THE OFFERING CIRCULAR IN ANY MANNER WHATSOEVER. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THE OFFERING CIRCULAR IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.**

**You are responsible for protecting against viruses and other destructive items.** Your use of any form of electronic distribution is at your own risk and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

# OFFERING CIRCULAR



## Telstra Group Limited

(ABN 56 650 620 303)

(incorporated with limited liability in the Commonwealth of Australia)

### €20,000,000,000 Debt Issuance Program

*initially guaranteed in accordance with, and subject to the terms and conditions of, the Guarantee by Telstra Corporation Limited (ABN 33 051 775 556) and Telstra Limited (ABN 64 086 174 781), each incorporated with limited liability in the Commonwealth of Australia*

Telstra Group Limited (“**Issuer**” or “**Telstra**”) may offer from time to time bonds, notes and other debt instruments (together the “**Notes**”) under the Debt Issuance Program (“**Program**”) described in this Offering Circular. Any Notes issued on or after the date of this Offering Circular are subject to the provisions set out in it. The aggregate principal amount of Notes which may be outstanding will not at any time exceed €20,000,000,000 (or the equivalent in other currencies at the date of issue of any Notes), as such limit may be increased pursuant to the Dealer Agreement (as defined in this Offering Circular).

The payments of all amounts due in respect of the Notes will be guaranteed pursuant to the terms of a Victorian law deed poll guarantee dated 22 December 2022 (the “**Guarantee**”), as at the date of this Offering Circular, by Telstra Corporation Limited (ABN 33 051 775 556) and Telstra Limited (ABN 64 086 174 781) (each a “**Guarantor**” and together, the “**Guarantors**” unless released in accordance with the terms of the Guarantee).

In relation to any Tranche (as defined under “Overview of the Program”), the pricing supplement of that Tranche, including the aggregate nominal amount of the Notes of such Tranche, the interest (if any) payable on the Notes of the Tranche, the issue price and any other terms and conditions applicable to such Tranche which are not contained in the standard terms and conditions set out in this Offering Circular will be set out in a pricing supplement (“**Pricing Supplement**”) substantially in the form set out on pages 165 to 179 inclusive of this Offering Circular.

**Notification pursuant to Section 309B of the Securities and Futures Act 2001 (2020 Revised Edition) of Singapore** – In connection with Section 309B of the Securities and Futures Act 2001 (2020 Revised Edition) of Singapore (the “**SFA**”) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “**CMP Regulations 2018**”), unless otherwise stated in the Pricing Supplement in respect of any Notes, all Notes issued under the Program shall be prescribed capital markets products (as defined in the CMP Regulations 2018) 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).

Approval in-principle has been obtained from the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) in connection with the Program and application will be made for approval to deal in, and for the listing and quotation of any Notes that may be issued pursuant to the Program which are agreed at or prior to the time of issue thereof to be so listed on the official list of the SGX-ST (“**Official List**”). Such approval will be granted when any such particular Series (as defined below) of Notes have been admitted to the Official List. There is no assurance that any application to the SGX-ST for such approval will be granted. The SGX-ST assumes no responsibility for the correctness of any of the statements made, opinions expressed or reports contained in this Offering Circular. The approval in-principle from SGX-ST, admission to the Official List, and the listing and quotation of any Notes on the SGX-ST are not to be taken as an indication of the merits of the Issuer, any Guarantor, their respective subsidiaries and/or associated companies (if any), the Program or the Notes. Notes may also be listed and/or admitted to trading or quotation on or by a stock exchange, listing authority or quotation system other than the SGX-ST. Unlisted Notes may also be issued. The relevant Pricing Supplement in respect of the issue of any Notes will specify whether or not such Notes will be listed or not. The Notes must be traded in a minimum board lot size of S\$200,000 (or its equivalent in another currency) for so long as the Notes are listed on the SGX-ST and the rules of the SGX-ST so require.

Application may also be made for Notes issued under the Program to be listed on the ASX markets operated by ASX Limited (ABN 98 008 624 691) (“**ASX**”) and any other stock exchange on which Notes may be listed from time to time as specified in the relevant Pricing Supplement. Unlisted Notes may also be issued under the Program. The relevant Pricing Supplement in respect of the issue of any Notes will specify whether or not those Notes will be listed on a stock exchange and on which stock exchange, if any, the Notes are to be listed. It is expected that, if listed, a particular Tranche of Notes will only be listed on one stock exchange as specified in the relevant Pricing Supplement.

Neither the Notes nor the Guarantee have been, or will be, registered under the United States Securities Act of 1933, as amended (“**Securities Act**”), or the securities laws of any State of the United States or any other jurisdiction. The Notes may be subject to U.S. tax law requirements. Any initial offering of Notes and the Guarantee will be made solely to non-U.S. persons in offshore transactions pursuant to Regulation S under the Securities Act (“**Regulation S**”). Subject to certain exceptions, neither the Notes nor the Guarantee may be offered, sold or delivered, directly or indirectly, within the United States or to, or for the account or benefit of, U.S. persons (see “*Sale and subscription*” on pages 157 to 164 of this Offering Circular).

**IMPORTANT – PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended or superseded,

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 or superseded, the “**Prospectus Regulation**”). Consequently no key information document required by Regulation (EU) No 1286/2014 (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.

**IMPORTANT – 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 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 (as amended or superseded, the “**EUWA**”); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 of the UK (“**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 (“**UK MiFIR**”); 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 (the “**UK Prospectus Regulation**”). 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.

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

A determination will be made in relation to each issue of Notes about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the “**MiFID Product Governance Rules**”), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor any Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules. For the avoidance of doubt, the Issuer is not a MiFID II regulated entity and does not qualify as a distributor or manufacturer under the MiFID II 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 of Notes 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 neither the Arranger nor any Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules. For the avoidance of doubt, the Issuer is not a UK MiFIR regulated entity and does not qualify as a distributor or manufacturer under the UK MiFIR Product Governance Rules.

**Prospective investors should consider the risks outlined in this Offering Circular under “Risk factors” before making any investment decision in relation to the Notes.**

**NO RETAIL PRODUCT DISTRIBUTION CONDUCT** – This Offering Circular and the Notes are not for distribution to any person in Australia who is a retail client for the purposes of section 761G of the Corporations Act. No target market determination has been or will be made for the purposes of Part 7.8A of the Corporations Act.

***Arranger***  
BNP PARIBAS

25 August 2025

## CONTENTS

<b>Important notice</b>	<b>5</b>
<b>Documents incorporated by reference</b>	<b>11</b>
<b>Overview of the Program</b>	<b>13</b>
<b>Risk factors</b>	<b>20</b>
<b>Corporate profile</b>	<b>43</b>
<b>Terms and Conditions of the Notes</b>	<b>50</b>
<b>Description of the Guarantee</b>	<b>112</b>
<b>Australian Taxation Summary</b>	<b>145</b>
<b>Clearing and settlement</b>	<b>150</b>
<b>Summary of provisions relating to Euro Notes while in Global Form</b>	<b>152</b>
<b>Sale and subscription</b>	<b>157</b>
<b>Form of Pricing Supplement</b>	<b>165</b>
<b>General information</b>	<b>180</b>

# Important notice

## Responsibility

This Offering Circular has been prepared by and issued with the authority of the Issuer. The Issuer accepts responsibility for all information contained in this Offering Circular. To the best of the knowledge of the Issuer (which has taken all reasonable care to ensure that such is the case) the information contained in this Offering Circular is in accordance with the facts and does not omit anything likely to affect the import of that information. References in this Offering Circular to the "Offering Circular" are to this document and any documents incorporated in it by reference (see "*Documents incorporated by reference*" on page 11 of this Offering Circular).

The only role of the Arranger, the Euro Fiscal Agent, Paying Agent and Transfer Agent, the CMU Lodging and Paying Agent, CMU Registrar and CMU Transfer Agent, the Euro Registrar and the Australian Registrar (each as defined in the section "*Overview of the Program*") in the preparation of this Offering Circular has been to confirm to the Issuer that the information as to their identity described below and their respective descriptions under the heading "*Overview of the Program*" are accurate as at the date of this Offering Circular. The Arranger has given and not withdrawn its consent to be named in this Offering Circular as the Arranger. The Euro Fiscal Agent, Paying Agent and Transfer Agent, the CMU Lodging and Paying Agent, CMU Registrar and CMU Transfer Agent, the Euro Registrar and the Australian Registrar have given and not withdrawn their consent to be named in this Offering Circular as the Euro Fiscal Agent, Paying Agent and Transfer Agent, the CMU Lodging and Paying Agent, CMU Registrar and CMU Transfer Agent, the Euro Registrar and the Australian Registrar, respectively. Apart from these matters, the Arranger and the Dealers make no representation or warranty, express or implied as to and assume no responsibility or liability for the authenticity, origin, validity, accuracy or completeness of, or any errors or omissions in, any information, statement, opinion or forecast contained in this Offering Circular. The Arranger and the Dealers have not caused or authorised the issue of this Offering Circular.

The Issuer having made all reasonable enquiries, confirms that this Offering Circular contains all information with respect to the Issuer and its subsidiaries (taken as a whole), each Guarantor and the Notes that are material in the context of the issue and offering of the Notes, the statements contained in it relating to the Issuer and each Guarantor are in every material particular true and accurate and not misleading, the opinions and intentions expressed in this Offering Circular with regard to the Issuer and each Guarantor are honestly held by the Issuer, have been reached after considering all relevant circumstances and are based on reasonable assumptions, there are no other facts in relation to the Issuer, its subsidiaries, each Guarantor or the Notes the omission of which would, in the context of the issue and offering of the Notes, make any statement in this Offering Circular misleading in any material respect and all reasonable enquiries have been made by the Issuer to ascertain such facts and verify the accuracy of all such information and statements.

The SGX-ST takes no responsibility for the contents of this Offering Circular, makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this Offering Circular.

## No independent verification

The Arranger and the Dealers have not independently verified all of the information contained in this Offering Circular. Neither this Offering Circular, nor any other information provided in connection with the Program or the Notes, nor any other financial statement is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation or a statement of opinion (or a report of either of those things) by the Issuer, any Guarantor, the Arranger or the Dealers that any recipient of this Offering Circular or any other financial statements should purchase any Notes or any rights in respect of any Notes nor does it constitute an offer or an invitation to subscribe for Notes. Each potential purchaser of Notes should determine (and will be deemed to have done so) for itself the relevance of the information contained in this Offering Circular and make its own independent investigation of the financial condition and affairs of and its own appraisals of the creditworthiness of Telstra and the Guarantors, and its purchase of Notes should be based upon such investigation as it considers necessary. Each potential investor should also have regard to the factors described under the section "*Risk factors*" on pages 20 to 42 inclusive of this Offering Circular. The Arranger and the Dealers do not undertake to review the financial condition or affairs of the Issuer or any Guarantor during the life of the Program nor to advise any investor or potential investor in the Notes of any information coming to the attention of the Arranger or the Dealers relating to the Issuer or any Guarantor. No advice is given in respect of taxation treatment of investors in connection with investment in any Notes and each investor is advised to consult its own professional adviser on the tax implications of an investment in any Notes in their particular circumstances.

## Credit ratings

There are references in this Offering Circular to "credit ratings". A credit rating is not a recommendation to buy, sell or hold the Notes and may be subject to revision, suspension or withdrawal at any time by the relevant credit rating agency. Each rating should be evaluated independently of any other rating.

Credit ratings may be made available only to a person (a) who is not a “retail client” within the meaning of section 761G of the Corporations Act 2001 of Australia (“**Corporations Act**”) and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Part 6D.2 or Chapter 7 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Accordingly, anyone who is not such a person is not entitled to receive this Offering Circular and anyone who receives this Offering Circular must not distribute it to any person who is not entitled to receive it.

The credit ratings assigned to the Issuer and any Notes referred to in this Offering Circular have been or (in the case of Notes to be issued under the Program) may be issued by S&P Global Ratings Australia Pty Limited and Moody's Investors Service Pty Limited.

### **Currency of information**

Neither the delivery of this Offering Circular nor any sale of Notes made in connection with this Offering Circular at any time implies or should be relied upon as a representation or warranty that the information contained in this Offering Circular concerning the Issuer, its subsidiaries and each Guarantor is correct at any time subsequent to the date of the Offering Circular or that any other information supplied in connection with the Program is correct as of any time subsequent to the date indicated. In particular, the Issuer is under no obligation to update this Offering Circular at any time after an issue of Notes.

### **No authorisation**

No person has been authorised to give any information or make any representations not contained in this Offering Circular in connection with the Issuer, its subsidiaries, each Guarantor, the Program or the issue or sale of the Notes and, if given or made, that information or representation must not be relied upon as having been authorised by the Issuer or its subsidiaries or the Arranger or the Dealers.

### **Distribution**

#### **THIS OFFERING CIRCULAR IS NOT FOR DISTRIBUTION OR RELEASE IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED BELOW).**

The distribution of this Offering Circular and any Pricing Supplement and the offer or sale of Notes may be restricted in certain jurisdictions. The Issuer, its subsidiaries, each Guarantor, the Arranger and the Dealers do not represent that this document may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any jurisdiction where action for that purpose is required, or pursuant to an exemption available in that jurisdiction, nor do they assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, its subsidiaries, any Guarantor, the Arranger and the Dealers (except as provided in the next sentence) which would permit a public offering of any Notes or distribution of this Offering Circular in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Offering Circular nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations and, as more particularly set out under the section “*Sale and subscription – Summary of Dealer Agreement*” on pages 157 to 158 inclusive of this Offering Circular, when appointed, the Dealers will represent to the Issuer and each Guarantor that all offers and sales by them will be made on the same terms. Persons into whose possession this Offering Circular or any Notes come must inform themselves about, and observe, all applicable restrictions. For a description of certain restrictions on offers and sales of Notes and on distribution of this Offering Circular see “*Sale and subscription*” on pages 157 to 164 inclusive of this Offering Circular.

In particular:

- no prospectus, product disclosure statement or other disclosure document (as defined in the Corporations Act) in relation to the offer of the Notes has been, or will be, lodged with the Australian Securities and Investments Commission (“**ASIC**”). Notes may not be offered for sale or purchase, nor may applications for the sale or purchase of any Note be invited, in Australia (including an offer or invitation which is received by a person in Australia), and neither this Offering Circular nor any advertisement or other offering material relating to the Notes may be distributed or received in Australia, unless (i) the aggregate consideration payable by each offeree or invitee for the Notes is a minimum of A\$500,000 (or its equivalent in an alternative currency and, in either case, disregarding moneys lent by the offeror or its associates) or the Notes are otherwise issued in a manner which does not require disclosure in accordance with Part 6D.2 or Chapter 7 of the Corporations Act, (ii) the offer or invitation does not constitute an offer to a “retail client” within the meaning of section 761G of the Corporations Act, (iii) such action complies with all applicable Australian laws, regulations and directives in Australia (including, without limitation, the licensing requirements of Chapter 7 of the Corporations Act), and (iv) such action does not require any document to be lodged with ASIC or any other regulatory authority in Australia;

- neither the Notes nor the Guarantee have been, or will be, registered under the Securities Act. The Notes may include Notes in bearer form that are subject to U.S. tax law requirements. The Notes and the Guarantee may not be offered, sold, delivered or transferred, directly or indirectly, within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S), except pursuant to an effective registration statement or in certain transactions exempt from, or not subject to, the registration requirements of the Securities Act, including, without limitation, in accordance with Regulation S. Regulation S provides a non-exclusive safe harbour from the application of the registration requirements of the Securities Act. For more information see “*Sale and subscription – Selling Restrictions – United States of America*” on pages 161 to 162 of this Offering Circular;
- this Offering Circular has been prepared on the basis that any offer of Notes in any Member State of the EEA (each a “**Relevant State**”) or the United Kingdom will be made pursuant to an exemption under the Prospectus Regulation or the UK Prospectus Regulation respectively from the requirement to publish a prospectus for offers of Notes. Accordingly, any person making or intending to make an offer in a Relevant State or the United Kingdom of Notes which are the subject of an offering contemplated in this Offering Circular and the relevant Pricing Supplement in relation to those Notes may only do so in circumstances in which no obligation arises for the Issuer, the Arranger, any Dealer or the Agents to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or the UK Prospectus Regulation respectively;
- no action has been taken by the Issuer, any Guarantor, the Arranger, a Dealer or an Agent which is intended to permit a public offering of any Notes or distribution of this Offering Circular or any Issuer information in any jurisdiction where action for that purpose is required; and
- no Notes may be offered or sold, directly or indirectly, and neither this Offering Circular nor any Issuer information, advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations.

#### **Notice to capital market intermediaries and prospective investors pursuant to paragraph 21 of the Hong Kong SFC Code of Conduct – 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 Guarantors, a CMI or its group companies would be considered under the SFC Code as having an association (“**Association**”) with the Issuer, the Guarantors, the CMI or the relevant group company. Prospective investors associated with the Issuer, the Guarantors 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 Notes subscribed by such private banks as principal whereby it is deploying its own balance sheet 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 Dealers and/or any other third parties as may be required by the SFC Code, including to the Issuer, the Guarantors, 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.

#### **No offer**

Neither this Offering Circular, nor any other information provided in connection with the Program or the Notes, is intended to (nor does it), constitute an offer or invitation by or on behalf of the Issuer, its subsidiaries, each Guarantor, the Arranger or the Dealers to any person to subscribe for, purchase or otherwise deal in any Notes nor does it constitute or is it intended to be used for the purpose of or in connection with offers or invitations to subscribe for, purchase or otherwise deal in any Notes by anyone in any jurisdiction in which such offer or invitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an offering of the Notes or the distribution of this Offering Circular or any applicable Pricing Supplement in any jurisdiction where such action is required.

#### **Forward-looking statements about the Issuer**

This Offering Circular contains and incorporates by reference statements that constitute forward-looking statements. All statements other than statements of historical facts included in this Offering Circular, including, without limitation, those regarding the Issuer’s financial position, business strategy, plans and objectives of management for future operations, are forward-looking statements. Examples of these forward-looking statements include, but are not limited to (i) statements regarding future results of operations and financial condition, (ii) statements of plans, objectives or goals, including those related to products or services, and (iii) statements of assumptions underlying those statements. Words such as “may,” “will,” “expect,” “intend,” “plan,” “estimate,” “anticipate,” “believe,” “continue,” “probability,” “risk,” and other similar words are intended to identify forward-looking statements, but are not the exclusive means of identifying those statements. Such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Issuer, or industry results, 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 the Issuer and the environment in which it will operate in the future. These forward-looking statements speak only as of the date of this Offering Circular. The Issuer expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained in this Offering Circular, or incorporated herein by reference, to reflect any change in the expectations of the Issuer with regard to such forward-looking statements or any change in events, conditions or circumstances on which any such forward-looking statement is based.

#### **Service of Process and enforcement of civil liabilities**

We are organised under the laws of the Commonwealth of Australia. The majority of our directors and officers reside outside the United States, principally in Australia. A substantial portion of our assets, and the assets of our directors, officers and experts, including our independent accountants, are located outside the United States. Therefore, you may not be able to effect service of process within the United States upon these entities or persons so that you may enforce judgments of United States courts against them in the United States based on the civil liability provisions of the United States federal securities laws.

In addition, there are doubts as to the enforceability in Australia, in original actions or in actions for enforcement of judgments of United States courts, of civil liabilities based on United States federal securities laws. Also, judgments of United States courts (whether or not such judgments relate to United States federal securities laws) will not be enforceable in Australia in certain other circumstances, including, among others, where such judgments contravene local public policy, breach the rules of natural justice or general principles of fairness or are obtained by fraud, are not for a fixed or readily ascertainable sum, are subject to appeal, dismissal, stay of execution or otherwise not final and conclusive, or involve multiple or punitive damages or where the proceedings in such courts are of a revenue or penal nature.]

## **Stabilisation**

In connection with the issue of any Tranche (as defined in the section “*Overview of the Program*” on pages 13 to 19 inclusive of this Offering Circular), the Dealer or Dealers (if any) named as the Stabilising Manager(s) (or persons acting on behalf of the Stabilising Manager(s)) in the applicable Pricing Supplement may, outside Australia and on a market operated outside Australia, 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(s)) will undertake any such action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche and 60 days after the date of the allotment of the relevant Tranche. Any stabilisation action or over-allotment shall be undertaken in compliance with all applicable laws, regulations and rules.

## **Legal considerations relating to an investment in Notes**

Legal considerations may restrict certain investments. The investment activities of certain investors are or may be subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult their legal advisers to determine whether and to what extent:

- Notes are legal investments for it;
- Notes can be used as collateral for various types of borrowing; and
- other restrictions apply to its purchase or pledge of any Notes.

Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Notes under any applicable risk-based capital or similar rules.

## **NOTES MAY NOT BE A SUITABLE INVESTMENT FOR ALL INVESTORS**

Each investor must determine the suitability of a potential investment in the Notes in light of their own circumstances. In particular, investors should consider whether (either alone or with the help of a financial adviser) they have:

- sufficient knowledge and experience in financial and business matters to meaningfully evaluate the Notes, the merits and risks of investing in the Notes and the information contained, or incorporated by reference, in this Offering Circular and any applicable supplement or Pricing Supplement; and
- access to, and knowledge of, appropriate analytical tools to evaluate such an investment in the relevant Notes and the merits and risks of such an investment in the context of their particular circumstances.

Each investor (either alone or with the help of a financial adviser) should also:

- understand thoroughly the terms and conditions of the relevant Notes and be familiar with the behaviour of the relevant indices and financial markets;
- be able to evaluate possible scenarios for economic, interest rate and other factors that may affect an investment in the relevant Notes and its ability to bear the applicable risks; and
- have the expertise to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact on the investor’s overall investment portfolio.

In addition, each investor should have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes.

In addition, particular issues of Notes may not be an appropriate investment for investors with respect to:

- the applicable currencies, redemption or other rights or options; or
- investments where a currency of payment and the investor's currency are different.

#### **References to currencies**

In this Offering Circular references to "U.S.\$" and "U.S. dollars" are to the lawful currency of the United States of America, references to "A\$" and "Australian Dollars" are to the lawful currency of the Commonwealth of Australia ("**Commonwealth**" or "**Australia**"), references to "£", "GBP" and "Sterling" are to the lawful currency of the United Kingdom, references to "€" and "euro" are to the currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty on the Functioning of the European Union, as amended, references to "C\$", "CAD" and "Canadian dollars" are to the lawful currency of Canada, references to "S\$" and "SGD" are to the lawful currency of Singapore, references to "¥", "JPY" and "yen" are to the lawful currency of Japan and references to "HK\$", "HKD" and "Hong Kong dollars" are to the lawful currency of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**").

Certain figures and percentages included in this Offering Circular may have been subject to rounding adjustments; accordingly, figures shown in the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

Terms capitalised but not defined in this section have the meaning given to them in the Terms and Conditions of the Notes which can be found on pages 50 to 111 inclusive of this Offering Circular.

## Documents incorporated by reference

### Incorporation of documents by reference

The following documents are incorporated in, and taken to form part of, this Offering Circular:

- Telstra's most recently published Annual Report and Half Year Report from time to time which are publicly available on the internet at the address set out below (and, in each case, together with the related documents in the form of CEO / CFO transcripts, presentation materials and analyst / media briefing materials published by Telstra in connection with the publication of such Annual Report and Half Year Report, respectively (the "**Related Materials**")) (the Annual Report together with the relevant Related Materials, the "**Full Year Results**" and the Half Year Report together with the relevant Related Materials, the "**Half Year Results**");
- all other announcements made by Telstra to ASX from the date of this Offering Circular;
- all other announcements made by Telstra to the SGX-ST from the date of this Offering Circular; and
- all supplements or amendments to this Offering Circular prepared or made available by the Issuer from time to time.

### Annual Report

Pages 101 to 108 of the 2025 Annual Report contain the consolidated financial statements (for the purposes of the Corporations Act) for the financial year ended 30 June 2025. This financial information complies with Australian Accounting Standards and International Financial Reporting Standards issued by the International Accounting Standards Board.

\* \* \* \* \*

Any document incorporated by reference into the abovementioned documents does not form part of this Offering Circular, unless expressly incorporated by reference into this Offering Circular. Any information not mentioned in this section but included in the documents incorporated by reference is given for information purposes only. Investors should review, amongst other things, the documents deemed to be incorporated herein by reference when deciding whether or not to purchase any Notes.

A number of financial measures including EBIT and EBITDA presented by Telstra and included in certain documents incorporated by reference are not defined in accordance with Australian Accounting Standards and International Financial Reporting Standards. Telstra believes that these financial measures provide useful information in measuring its financial performance and condition of the business. However, since not all companies calculate such financial measures in the same manner, investors are cautioned that these are not always comparable to financial measures used by other companies.

### Interpretation of documents incorporated by reference

Documents expressed to be incorporated by reference above shall be incorporated in and form part of this Offering Circular, save that any statement contained in a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Offering Circular to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Offering Circular.

### Documents available online

A copy of this Offering Circular (and any supplements or amendments to this Offering Circular from time to time) may be downloaded from the following website:

[www.telstra.com.au/aboutus/investors/financial-information/debt-investors](http://www.telstra.com.au/aboutus/investors/financial-information/debt-investors)

Our most recent published Full Year Results, Half Year Results and the Telstra Group 2025 Annual Report may be downloaded from the following websites:

[www.telstra.com.au/aboutus/investors](http://www.telstra.com.au/aboutus/investors)

[www.asx.com.au](http://www.asx.com.au)

As at the date of this Offering Circular announcements made by Telstra on ASX may be downloaded from the following website:

<https://www.asx.com.au/asx/v2/statistics/announcements.do>

As at the date of this Offering Circular announcements made by Telstra on the SGX-ST may be downloaded from the following website:

[www.sgx.com/securities/company-announcements](http://www.sgx.com/securities/company-announcements)

\* \* \* \* \*

#### **Internet Site Addresses**

References to internet site addresses or uniform resource locators (“**URLs**”) in this Offering Circular are included as textual references only and the contents of any such internet sites or URLs are not incorporated by reference into, and do not form part of, this Offering Circular.

## Overview of the Program

*This overview must be read as an introduction to this Offering Circular and any decision to invest in the Notes should be based on a consideration of this Offering Circular as a whole, including the documents incorporated by reference and, in relation to any Notes, the applicable Pricing Supplement.*

Words and expressions defined in the “Terms and Conditions of the Notes” below or elsewhere in this Offering Circular have the same meanings in this overview.

**Issuer:** Telstra Group Limited (ABN 56 650 620 303) (LEI 894500WRW54CVN62K416) (a corporation limited by shares and incorporated with limited liability, and operating, under the Corporations Act).

Telstra and its subsidiaries (together, the “**Group**”) comprise a leading telecommunications and technology group, with one of the best known brands in Australia. The Group offers a broad suite of connectivity, media and content to consumers and businesses in Australia, cloud and other technology services to business, enterprise and government customers, as well as connectivity services to carriers globally.

Telstra is the holding company of the Group. Telstra’s primary assets are its interests in its subsidiaries including, as at the date of this Offering Circular, Telstra Limited (ABN 64 086 174 781), Telstra Corporation Limited (ABN 33 051 775 556), Telstra TowerCo No. 2 Pty Ltd (ABN 53 648 133 297) and Telstra International Holdings Pty Ltd (ABN 95 648 133 475).

**Guarantors:** As at the date of this Offering Circular, Telstra Limited (ABN 64 086 174 781) and Telstra Corporation Limited (ABN 33 051 775 556), unless released in accordance with the terms of the Guarantee.

The Guarantee includes provisions which, subject to (at the relevant time) (1) the Group credit rating remaining at least investment grade and (2) no relevant indebtedness above a specified A\$1 billion threshold remaining outstanding at Telstra Corporation Limited which is guaranteed by the Issuer, permit the release of Telstra Corporation Limited from its obligations as a Guarantor under the Guarantee without the consent of Noteholders if the Issuer ceases to own, directly or indirectly, at least 70 per cent of the ordinary share capital of Telstra Corporation Limited. If these early release conditions are satisfied, investors will no longer have recourse to Telstra Corporation Limited as a Guarantor under the Guarantee to repay principal and interest in connection with the Notes and will only have recourse to the Issuer and Telstra Limited (as the remaining Guarantor) for such repayments.

**Guarantee** The Issuer’s obligations under the Notes will be guaranteed by the Guarantors (unless released as described above) in accordance with the Terms and Conditions of the Notes and the Guarantee.

A Tranche or Series of Notes will have the benefit of the Guarantee upon the execution and delivery by the Guarantors of a Guarantee Certificate issued in accordance with the terms of the Guarantee.

For the form of, and certain risks relating to, the Guarantee (including the abovementioned release trigger), see “*Description of the Guarantee*” on page 112 and “*Risk factors – Factors which are material for the purpose of assessing risks associated with Notes issued under the Program – Early release of Telstra Corporation Limited as a Guarantor*” on page 33 of this Offering Circular.

**Risk factors:** Certain factors may affect the Issuer’s or a Guarantor’s ability to fulfil its obligations under the Notes issued under the Program or the Guarantee (as applicable), or are material for the purpose of assessing the market risks associated with Notes issued under the Program. Investors should note that the risks relating to a particular issue of Notes includes risks

relating to Telstra (including the risk that our financial performance could be adversely affected by Australian and offshore trading market conditions and/or related factors, including government and regulatory intervention, the success of our business strategy and competition from other telecommunications companies), the Guarantors, the Guarantee, the market generally (such as economic and political events), general risks relating to the Notes (such as redemption provisions, reinvestment risk and modification and substitution of conditions) and other legal and investment considerations.

**Program size:** Up to €20,000,000,000 (or the equivalent in other currencies at the date of issue of any Notes), as such limit may be increased pursuant to the Dealer Agreement. The Issuer may incur indebtedness otherwise than under this Program and the Guarantors may guarantee such indebtedness.

**Arranger:** BNP PARIBAS.

**Dealers:** As at the date of this Offering Circular, none.

The Issuer may from time to time appoint Dealers either in respect of a particular Tranche or in respect of the Program. The Issuer may also terminate the appointment of any Dealer under the Program by giving at least 30 days' notice. The names of the Dealers participating in respect of a particular Tranche will be set out in the applicable Pricing Supplement.

References in this Offering Circular to "Dealers" are to all persons that are appointed as dealers in respect of the Program generally (and whose appointment has not been terminated) and to all persons appointed as a dealer in respect of a Tranche.

**Euro Fiscal Agent, Paying Agent and Transfer Agent:** Deutsche Bank AG, London Branch.

**Euro Registrar:** Deutsche Bank Luxembourg S.A..

**CMU Lodging and Paying Agent, CMU Registrar and CMU Transfer Agent:** Deutsche Bank AG, Hong Kong Branch.

**Australian Registrar:** Austraclear Services Limited (ABN 28 003 284 419).

**Method of issue:** The Notes may be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a "**Series**") having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a "**Tranche**") on the same or different issue dates. The specific terms of each Tranche will be set out in the relevant Pricing Supplement.

**Issue price:** Notes may be issued at their principal amount or at a discount or premium to their principal amount. Partly Paid Notes may be issued, the issue price of which will be payable in two or more instalments.

The price and amount of Notes to be issued under the Program will be determined by the Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions.

**Form of Notes:** The form of particular Notes will be determined by the Issuer and relevant Dealer(s) prior to their issue.

Except as set out below, the Notes may be issued in bearer form ("**Bearer Notes**") and/or in registered form ("**Registered Euro/CMU Notes**") governed by the laws of England. Each Tranche of Notes will (i) in the case of Bearer Notes, be represented on issue by a temporary global note

which may, in certain circumstances, be exchangeable into definitive notes or a permanent global note which, in turn, may be exchangeable into definitive notes in certain limited circumstances, or (ii) in the case of Registered Euro/CMU Notes, take the form of an entry in a register which will be represented on issue by a global note in registered form (a “**Global Certificate**”) which may, in certain circumstances, be exchangeable into definitive notes. Global Notes may be deposited on the issue date with a common depositary for (and in the case of Registered Euro/CMU Notes in global form, registered in the nominee name of the Common Depositary for) Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking S.A. (“**Clearstream, Luxembourg**”) or, in the case of Bearer Notes or Registered Euro/CMU Notes cleared through the Central Money Markets Unit Service (“**CMU**”), operated by the Hong Kong Monetary Authority (“**HKMA**”), the HKMA. Registered Notes will not be exchangeable for Bearer Notes, and Bearer Notes will not be exchangeable for Registered Notes.

Notes issued in the Australian domestic market (“**Australian Domestic Notes**”) will be issued in uncertificated registered form only and under the laws of the Australian Capital Territory, Australia. On their issue date they will be lodged in the Australian securities clearing and settlement system (“**Austraclear System**”) operated by Austraclear Limited (“**Austraclear**”).

The Issuer may agree with one or more relevant Dealers that Notes may be issued in a form not contemplated by this Offering Circular, as described in the relevant Pricing Supplement. In addition, in the case of such Notes intended to be listed on the SGX-ST (or admitted to trading or quotation on or by another stock exchange, listing authority or quotation system) and, if required by the SGX-ST (or the relevant other stock exchange, listing authority or quotation system), a supplementary Offering Circular will be made available which will also describe the effect of the agreement reached in relation to such Notes.

<b>Deed of Covenant:</b>	Holders of Bearer Notes and Registered Euro/CMU Notes will have the benefit of a deed of covenant dated 23 February 2023 and/or 25 August 2025 executed by the Issuer.
<b>Australian Note Deed Poll:</b>	Holders of Australian Domestic Notes have the benefit of an Australian Note Deed Poll dated 23 February 2023 executed by the Issuer.
<b>Status:</b>	<p>Notes will be issued on an unsubordinated basis only. The Notes are direct, unsubordinated and (subject to Condition 6 (“Negative pledge”)) unsecured obligations of the Issuer and rank equally among themselves and at least equally with all other unsecured and unsubordinated obligations of the Issuer, except for liabilities mandatorily preferred by law.</p> <p>The payment obligations of each Guarantor under the Guarantee shall rank at least equally with all other unsecured and unsubordinated obligations of that Guarantor, except for liabilities mandatorily preferred by law. See also “<i>Description of the Guarantee</i>” on page 112 of this Offering Circular.</p> <p>The Issuer’s obligations under the Notes are not guaranteed by the Commonwealth of Australia or any other government or by any governmental agency.</p>
<b>Currencies:</b>	Any currency indicated in the applicable Pricing Supplement.
<b>Negative pledge:</b>	The Notes will contain a negative pledge provision as described in Condition 6 (“Negative pledge”).
<b>Cross default:</b>	The Notes will contain a cross default provision as described in Condition 26.1(c) (“Event of Default”).
<b>Maturities:</b>	Such maturities as may be agreed between the Issuer and the relevant Dealer(s) as indicated in the applicable Pricing Supplement, subject to any



minimum and maximum maturities prescribed from time to time by relevant laws, regulations and directives.

**Denomination:**

Notes may be denominated in the amounts agreed by the Issuer and the relevant Dealer in compliance with all relevant laws and specified in the relevant Pricing Supplement, provided that:

- (a) the minimum denomination of each Note will be such amount 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 currency in which the Notes are denominated;
- (b) the minimum denomination for Notes admitted to trading on a regulated market in a Relevant State or offered to the public in a Relevant State will be €100,000 (or its equivalent in other currencies as at the date of issue of the Notes); and
- (c) in the case of Notes issued in, or into, Australia (i) the aggregate consideration payable to the Issuer by each offeree must be at least A\$500,000 (or the equivalent in another currency and disregarding monies lent by the Issuer or its associates to the purchaser), or the issue must result from an offer or invitation for such Notes which otherwise does not require disclosure to investors under Part 6D.2 or Chapter 7 of the Australian Corporations Act, and (ii) the issue complies with all other applicable laws.

Unless otherwise permitted by then current laws and regulations, Notes (including Notes denominated in Sterling) with 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 Specified Currencies).

**Fixed Rate Notes:**

Fixed interest will be payable in arrears on the date or dates in each year specified in the relevant Pricing Supplement.

**Floating Rate Notes:**

Floating Rate Notes will bear interest at a rate determined separately for each Series as follows:

- (a) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an ISDA Master Agreement incorporating the latest version of the 2021 ISDA Interest Rate Derivatives Definitions (as published by the International Swaps and Derivatives Association, Inc ("ISDA") as at the Issue Date of the first Tranche of the Notes of the relevant Series) as specified in the applicable Pricing Supplement;
- (b) subject to the application of the fallbacks described in Condition 13 and the benchmark discontinuation provisions described in Condition 14 of the Terms and Conditions of the Notes, on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service specified in the applicable Pricing Supplement; or
- (c) on such other basis as may be specified in the applicable Pricing Supplement.

Interest periods will be specified in the relevant Pricing Supplement. The margin (if any) relating to a floating rate will be agreed between the Issuer and the relevant Dealer(s) for each Series of Floating Rate Notes and will be specified in the applicable Pricing Supplement.

<b>Zero Coupon Notes:</b>	Zero Coupon Notes may be issued at their principal amount or at a discount to it and will not bear interest.
<b>Dual Currency Notes:</b>	Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in the currencies, and based on the rates of exchange, specified in the relevant Pricing Supplement.
<b>Index Linked Notes:</b>	Payments of principal in respect of Index Linked Redemption Amount Notes or of interest in respect of Index Linked Interest Notes will be calculated by reference to the index and/or formula specified in the relevant Pricing Supplement.
<b>Interest Periods and Interest Rates:</b>	The length of the interest periods for the Notes and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum interest rate, a minimum interest rate, or both. Interest accrual periods permit the Notes to bear interest at different rates in the same interest period. All such information will be set out in the relevant Pricing Supplement.
<b>Benchmark Discontinuation:</b>	<p>In the case of Floating Rate Notes:</p> <ul style="list-style-type: none"> <li>(a) where the Floating Rate Notes reference a benchmark other than BBSW, AONIA or SOFR, if the Issuer determines that a Benchmark Event has occurred, the relevant benchmark or screen rate may be replaced by a Successor Rate or, if there is no Successor Rate but the Issuer determines there is an Alternative Rate (acting in good faith and by reference to such sources as it deems appropriate, which may include consultation with an Independent Adviser), such Alternative Rate. An Adjustment Spread may also be applied to the Successor Rate or the Alternative Rate (as the case may be), together with any Benchmark Amendments (which in the case of any Alternative Rate, any Adjustment Spread unless formally recommended or provided for and any Benchmark Amendments shall be determined by the Issuer, acting in good faith and by reference to such sources as it deems appropriate, which may include consultation with an Independent Adviser);</li> <li>(b) where the Floating Rate Notes reference SOFR as the benchmark, if the Issuer determines that a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred, the relevant benchmark will be replaced by the relevant SOFR Benchmark Replacement. Modifications to the Conditions and/or the Agency Agreement which are necessary to implement to SOFR Benchmark Replacement may be made subject to and in accordance with Condition 13.9; or</li> <li>(c) where the Floating Rate Notes reference BBSW or AONIA as the benchmark, if the Issuer determines that a Temporary Disruption Trigger or Permanent Discontinuation Trigger has occurred, the relevant benchmark will be replaced by the relevant Fallback Rate or such other rate as determined pursuant to the Conditions.</li> </ul> <p>For further information, see Condition 14.</p>
<b>Redemption:</b>	The relevant Pricing Supplement will specify the basis for calculating redemption amounts. Unless permitted by then current laws and regulations, Notes (including Notes denominated in Sterling) with 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 must have

a minimum redemption amount of £100,000 (or its equivalent in other Specified Currencies).

**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.

**Optional redemption:** The Pricing Supplement issued in respect of each issue of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or the holders, and if so the terms applicable to such redemption.

**Tax redemption:** Except as provided in “Optional redemption” above, Notes will be redeemable at the option of the Issuer prior to maturity only for tax reasons. See Condition 18.2 (“Early redemption for taxation reasons”).

**Withholding tax:** All payments by or on behalf of the Issuer or the Guarantors in respect of the Notes will be made free and clear of withholding taxes imposed by the Commonwealth of Australia or any political subdivision thereof or any authority therein or thereof having power to tax, unless required by law. In that event, the Issuer or the relevant Guarantor will (subject to certain exceptions) pay such additional amounts as will result in the Noteholders receiving such amount as they would have otherwise received had no withholding or deduction been required. See Condition 24 (“Taxation”).

**Record Date:** In the case of Registered Euro/CMU Notes and Australian Domestic Notes, the date for determining the person to whom a payment of interest shall be made is the close of business on:

- (a) save as provided in (b) below, in the case of Registered Euro/CMU Notes, the fifteenth calendar day before the due date for payment;
- (b) in the case of Registered Euro/CMU Notes cleared through the CMU, at the relevant time as notified to the CMU Lodging and Paying Agent by the CMU in a relevant CMU Issue Position Report or any other relevant notification by the CMU, which notification shall be conclusive evidence of the records of the CMU (save in the case of manifest error); and
- (c) in the case of Australian Domestic Notes, the eighth calendar day before the due date for payment.

*So long as the Notes are represented by a Global Note, the “**Record Date**” shall be the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment where “**Clearing System Business Day**” means a day on which the relevant clearing system is open for business except 25 December and 1 January.*

**Governing law:** Euro Notes (including Registered Euro/CMU Notes) and each Deed of Covenant will be governed by the laws of England. Australian Domestic Notes and the Australian Note Deed Poll will be governed by the laws of the Australian Capital Territory, Australia. The Guarantee is governed by the laws of the state of Victoria, Australia.

**Listing and admission to trading:** Approval in-principle has been obtained from the SGX-ST in connection with the Program and application will be made for approval to deal in, and for the listing and quotation of any Notes that may be issued pursuant to the Program and which are agreed at or prior to the time of issue to be listed on the Official List of the SGX-ST. There is no assurance that any application to the SGX-ST for such approval will be granted.

If the application to the SGX-ST to list a particular Series of Notes is approved, for so long as such Notes are listed on the SGX-ST and the rules of the SGX-ST so require, such Notes will be traded on the SGX-ST

in a minimum board lot size of at least S\$200,000 (or its equivalent in other currencies).

The SGX-ST is not a regulated market for the purposes of MiFID II. The Issuer may also make an application for Notes issued under the Program to be admitted to listing, trading and/or quotation on or by a stock exchange, listing authority or quotation system other than the SGX-ST, including the ASX.

Unlisted Notes may also be issued.

**Selling restrictions:**

The offering, sale, delivery and transfer of Notes and the distribution of this Offering Circular and any other materials in relation to any Notes are subject to restrictions. When appointed, each Dealer will agree to comply with all relevant laws, regulations and directives in each jurisdiction it purchases, offers, sells, distributes or delivers Notes. See the section "*Sale and subscription*" on pages 157 to 164 inclusive of this Offering Circular for specific selling restrictions for the United States of America, the EEA, United Kingdom, Hong Kong, Japan, Singapore, Canada, Australia and Taiwan.

**PRIIPs Regulation:**

No PRIIPs Regulation key information document has been prepared as 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 EEA. Similarly, no UK PRIIPs Regulation key information document has been prepared as 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 UK.

**US selling restrictions:**

Regulation S, Category 2; TEFRA "D" (or TEFRA "C" if specified in the applicable Pricing Supplement).

**No retail product distribution conduct:**

This Offering Circular and the Notes are not for distribution to any person in Australia who is a retail client for the purposes of section 761G of the Corporations Act. No target market determination has been or will be made for the purposes of Part 7.8A of the Corporations Act.

**Use of proceeds:**

The net proceeds of each issue of Notes under the Program will be used by the Issuer for its general corporate purposes.

## Risk factors

*This section contains a description of what the Issuer considers to be principal risk factors that are material to an investment in the Notes. They are not the only risks which the Issuer or a Guarantor faces but are risks the Issuer considers may affect its or a Guarantor's ability to fulfil its obligations under the Notes or the Guarantee, (as applicable). It is possible that the Issuer is not aware of something that may present a risk or that a risk that it does not consider material is or becomes material and, in either case, prevents the Issuer or the Guarantors from fulfilling those respective obligations. The Issuer believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Program, but the Issuer or a Guarantor may be unable to fulfil its obligations under the Notes or the Guarantee (as applicable) for other reasons and the Issuer does not represent that the statements below regarding the risks of holding any Notes are exhaustive.*

*These risk factors may not occur and the Issuer is not in a position to express any view on the likelihood of any one of these risks materialising. However, if any of these risks (or any other event not described below) were to occur, it is possible it could result in an investor losing the value of its entire investment in the Notes or part of it.*

*In this section, "we", "us", "our", "Telstra", and "the Group" all mean Telstra Group Limited, an Australian corporation, and its controlled entities taken as a whole, except where the context requires otherwise.*

*The risk factors described in this section may apply to one or more controlled entities within the Group, and Telstra Group Limited itself. As such, the potential impact on Telstra Group Limited associated with any of these risks occurring will vary depending on the number of entities affected by an event and the degree to which those entities are impacted.*

*Although we refer to risk mitigants in this section, this is not an assurance that any risks or their impacts have been, or are able to be, mitigated or eliminated (in whole or in part). Investors should therefore be aware that it may not be possible to mitigate or eliminate (either fully or at all) risks or their impact.*

### RISKS ASSOCIATED WITH OUR BUSINESS

#### Introduction

Risks associated with our business are relevant to investors because they may adversely affect the value of the Notes and our or a Guarantor's ability to fulfil our or their obligations under the Notes or the Guarantee (as applicable). In addition, if any of these risks materialise, the Group could be subject to legal action or other adverse consequences.

The Issuer is currently the ultimate holding company for all other companies and entities within the Group. The Issuer is not a subsidiary of, nor controlled by, any other company. The Group operates principally in Australia and globally in more than 30 jurisdictions. Whilst the Group is primarily a telecommunications business, it also has interests in other sectors. Our business activities are dependent on the level of products and services required by the customers of our subsidiaries which can be affected by market conditions.

There are risks that could adversely affect our financial performance including risks relating to: our Connected Future 30 strategy; network and IT resilience; people, safety and wellbeing; cyber and physical security of critical assets; privacy and data; market dynamics, competition, and technological acceleration; Artificial Intelligence ("AI"); failure to meet ESG (sustainability) expectations; climate change and extreme weather events; supply chain; portfolio management; financial risks; geopolitical conditions, litigation and enforcement risks, and compliance and regulation.

For example, our financial performance could be adversely affected by a worsening of general economic conditions in the markets in which we operate, which could lead to a decline in customer spending and the use of our mobile, data and other products and services, as well as by Australian and offshore trading market conditions. Technological disruption, including from satellite networks, could also impact on our operations, competitive positioning and ability to adapt.

Further, changes in governmental and regulatory policy may also have an impact on us. In addition to changes in laws and regulations, the policies, practices and enforcement priorities of governments and regulators may change and political developments may have an unexpected or adverse impact on market conditions generally or specifically affect our activities, business or practices.

The importance of continuing to identify, measure and monitor the most material risks to our business is more pronounced than ever.

Managing our material risks well is an important part of our ability to achieve the objectives of our strategy, as well as our ability to enhance customer experience, our reputation, and our financial position.

## Telstra's Connected Future 30 Strategy

### ***The Issuer faces risks related to the delivery of its strategy; failure to execute may hinder future growth and financial performance***

Telstra's current strategy is referred to as "**Connected Future 30**" and was announced in May 2025. This five-year strategy lays out our ambition to be the number one choice for connectivity in Australia, and sees us focus on connectivity and innovating in the core of our business.

Delivering on our strategy is fundamental to our ability to create long-term value. Key risks to successful execution include challenges associated with delivering major programs, adapting to disruption, and maintaining financial performance. These risks arise from the complexity of our strategic initiatives, including digital transformation, network modernisation, customer digitisation, and capability uplift. If not effectively managed, they could impact our ability to deliver on our commitments and realise intended outcomes.

Our ability to execute our strategy is also dependent on us having clear, transparent and timely communications with our stakeholders (including customers, shareholders, investors, government and regulators) about our company and corporate strategy, understanding the views of our stakeholders and maintaining good relationships with them to enable us to execute our strategy as intended. Our ability to execute our strategy may be adversely affected if we are not successful (in whole or in part) in maintaining clear communications and good relationships with relevant parties.

A failure to execute on our Connected Future 30 strategy may hinder our future growth and negatively impact our financial performance.

## **Network & IT Resilience**

### ***The Issuer must prioritise network, technology and energy resilience to meet increasing demand, requiring ongoing investment to ensure resilience of core network and response plans. Failure to do so may lead to reputational or financial impact***

One of our key competitive advantages is the quality, scale, speed, reliability, security, and resilience of our network at a time when society's reliance on technology continues to deepen. Our customers and stakeholders expect us to deliver the reliable, secure uptime needed to enable their connectivity and digital needs.

We recognise the service continuity impacts for our customers that flow from network congestion or outages. Where they occur, these events can be disruptive and frustrating for customers, and cut off access to communications and services. The impact can be significant for Telstra and lead to financial loss, poor stakeholder sentiment, regulatory scrutiny and eroded trust in our brand.

Our network resilience could also be impacted by extreme weather events, threat actors, human error, technology failure and lack of access to reliable power. Ongoing upgrades to our networks and systems -- including transitions across mobile generations such as 5G to 6G and evolving spectrum demands -- introduce additional risk, particularly in the timing, complexity and cost of implementation. Any damage or disruption to our network can be significant for us in terms of financial loss through loss of revenue, costs of remediation and compensation payments to providers or customers, potential regulatory scrutiny, reputational risk and the reduced trust people have in our brand resulting in reduced uptake of our services, or loss of customers, due to customer perceptions of our network and its reliability and reputation. This could result in the costs of maintaining, upgrading and protecting our network being higher than we expect. There is also a risk that recovery or resilience efforts may result in significantly increased capital investment, particularly where accelerated remediation or network rebuilds are required.

We assess and manage these scenarios through our risk management program and seek to mitigate them through a range of strategies and processes that seek to prevent, protect, respond, or recover from such disruptions.

We take a cross-company approach in addressing these risks to manage the end-to-end resilience of key products and services, considering all elements that can potentially impact customer service, including disruptions to our networks and technology.

We also have indicators in place to monitor network and technology resilience, and we remediate and improve our network and technology to progressively improve performance and resilience and reduce technological and systematic risk. However, our systems and processes may not adequately identify and/or assess these risks (in whole or in part), and/or those risks which are identified may not be dealt with adequately or in a timely manner, resulting in network outages or a reduction in service quality, which could adversely affect our reputation with customers, our revenues and financial condition, and the overall performance of the Group and the Issuer.

## People, Safety & Wellbeing

***The Issuer's failure to identify, and either eliminate, mitigate or minimise, health, safety and environment risk may result in harm (to a person or the environment), regulatory interaction, litigation, and or reputational damage***

We make health, safety (including psychosocial safety) and security a priority for all our teams, with a particular focus on our highest risk work. We view each team member as forming part of our "first line of defence" for the management of risks relevant to them and empower both employees and contractors with the training needed to safeguard the execution of their roles. We do not accept behaviours that lead to potential workplace injury, environmental or reputational damage. We regularly review our processes to see how we can uplift our safety practices. We maintain a constant focus on risks that may undermine the health, safety (including psychosocial safety) and security of our staff, contractors and other stakeholders. We promote our health and wellbeing services to increase awareness and understanding of the services available to staff and contractors, including mental health and wellbeing. We embed the expectations of the broader community and our commitment to responsible business practices into all we do, including in our Group-wide "behaviours and habits". These behaviours and habits, which are underpinned by our Code of Conduct and policy framework, aim to create a culture that makes Telstra a great place to work while also staying true to community and regulatory expectations. We also focus on attracting and retaining the right skills to support our strategy and continue to benchmark externally to remunerate our people appropriately.

A failure to identify and either eliminate, mitigate or minimise these health, safety (including psychosocial risks) and environmental risks could affect our reputation with stakeholders and customers, result in a lack of availability of required staff to conduct our operations, and/or expose us to adverse regulatory action or litigation, which may adversely affect the performance of the Group and the Issuer. There is also a risk that responses to health, safety and environmental risks that we implement may not be effective or adequate, and further time and cost may be incurred in responding to these risks.

Beyond health and safety, we view our people as an asset and key to delivering our strategies. We recognise the ongoing importance and scarcity of in-demand skill sets. We place emphasis on attracting and retaining a skilled and engaged workforce, and the importance of continuing to deliver through agile ways of working. These position us to deliver better and faster and give us the ability to adapt rapidly in times of change. However, a failure to retain, train and motivate an appropriately skilled and high-performing workforce that promotes our culture could adversely impact our ability to successfully execute our strategy and increase the risk of performance failures, which may give rise to potential negative regulatory, litigation and financial implications, and adversely affect our reputation and business.

We continue to invest to upskill our people. We continue to commit to a learning strategy focused on developing and upskilling core capabilities to close gaps between our current and future needs, including the use of AI. However, our employee value proposition may ultimately not be sufficient to successfully attract and retain sufficient skilled and engaged staff to support our operations and achieve our strategy goals (in whole or in part), or it may take longer and cost more to do so than we have planned, which may adversely affect the performance of the Group and the Issuer.

## Cyber and Physical Security

***The Issuer may be subject to cyber attacks, physical attacks on critical assets, and other cyber and physical risks and threats. If these events occur, the Issuer may not be able to detect and/or respond to these threats adequately and in a timely manner***

The threat environment for both cyber and physical security continues to increase in scale, complexity and consequence. Failure to effectively manage these risks presents a material threat to Telstra's infrastructure, services, and brand -- enabling potential crime, espionage, sabotage or disruption at an unprecedented pace and reach. As a provider of critical infrastructure, we continue to operate in a heightened threat posture, driven by escalating geopolitical tensions, the evolving tactics of state-based actors and cyber criminals, and increased exposure across our physical footprint and digital platforms.

We monitor external and internal threats and the broader geopolitical environment to identify novel forms of cyber and physical threats. Local and international threat actors may target large Australian organisations, including Telstra, and their information and network assets. We aim to protect against adverse events wherever possible, but where these take place, our approach is designed to enable quick detection and response, manage compliance obligations, and respond with proactive communication.

Cyber and physical attacks could result in equipment failures, disruptions in our operations or network, and leakage and unauthorised dissemination of sensitive information about the Group and our customers. Failure to protect customer and/or employee information, either by not exercising due care over who is able to access our customer

and/or employee data, or unauthorised disclosure of that data, could result in privacy breaches, identity theft or impersonation. This may also take place in the context of our supplier and partner relationships. Our inability to provide services to our customers as a result of, and the costs to remedy the damage arising from, such events may result in significant expense, loss of market share, regulatory action, customer claims and reputational damage.

We have developed comprehensive response plans to respond to the threats we face and continuously review our infrastructure and systems to strengthen the integrity of the Telstra network and the safety of our customers. We have physical site remediation programs as required under national critical infrastructure laws, including access management system upgrades, annual inspection cycles and uplifted monitoring systems.

We use a wide range of technologies and controls to minimise both the likelihood and impact of unauthorised access to our networks and systems. These include logging and monitoring capabilities to pre-empt and proactively prepare for threats, and industry-standard infrastructure configurations. We invest in our security capabilities, maintaining and enhancing existing technologies to stay ahead of new threats, and deploy new technologies to help us adapt to the range of changing security and scamming threats. There is a risk that the amount of expenditure made to address these risks is insufficient, or that any measures, technologies and controls implemented through that expenditure do not adequately or successfully address those risks, which could adversely impact the Group and the Issuer.

Our approach to cyber security risk management requires that the appropriate oversight and ongoing risk management be applied to IT systems and data. This includes technical reviews of projects and solutions, as well as due diligence of third parties to test the presence and effectiveness of security controls at critical points.

Internally, we also conduct employee awareness and phishing simulation programs, complemented by mandatory training modules and targeted refresher campaigns. We have a focus on the expansion of independent cyber maturity assessments, red team exercises (where independent testing teams simulate attack scenarios), bug bounty programs (that reward external experts for identifying vulnerabilities), and breach scenario testing to strengthen detection and response capabilities.

Nevertheless, our data, information and network security measures, processes, training programs and recovery and response plans outlined above and below may ultimately not be adequate or effective to prevent, identify or respond (in whole or in part) to the risk of cyber and physical attacks described in this section or more generally. While we have embedded multiple layers of defence and redundancy into the design of our networks -- including segmentation, fallback mechanisms and proactive monitoring -- no system is immune to evolving cyber threats. A failure to effectively or successfully prevent, identify or respond (in whole or in part) to these risks and threats could affect our reputation with stakeholders and customers, disrupt critical operations, and/or expose us to regulatory action or litigation, any of which may adversely affect the performance of the Group and the Issuer.

## **Privacy and Data**

***The Issuer faces heightened expectations from customers and scrutiny from regulatory stakeholders to protect confidential information, with any breach posing significant risks to our business and reputation***

Privacy and data-related risks remain elevated across the community, regulatory and media landscapes. Telstra faces growing exposure to reputational harm, regulatory penalties, litigation and loss of customer confidence in the event of a data breach or failure to meet evolving privacy expectations. This risk is amplified by the increasing complexity of our digital operations, the volume of personal information handled, and rapid advances in technologies such as AI.

Despite current privacy standards and legal frameworks, there is a risk that these may not keep pace with emerging threats or stakeholder expectations. A failure to prevent, identify or respond to a privacy incident could materially impact the Issuer and the Group.

More information in relation to privacy is contained in our Sustainability Report which is published periodically on our website: <https://www.telstra.com.au/sustainability/report>.

## **Market dynamics and technological acceleration**

***The Issuer faces risks from market dynamics and technological acceleration, which could impact its operations, competitive positioning and ability to adapt, potentially affecting financial performance and strategic objectives***

The telecommunications and technology sectors are undergoing sustained disruption, shaped by rapid shifts in customer expectations, emerging technologies and intensified competitive pressures. While some structural challenges have persisted over time, others strike at the core of legacy operating models -- particularly the ongoing



decline of traditional high-margin connectivity products and the acceleration toward cloud-based, software-defined and AI-enabled services.

This has led to a growing convergence between telcos and technology players, with Telstra now competing against global-scale technology firms in Network Applications and Services (one of our business areas). These dynamics may place downward pressure on margins and revenue in some segments, and could, if not carefully managed, materially impact the Group's broader financial performance.

Compounding these risks is the proliferation of next-generation technologies -- including generative AI, advanced automation, satellite connectivity (e.g. Low Earth Orbit ("LEO") networks), and large-scale digitisation across industries. These developments create opportunity, but also introduce complexity, system risk, regulatory scrutiny and the need for accelerated change, any of which could adversely affect the Issuer and the Group if not effectively addressed.

To mitigate these risks and maintain a strategic advantage, under the Connected Future 30 strategy we are sharpening focus on three core layers of value creation: Customer Engagement, Network as a Product, and Digital Infrastructure. Each layer reflects a distinct commercial model and is supported by investment in enabling capabilities including technology leadership, simplification, and disciplined capital allocation. Notwithstanding the above focus and investment, there is a risk that our approach does not adequately or successfully mitigate these risks (in whole or in part), which could adversely impact the Group and the Issuer, including our ability to maintain a strategic advantage.

We are also redesigning how we create and capture value from our network, investing in scalable digital infrastructure, and strengthening our competitiveness across both traditional and emerging service domains. By approaching our business through these strategic layers -- and with clear targets for network performance, customer outcomes and earnings growth -- we are positioning Telstra to respond with agility to market shifts, protect long-term value and deliver on our purpose to build a connected future so everyone can thrive.

The ongoing digitisation in all sectors has the potential to generate growth, innovation, welfare and sustainability, but comes with challenges and risks as diverse as its impact on people, its security implications, potential for system outages, compliance incidents and the costs of change, all of which may have an adverse effect on the Issuer and the Group. A failure to effectively mitigate these risks may materially impact the Group's broader financial performance.

## **Artificial Intelligence**

***The Issuer may fail to adapt to or leverage AI opportunities and standards, which could lead to competitive disadvantage, litigation or financial and reputational damage***

AI and related technologies, including machine learning and automation, are evolving rapidly and reshaping industries. Like many organisations, Telstra is actively exploring and deploying AI to improve customer experience, optimise network performance, and drive greater efficiency across operations. The potential benefits of AI-- including more dynamic, resilient and adaptive networks -- are significant. However, these opportunities are accompanied by complex risks relating to data governance, model transparency, regulatory compliance, and the ethical use of emerging technologies.

We remain focused on satisfying stakeholder and regulatory expectations in connection with AI, recognising that the misuse of AI -- or a failure to safeguard against unintended consequences -- could significantly erode trust in our systems, data, and decision-making.

As part of our Connected Future 30 strategy, we are investing in AI as a core enabler of our long-term competitiveness and digital leadership. A key component of this investment is our recently announced joint venture with Accenture, which brings together Telstra's data and AI capabilities with Accenture's global investment, tools and AI expertise.

However, there is no guarantee that our investment in AI will generate the intended operational or financial outcomes. Inadequate risk identification, model oversight or control failures could expose the Issuer and the Group to regulatory action, litigation, reputational damage or loss of competitive advantage. In addition, public concern about the impact of AI on jobs and workforce displacement may contribute to resistance or hesitation in adopting AI technologies -- both within Telstra and more broadly across the Australian economy -- potentially slowing the pace of innovation or undermining stakeholder support. As AI becomes more embedded in critical systems and customer-facing functions, the importance of robust governance, agility in responding to regulatory change, and continued investment in capability uplift will be essential to managing these risks.

## **Failure to meet ESG (sustainability) expectations**

***The Issuer faces rising, complex, and evolving regulatory and stakeholder environmental, social and governance (“ESG”) expectations. Failure to meet these standards risks damaging our reputation and incurring negative regulatory and financial outcomes***

The long-term success of our business is closely connected to the wellbeing of the communities and environments where we operate and we are subject to increasing, complex and changing regulatory and stakeholder ESG expectations. The risks associated with not conducting our business responsibly and sustainably can be extensive. We risk eroding community and customer trust and damaging our reputation with stakeholders through negative regulatory and financial outcomes. This could also adversely impact our ability to attract and retain appropriately qualified and experienced staff.

We seek to manage these risks by monitoring our sustainability commitments and reporting our progress to our governance forums to demonstrate that we are accountable, maintaining our leadership intent and effectively integrating sustainability across our businesses. We also proactively engage with various stakeholder groups, including customers and customer representative bodies, shareholders, investors, governments and regulatory bodies, and communities to understand key ESG risks and opportunities, and also where focus is required. If we do not meet our ESG targets or commitments, we risk reputational damage and incurring negative regulatory and financial outcomes.

Information about our most significant sustainability commitments, actions and impacts is published periodically on our website: <https://www.telstra.com.au/sustainability/report>.

## **Climate Change and extreme weather events**

***The Issuer is exposed to the impacts of climate change, including severe weather events, which may have a material adverse effect on its business and may impose further obligations on the business***

Weather events are becoming more frequent, unpredictable and significant in their impact due to climate change. They frequently disrupt power supplies in Australia, which directly impacts Telstra's ability to maintain its services at times. More generally, the changing climate presents an ongoing direct physical risk to both our infrastructure and operations.

While we have undertaken physical risk analysis for our Australian above ground infrastructure with respect to several climate hazards, including bushfires, wind exposure from cyclones, and chronic temperature rise, the actual impact of these events may differ significantly from our assessment. Due to the extent, nature and location of physical impacts of climate change, there is a risk that the costs of responding to the impacts of such events may exceed our expectations. These climate change impacts, and others that we cannot presently foresee or quantify, may give rise to significant costs to the Issuer and the Group, and materially affect our asset value, operating costs, service provision and reputation. We may also be exposed to other climate-related transition risks such as changes in domestic and international policies and laws, disorderly energy transition, changes in consumer needs or preferences and disruptions in global markets. These climate change risks may impact our assets, operating costs, capital expenditure, reputation, regulatory obligations and supply chains.

## **Supply Chain Risks**

***The Issuer faces the risk of ensuring supplier compliance with our requirements. Failure to do so may compromise our ability to meet legal obligations, including community standards such as modern slavery***

We are dependent on many third-party suppliers globally to source network infrastructure and other equipment (including customer hardware, such as mobile handsets), as well as network related and other significant support services. Our dependence on these third-party suppliers for support and delivery of core business functions and customer service means that supply chain incidents, issues, single points of failure and cyber attacks on our suppliers could impact their ability to provide these services, causing significant impacts to our customers. The withdrawal or removal from the market of one or more major third-party suppliers could also adversely affect our operations and could require additional capital or operational expenditures. In addition, commercial counterparties such as our suppliers, contractors and customers, may not comply with the standards we apply, causing adverse reputational, legal and financial impacts.

We face an ongoing risk of not effectively managing our suppliers and ensuring their compliance with our requirements. This can result in an inability to meet our own legal obligations and can also impact the services we provide to our customers. In turn, it can impact our business objectives and reputation. We manage this risk through our Supplier Governance Framework and Supplier Code of Conduct, both of which we regularly evolve and improve, to ensure that we and our suppliers abide by employment laws, awards and industrial instruments and safe work practices, among other obligations. Through them, we aim to guard against major or sustained incidents that affect

our supply, while anticipating that some incidents involving our suppliers may nonetheless arise from time to time which may impact the reputation and financial performance of the Group.

Impacts from the broader geopolitical and economic climate on our supply chain are outlined in the section “*Risk Factors - Geopolitical & Economic Conditions*” below.

#### **International operations, subsidiaries, divestments, mergers & acquisitions, joint ventures, associates and other equity investments**

***The Issuer faces risks and uncertainties from international operations, subsidiaries, divestments, mergers & acquisitions, joint ventures, associates and other investments. The Issuer may depend on, and be liable for, systems, controls, and personnel that are not under its direct control, potentially leading to losses or reputational damage***

Telstra International operates across more than 30 jurisdictions, navigating a complex regulatory environment that is critical to maintaining its licences to operate across these international jurisdictions. Telstra International delivers data and telecommunications services to enterprise, government, and wholesale customers through an expansive global network, including subsea cables and in-country infrastructure access. With a broad global customer base and expansive network footprint, Telstra International faces and manages key risks in the areas of network reliability, cybersecurity, geopolitical tensions, and regulatory compliance.

Our domestic and international activities are conducted through subsidiaries, joint ventures, associates and other equity investments and, under the governing documents for some of these entities, certain matters such as the approval of business plans and decisions as to capital invested and the timing and amount of cash distributions require the agreement of our co-participants. Our co-participants may have different approaches with respect to the investment and the markets in which they operate and on occasions we may be unable to reach agreement with them. Any dispute or disagreement from time to time with our partners may negatively affect our ability to pursue our business strategies.

In some cases, strategic or venture participants may choose not to continue their participation. In addition, our arrangements with our co-participants may expose us to additional investment, capital expenditure or financing requirements. There are also circumstances where we do not participate in the control of, or do not own a controlling interest in an investment, and our co-participants may have the right to make decisions on certain key business matters with which we do not agree.

In addition, we may not be able to achieve targeted benefits from or successfully implement planned transactions, such as acquisitions, divestments, mergers, joint ventures or associations. Such transactions may fail to realise the benefit we originally anticipated. Furthermore, we may not succeed in integrating acquired operations with our existing businesses. As a result, there is a risk that the Group may end up making significant impairments and write-downs in the value of assets which have been acquired.

Where we have made equity investments, entered into ventures, or set up operations in countries other than Australia, we may also be affected by the political, economic, health, regulatory and legal environments operating in those countries which are different from those in Australia. As a result, our international operations, which include Digicel Pacific may be subject to numerous unique country risks, including multiple and conflicting regulations, changes in regulatory requirements, foreign investment regulations, regulatory compliance interpretations and enforcement practices, changes in political and economic stability, and fluctuations in exchange rates, as well as civil unrest, environment threats (e.g. cyclones, earthquakes) and the spread of infectious diseases. These factors could materially and adversely affect our future revenues, operating results and financial condition, or negatively affect our ability to pursue our business strategies with respect to the concerned entities or business objectives and the markets in which they operate.

We may also have exposures to the equity markets through the defined benefit component of the Telstra Superannuation Scheme. We participate in, and are the sponsoring employer in, the Telstra Superannuation Scheme.

#### **Financial Risks**

***The Issuer has substantial indebtedness and may face challenges refinancing expiring debt on favourable terms or securing funding to fund commercial operations***

Our (including each Guarantor's) underlying business activities result in exposure to financial risks, including interest rate risk, foreign currency risk, credit risk and liquidity risk.

Volatility in financial markets may also impact our (including a Guarantor's) ability to fund our business in a similar manner, and at a similar cost, to the funding raised in the past. Other risks we may face are over-reliance on a

particular funding source or a simultaneous increase in funding costs across a broad range of sources. At some times in recent years, global credit markets have experienced difficult conditions and volatility. Challenging market conditions generate increased risks from decreased liquidity, reduced availability of borrowings, greater volatility, widening of credit spreads and lack of price transparency in credit markets. Changes in investment markets, including changes in interest rates, exchange rates and returns from equity, property and other investments will affect our financial performance.

Foreign currency exchange risk arises primarily from foreign currency borrowings, transactional exposures relating to receipts and payments settled in foreign currencies or with prices dependent on foreign currencies, and trade and other creditor balances denominated in a foreign currency. It also arises from the translation into Australian Dollars of net assets of foreign controlled entities which have a foreign functional currency. A portion of our profits is derived from offshore business activities, which are conducted in a broad range of currencies. As such, changes in currency exchange rates may adversely impact our financial results and operations.

Our overall risk management program which is carried out under policies approved by the board of directors of the Group seeks to reduce volatility of our financial performance and to support the delivery of our financial targets. We use derivative financial instruments to assist in managing our exposure to financial risks, including market risks (interest rate risk and foreign currency risk). We are exposed to credit risk from our operating and financing activities which we manage by monitoring exposure to high-risk debtors and assigning credit limits to financial counterparties. We manage liquidity risk by holding minimum levels of liquidity, investing in liquid financial instruments and maintaining access to committed bank facilities and commercial paper programs. However, our financial risk management policies and programs may give rise to significant transaction costs in seeking to manage our financial risk, and may ultimately not be effective or successful (in whole or in part) in managing our exposure to those financial risks and could result in adverse financial outcomes from those transactions, which may adversely affect the performance of the Group and the Issuer.

#### **Inflation, interest rates and other costs**

***Inflation, increased energy or other costs, the implementation of additional tariffs and other protectionist or economic security-related trade policies, and higher interest rates may adversely impact our performance through increasing costs at a higher rate than our prices***

Inflation, increased energy costs, the implementation of additional tariffs and other protectionist or economic security-related trade policies, and higher interest rates could adversely impact our operations and financial performance. Rising costs in relation to labour, material, fuel and transport could impact the viability or sustainability of our third party suppliers and service providers or their suppliers and service providers, which could in turn adversely affect our operating performance and result of operations. Our performance may suffer if costs increase at a faster rate than our pricing adjustments.

#### **Insurance Risks**

***The Issuer's insurance coverage may not be adequate or available in all circumstances***

The Group obtains insurance coverage for certain material risk exposures; however, from time-to-time it also self-insures and maintains self-insured retentions. Additionally, some losses—such as those arising from war, terrorism, or asbestos-related disease—are generally uninsurable. The absence of sufficient external insurance coverage, whether due to market limitations or strategic self-insurance decisions, may result in a significant financial loss in the event of a major incident.

#### **Tax Risks**

***Adverse tax developments, including as a result of legislative change or interpretation, and changes to accounting standards, could have a material impact on our financial position***

Tax developments or changes to tax laws or their interpretation may also have a material adverse effect on the Group. We operate in a range of jurisdictions with different tax regimes which are subject to change. Our (or a Guarantor's) after tax earnings may be impacted by changes to our tax treatment or the tax treatment of any of our controlled entities.

#### **Conduct and reputation risk**

***The Issuer faces risks if it does not comply with the standards and expectations internally, set by customers or other stakeholders***

There may be instances where our conduct does not meet the standards we set for ourselves, does not deliver the right outcomes for our customers, or does not align with the heightened expectations of the community, regulators

or our stakeholders, including conduct that relates to our sales, complaint handling and debt collection practices, as well as handling instances of fraud or changes to internal practices. This may have an adverse impact on our reputation, our ability to attract and retain customers or employees and our financial position. These risks may also be heightened by factors such as the use of social media and community activism. The actions of our competitors, customers or suppliers, or companies in which we hold strategic investments, as well as community perceptions of the Group or the industry in which we operate may also give rise to the same risks.

Furthermore, failure, or perceived failure, to appropriately address these issues could give rise to additional regulatory risks and impact the regulatory change agenda, further damaging our reputation and integrity among our stakeholders.

Additionally, we may, from time to time, take a position on a social issue where it is important to our people, or close to our company purpose. When we are deciding whether or not to take a public position, we consider the risk to our reputation, but recognise it is possible that in taking a stance, or not taking a stance, it may have an impact to our reputation.

## **RISKS ASSOCIATED WITH OUR INDUSTRY**

### **Compliance and Regulation**

***The Issuer must comply with evolving legal and regulatory obligations. Failure to do so may adversely impact our customers, reputation, and ability to achieve our growth ambitions***

Telstra needs to comply with a broad range of laws and regulations. We must meet these to ensure we do the right thing by all our stakeholders, especially our customers.

We know our products and services are critical to our customers, and that our delivery of them is held to high standards. Failure to comply with our legal and regulatory obligations can lead to adverse impacts to our customers, employees and communities, as well as to our reputation. Meeting our compliance obligations is integral to the delivery of our growth ambitions and strategy and in building and maintaining trust.

We have built a robust compliance framework which sets out our approach to compliance. This includes quarterly reporting on material compliance issues to our Audit Committee and Risk & Sustainability Committee, and a mandatory compliance training framework, which includes monitoring training completion across all teams and consequences for non-completion.

We seek to continually improve our compliance processes and controls at all levels of the organisation so that we can identify compliance issues, and act to fix them, more quickly. We remain focused on ensuring we continue to strengthen our processes, so we have fewer compliance issues and minimise the impact on customers and stakeholders.

We maintain relationships with relevant regulators, consumer groups and policy makers and advocate for balanced and socially appropriate policy outcomes. Key regulatory matters are outlined in the section “*Risk Factors – Regulatory Environment*” below.

These and other regulatory and policy issues can impact our strategy and business model. They can also raise the risk of additional regulatory cost and complexity for our business. Our risk management framework ensures we manage these risks and identify relevant government reform opportunities. We aim to proactively engage with regulators, government bodies, industry and customer groups, particularly as several of these matters are subject to ongoing change and evolution in the regulatory landscape.

### **Regulatory Environment**

***We operate in a highly regulated environment that is subject to change, which may impact our strategy, limit opportunities or increase compliance costs, potentially affecting profitability***

We operate in a highly regulated environment which may have a major impact on our strategy and business model and drive cost, complexity and compliance burdens into our business, affecting its profitability. Regulation may potentially limit our ability to pursue certain business opportunities and activities affecting the returns we can generate on our assets.

The key regulatory matters currently relevant to the Group arise in an environment of heightened expectations and include regulatory compliance, responsible business practices, regulation and policy, data protection, safe and responsible use of AI, network resilience and security, scam prevention, consumer safeguards and service standards, spectrum allocation, government cyber security and digitisation policy, connectivity for regional and rural communities, and universal service policy.

These and other regulatory and policy matters may directly impact our strategy and business model as well as raise the risk of additional regulatory cost and complexity being imposed on our business. We have a strong framework to manage these risks, monitor trends, opportunities and threats to identify relevant government reform opportunities, and proactively engage with regulators, government bodies, industry and customer groups and other stakeholders.

To ensure we comply with these laws and regulations, it is essential that we continue to maintain proactive and transparent relationships with all relevant regulators, consumer and community groups and policy makers in an effort to ensure that fair, balanced and socially appropriate policy and regulatory decisions are made. However, compliance with regulatory and policy matters may require significant costs to be incurred, and we may ultimately not be able to respond adequately or in a timely manner to regulatory and policy changes, which could adversely affect our relations with those regulators, consumer and community groups and policy makers and/or expose us to regulatory action or litigation, which may adversely affect the performance of the Group and the Issuer.

Substantial regulatory risks that we believe have, and will continue to have, substantial adverse effects on our operations, competitiveness and financial performance include:

1. **Mandated access to Telstra networks:** part of our strategy involves deploying next-generation networks and services, including our Telstra mobile network. Regulatory change may require us to allow competitor access to our next-generation networks and services which could materially adversely affect our investment returns, earnings and financial performance.
2. **Access pricing:** we are required to provide certain services to our competitors using our networks at a price determined by the Australian Competition and Consumer Commission (“ACCC”). In some cases we believe the ACCC proposes prices that are below our efficient cost of supply. The ACCC’s setting of regulated prices could have a material impact on the Group. There is no right to a merits review of ACCC decisions to require access or set prices and the ACCC may hold a public inquiry at any time into whether to mandate and regulate competitor access to our networks. We are also dependent on the access prices that NBN Co charges us for access to its network. The regulatory regime allows NBN Co to increase access prices materially above current levels, albeit within a regulatory process overseen by the ACCC. Without government or ACCC intervention in the event of unexpected or unreasonable price increases, the profitability of the Group’s nbn™ business could be materially adversely affected.
3. **Conduct regulation:** the ACCC is empowered to regulate conduct in the telecommunications sector. There is a risk that the ACCC may regard elements of the Group’s past, present or future conduct to be in breach of an applicable law or regulation, including the Australian Consumer Law. For example, a refusal by us to supply services to our competitors may, in the ACCC’s view, be a breach of law, and the ACCC may rely upon the potential for very large fines in an endeavour to have us modify what we believe to be legitimate commercial behaviour.
4. **Wide government and regulatory discretion:** Commonwealth Government ministers and regulatory agencies have broad and, in some instances, discretionary powers to impose and vary licence conditions and other obligations on us.

Changes in regulation, or regulatory decisions by government or regulators may cause us to incur additional compliance costs, seek additional governmental approvals and may adversely affect our business and results of operations.

Criticisms of the regulatory framework applying to the banking industry, as set out by the Hayne Royal Commission, has resulted in an increased focus for regulators on investigating, applying and enforcing regulations, including those applying to the Group.

5. **Regulatory enforcement:** the Group is subject to a range of laws and regulations in Australia and overseas, including in the areas of telecommunications, corporate law, consumer and competition law and occupational health and safety. Entities within the Group have been, and may continue to be, involved in investigations and reviews from time to time by regulators.

In Australia, the principal regulators that the Group interacts with are the ACCC, the Australian Communications and Media Authority (“ACMA”), the Office of the Australian Privacy Commissioner, ASIC and the ASX. Any regulatory investigations and reviews by these or any other regulator may result in enforcement action, litigation (including class action proceedings) or civil or criminal penalties.

In the ordinary course of our business, we identify, and may continue to identify, issues that have the potential to impact our customers and reputation, or which do not meet our standards. There have been instances where we have failed to meet the standards we set for ourselves. These include instances where our sales processes were not followed, and where our complaint and debt recovery procedures

were applied in a way that did not deliver good customer outcomes. While we have taken steps to respond to these issues, and will continue to do so, contingent liabilities may exist in respect of actual or potential claims, compensation payments and/or refunds arising from issues which we identify and instances such as these. Where we identify these issues, we make disclosures in accordance with accounting standards, or our other legal disclosure obligations, or provide for such liabilities as required.

6. **Regulation constraining investment decisions:** our ability to invest in our business including new technologies may be constrained by regulatory risk and future legislative changes. For example, future legislative and regulatory changes could restrict or prohibit the operation of certain networks or apply new carrier licence conditions to all carriers or the Group specifically. Legislative and regulatory changes of this nature have adversely affected our ability to invest in our networks in the past, and will continue to do so into the future.
7. **Information disclosure:** regulation or regulators may require the disclosure of information in a manner which does not protect confidentiality and which will be damaging to our commercial interests.
8. **Spectrum:** our ability to operate a competitive mobile business is highly dependent on having ongoing access to sufficient spectrum. The availability of spectrum is subject to ACMA discretion in consultation with the ACCC, and spectrum auctions are often competitive and can include competition limits. The ACMA has commenced the process to determine renewal of key spectrum licences which expire between 2028-2032. If we are not successful over time in securing sufficient spectrum at auction and in the ACMA renewal process for the medium to longer term at an acceptable price and at the required time, then mobile network products and services are likely to be more difficult to provide economically and efficiently which may result in competitive disadvantage, poorer performance levels and associated customer dissatisfaction. It may also limit introduction of the products and services that are necessary to drive increased revenue growth and profitability.
9. **Critical Infrastructure Reforms:** We have security obligations relating to our critical infrastructure assets under the Security of Critical Infrastructure Act 2018. In 2024, enhanced telecommunications security and notification obligations were introduced, with additional telecommunications security risk management program obligations enlivened in 2025. The Minister for Home Affairs has directions and information gathering powers that they can exercise if concerned with our compliance with these obligations and there is a risk that the Group may be liable for civil penalties if it is deemed to be non-compliant.
10. **Privacy Act Reforms:** Privacy reforms are accelerating, including the introduction of a new statutory cause of action for serious invasions of privacy and expansion of enforcement powers for the privacy regulator. Transparency requirements in relation to automated decision making that may significantly affect the rights or interests of individuals will come into force in December 2026. We have a program of work across the Group to ensure we can comply with these transparency requirements when they come into effect. The government had previously indicated there would be a second tranche of privacy reforms although there has been no timing announced. These reforms are anticipated to include proposed changes that will have a more significant impact on the Group. Notably, these proposed changes include an expanded definition of personal information to encompass technical information. This will have consequential effects on existing individual privacy rights, such as the right of access, and proposed rights such as the right of erasure.
11. **Online Safety Act:** The e-Safety Commissioner has proposed changes to the Online Safety Act 2021 (Cth), which includes additional measures to be taken in relation to harmful content, including AI services used to produce high impact material (e.g. nudity etc). The new Relevant Electronic Services Standard affects certain services including BigPond email, as well as obligations in relation to Class 1 material, including a new obligation to delete/remove known child sexual abuse and known pro terror material from communications (something which we do not currently have the ability to do), as well as to deter/disrupt the transmission of such material. In addition, several other changes to the legislative regime are currently under consideration, including implementing a new duty of care provision and additional obligations on service providers to prevent children from accessing or being exposed to age-inappropriate online materials. While the current legislative regime remains in place for the time being, the government is considering the recommendations made in its recent Online Safety Act review.
12. **Revisions to the Telecommunications Consumer Protection (“TCP”) Code:** Communications Alliance recently submitted a revised TCP Code to the ACMA for registration. The revised Code represents a significant uplift in consumer protections. It was also shared with other stakeholders including the ACCC, Department of Communications, Telecommunications Industry Ombudsman and Australian Communication Consumer Action Network. We await ACMA feedback, but the ACCC has publicly called for the ACMA to reject registration and instead move to directly regulate all obligations in the TCP Code. The ACCC also made these submissions directly to the ACMA, us and other stakeholders. Rules relating to Domestic and Family Violence have moved to the ACMA’s Telecommunications (Domestic, Family and Sexual Violence Consumer Protections) Industry Standard 2025, which recently came into effect.

13. **Scams Prevention Framework (“SPF”):** The SPF is the first specific legislative attempt to combat scams. Scams have a significant impact on our customers and our business and are challenging to combat. While we already have a comprehensive program to tackle scams, the SPF will still have an impact on our business. It establishes a new whole-of-ecosystem approach with broad ‘principles-based’ legal requirements applying to regulated entities across designated sectors to prevent, detect, disrupt, respond to and report scams and potential scams, plus associated governance. It enables scam victims to seek redress via internal and external dispute resolution mechanisms or court action. The SPF will not have practical effect until the Minister designates regulated sectors (expected to be telecommunications, banking and digital platforms initially), and SPF rules and sector codes are prepared. The timing is currently unknown but anticipated to be during 2026.
14. **Regulation of ESG disclosures:** We have seen increasing focus from governments and regulators in relation to climate-related disclosures in Australia, an increasing focus on the accuracy of sustainability claims in the market and opportunities to expand our disclosures into new domains such as nature and biodiversity. Globally, and particularly in Australia, regulators have strengthened their policy guidance in relation to sustainability-related disclosures and governance practices, with particular emphasis on greenwashing. Consumer and fair-trading issues in relation to environmental and sustainability claims have been a compliance and enforcement priority of the ACCC, aimed at improving the integrity of environmental and sustainability claims and to protect consumers from greenwashing. Effective regulatory frameworks underpinning sustainable finance continues to be a key theme and strategic priority for ASIC.
15. **Introduction of the Universal Outdoor Mobile Obligation:** The Communications Minister recently announced that the government would introduce legislation in 2025 for a new regulatory obligation on Australian mobile carriers to provide access to mobile voice and SMS throughout Australia, with the inclusion of basic mobile data to be considered in the future. The government envisages this would be implemented via a combination of existing terrestrial mobile coverage plus satellite to mobile technology using LEO satellites. The obligation is expected to commence in 2027 when the technology has developed to a sufficient point. A key risk of this policy is an insufficient diversity of supply of satellite providers that will enable us to comply with this obligation.

The full scope, timeline, impact and the costs of compliance for current and potential regulatory reforms and regulatory inquiries such as those listed above, and how and when they will be implemented (if at all), is not known. Other regulatory reforms not listed above may be launched, and regulators other than the regulators listed above may launch inquiries or enforcement actions.

The aggregate potential liability and costs associated with such reforms and inquiries cannot be estimated with any certainty. Depending on the specific requirements of a regulatory change or an action taken by a regulator, such change or action may have an adverse impact on our activities, businesses or practices, which may ultimately impact our competitiveness, reputation and financial performance.

## **Litigation Risks**

***The Issuer may, from time to time, be involved in legal, regulatory and other proceedings and disputes arising from its business and operations***

We may be involved in legal, regulatory and other proceedings and disputes arising from our business and operations from time to time. Even if Telstra is ultimately successful in defending claims against it (or in pursuing claims made by it), substantial and non-recoverable legal costs may be incurred, and reputational harm may be inflicted which may have a material adverse impact on Telstra’s financial position and performance.

## **Competition**

***The Issuer operates in a highly competitive environment, which may adversely impact its market share and revenue***

The telecommunications industry in Australia and internationally is competitive and subject to change (including in respect of the accelerating pace of technological change). The effect of competitive market conditions, including any decline in the pricing, purchase and use of our products and services, may adversely impact our earnings and assets.

In our mobile business, there are also a number of mobile virtual network operators. We are seeing competitive mobile pricing, increasing data allowances, and new 5G mobile offerings. In the market for fixed broadband services provided over the nbn™ network, competition remains significant, including discounted introductory offers.

In our mobile and fixed businesses, we also face increasing competition from satellite operators, including from LEO satellite services which will increasingly provide alternative services to mobile and fixed services offered today.



We are also experiencing strong competition in our other businesses such as Network Applications and Services, Data & Connectivity, and our international businesses. In particular, we have experienced expansion by NBN Co into the enterprise data and connectivity market along with increasing adoption by enterprise customers of lower margin Software-Defined WAN ("SDWAN") solutions.

Other competition risks include:

- innovation and disruptive technologies can cause market discontinuity, which adversely impacts on business models where there is failure to transition and adapt quickly;
- competition in the Australian telecommunications market could cause us to lose market share and reduce our prices and profits from current products and services. We may also lose market share and revenue if we don't adapt to changes in the industry and competitive landscape; and
- network and system failures could damage our reputation and earnings.

Effective innovation is fundamental to securing revenue streams and withstanding challenges from a changing competitor and industry landscape. We also need to ensure that we adequately recognise competitive threats in a changing landscape. Our capacity and ability to respond to the innovation challenge are related to the agility of our internal processes and the capability and flexibility of our people. In order to compete effectively, we may be required to make significant expenditures. There is no assurance that such expenditures will help us maintain or grow our market share or respond to competitors in the market, or that such investment will be adequate to address these issues (either fully or at all), which may adversely affect the performance of the Group and the Issuer.

## **Geopolitical & Economic Conditions**

***The Issuer is subject to impacts from the broader geopolitical and economic climate.***

The global geopolitical environment remains volatile, shaped by regional conflicts, shifting power dynamics and growing tensions in the Asia-Pacific, including potential interference with global subsea infrastructure. These trends have broad implications for the Group, affecting supply chain stability, network resilience, regulatory exposure and investment confidence. Heightened tensions and global conflicts, present ongoing risks to the stability of energy markets, global trade and critical infrastructure -- any of which may adversely impact Telstra and its international operations. This includes heightened geopolitical attention on subsea cable infrastructure, which is increasingly viewed as critical and vulnerable, particularly in regions marked by strategic competition.

The prospect of renewed protectionist trade policies, including the reintroduction of tariffs and trade barriers, may impact our cost base and procurement models. Deterioration in global trade relations could increase the cost and complexity of sourcing network components, create deployment delays, and introduce new barriers to accessing key technology inputs.

These dynamics intersect with the Group's international strategy, exposing us to geopolitical risks such as sanctions, trade controls and physical threats to offshore assets, such as terrorism and sabotage. The complexity and instability of these environments increases the potential for suboptimal decisions and unforeseen exposure, which could damage stakeholder trust or result in regulatory or legal consequences.

Global economic conditions remain equally uncertain. Persistent inflation, foreign exchange volatility, constrained investment appetite and subdued economic growth continue to affect asset valuations and strategic positioning across our international portfolio, including subsea infrastructure. Domestically, cost-of-living pressures and reduced discretionary spending are shifting customer expectations and behaviours. Together, these geopolitical and economic pressures both globally and domestically may adversely impact the Issuer and the Group's performance, strategy execution and long-term growth.

## **FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING RISKS ASSOCIATED WITH NOTES ISSUED UNDER THE PROGRAM**

In this section "*Risk factors - Factors which are material for the purpose of assessing risks associated with Notes issued under the Program*", "we", "us", and "our" all mean the Issuer.

### **Risk factors associated with the terms of the Notes**

The risks of a particular Note will depend on the terms of the relevant Note, but may include, without limitation, the possibility of significant changes in:

- the values of the applicable currencies or interest rates; or

- the creditworthiness of entities other than the Issuer.

Such risks generally depend on factors over which we have no control and which cannot readily be foreseen, such as economic and political events and the supply of and demand for the relevant currencies. Neither the current nor the historical price, value or performance of the relevant currencies or the relevant entities should be taken as an indication of future price, value or performance during the term of any Note.

### **Market and related risks**

The value of an investment in the Notes may fluctuate due to various factors, including investor perceptions, worldwide economic conditions, interest rates, debt market conditions and factors that may affect our or a Guarantor's financial performance and position. Notes may trade at a market price below their issue price.

In particular, the below risks may affect an investment in the Notes:

#### ***Financial performance and credit rating***

A change in the Issuer or a Guarantor's financial condition or (where applicable) credit rating may impact on the market value and the transferability of the Notes.

#### ***Default risk***

If an event of default occurs under the Notes, or we (or any of our agents) fail to perform any obligation in relation to the Notes (including, in the case of the Guarantors, under the Guarantee (which is a Victorian law deed poll guarantee)), such event or failure may impact on the value of an investment in the Notes, the transferability of the Notes and the ability of a holder to recover amounts due under the Notes.

#### ***Notes are an unsecured investment***

Notes issued under the Program are unsecured and, in making an investment in the Notes, an investor is relying on our and the Guarantors', as the case may be, general ability to repay principal and pay interest at the time it is due and fulfil our other obligations in connection with the Notes, without recourse to any particular asset or security.

#### ***Early release of Telstra Corporation Limited as a Guarantor***

The Guarantee includes provisions which, subject to (at the relevant time) (1) the Telstra Group credit rating remaining at least investment grade and (2) no relevant indebtedness above a specified threshold remaining outstanding at Telstra Corporation Limited which is guaranteed by the Issuer, permit the release of Telstra Corporation Limited from its obligations as a Guarantor under the Guarantee without the consent of Noteholders if the Issuer ceases to own, directly or indirectly, at least 70 per cent of the ordinary share capital of Telstra Corporation Limited. If these early release conditions are satisfied, investors will no longer have access to Telstra Corporation Limited as a Guarantor under the Guarantee to repay principal and interest in connection with the Notes and will only have recourse to the Issuer and Telstra Limited (as the remaining Guarantor) for such repayments.

For further information see "*Description of the Guarantee*".

#### ***Insolvency risk***

In the event that the Issuer or a Guarantor become insolvent, insolvency proceedings are likely to be governed by Australian law or the law of another jurisdiction determined in accordance with Australian law. The insolvency laws of Australia or that other jurisdiction, and the treatment and ranking of Noteholders, other creditors and shareholders under those laws, may be different from the position if we were subject to the insolvency laws of an investor's home jurisdiction.

#### ***Noteholders' ability to enforce certain rights in connection with the Notes may be limited or affected by reforms to Australian insolvency legislation relating to "ipso facto rights"***

On 18 September 2017, the Treasury Laws Amendment (2017 Enterprise Incentives No. 2) Act 2017 (Cth) (in this section, the "**Act**") received Royal Assent and was enacted. The Act contains reforms to Australian insolvency laws. Under the Act, any right under a contract, agreement or arrangement (such as a right entitling a creditor to terminate a contract or to accelerate a payment under a contract) arising merely because a company, among other circumstances, is under administration, has appointed a managing controller or is the subject of an application under section 411 of the Australian Corporations Act (i.e. "**ipso facto rights**"), will not be enforceable during a prescribed moratorium period.

The relevant provisions of the Act became effective on 1 July 2018 and apply to ipso facto rights arising under contracts, agreements or arrangements entered into at or after that date, subject to certain exclusions. On 21 June 2018, the Australian government introduced the Corporations Amendment (Stay on Enforcing Certain Rights) Regulations 2018 (the “**Regulations**”) which sets out the types of contracts that are excluded from the operation of the stay on the enforcement of “ipso facto rights”.

The Regulations provide that a contract, agreement or arrangement that is for, or governs, securities, financial products, bonds or promissory notes is exempt from the “ipso facto” moratorium. Furthermore, a contract, agreement or arrangement under which a party is or may be liable to subscribe for, or to procure subscribers for, securities, financial products, bonds or promissory notes is also excluded from the stay. Accordingly, the Regulations should exclude the Notes and certain other arrangements under the Program from the stay. However, since their commencement in 2018, the Act and the Regulations have not been the subject of judicial interpretation. If the Regulations are determined not to exclude the Notes or any other arrangements relating to the Program from their operation under the exclusions mentioned above or any other exclusion under the Regulations, this may render provisions of the Notes or Program unenforceable in Australia where those provisions are conditioned solely on the occurrence of events giving rise to “ipso facto rights”. Investors should seek independent advice on the implications (if any) of these laws and regulations on their investment in the Notes.

***An active secondary market in respect of the Notes may never be established or may be illiquid and this would adversely affect the value at which an investor could sell its Notes***

Notes may have no established trading market when issued (for example, Notes may be allocated to a limited pool of investors), and one may never develop. If a market for the Notes does develop, it may not be liquid and they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer. There is also no obligation on the Dealers to effect secondary sales of the Notes and investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed trading or secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Further, if a Tranche of Notes is issued to a single investor or a limited number of investors, this may result in an even more illiquid or volatile market in such Notes. Furthermore, the ability of the Dealers, investors and other market participants to make a market in the Notes may be impacted by changes in regulatory requirements applicable to the marketing, holding and trading of, and issuing quotations with respect to, the Notes. Illiquidity may have a severely adverse effect on the market value of the Notes.

***If an investor holds Notes which are not denominated in the investor’s home currency, it will be exposed to movements in exchange rates which could adversely affect the value of their holding. In addition, the imposition of exchange controls in relation to any Notes could result in an investor not receiving payments on those Notes.***

The Issuer (and, where applicable, the Guarantors) will pay principal and interest on the Notes in the Specified Currency indicated in the applicable Pricing Supplement. This presents certain risks if an investor’s financial activities are denominated principally in a currency or currency unit other than the Specified Currency (the “**Investor’s Currency**”). These risks include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor’s Currency) over the tenor of the Notes. In addition, government and monetary authorities with jurisdiction over the Investor’s Currency or the Specified Currency may impose or modify exchange controls. An appreciation in the value of the Investor’s Currency relative to the Specified Currency would decrease (i) the Investor’s Currency-equivalent yield on the Notes, (ii) the Investor’s Currency-equivalent value of the principal payable on the Notes and (iii) the Investor’s Currency-equivalent market value of the Notes.

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

***If the Issuer has the right to redeem any Notes at its option, this may limit the market value of the Notes concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return***

An optional redemption feature is likely to limit the market value of Notes and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return.

During any period when the Issuer may elect to redeem Notes, the market value of the Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

***Investors who hold less than the minimum Specified Denomination may be unable to sell their Notes and may be adversely affected if definitive Notes are subsequently required to be issued***

In relation to Notes which have a denomination consisting of a minimum Specified Denomination (as defined in the Terms and Conditions of the Notes) plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of such minimum Specified Denomination. In such a case an investor who, as a result of trading such amounts holds an amount which is less than the minimum Specified Denomination in its account with the relevant clearing system would not be able to sell the remainder of such holding without first purchasing a principal amount of Notes at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination. Further, an investor that, as a result of trading such amounts, holds a principal amount of less than the minimum Specified Denomination in its account with the relevant clearing system at the relevant time may not receive a definitive Note in respect of such holding (should definitive Notes be printed or issued) and would need to purchase a principal amount of the Notes at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination.

If such Notes in definitive form are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

#### ***Stabilisation risks***

Notes may be subject to price stabilisation activities by the Stabilisation Manager(s). There is no guarantee that price stabilisation activities will occur, or in permitted jurisdictions or markets, that if they do, that they will be successful.

#### ***Clearing System risks***

Notes may be held in a Clearing System. If Notes are held in a Clearing System, the rights of each Noteholder and any other person holding an interest in those Notes are subject to the rules and regulations of the relevant Clearing System.

- ***Holders of Notes cleared through Euroclear and Clearstream, Luxembourg, the CMU or another clearing system must rely on procedures of those clearing systems to effect transfers of Notes, receive payments in respect of Notes and vote at meetings of Noteholders***

Where Notes issued under the Program are represented by one or more Global Notes, the Global Notes may be held by, or on behalf of, Euroclear, Clearstream, Luxembourg, the CMU or another clearing system. Except in the circumstances described in each Global Note, investors will not be entitled to receive these Notes in definitive form. Each of Euroclear, Clearstream, Luxembourg, the CMU (or any other relevant clearing system) and their respective direct and indirect participants will maintain records of the beneficial interests in each Global Note held through it. While the Notes are represented by a Global Note, investors will be able to trade their beneficial interests only through the relevant clearing systems and their respective participants and investors will have to rely on the procedures of the relevant clearing system and of their respective participants, including for transfer, payment and communications, which may change from time to time.

While the Notes are represented by one or more Global Notes, the Issuer and a Guarantor, if applicable, will discharge its payment obligations under the Notes by making payments to the common depositary for Euroclear, Clearstream, Luxembourg, the CMU and/or any relevant clearing system or distribution to their relevant account holders. A holder of a beneficial interest in a Global Note must rely on the procedures of the relevant Clearing System and its participants to receive payments under the Notes. The Issuer and each Guarantor has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in any Global Note.

Holders of beneficial interests in a Global Note will not have a direct right to vote in respect of the Notes so represented. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant Clearing System and its participants to appoint appropriate proxies. Similarly, holders of beneficial interests in the Global Notes will not have a direct right under the Global Notes to take enforcement action against the Issuer or the relevant Guarantor, if applicable, in the event of a default under the relevant Notes but will have to rely upon their rights under the relevant Deed of Covenant.

- ***Notes cleared through the Austraclear System***

Australian Domestic Notes will be issued in uncertificated registered form and may be lodged in the Austraclear System. The rights of investors whose interests are held through the Austraclear System are subject to their rules and operating guidelines (including in respect of transfer). The Issuer and a Guarantor, if applicable, will discharge its payment obligations under the Notes by making payments through Austraclear and investors must therefore rely on the procedures of Austraclear. The Issuer and each Guarantor, if applicable, has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in Notes held through Austraclear.

***The Notes may be de-listed, which may materially affect an investor's ability to resell***

Approval in-principle has been obtained from the SGX-ST in connection with the Program and application will be made for approval to deal in, and for the listing and quotation on the SGX-ST of any Notes that may be issued pursuant to the Program which are agreed at or prior to the time of issue thereof to be so listed on the official list of the SGX-ST. Such approval will be granted when such Notes (to the extent agreed to be so listed) are admitted to the Official List. Application may also be made for Notes issued under the Program to be listed on any other listing authority, stock exchange (including the ASX) or quotation system as specified in the relevant Pricing Supplement.

Notes quoted and/or traded on the SGX-ST and/or on any other applicable listing authority, stock exchange or quotation system may be de-listed. No assurance can be given that once listed, quoted and/or traded on the SGX-ST and/or any other applicable listing authority, stock exchange or quotation system the Notes will at all times remain listed on that stock or securities exchange and it may not be possible to list the Notes on any stock or securities exchange. No assurance is made as to the liquidity of the Notes as a result of listing on the SGX-ST or any other listing authority, stock exchange or quotation system, nor that the listing of the Notes can be maintained, and any de-listing of the Notes may have a material adverse effect on a Noteholder's ability to resell the Notes in the secondary market.

**Changes in law and modifications to the terms and conditions of Notes**

***General***

Changes in law, including a change to the Issuer's or a Guarantor's legal status, control or tax residence and changes to the law governing the Notes, may alter the rights of investors from those at the time of the issue and may impact on the ability of an investor to enforce its rights as they existed at the date of issue.

Further, changes in governmental policy and regulation may also have an impact on us. In addition to changes in laws and regulations, the policies and practices of government regulators may change and political and diplomatic developments may have an unexpected or adverse impact on the terms and conditions of the Notes.

***The conditions of the Notes contain provisions which may permit their modification without the consent of all Noteholders***

The Conditions of the Notes contain provisions for calling meetings of Noteholders (including by way of teleconference or video conference call) to consider and vote upon matters affecting their interests generally, and for the passing of resolutions by way of an Extraordinary Resolution, written resolution or through the use of electronic consents. These provisions permit defined majorities to bind all Noteholders including those Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

**Interest rate benchmarks**

***The regulation and reform of benchmarks may adversely affect the value of Notes linked to or referencing such benchmarks***

Interest rates and indices which are deemed to be benchmarks (including, amongst others, the Euro Interbank Offered Rate ("EURIBOR") and the Australia Bank Bill Swap rate ("BBSW")) are and have been the subject of ongoing national and international regulatory guidance and proposals for reform. Some of these reforms, such as the discontinuation of the London Interbank Offered Rate ("LIBOR") are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to or referencing such a benchmark.

In Australia, examples of reforms that are already effective include changes to the methodology for calculation of BBSW, and amendments to the Corporations Act made by the Treasury Laws Amendment (2017 Measures No. 5) Act 2018 of Australia which, among other things, enable ASIC to make rules relating to the generation and administration of financial benchmarks. On 6 June 2018 ASIC designated BBSW as a "significant financial

benchmark” and made the ASIC Financial Benchmark (Administration) Rules 2018 and the ASIC Financial Benchmark (Compelled) Rules 2018. On 27 June 2019, ASIC granted ASX Benchmarks Pty Limited a licence to administer BBSW from 1 July 2019.

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

In the UK, Regulation (EU) 2016/1011 as it forms part of domestic law by virtue of the EUWA (the “**UK Benchmarks Regulation**”) among other things, applies to the provision of benchmarks and the use of a benchmark in the UK. Similarly, it prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the Financial Conduct Authority (the “**FCA**”) or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

These reforms (including the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable) 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 such reforms (including the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable). Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant benchmark.

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

It is not possible to predict with certainty whether, and to what extent, EURIBOR, BBSW, Sterling Overnight Index Average (“**SONIA**”), Secured Overnight Financing Rate (“**SOFR**”) or any other benchmark will continue to be supported going forwards. This may cause EURIBOR, BBSW, SONIA, SOFR or any other such benchmark to perform differently than they have done in the past, and may have other consequences which cannot be predicted. The transition from LIBOR to SONIA or SOFR, as applicable, from EURIBOR to €STR, from BBSW to Australian dollar interbank overnight cash rate (“**AONIA**”), or from the inter bank offered rate (“**IBOR**”) for any other currency to a new risk-free rate, or the elimination of EURIBOR, BBSW, SONIA, SOFR or any other benchmark, or changes in the manner of administration of any benchmark, could require an adjustment to the Terms and Conditions of the Notes, or result in other consequences, in respect of any Notes referencing such benchmark. Such factors may have (without limitation) the following effects on certain benchmarks: (i) discouraging market participants from continuing to administer or contribute to a benchmark; (ii) triggering changes in the rules or methodologies used in the benchmark and/or (iii) leading to the disappearance of the benchmark. Furthermore, even prior to the implementation of any changes, uncertainty as to the nature of alternative reference rates and as to potential changes to such benchmark may adversely affect such benchmark during the term of the relevant Notes, the return on the relevant Notes and the trading market for securities (including the Notes) based on the same benchmark. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to, referencing, or otherwise dependent (in whole or in part) upon, a benchmark.

For instance, SOFR is a relatively new rate, and the Federal Reserve Bank of New York (the “**New York Federal Reserve**”) (or a successor), as administrator of SOFR, may make methodological or other changes that could change the value of SOFR, including changes related to the method by which SOFR is calculated, eligibility criteria applicable to the transactions used to calculate SOFR, or timing related to the publication of SOFR (which may include withdrawing, suspending or discontinuing the calculation or dissemination of SOFR). The New York Federal Reserve may make any or all of these changes in its sole discretion and without notice, and it has no obligation to consider the interests of holders of the Notes in calculating, withdrawing, modifying, amending, suspending or discontinuing SOFR. In respect of any SOFR-referenced Notes for which the rate of interest is determined by reference to the SOFR Index, the SOFR Index may be modified or discontinued and such SOFR-referenced Notes may bear interest by reference to a rate other than compounded SOFR, which could adversely affect the value of any such SOFR-referenced Notes. The SOFR Index is published by the New York Federal Reserve based on data received by it from sources other than the Issuer, and the Issuer has no control over the methods of calculation, publication schedule, rate revision practices or availability of the SOFR Index at any time. In addition, the New York Federal Reserve may withdraw, modify or amend the published SOFR Index or SOFR data in its sole discretion and without notice.

SONIA is a relatively new rate, and the Bank of England (or a successor), as administrator of SONIA, may make methodological or other changes that could change the value of SONIA, including changes related to the method by which SONIA is calculated, eligibility criteria applicable to the transactions used to calculate SONIA, or timing related to the publication of SONIA. If the manner in which SONIA is calculated is changed, that change may result

in a reduction of the amount of interest payable on the relevant Notes, which may adversely affect the trading prices of such Notes. The administrator of SONIA may withdraw, modify, amend, suspend or discontinue the calculation or dissemination of SONIA, respectively, in its sole discretion and without notice and has no obligation to consider the interests of holders of the Notes in calculating, withdrawing, modifying, amending, suspending or discontinuing SONIA.

Further, there can be no assurance that the Bank of England's methodology for determining the SONIA Compounded Index, or its guidance for calculating compounded SONIA rates by reference to such index, will not change over time.

Investors should be aware that, if a benchmark were discontinued or otherwise unavailable, the rate of interest on Floating Rate Notes which reference or are linked to that benchmark will be determined for the relevant period by the fallback provisions applicable to such Notes.

Any of the foregoing could have an adverse effect on the value or liquidity of, and return on, any Floating Rate Notes which reference such benchmark. Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, or any of the international or national reforms in making any investment decision with respect to any Notes linked to, referencing or otherwise dependent (in whole or in part) upon, a benchmark.

### ***Benchmark discontinuation under the Conditions***

The Conditions of the Notes provide for certain fallback arrangements in the event that a published benchmark, such as EURIBOR, SONIA, SOFR, BBSW, AONIA or other relevant reference rates, ceases to exist or be published or a Benchmark Event, SOFR Benchmark Transition Event, Temporary Disruption Trigger or Permanent Discontinuation Trigger, as applicable, occurs.

These fall-back arrangements include the possibility that:

- the Interest Rate could be determined by reference to a Successor Rate, Alternative Rate, SOFR Benchmark Replacement, Fallback Rate or such other rate determined pursuant to the Conditions, as applicable (each a **"Benchmark Fallback Rate"**); and
- an Adjustment Spread, SOFR Benchmark Replacement Adjustment or BBSW/AONIA Adjustment Spread, as applicable (which could be positive, negative or zero) (a **"Benchmark Adjustment Spread"**), may be applied to or taken into account in the calculation of such Benchmark Fallback Rate as a result of the replacement of the relevant benchmark or screen rate (as applicable) originally specified with the Benchmark Fallback Rate.

Certain Benchmark Amendments or other amendments, in the case of Notes referencing SOFR, may also be made without the consent or approval of holders of the relevant Notes. In the case of any Successor Rate or Alternative Rate, any (i) Adjustment Spread (in the case of a Successor Rate, unless formally recommended or provided for) and (ii) any Benchmark Amendments shall be determined by the Issuer (acting in good faith and in a commercially reasonable manner and by reference to such sources as it deems appropriate, which may include consultation with an Independent Adviser).

Any Benchmark Adjustment Spread that is applied or taken into account may not be effective to reduce or eliminate economic prejudice to investors. The use of a Benchmark Fallback Rate, (including with the application of a Benchmark Adjustment Spread) will still result in any Notes linked to or referencing a benchmark performing differently (which may include payment of a lower rate of interest) than they would if the relevant benchmark were to continue to apply in its current form.

In certain circumstances the ultimate fallback for the purposes of calculation of interest for a particular Interest Period may result in the Interest Rate for the last preceding Interest Period being used. This may result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last observed on the Relevant Screen Page or the initial Interest Rate applicable to such Notes on the Interest Commencement Date. In addition, due to the uncertainty concerning the availability of any Benchmark Fallback Rate, any determinations that may need to be made by the Issuer (and, if applicable, the involvement of any independent adviser), the relevant fall-back provisions may not operate as intended at the relevant time.

Any such consequences could have a material adverse effect on the value, market price or liquidity of and return on any such Notes. 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 the Floating Rate Notes and could also have a material adverse effect on the value, market price or liquidity of, and the amount payable under, the Floating Rate Notes. Investors should consider these matters and consult their own independent advisers when making their investment decision with respect to the relevant Floating Rate Notes.

***The market continues to develop in relation to risk-free rates (including overnight rates) as reference rates***

Where the applicable Pricing Supplement for a series of Floating Rate Notes specifies that the interest rate for such Floating Rate Notes will be determined by reference to SONIA, SOFR or AONIA, interest will be determined on the basis of Compounded Daily SONIA, Compounded Daily SOFR or Compounded Daily AONIA, respectively (each as defined in the Conditions). All such rates are based on “overnight rates”. Overnight rates differ from interbank rates in a number of material respects, including (without limitation) that such rates are backwards-looking, compounded, risk-free or secured overnight rates, whereas interbank rates are expressed on the basis of a forward-looking term and includes a credit risk element based on inter-bank lending. As such, investors should be aware that overnight rates may behave materially differently as interest reference rates for Floating Rate Notes issued under the Program compared to interbank rates. The use of overnight rates as reference rates for notes is subject to continued change and development, both in terms of the substance of the calculation and in the development and adoption of market infrastructure for the issuance and trading of notes referencing such overnight rates.

Accordingly, prospective investors in any Floating Rate Notes referencing any overnight rates should be aware that the market continues to develop in relation to such rates in the capital markets and their adoption as an alternative to interbank offered rates. Market participants, industry groups and/or central bank-led working groups have explored compounded and weighted average rates and observation methodologies for such rates (including so-called “shift”, “lag” and “lock-out” methodologies) and forward-looking “term” reference rates derived from these overnight rates have also been, or are being, developed. The adoption of overnight rates may also see component inputs into swap rates or other composite rates transferring from interbank rates or another reference rate to an overnight rate.

The market or a significant part thereof may adopt overnight rates in a way that differs significantly from those set out in the Conditions of the Notes issued under the Program. In addition, the methodology for determining any overnight rate index by reference to which the Interest Rate in respect of certain Notes may be calculated could change during the life of any Notes. Furthermore, the Issuer may in the future issue Notes referencing SONIA, SOFR or AONIA that differ materially in terms of interest determination when compared with any previous SONIA, SOFR or AONIA referenced Notes issued by it under the Program. The continued development of overnight rates as interest reference rates for the bond markets and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise adversely affect the market price of any such Notes issued under the Program from time to time.

Furthermore, the Interest Rate on Notes which reference overnight rates is only capable of being determined immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Notes which reference overnight rates to estimate reliably the amount of interest which will be payable on such Notes, and some investors may be unable or unwilling to trade such Notes without changes to their IT systems, both of which factors could adversely impact the liquidity of such Notes. Further, in contrast to LIBOR-based Notes, if Notes referencing an overnight rate become due and payable as a result of an Event of Default under Condition 26 or are otherwise redeemed early on a date which is not an Interest Payment Date, the final Interest Rate payable in respect of such Notes shall only be determined immediately prior to the date on which the Notes become due and payable.

In addition, the manner of adoption or application of overnight rates in the bond markets may differ materially when compared with the application and adoption of the same overnight rates for the same currencies in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of overnight rates across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Notes referencing overnight rates.

Since SOFR is a relatively new market index, Notes linked to SOFR may have no established trading market when issued, and an established trading market may never develop or may not be very liquid. Market terms for debt securities indexed to SOFR, such as the spread over the index reflected in interest rate provisions, may evolve over time, and trading prices of any Notes linked to SOFR may be lower than those of later-issued indexed debt securities as a result. The SOFR-referenced Notes may not be able to be sold or may not be able to be sold at prices that will provide a yield comparable to similar investments that have a developed secondary market, and holders of SOFR-referenced Notes may consequently suffer from increased pricing volatility and market risk.

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

***Historical levels of SOFR are not an indication of its future levels and SOFR may be more volatile than other benchmarks or market rates***

The New York Federal Reserve began to publish SOFR in April 2018 and SOFR Index data in March 2020, and they therefore have a relatively limited history. While some pre-publication hypothetical performance data has been published by the New York Federal Reserve, such data inherently involves assumptions, estimates and approximations. Hypothetical or historical performance data and trends are not indicative of, and have no bearing



on, the potential performance of SOFR and therefore investors should not rely on any such data or trends as an indicator of future performance.

Since the initial publication of SOFR, daily changes in SOFR have, on occasion, been more volatile than daily changes in other benchmark or market rates. The return on, and value of, SOFR-referenced Notes may fluctuate more than floating rate securities that are linked to less volatile rates. In addition, the volatility of SOFR has reflected the underlying volatility of the overnight U.S. Treasury repo market. The New York Federal Reserve has at times conducted operations in the overnight U.S. Treasury repo market in order to help maintain the federal funds rate within a target range. There can be no assurance that the New York Federal Reserve will continue to conduct such operations in the future, and the duration and extent of any such operations is inherently uncertain. The effect of any such operations, or of the cessation of such operations to the extent they are commenced, is uncertain and could be materially adverse to investors in SOFR-referenced Notes. The future performance of SOFR is impossible to predict, and therefore no future performance of SOFR should be inferred from any hypothetical or historical data or trends.

***Credit Ratings assigned to the Issuer, a Guarantor or any Notes may not reflect all the risks associated with an investment in those Notes***

One or more independent credit rating agencies may assign credit ratings to the Issuer, a Guarantor or the Notes. Certain information with respect to the Issuer's or a Guarantor's (if any) ratings and the credit rating agencies which have assigned such ratings is set out under the heading "Important Notice" at the beginning of this Offering Circular. Where an issue of Notes is rated, such rating will be specified in the relevant Pricing Supplement and may not necessarily be the same as the rating assigned to Issuer.

The credit ratings given may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the market value of the Notes (see also the information on credit ratings in the section "Overview of the Program" on pages 13 to 19 inclusive of this Offering Circular). In addition, real or anticipated changes in the credit rating of the Issuer, a Guarantor or any Notes will generally affect the value of the Notes.

A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended, cancelled, reduced or withdrawn by the rating agency at any time.

In general, investors regulated in the EU are restricted under Regulation (EC) No. 1060/2009 (as amended) (the "**EU CRA Regulation**") from using credit ratings for regulatory purposes in the EU, unless such ratings are issued by a credit rating agency established in the EU and registered under the EU CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the EU CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). The list of registered and certified rating agencies published by ESMA on its website in accordance with the EU CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list.

Investors regulated in the UK are subject to similar restrictions under Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the EUWA (the "**UK CRA Regulation**"). As such, UK regulated investors are restricted from using a rating for UK regulatory purposes unless such ratings are issued by a credit rating agency established in the UK and registered under the UK CRA Regulation (and such registration has not been withdrawn or suspended). In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a) endorsed by a UK registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation. Note that this is subject, in each case, to (a) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (b) transitional provisions that apply in certain circumstances. In the case of third country ratings, for a certain limited period of time, transitional relief accommodates continued use for regulatory purposes in the UK, of existing pre-2021 ratings, provided the relevant conditions are satisfied.

As a result of the UK CRA Regulation and EU CRA Regulation, if the status of a rating agency rating the Notes changes, investors regulated in the UK or the EU may no longer be able to use the rating of that rating agency for regulatory purposes and the Notes may have different regulatory treatment. This may result in investors in the UK or the EU selling the Notes which may impact the value of the Notes and their liquidity in any secondary market.]

Each rating should be evaluated independently of any other rating. Credit ratings are for distribution only to a person (a) who is not a "retail client" within the meaning of section 761G of the Corporations Act and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Part 6D.2 or 7.9

of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located.

### ***An issue may not proceed***

The Issuer may decide not to proceed with an issue of Notes under the Program. Where this is the case, the investor will have no rights against the Issuer in relation to any expense incurred or loss suffered.

### **Risks applicable to certain types of Notes**

***There are particular risks associated with an investment in certain types of Notes, such as Index Linked Notes and Dual Currency Notes. In particular, an investor might receive less interest than expected or no interest in respect of such Notes and may lose some or all of the principal amount invested by it***

The Issuer may issue Notes with principal or interest payable in respect of the Notes being determined by reference to an index or formula, to changes in the prices of securities or commodities, to movements in currency exchange rates or to other factors (each, a “**Relevant Factor**”). In addition, the Issuer may issue Notes with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated. Potential investors should be aware that:

- the market price of such Notes may be volatile and may be linked to factors other than the credit of the Issuer;
- they may receive no interest;
- payment of principal or interest may occur at a different time or in a different currency than expected;
- they may lose all or a substantial portion of their principal;
- a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- the effect of any multiplier or leverage factor that is applied to the Relevant Factor is that the impact of any changes in the Relevant Factor on the amounts of principal or interest payable will be magnified; and
- the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield.

The historical experience of an index or other Relevant Factor should not be viewed as an indication of the future performance of such index or Relevant Factor during the term of any Notes. Accordingly, potential investors should consult their respective financial and legal advisers about the risk entailed by an investment in any Notes linked to such index or Relevant Factor and the suitability of such Notes in light of their particular circumstances.

In the case of Notes linked to or referencing a benchmark, potential investors should also refer to the risk factor entitled “*Interest rate benchmarks – The regulation and reform of benchmarks may adversely affect the value of Notes linked to or referencing such benchmarks*” and “*Interest rate benchmarks – Benchmark discontinuation under the Conditions*” above.

### ***The value of Fixed Rate Notes may be adversely affected by movements in market interest rates***

An investment in Fixed Rate Notes involves the risk that if market interest rates subsequently increase above the rate paid on the Fixed Rate Notes, this will adversely affect the value of such Fixed Rate Notes.

### ***Notes which are issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates***

The market value of Notes issued at a substantial discount (such as Zero Coupon Notes) or premium to their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for more conventional interest-bearing securities. Generally, the longer the remaining term of such securities, the greater the price volatility as compared to more conventional interest-bearing securities with comparable maturities. Accordingly, investors in any Notes issued at a discount or premium are exposed to interest rate volatility and may suffer a greater loss on their investment compared to an investment in other interest-bearing debt securities.

***Where Notes are issued on a partly paid basis, an investor who fails to pay any subsequent instalment of the issue price could lose all of its investment***

Notes may be issued where the issue price is payable in more than one instalment. Any failure by an investor to pay any subsequent instalment of the issue price in respect of its Notes could result in the investor losing all of its investment.

***Notes which are issued with variable interest rates or which are structured to include a multiplier or other leverage factor are likely to have more volatile market values than more standard securities***

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

## Corporate profile

In this section “*Corporate profile*”, “we”, “us”, “our”, “Telstra”, and “the Group” all mean Telstra Group Limited, an Australian corporation, and its controlled entities taken as a whole.

Telstra’s financial year ends on 30 June. Unless stated otherwise, the following applies:

- “year”, “financial year” or “FY” means the year ended 30 June; and
- “2025” means calendar year 2025 and similarly for other calendar years.

All amounts are expressed in Australian Dollars (“A\$”), unless otherwise stated.

### Overview of Telstra

Telstra is Australia’s leading telecommunications company, offering a full range of communications products and services and competing in local and international telecommunications markets. Our diverse customer base includes consumers, businesses, enterprises and government organisations. We bring innovative and intuitive products and services to the market and offer a broad suite of connectivity options and services in Australia, as well as connectivity and enterprise services globally.

Following a long history dating back to the establishment of the Postmaster-General’s Department in 1901, Telstra Corporation Limited was incorporated as an Australian public limited liability company in November 1991 and was initially listed on the Australian Securities Exchange (“**ASX**”) (formerly the Australian Stock Exchange) on 17 November 1997. Since then, the Group has undergone many changes, including a corporate restructure in 2022 that resulted in Telstra Group Limited becoming the listed entity on the ASX from 31 October 2022. As at 30 June 2025, Telstra is one of the 20 largest companies listed on the ASX with a market capitalisation of approximately A\$55 billion and has over 30,000 employees.

Our purpose is to build a connected future so everyone can thrive. Our Connected Future 30 strategy sees us focus on connectivity and innovating in the core of our business. We aim to maintain our network leadership and make it simple for customers to get the connectivity they need in a changing environment. Our overarching ambition is to be the number one choice for connectivity in Australia. Our world-leading mobile network reaches approximately 99.7 per cent of the Australian population and covers 3 million square kilometres. We have around 265 retail stores in Australia.

As at 30 June 2025, we provide around 24.9 million retail mobile services and 3.4 million consumer and small business bundles, data and voice only services in Australia. We also have access to over 2,000 network points of presence in more than 200 countries and territories around the world.

As at the date of this Offering Circular Telstra Group Limited had on issue 11,385,028,987 fully paid ordinary shares. As at the date of this Offering Circular we are not, directly or indirectly, controlled by any of our shareholders.

Our shares are quoted on the ASX, and we endeavour to comply with the ASX Corporate Governance Council’s principals and recommendations on best practice governance for listed entities.

The business address for Telstra Group Limited and each of its directors and senior executives is:

The Company Secretary  
Telstra Group Limited  
Level 41, 242 Exhibition Street  
Melbourne Vic 3000  
Australia

Email: [companysecretary@team.telstra.com](mailto:companysecretary@team.telstra.com)

### Telstra’s key strengths

- We have a leading position in both mobile and fixed-line services in Australia, with strong brand recognition and equity.
- We have the largest mobile network infrastructure in Australia, known for its reliability and coverage.

- We are the largest owner of digital infrastructure in Australia, including extensive tower, fibre and duct networks.
- We have a long term revenue contract with nbn™, with pricing linked to CPI.
- Our people are a highly skilled, engaged and dedicated work force.
- We have a mature and comprehensive risk management framework.
- We have a disciplined capital management framework and a have a well-balanced debt maturity profile. Our debt maturity profile is periodically published on our website: <https://www.telstra.com.au/aboutus/investors/debt-investors>.

## Strategy

Our Connected Future 30 strategy (“**Connected Future 30 Strategy**”) was announced in May 2025. This five-year strategy lays out our ambition to be the number one choice for connectivity in Australia.

This strategy sees us:

- Focus on connectivity and innovating in the core of our business;
- Remaining focused on lifting customer experience;
- Remaining focused on delivering financial growth and value from our world-leading mobile network and infrastructure; and
- Delivering on our commitment to simplify our operations and improve our productivity.

Our Connected Future 30 Strategy has three layers, each with its own goal:

- **Customer Experience:** To lead in how we anticipate and deliver on the connectivity needs of our customers. For example, by using AI to know our customers more deeply and proactively address their issues, showing up for customers in the way they need with both digital tools and human support, and making it simple to get increasingly sophisticated connectivity.
- **Network as a Product:** To build and operate Australia’s leading network and reinvent how we capture value from it. For example, by investing to deliver the most advanced network in the country, and moving from selling bandwidth to selling value – like prioritised connectivity in congested areas, scalable bandwidth for a retailer in peak sales periods, or increased security for enterprises as the threat landscape evolves.
- **Digital Infrastructure:** To be Australia’s leading digital infrastructure provider. For example, by expanding our satellite ground station business and intercity fibre network – the only network of its kind in Australia able to support the data needed for AI.

Alongside these three layers, four key enablers then underpin the delivery of our strategy:

- Our People & Culture will be fundamental to our success, and we’ll continue to invest in them and build a high-performance culture.
- In Technology Leadership, we’ll deliver the best experiences for our customers and our people while also driving value for our business.
- Operating Sustainably is fundamental to supporting the productivity and prosperity of Australia and delivering value for our shareholders over the longer term.
- On Financial Discipline, our focus will be on delivering positive operating leverage as driver of our growth.

More information about our Connected Future 30 Strategy is set out in our 2025 Telstra Investor Day presentation published on our website (which is incorporated into this Offering Circular by reference via the ASX announcements): <https://www.telstra.com.au/aboutus/investors/investor-presentations>.

## Capital Management Framework

The objectives of our Capital Management Framework are to maximise returns for shareholders, maintain financial strength and retain financial flexibility, and are underpinned by the following principles:

- Committed to balance sheet settings consistent with an A band credit rating;
- Disciplined BAU capex to support core business growth<sup>1</sup>;
- Sustainable and growing dividend (prefer fully-franked);
- Disciplined portfolio management and strategic investment<sup>2</sup>; and
- Use balance sheet capacity for additional shareholder returns.

In May 2025, we removed explicit comfort zones on gearing and interest cover, and updated our debt servicing comfort zones to between 1.75 and 2.25 times net debt to EBITDA.

In order to maintain or adjust the capital structure, we may issue or repay debt, adjust the amount of dividends paid to shareholders, return capital to shareholders (including share buy-backs) or issue new shares.

## Credit rating

As at the date of this Offering Circular, we have the following debt ratings for long-term unsubordinated unsecured obligations at Telstra Group Limited:

- Moody's Investors Service Pty Limited: A2 (stable outlook); and
- S&P Global Ratings Australia Pty Limited: A- (stable outlook).

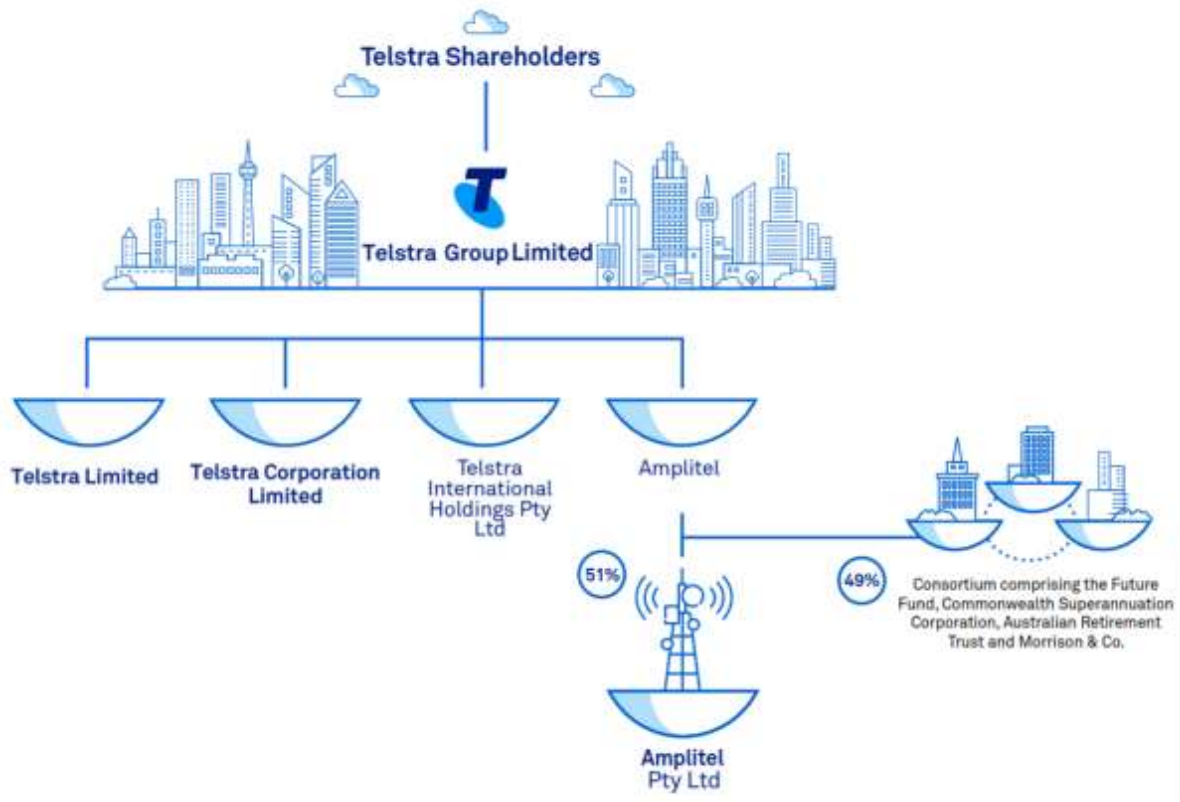
## Key Subsidiaries

The Group consists of a significant number of Australian and foreign subsidiaries. As at the date of this Offering Circular, the Group has four key subsidiaries as described in this section below. Full details of the controlled entities for the Group as at 30 June 2025 can be found on our website at: [www.telstra.com.au/aboutus/investors/financial-information/financial-results](http://www.telstra.com.au/aboutus/investors/financial-information/financial-results) in the Consolidated Entity Disclosure Statement of the financial report in Telstra Group Limited's Annual Report, which is incorporated into this Offering Circular by reference (see "*Documents incorporated by reference*" on page 11 of this Offering Circular).

---

<sup>1</sup> Business-as-usual (BAU) capex is measured on an accrued basis and excludes spectrum, guidance adjustments, strategic investment capex, externally funded capex and capitalised leases.

<sup>2</sup> Strategic investment capex is measured on an accrued basis and currently relates to intercity fibre network and Viasat.



As at the date of this Offering Circular the four key subsidiaries under Telstra Group Limited undertake the following business activities:

Telstra Limited	Telstra Corporation Limited	Telstra International Holdings Pty Ltd	Amplitel
<p>The Group's core business, including:</p> <ul style="list-style-type: none"> <li>the retail business of providing fixed, data, mobility, wireless, and ancillary services to consumer, small business, government and enterprise clients;</li> <li>the Telstra wholesale business; and</li> <li>the active parts of the Group's infrastructure network.</li> </ul>	<p>The passive infrastructure asset business that:</p> <ul style="list-style-type: none"> <li>operates the fixed passive network infrastructure, including data centres, exchanges, poles, ducts, pits and pipes and fibre network;</li> <li>provides NBN Co with long-term access to certain components of our infrastructure under the Infrastructure Services Agreement; and</li> <li>excludes the activities undertaken by the other key subsidiaries.</li> </ul>	<p>The Group's business of providing international services using the international assets, including the business of Digicel Pacific in PNG and the South Pacific.</p>	<p>The separate business of providing access to passive tower assets owned or operated by Amplitel.</p>

## Core operational segments

The Group's core operational segments (as at 30 June 2025) are set out in the table below.

Segment	Operation
<b>Telstra Consumer ("TC")</b>	<ul style="list-style-type: none"> <li>Provides telecommunication and technology products and services to consumer customers in Australia using mobile and fixed network technologies.</li> <li>Operates contact centres, retail stores, a dealership network, digital channels, distribution systems and the Telstra Plus customer loyalty program in Australia.</li> </ul>
<b>Telstra Business ("TB")</b>	<ul style="list-style-type: none"> <li>Provides telecommunication and technology products and services to small and medium businesses in Australia.</li> <li>Operates Telstra Business Technology Centres and digital channel partner network servicing small and medium business customers.</li> </ul>
<b>Telstra Enterprise Australia ("TEA")</b>	<ul style="list-style-type: none"> <li>Provides telecommunication services, advanced technology solutions, network capacity and management, unified communications, cloud, security, industry solutions, integrated and monitoring services to government and large enterprise and business customers in Australia.</li> </ul>
<b>Telstra International ("TI")</b>	<ul style="list-style-type: none"> <li>Provides telecommunication, media and technology products and services to consumer, business and government services in the South Pacific through our Digicel Pacific business.</li> <li>Provides a full suite of telecommunication services, including satellite services, advanced technology solutions, network capacity and management, cloud, security, industry solutions, integrated and monitoring services to government and enterprise and business customers outside of Australia.</li> <li>Provides wholesale services outside of Australia, including voice and data.</li> <li>Manages Telstra's networks outside Australia, including international subsea cables, in conjunction with Networks, IT and Product and Telstra InfraCo segments.</li> </ul>
<b>Networks, IT and Product ("NIT&amp;P")</b>	<ul style="list-style-type: none"> <li>Global Networks and Technology supports the other segments and their respective revenue generating activities by maintaining a high level of reliability and security of our global network platforms and cloud infrastructure. It maintains our networks and is accountable for our network intelligence and automation.</li> <li>Product and Technology works with other functions to create and deliver products and solutions for customers across all segments. It has accountability for product strategy, innovation, development, and life cycle where products are incubated and brought to scale. It is also accountable for Telstra's IT and Data &amp; AI functions and our digital platforms underpinning our customer digital experience.</li> </ul>



<p><b>Telstra InfraCo</b></p>	<ul style="list-style-type: none"> <li>• Operates in Australia and provides telecommunication products and services delivered over Telstra networks to other carriers, carriage service providers and internet service providers.</li> <li>• Provides other Telstra functions and wholesale customers with access to network infrastructure within Telstra InfraCo's asset accountabilities.</li> <li>• Operates the fixed passive network infrastructure including data centres, exchanges, poles, ducts, pits and pipes and fibre network.</li> <li>• Designs and constructs fibre, exchanges and other infrastructure.</li> <li>• Provides NBN Co with long-term access to certain components of our infrastructure under the Infrastructure Services Agreement.</li> <li>• Operates the passive and physical mobile tower assets owned or operated by the Amplitel business.</li> </ul>
-------------------------------	---

## Main products and services of the Group

A brief description of the main products and services offered by the Group is set out below. We closely monitor the Group's products and services to ensure that they are fit for purpose and adapt and respond to changes as necessary.

- Mobile telecommunications services, including 5G and/or 4G post-paid and pre-paid mobile services to our customers in Australia. Services include handheld data services, voice and video calling, text and international roaming using our Telstra, Boost, and Belong® brands. We also provide internet of things services and mobile broadband services.
- Fixed broadband, voice and media products and services under our Telstra and Belong® brands in Australia. These products include broadband internet services to consumer and business customers largely via the nbn™ network and wireless technologies, including satellite.
- An extensive range of telecommunications services and advanced technology solutions for government, enterprise and business customers in Australia. Services include advanced technology solutions through Data & Connectivity, and Network Applications and Services products such as unified communications, cloud, security, industry solutions and integrated services.
- Wholesale telecommunication products and services delivered over Telstra networks to other carriers, carriage service providers and internet service providers. For example, mobile postpaid and prepaid handheld services and domestic and international fibre and transmissions services.
- Providing customers with access to network infrastructure including data centres, exchanges, poles, ducts, pits and pipes and fibre network. This includes providing NBN Co with long-term access to our ducts, fibre and fixed network sites. Amplitel operates and provides customers with access to mobile tower assets.
- Providing telecommunication services, advanced technology solutions and network capacity and management to government and large enterprise and business customers outside of Australia. This includes wholesale services outside of Australia, including voice and data.
- Mobile, business solutions, TV and broadband products and services to consumer, business and government customers in the South Pacific through our Digicel Pacific acquisition which completed on 13 July 2022.

## Sustainability

Operating sustainably creates ongoing value for our business and positive impact for our stakeholders, communities and the environment. Sustainability is one of four enablers in our Connected Future 30 strategy.

Our approach to environment, social responsibility and governance (“ESG”) is described in our annual sustainability reporting, published on our website at <https://www.telstra.com.au/sustainability/report>. That reporting highlights our most material sustainability topics and our Sustainable Development Goal (“SDG”) priorities, contributing to our purpose to build a connected future so everyone can thrive.

## Regulation

Telstra is subject to a range of laws and regulations in Australia and overseas, including in the areas of telecommunications, corporate law, consumer and competition law and occupational health and safety. Telstra is also subject to investigations and reviews from time to time by regulators. In Australia, the principal regulators that Telstra interacts with are the ACCC, the ACMA, the Office of the Australian Information Commissioner, ASIC, the ASX and Comcare.

In the ordinary course of our business, we aim to identify, and may continue to identify, issues that have the potential to impact our customers and reputation which do not meet relevant laws or regulations. Where we identify these issues, disclosures will be made as required by the accounting standards, or our other legal disclosure obligations, or provide for such liabilities as required.

Regulatory investigations and reviews may result in enforcement action, litigation (including class action proceedings) or penalties (both civil and, in limited circumstances, criminal).

## Directors

Information about the directors of Telstra Group Limited (including biographies and an indication of the principal activities performed by them outside Telstra where these are significant with respect to the Group) is available and is updated periodically via: [www.telstra.com.au/aboutus/our-company/present/the-board/](http://www.telstra.com.au/aboutus/our-company/present/the-board/).

Information about our senior executives (including their names and functions at Telstra) is available and is updated periodically via: <https://www.telstra.com.au/aboutus/ourcompany/present/leadership-team/>.

## Legal proceedings

In the ordinary course of our business, we may be party to legal, regulatory and administrative proceedings. As at the date of this Offering Circular, we are not aware of any such proceedings which we believe, individually or taken together, will have a material adverse effect on our financial condition, which has not been disclosed.

## Recent developments

There have been no other significant changes in our prospects, financial position or trading position since the date of our last published Full Year Results, except as announced by Telstra to ASX or SGX-ST, or published in our Half Year Results or Full Year Results after the date of this Offering Circular (and as incorporated into this Offering Circular by reference (see “*Documents incorporated by reference*” on page 11 of this Offering Circular)).

## Further information

Further information about the Group is set out in our 2025 Annual Report, as it is incorporated by reference in, and forms part of, this Offering Circular (see “*Documents incorporated by reference*” on page 11 of this Offering Circular).

## Trademarks

™ and ® denote trademarks of Telstra Limited (ABN 64 086 174 781).

nbn™, NBN Co and other nbn™ logos and brands are trademarks of NBN Co Limited and used under licence.

---

## **Terms and Conditions of the Notes**

---

### **Contents**

<b>1</b>	<b>Introduction</b>	<b>52</b>
<b>2</b>	<b>Form</b>	<b>53</b>
<b>3</b>	<b>Denomination</b>	<b>54</b>
<b>4</b>	<b>Currency</b>	<b>54</b>
<b>5</b>	<b>Status</b>	<b>54</b>
<b>6</b>	<b>Negative pledge</b>	<b>54</b>
<b>7</b>	<b>Title</b>	<b>55</b>
<b>8</b>	<b>Title to Australian Domestic Notes</b>	<b>56</b>
<b>9</b>	<b>No exchange of Notes; Transfers of Registered Euro/CMU Notes</b>	<b>57</b>
<b>10</b>	<b>Transfers of Australian Domestic Notes</b>	<b>58</b>
<b>11</b>	<b>General</b>	<b>58</b>
<b>12</b>	<b>Fixed Rate Notes</b>	<b>58</b>
<b>13</b>	<b>Floating Rate Notes and Variable Interest Notes</b>	<b>59</b>
<b>14</b>	<b>Benchmark discontinuation</b>	<b>77</b>
<b>15</b>	<b>Dual Currency Notes</b>	<b>81</b>
<b>16</b>	<b>Partly Paid Notes</b>	<b>81</b>
<b>17</b>	<b>General provisions applicable to interest</b>	<b>81</b>
<b>18</b>	<b>Redemption</b>	<b>82</b>
<b>19</b>	<b>Payments</b>	<b>85</b>
<b>20</b>	<b>Payments in respect of Definitive Bearer Notes</b>	<b>86</b>
<b>21</b>	<b>Payments in respect of Global Notes</b>	<b>88</b>

<b>22</b>	<b>Payments in respect of Registered Euro/CMU Notes</b>	<b>88</b>
<b>23</b>	<b>Payments in respect of Australian Domestic Notes</b>	<b>89</b>
<b>24</b>	<b>Taxation</b>	<b>90</b>
<b>25</b>	<b>Time limit for claims</b>	<b>91</b>
<b>26</b>	<b>Events of Default</b>	<b>92</b>
<b>27</b>	<b>Agents</b>	<b>93</b>
<b>28</b>	<b>Replacement of lost or damaged Notes, Certificates, Talons, Receipts and Coupons</b>	<b>94</b>
<b>29</b>	<b>Meetings of Noteholders</b>	<b>94</b>
<b>30</b>	<b>Variation</b>	<b>94</b>
<b>31</b>	<b>Further issues</b>	<b>95</b>
<b>32</b>	<b>Notices to Noteholders</b>	<b>95</b>
<b>33</b>	<b>Substitution of Issuer</b>	<b>96</b>
<b>34</b>	<b>Governing law and jurisdiction</b>	<b>98</b>
<b>35</b>	<b>Third party rights</b>	<b>98</b>
<b>36</b>	<b>Interpretation</b>	<b>98</b>

*The following is the text of the terms and conditions that, subject to completion and amendment and as supplemented or varied in accordance with the provision 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 the Global Certificate(s) representing each Series. Either (i) the full text of these terms and conditions together with the relevant provisions of the Pricing Supplement or (ii) these terms and 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 relevant Pricing Supplement. Those definitions will be endorsed on the definitive Notes. 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.*

## **Part 1 Introduction**

---

### **1 Introduction**

#### **1.1 Program**

Telstra Group Limited (ABN 56 650 620 303) (“**Issuer**”) has established a debt issuance program for the issuance of Notes with an aggregate principal amount not exceeding €20,000,000,000 (or the equivalent in other currencies at the date of issue of any Notes).

The payment of all amounts in respect of the Notes payable by the Issuer will be guaranteed by the guarantors identified in the applicable Pricing Supplement (the “**Guarantors**”), unless released in accordance with the terms of the Guarantee, pursuant to the terms of a Victorian law deed poll guarantee entered into by Telstra Corporation Limited (ABN 33 051 775 556) and Telstra Limited (ABN 64 086 174 781) as the initial guarantors on 3 January 2023 (as amended or supplemented from time to time, the “**Guarantee**”).

#### **1.2 Pricing Supplement**

Notes issued under the Program are issued in Series. Each Series may comprise one or more Tranches having one or more issue dates and on terms otherwise identical (other than in respect of the first payment of interest). Each Tranche is the subject of the Pricing Supplement which supplements these Conditions. In the event of any inconsistency between these Conditions and the relevant Pricing Supplement, the relevant Pricing Supplement prevails.

#### **1.3 Guarantee Certificate**

Each Tranche or Series of Notes will have the benefit of the Guarantee upon the execution and delivery by the Guarantors of a Guarantee Certificate issued in accordance with the terms of the Guarantee. In the event of any inconsistency between the Guarantee Certificate and this Offering Circular, the Guarantee Certificate shall prevail.

#### **1.4 Issue documentation**

Subject to applicable Directives, the Issuer may issue Notes under the Program in any applicable country including Australia and countries in Europe and Asia (but not the United States). Notes issued in bearer form or registered form into capital markets outside Australia and the United States will be issued under the Euro Fiscal Agency Agreement or a Registry Services Agreement and have the benefit of the relevant Deed of Covenant. Notes issued in registered form into the Australian capital markets will be issued under the Australian Note Deed Poll. Notes issued in other jurisdictions outside the United States will be made pursuant to such other additional documentation as the Issuer considers appropriate and in agreement with the Program Documents and relevant Directives.

#### **1.5 The Notes**

All subsequent references in these Conditions to “Notes” are to the Notes which are the subject of the relevant Pricing Supplement. Copies of the relevant Pricing Supplement are available for inspection by Noteholders during normal business hours at the Specified Office of the Issuer or the relevant Agent and may be provided by email to a Noteholder or Couponholder following their prior written request to the relevant Agent or the Issuer therefor and provision of proof of holding and identity (in form satisfactory to the relevant Agent or the Issuer, as the case may be).

## 1.6 Summaries

Certain provisions of these Conditions are summaries of the Euro Fiscal Agency Agreement, the Australian Registry Services Agreement, the Guarantee and other Program Documents and are subject to their detailed provisions. The Noteholders and Couponholders are bound by, and are taken to have notice of, all the provisions of the relevant Agency Agreement and the other Program Documents applicable to them. A copy of the relevant Agency Agreement is available for inspection by Noteholders during normal business hours at the Specified Offices of each of the Issuer and the relevant Agents, and may be provided by email to a Noteholder or Couponholder following their prior written request to the relevant Agent or the Issuer therefor and provision of proof of holding and identity (in form satisfactory to the relevant Agent or the Issuer, as the case may be).

## 1.7 Interpretation

Defined terms and interpretation provisions are set out in Condition 36 ("Interpretation"). References to Euroclear and/or Clearstream, Luxembourg shall, wherever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer and the Euro Fiscal Agent, whether specified in the applicable Pricing Supplement or otherwise. References to the CMU shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer and the CMU Lodging and Paying Agent, whether specified in the applicable Pricing Supplement or otherwise.

## Part 2 Form, Denomination and Title

---

### 2 Form

#### 2.1 Bearer or registered

The Notes are issued as Bearer Notes or Registered Notes as specified in the applicable Pricing Supplement. In these Conditions and unless the contrary intention appears, references to "Notes" are to Bearer Notes or, as applicable, Registered Notes.

Prior to the issue of any Registered Notes, the Issuer will appoint a relevant Registrar.

#### 2.2 Definitive Bearer Notes

Definitive Bearer Notes are serially numbered and (other than in the case of Zero Coupon Notes) are issued:

- (a) with Coupons attached;
- (b) if specified in the relevant Pricing Supplement, with Talons for further Coupons attached; and
- (c) if repayable in instalments, with Receipts for the payment of the instalments of principal (other than the final instalment) attached.

#### 2.3 Registered Euro/CMU Notes

Registered Euro/CMU Notes are constituted by the Deed of Covenant specified in the relevant Pricing Supplement. A copy of the relevant Deed of Covenant is available for inspection at the office of the relevant Registrar and may be provided by email to a Noteholder or Couponholder following their prior written request to the relevant Agent or the Issuer therefor and provision of proof of holding and identity (in form satisfactory to the relevant Agent or the Issuer, as the case may be).

Holders of such Registered Euro/CMU Notes are entitled to the benefit of, are bound by, and are deemed to have notice of all the provisions of the relevant Deed of Covenant.

Registered Euro/CMU Notes are represented by registered certificates ("**Certificates**") and, save as provided in Condition 9.3 ("Partial redemption or exercise of options in respect of Registered Euro/CMU Notes"), each Certificate shall represent the entire holding of Registered Notes by the same holder.

#### 2.4 Uncertificated Registered Notes and Global Notes

Uncertificated Registered Notes and Global Notes do not have Coupons, Talons or Receipts attached on issue.

## **2.5 Zero Coupon Notes**

In these Conditions in relation to Zero Coupon Notes, references to interest (other than in relation to interest due after the Maturity Date), Coupons, Couponholders and Talons are not applicable.

## **2.6 Exchange of Bearer Notes and Registered Notes not permitted**

Bearer Notes may not be exchanged for Registered Notes and *vice versa*.

---

## **3 Denomination**

Bearer Notes and Registered Notes may be issued in one or more Specified Denominations as specified in the applicable Pricing Supplement, provided that Euro Notes must be issued in one or more Specified Denominations of €100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000.

Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination.

---

## **4 Currency**

The Notes may be denominated in any Specified Currency, subject to compliance with all applicable legal, regulatory and central bank requirements.

---

## **5 Status**

### **5.1 Status of the Notes**

The Notes constitute direct, unsubordinated and (subject to Condition 6 ("Negative pledge")) unsecured obligations of the Issuer.

### **5.2 Ranking of Notes**

The Notes rank equally among themselves and at least equally with all other unsecured and unsubordinated obligations of the Issuer, except for liabilities mandatorily preferred by law.

### **5.3 Status of the Guarantee**

The payment of all sums expressed to be payable by the Issuer under the Notes and the Receipts and Coupons are guaranteed by the Guarantors (unless released in accordance with the terms of the Guarantee). The payment obligations of each Guarantor under the Guarantee constitute direct, unsubordinated and (subject to Condition 6 ("Negative pledge")) unsecured obligations of each Guarantor and shall rank at least equally with all other unsecured and unsubordinated obligations of that Guarantor, except for liabilities mandatorily preferred by law.

---

## **6 Negative pledge**

### **6.1 Negative pledge**

So long as any Notes of any Series remain Outstanding the Issuer must not, and will ensure that each Guarantor (but only for so long as that entity remains a Guarantor under the Guarantee) does not, create or permit to subsist any Security Interest upon the whole or any part of its present or future property or assets to secure any:

- (a) Relevant Indebtedness; or
  - (b) guarantee by the Issuer of Relevant Indebtedness of third parties,
- unless in each case:

- (c) at the same time or prior thereto it secures the Notes equally and rateably with that Relevant Indebtedness; or
- (d) granting or procuring to be granted such other Security Interest in respect of its obligations under all Notes of all Series as may be approved by an Extraordinary Resolution of the Noteholders.

## 6.2 Associated definitions

In Condition 6.1 ("Negative pledge"):

**PPSA** means the Personal Property Securities Act 2009 of Australia.

**Relevant Indebtedness** means any obligation in respect of moneys borrowed or raised which is in the form of or evidenced by any note, bond, debenture, or other similar debt instruments which is, or are capable of being, listed, quoted, ordinarily dealt in or traded on any recognised stock exchange, over the counter or other securities markets.

**Security Interest** means any mortgage, charge, pledge, lien or other 'security interest' for the purposes of the PPSA other than:

- (a) a security interest arising by operation of law; or
- (b) a security interest provided for by one of the following transactions if the transaction does not secure payment or performance of an obligation:
  - (i) a transfer of an account or chattel paper;
  - (ii) a commercial assignment; or
  - (iii) a PPS Lease,
 where "account", "chattel paper", "commercial consignment" and "PPS lease" have the same meanings given to them in the PPSA.

---

## 7 Title

### 7.1 Scope of this condition

This Condition 7 ("Title") does not apply to Australian Domestic Notes.

### 7.2 Bearer Notes

Title to Bearer Notes, Receipts and Coupons passes by delivery.

### 7.3 Registered Euro/CMU Notes

Title to the Registered Euro/CMU Notes passes by registration in the Euro/CMU Register which the Issuer shall procure to be kept by the relevant Registrar in accordance with the provisions of the Euro Fiscal Agency Agreement.

### 7.4 Recognition of interests

Subject to Condition 7.5 ("Global Notes"), and except as otherwise required by law, the Issuer, each Guarantor, the Euro Fiscal Agent and the relevant Registrar (if applicable) must treat:

- (a) the bearer of any Bearer Note, Receipt or Coupon as the absolute owner of the Bearer Note, Receipt or Coupon; and
- (b) the person in whose name a Registered Euro/CMU Note is registered as the absolute owner of the Registered Euro/CMU Note.

This Condition applies whether or not a Note is overdue and despite any notice of ownership or writing on a Note or notice of any previous loss or theft of it.



## **7.5 Global Notes**

For so long as a Bearer Note is represented by a Global Note held on behalf of a common depositary for Euroclear and Clearstream, Luxembourg or a sub-custodian for the CMU, or a Registered Euro/CMU Note is represented by a Global Note registered in the nominee name of the Common Depositary for Euroclear and Clearstream, Luxembourg or deposited with a sub-custodian for the CMU, the Issuer, each Guarantor and the Euro Fiscal Agent or the CMU Lodging and Paying Agent (as applicable) must treat:

- (a) for the purposes of payment of principal or interest on the principal amounts of those Notes cleared through Euroclear or Clearstream, Luxembourg, the bearer or registered holder of the relevant Global Note as the holder of the principal amount of those Notes in accordance with and subject to the terms of the relevant Global Note;
- (b) for the purposes of payment of principal, interest or any other amounts in respect of those Notes cleared through the CMU, the person(s) for whose account(s) interests in the relevant Global Note are credited (at the relevant time as notified to the CMU Lodging and Paying Agent as set out in a CMU Issue Position Report or any other relevant notification supplied to the CMU Lodging and Paying Agent by the CMU); and
- (c) for all other purposes, each person (other than Euroclear, Clearstream, Luxembourg or the CMU) who is for the time being shown in the records of Euroclear, of Clearstream, Luxembourg or of the CMU as the holder of a particular principal amount of a Global Note as the holder of the principal amount of those Notes.

Any certificate or other document issued by Euroclear or Clearstream, Luxembourg or the CMU as to the principal amount of Global Notes standing to the account of any person is conclusive and binding for all purposes, except in the case of manifest error.

---

## **8 Title to Australian Domestic Notes**

### **8.1 Registered form**

Each Australian Domestic Note takes the form of an entry in the Australian Register. No certificate will be issued in respect of it, unless the Issuer determines that certificates should be made available or that they are required by law.

### **8.2 Effect of entries in Australian Register**

Each entry in the Australian Register in respect of an Australian Domestic Note constitutes:

- (a) a separate and individual acknowledgment to the Noteholder by the Issuer of the indebtedness of the Issuer to that Noteholder;
- (b) an unconditional and irrevocable undertaking by the Issuer to the Noteholder to make all payments of principal and interest in respect of the Australian Domestic Note in accordance with these Conditions; and
- (c) an entitlement to the other benefits given to the Noteholders under these Conditions (including, without limitation, the benefit of the Guarantee where applicable) in respect of the relevant Australian Domestic Note.

### **8.3 Register conclusive as to ownership**

Entries in the Australian Register in relation to an Australian Domestic Note constitute conclusive evidence that the person so entered is the absolute owner of the Note, subject to correction for fraud or error.

## 8.4 Non-recognition of interests

Except as required by law, neither the Issuer, any Guarantor nor the Australian Registrar is required to recognise:

- (a) a person as holding an Australian Domestic Note on any trust; or
- (b) any other interest in any Australian Domestic Note or any other right in respect of an Australian Domestic Note except an absolute right of ownership in the registered holder, whether or not it has notice of the interest or right.

## 8.5 Joint holders

Where two or more persons are entered in the Australian Register as the joint holders of an Australian Domestic Note then they are taken to hold the relevant Note as joint tenants with rights of survivorship, but the Issuer is not bound to register more than four persons as joint holders of an Australian Domestic Note.

## Part 3 Transfers

---

### 9 No exchange of Notes; Transfers of Registered Euro/CMU Notes

#### 9.1 No exchange of Notes

Registered Notes may not be exchanged for Bearer Notes. Bearer Notes of one Specified Denomination may not be exchanged for Bearer Notes of another Specified Denomination. Bearer Notes may not be exchanged for Registered Notes.

#### 9.2 Transfer procedures

A Registered Euro/CMU Note may be transferred upon the surrender of the relevant certificate by which such Registered Euro/CMU Note is represented, together with the form of transfer endorsed on it duly completed and executed, at the specified office of the relevant Registrar. In the case of a certificated Registered Euro/CMU Note, a new certificate will be issued to the transferee and in the case of a transfer of a Registered Euro/CMU Note which forms part only of a holding represented by a certificate, a new certificate in respect of the balance not transferred will be issued to the transferor.

*The forms of transfer will require the transferee to certify whether or not such person is an Australian resident, or a non-Australian resident that holds the Registered Euro/CMU Notes in carrying on business in Australia at or through a permanent establishment of the transferee in Australia and, if so, the transferee may provide a TFN or ABN or evidence that such person is not required to provide a TFN or ABN.*

*Transfers of interests in the Registered Euro/CMU Note evidenced by the Registered Global Note will be affected in accordance with the rules of the relevant Clearing System.*

#### 9.3 Partial redemption or exercise of options in respect of Registered Euro/CMU Notes

In the case of a partial redemption of a holding of Registered Euro/CMU Notes represented by a single Certificate or a partial exercise of the Issuer's or Noteholders' option to redeem in respect of a holding of Registered Euro/CMU Notes represented by a single certificate, a new certificate will be issued to the Noteholder in respect of the balance of the holding not redeemed or in respect of which the relevant option has not been exercised. In the case of a partial exercise of an option resulting in Registered Euro/CMU Notes of the same holding having different terms, separate certificates shall be issued in respect of those Registered Euro/CMU Notes of that holding that have the same terms. New certificates shall only be issued against surrender of the existing certificates to the relevant Registrar.

#### 9.4 Delivery of new certificates representing Registered Euro/CMU Notes

In the case of certificated Registered Euro/CMU Notes, each new certificate to be issued upon transfer of a Registered Euro/CMU Note will, within three Business Days (in the place of the specified office of the relevant Registrar) of receipt of such request for exchange or form of transfer, be available for delivery at the specified office of the relevant Registrar, or be mailed at the risk of the Noteholder entitled to the Registered Euro/CMU Note, to such address as may be specified in such request or form of transfer.

## **9.5 Registration free of charge**

Registration of Registered Euro/CMU Notes and Certificates on registration, transfer, partial redemption or exercise of an option will be effected without charge by or on behalf of the Issuer or the relevant Registrar (other than any insurance charges or any expenses of delivery (if applicable) by other than regular mail), but upon payment of (or the giving of such indemnity as the relevant Registrar may require in respect of) any tax or other governmental charges which may be imposed in relation to it.

## **9.6 Closed periods**

No Noteholder may require the transfer of a Registered Euro/CMU Note to be registered:

- (a) during the period of 15 days ending on the due date for any payment of principal or redemption amount on that Registered Euro/CMU Note;
- (b) during the period of 15 days before any drawing of Registered Euro/CMU Notes for redemption under Condition 18.3 ("Early redemption at the option of the Issuer (Issuer call)"); or
- (c) after any such Registered Euro/CMU Note has been drawn for redemption in whole or in part.

---

## **10 Transfers of Australian Domestic Notes**

### **10.1 Transfers in whole**

Australian Domestic Notes may be transferred in whole but not in part.

### **10.2 Compliance with laws**

Australian Domestic Notes may only be transferred if:

- (a) the aggregate consideration payable by the transferee at the time of transfer is at least A\$500,000 (disregarding moneys lent by the transferor or its associates) or the offer or invitation giving rise to the transfer does not constitute an offer or invitation for which disclosure is required to be made to investors pursuant to Part 6D.2 or Chapter 7 of the Corporations Act; and
- (b) the transfer complies with any other applicable Directives.

### **10.3 Transfer procedures**

Australian Domestic Notes must be entered in the Austraclear System. Notes entered in the Austraclear System are transferable only in accordance with the Austraclear Regulations.

### **10.4 Restrictions on transfers**

Transfers of Australian Domestic Notes will not be registered later than the close of business on the eighth calendar day prior to the Maturity Date.

## **Part 4 Interest**

---

### **11 General**

Notes may be either interest-bearing or non interest-bearing, as specified in the relevant Pricing Supplement. Interest bearing Notes may bear interest at either a fixed rate or a floating rate. In relation to any Tranche of Notes, the relevant Pricing Supplement may specify actual amounts of interest payable rather than, or in addition to, a rate or rates at which interest accrues.

---

## **12 Fixed Rate Notes**

### **12.1 Application**

This Condition 12 ("Fixed Rate Notes") applies to the Notes only if the relevant Pricing Supplement states that it applies.

## **12.2 Interest on Fixed Rate Notes**

Each Fixed Rate Note bears interest on its outstanding principal amount (or, if it is a Partly Paid Note, as specified in Condition 16.2 ("Interest Rate")) from (and including) the Interest Commencement Date at the Interest Rate. Interest is payable in arrears on each Interest Payment Date, subject as provided in Condition 19.4 ("Payments on business days").

## **12.3 Fixed Coupon Amount**

If a Fixed Coupon Amount is specified in the applicable Pricing Supplement, the amount of interest payable on each Interest Payment Date in respect of the Interest Period ending on that date will amount to the Fixed Coupon Amount and, if the Notes are in more than one Specified Denomination, will amount to the Fixed Coupon Amount for the relevant Specified Denomination.

## **12.4 Broken Amount**

Payments of interest on any Interest Payment Date will, if so specified in the applicable Pricing Supplement, amount to the Broken Amount so specified.

## **12.5 No Fixed Coupon Amount or Broken Amount**

Except in the case of Notes where a Fixed Coupon Amount or Broken Amount is specified in the applicable Pricing Supplement, interest will be calculated in respect of any period by applying the Interest Rate to:

- (a) in the case of Fixed Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note;
- (b) in the case of Fixed Rate Notes which are Australian Domestic Notes, the outstanding nominal amount of the Note; and
- (c) otherwise, the Calculation Amount,

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Where the Specified Denomination of a Fixed Rate Note in definitive form comprises more than one Calculation Amount the amount of interest payable in respect of such Fixed Rate Note shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the Specified Denomination without any further rounding.

---

## **13 Floating Rate Notes and Variable Interest Notes**

### **13.1 Application**

- (a) This Condition 13 ("Floating Rate Note and Variable Interest Notes") applies to the Notes only if the relevant Pricing Supplement states that it applies. Interest on Floating Rate Notes and Variable Interest Notes.
- (b) Each Floating Rate Note and Variable Interest Note bears interest on its outstanding principal amount (or, if it is a Partly Paid Note, the amount paid up) from (and including) the Interest Commencement Date at the Interest Rate. Interest is payable in arrear:
  - (i) on each Interest Payment Date; or
  - (ii) if no Interest Payment Date is specified in the relevant Pricing Supplement, each date which falls the number of months or other period specified as the Specified Period in the applicable Pricing Supplement after the preceding Interest Payment Date, or, in the case of the first Interest Payment Date, after the Interest Commencement Date, subject, in each case, as provided in Condition 19.4 ("Payments on business days").

### **13.2 Interest Rate**

The Interest Rate payable in respect of a Floating Rate Note and Variable Interest Notes must be determined in the manner specified in the applicable Pricing Supplement and the following provisions of

these Conditions relating to either ISDA Determination, Screen Rate Determination, BBSW Rate Determination or AONIA Rate Determination shall apply accordingly, depending upon which is specified in the relevant Pricing Supplement.

### 13.3 ISDA Determination

If ISDA Determination is specified in the relevant Pricing Supplement as the manner in which the Interest Rate is to be determined, the Interest Rate applicable to the Notes for each Interest Period shall be determined by the Calculation Agent or other party responsible for the calculation of the Interest Rate as specified in the relevant Pricing Supplement (and references in this Condition 13.3 to "Calculation Agent" shall be construed accordingly) as a rate equal to the relevant ISDA Rate plus or minus (as appropriate) the Margin (if any).

For the purposes of this Condition 13.3, "**ISDA Rate**" for an Interest Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent (as defined in the ISDA Definitions (as defined below)) for that swap transaction under the terms of an agreement incorporating the latest version of the 2021 ISDA Interest Rate Derivatives Definitions as published by ISDA (the "**ISDA Definitions**") each as at the Issue Date of the first Tranche of the Notes, and under which:

- (a) the Floating Rate Option is as specified in the relevant Pricing Supplement;
- (b) the Designated Maturity (if applicable) is a period specified in the relevant Pricing Supplement; and
- (c) the relevant Reset Date is the day specified in the relevant Pricing Supplement.
- (d) the definition of "Fallback Observation Day" in the ISDA Definitions shall be deemed deleted in its entirety and replaced with the following: "Fallback Observation Day" means, in respect of a Reset Date and the Calculation Period (or any Compounding Period included in that Calculation Period) to which that Reset Date relates, unless otherwise agreed, the day that is five Business Days preceding the related Payment Date";
- (e) if the specified Floating Rate Option is an Overnight Floating Rate Option, the Overnight Rate Compounding Method is one of the following as specified in the applicable Pricing Supplement:
  - (i) Compounding with Lookback;
  - (ii) Compounding with Observation Period Shift; or
  - (iii) Compounding with Lockout; and
- (f) if the specified Floating Rate Option is a Compounded Index Floating Rate Option, the Index Method is Compounded Index Method with Observation Period Shift as specified in the applicable Pricing Supplement.

Where 2021 ISDA Definitions are used, if the Temporary Non-Publication Fallback in respect of any specified Floating Rate Option is specified to be "Temporary Non-Publication Fallback – 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 Fallback – Alternative Rate" shall be replaced by "Temporary Non-Publication Fallback – Previous Day's Rate."

In connection with the Overnight Rate Compounding Method, references in the ISDA Definitions to numbers, financial centres or other items specified in the relevant confirmation shall be deemed to be references to the numbers, financial centres or other items specified for such purpose in the applicable Pricing Supplement.

For the purposes of this Condition 13.3, "Floating Rate", "Floating Rate Option", "Designated Maturity", "Reset Date", "Overnight Floating Rate Option", "Overnight Rate Compounding Method", "Compounding Period", "Compounding with Lookback", "Compounding with Observation Period Shift", "Compounding with Lockout", "Averaging with Lookback", "Averaging with Observation Period Shift", "Averaging with Lockout", "Compounded Index Floating Rate Option", "Index Method" and "Compounded Index Method with Observation Period Shift" have the meanings given to those terms in the ISDA Definitions.

### 13.4 Screen Rate Determination for Floating Rate Notes not referencing Compounded Daily SONIA, Compounded Daily SOFR, BBSW or AONIA

Where Screen Rate Determination is specified in the relevant Pricing Supplement as the manner in which the Interest Rate is to be determined, and the Reference Rate is specified in the applicable Pricing Supplement as being EURIBOR or another rate (other than Compounded Daily SONIA, Compounded Daily SOFR, BBSW or AONIA), the Interest Rate applicable to the Notes for each Interest Period will, subject as provided below, be either:

- (a) the Relevant Rate (where the Relevant Rate on the Relevant Screen Page is a composite quotation or is customarily supplied by one entity) which appears on the Relevant Screen Page; or
- (b) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the Relevant Rates of the persons whose Relevant Rates appear on the Relevant Screen Page,

(expressed as a percentage rate per annum) for the Reference Rate which appears, or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at or about the Relevant Time in the Relevant Financial Centre on the Interest Determination Date in question plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any), all as determined by the Calculation Agent or other party responsible for the calculation of the Interest Rate as specified in the relevant Pricing Supplement (and references in this Condition 13.4 to "Calculation Agent" shall be construed accordingly).

If Condition 13.4(b) applies and five or more of such Relevant Rates are available on the Relevant Screen Page, the highest (or, if there is more than one such highest Relevant Rate, one only of such Relevant Rates) and the lowest (or, if there is more than one such lowest Relevant Rate, one only of such Relevant Rates) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above).

If the Relevant Screen Page is not available or if, in the case of Condition 13.4(a) above, no such Relevant Rate appears or, in the case of Condition 13.4(b) above, fewer than three Relevant Rates appear, in each case as at or about the Relevant Time, then (unless the Calculation Agent has been notified of any Reference Rate Successor Rate (and any related adjustments and successor inputs) pursuant to Condition 14 ("Benchmark discontinuation") below, if applicable) the Issuer (or an independent adviser appointed by it) shall request each of the Reference Banks to provide the Issuer (or an independent adviser appointed by it) with the rate or rates (expressed as a percentage rate per annum) that each such Reference Bank is quoting to leading banks in respect of the Relevant Rate at approximately the Relevant Time in the Relevant Financial Centre on the Interest Determination Date in question. If two or more of the Reference Banks provide the Issuer (or an independent adviser appointed by it) with such rate or rates, the Interest Rate for the Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of such rates plus or minus (as appropriate) the Margin (if any), all as determined by the Calculation Agent. If on any Interest Determination Date one only or none of the Reference Banks provides the Calculation Agent with such rate or rates as provided in the preceding paragraph, the Interest Rate for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Issuer (or an independent adviser appointed by it) by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Relevant Time, on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the relevant interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the Reference Rate specified in the Pricing Supplement, plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Issuer (or an independent adviser appointed by it) with such offered rates, either (as directed by the Issuer) 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 (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at approximately the Relevant Time, on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for such purpose) informs the Issuer (or an independent adviser appointed by it) it is quoting to leading banks in the relevant interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the Reference Rate specified in the Pricing Supplement, plus or minus (as appropriate) the Margin (if any), provided that, if the Interest Rate cannot be determined in accordance with the foregoing provisions of this paragraph, the Interest Rate shall be the Interest Rate determined on the previous Interest Determination Date (after readjustment for any difference between any Margin, Maximum Interest Rate or Minimum Interest Rate applicable to the preceding Interest Period and to the relevant Interest Period).

If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the applicable Pricing Supplement as being other than EURIBOR, BBSW or AONIA (BBSW and AONIA shall be determined in accordance with Condition 13.5 below), the Interest Rate in respect of the Notes will be determined as provided in the applicable Pricing Supplement.

### **13.5 BBSW Rate Determination or AONIA Rate Determination for Floating Rate Notes**

- (a) Where BBSW Rate Determination or AONIA Rate Determination is specified in the relevant Pricing Supplement as the manner in which the Interest Rate is to be determined for each Interest Period, the Interest Rate applicable to the Floating Rate Notes for each such Interest Period is either (x) the BBSW Rate or (y) the AONIA Rate as specified in the relevant Pricing Supplement, plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any).
- (b) Each Noteholder shall be deemed to acknowledge, accept and agree to be bound by, and consents to, the determination of, substitution for and any adjustments made to the BBSW Rate or the AONIA Rate, as applicable, in each case as described in this Condition 13.5 and in Condition 13.6 below (in all cases without the need for any Noteholder consent). Any determination, decision or election (including a decision to take or refrain from taking any action or as to the occurrence or non-occurrence of any event or circumstance) and any substitution for any adjustments made to, the BBSW Rate or the AONIA Rate, as applicable, and in each case made in accordance with this Condition 13.5 and in Condition 13.6 below, will, in the absence of manifest or proved error, be conclusive and binding on the Issuer, the Noteholders and each Agent, and, notwithstanding anything to the contrary in these Conditions or the Documents, shall become effective without the consent of any person.
- (c) If the Calculation Agent is unwilling or unable to determine a necessary rate, adjustment, quantum, formula, methodology or other variable in order to calculate the applicable Interest Rate, such rate, adjustment, quantum, formula, methodology or other variable will be determined by the Issuer (acting in good faith and in a commercially reasonable manner) or, an alternate financial institution (acting in good faith and in a commercially reasonable manner) appointed by the Issuer (in its sole discretion) to so determine.
- (d) All rates determined pursuant to this Condition 13.5 shall be expressed as a percentage rate per annum and the resulting percentage will be rounded if necessary to the fourth decimal place (i.e., to the nearest one ten-thousandth of a percentage point) with 0.0005 being rounded upwards.

### **13.6 BBSW Rate and AONIA Rate fallbacks**

If:

- (a) a Temporary Disruption Trigger has occurred; or
- (b) a Permanent Discontinuation Trigger has occurred,

then the Benchmark Rate for an Interest Period, whilst such Temporary Disruption Trigger is continuing or after a Permanent Discontinuation Trigger has occurred, means (in the following order of application and precedence):

- (i) where BBSW Rate is the Applicable Benchmark Rate, if a Temporary Disruption Trigger has occurred with respect to the BBSW Rate, in the following order of precedence:
  - (A) first, the Administrator Recommended Rate;
  - (B) then the Supervisor Recommended Rate; and
  - (C) lastly, the Final Fallback Rate;
- (ii) where AONIA is the Applicable Benchmark Rate or a determination of the AONIA Rate is required for the purposes of paragraph (i) above, if a Temporary Disruption

Trigger has occurred with respect to AONIA, the rate for any day for which AONIA is required will be the last provided or published level of AONIA;

- (iii) where a determination of the RBA Recommended Rate is required for the purposes of paragraph (i) or (ii) above, if a Temporary Disruption Trigger has occurred with respect to the RBA Recommended Rate, the rate for any day for which the RBA Recommended Rate is required will be the last rate provided or published by the Administrator of the RBA Recommended Rate (or if no such rate has been so provided or published, the last provided or published level of AONIA);
- (iv) where BBSW Rate is the Applicable Benchmark Rate, if a Permanent Discontinuation Trigger has occurred with respect to the BBSW Rate, the rate for any day for which the BBSW Rate is required on or after the Permanent Fallback Effective Date will be the first rate available in the following order of precedence:
  - (A) first, if at the time of the BBSW Rate Permanent Fallback Effective Date, no AONIA Permanent Fallback Effective Date has occurred, the AONIA Rate;
  - (B) then, if at the time of the BBSW Rate Permanent Fallback Effective Date, an AONIA Permanent Fallback Effective Date has occurred, an RBA Recommended Rate has been created but no RBA Recommended Rate Permanent Fallback Effective Date has occurred, the RBA Recommended Fallback Rate; and
  - (C) lastly, if neither paragraph (A) nor paragraph (B) above apply, the Final Fallback Rate;
- (v) where AONIA is the Applicable Benchmark Rate or a determination of the AONIA Rate is required for the purposes of paragraph 13.6(b)(iv)(A) above, if a Permanent Discontinuation Trigger has occurred with respect to AONIA, the rate for any day for which AONIA is required on or after the AONIA Permanent Fallback Effective Date will be the first rate available in the following order of precedence:
  - (A) first, if at the time of the AONIA Permanent Fallback Effective Date, an RBA Recommended Rate has been created but no RBA Recommended Rate Permanent Fallback Effective Date has occurred, the RBA Recommended Rate; and
  - (B) lastly, if paragraph (A) above does not apply, the Final Fallback Rate; and
- (vi) where a determination of the RBA Recommended Rate is required for the purposes of paragraph (iv) or (v) above, respectively, if a Permanent Discontinuation Trigger has occurred with respect to the RBA Recommended Rate, the rate for any day for which the RBA Recommended Rate is required on or after that Permanent Fallback Effective Date will be the Final Fallback Rate.

When calculating an amount of interest in circumstances where a Fallback Rate other than the Final Fallback Rate applies, that interest will be calculated as if references to the BBSW Rate or AONIA Rate (as applicable) were references to that Fallback Rate. When calculating interest in circumstances where the Final Fallback Rate applies, the amount of interest will be calculated on the same basis as if the Applicable Benchmark Rate in effect immediately prior to the application of that Final Fallback Rate remained in effect but with necessary adjustments to substitute all references to that Applicable Benchmark Rate with corresponding references to the Final Fallback Rate.

### **13.7 Definitions with respect to BBSW Rate Determination and AONIA Rate Determination**

For the purposes of Conditions 13.5 ("BBSW Rate Determination or AONIA Rate Determination for Floating Rate Notes") and 13.6 ("BBSW Rate and AONIA Rate fallbacks"):

**Administrator** means:



- (a) in respect of the BBSW Rate, ASX Benchmarks Pty Limited (ABN 38 616 075 417);
  - (b) in respect of AONIA, the Reserve Bank of Australia; and
  - (c) in respect of any other Applicable Benchmark Rate, the administrator for that rate or benchmark or, if there is no administrator, the provider of that rate or benchmark,
- and, in each case, any successor administrator or, as applicable, any successor administrator or provider;

**Administrator Recommended Rate** means the rate formally recommended for use as the temporary replacement for the BBSW Rate by the Administrator of the BBSW Rate;

**AONIA** mean the Australian dollar interbank overnight cash rate (known as AONIA);

**AONIA Observation Period** means the period from (and including) the date falling five Sydney Business Days prior to the first day of the relevant Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending on (but excluding) the date falling five Sydney Business Days prior to the end of such Interest Period (or the date falling five Sydney Business Days prior to such earlier date, if any, on which the Notes become due and payable);

**AONIA Rate** means, for an Interest Period and in respect of a BBSW/AONIA Interest Determination Date, the rate determined by the Calculation Agent to be Compounded Daily AONIA for that Interest Period and BBSW/AONIA Interest Determination Date plus, if applicable, the BBSW/AONIA Adjustment Spread;

**Applicable Benchmark Rate** means the Benchmark Rate specified in the relevant Pricing Supplement and, if a Permanent Fallback Effective Date has occurred with respect to the BBSW Rate, AONIA or the RBA Recommended Rate, then the rate determined in accordance with Condition 13.6 ("BBSW Rate and AONIA Rate fallbacks");

**BBSW Rate** means, for an Interest Period, the rate for prime bank eligible securities having a tenor closest to the Interest Period which is designated as the "AVG MID" on the "Refinitiv Screen ASX29 Page" or "MTD" rate on the "Bloomberg Screen BBSW Page" (or any designation which replaces that designation on the applicable page, or any replacement page) at the Publication Time on the first Sydney Business Day of that Interest Period;

**BBSW/AONIA Adjustment Spread** means the adjustment spread as at the Adjustment Spread Fixing Date (which may be a positive or negative value or zero and determined pursuant to a formula or methodology) that is:

- (a) determined as the median of the historical differences between the BBSW Rate and AONIA over a five calendar year period prior to the BBSW/AONIA Adjustment Spread Fixing Date using practices based on those used for the determination of the BBSW/AONIA Bloomberg Adjustment Spread as at 1 December 2022, provided that for so long as the BBSW/AONIA Bloomberg Adjustment Spread is published and determined based on the five year median of the historical differences between the BBSW Rate and AONIA, that adjustment spread will be deemed to be acceptable for the purposes of this paragraph (a); or
- (b) if no such median can be determined in accordance with paragraph (a), set using the method for calculating or determining such adjustment spread determined by the Calculation Agent (after consultation with the Issuer where practicable) to be appropriate;

**BBSW/AONIA Adjustment Spread Fixing Date** means the first date on which a Permanent Discontinuation Trigger occurs with respect to the BBSW Rate;

**BBSW/AONIA Bloomberg Adjustment Spread** means the term adjusted AONIA spread relating to the BBSW Rate provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time as the provider of term adjusted AONIA and the spread) ("BISL") on the Fallback Rate (AONIA) Screen (or by other means), or provided to, and published by, authorised distributors where Fallback Rate (AONIA) Screen means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for the BBSW Rate accessed via the Bloomberg Screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated by BISL;

**Benchmark Rate** means, for an Interest Period, either the BBSW Rate or the AONIA Rate as specified in the relevant Pricing Supplement;

**Compounded Daily AONIA** means, with respect to an Interest Period, the rate of return of a daily compound interest investment during the AONIA Observation Period corresponding to such Interest Period (with AONIA as the reference rate for the calculation of interest) as calculated by the Calculation Agent on the BBSW/AONIA Interest Determination Date, as follows:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{AONIA_{i-5\text{ SBD}} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

**AONIA<sub>i-5SBD</sub>** means the per annum rate expressed as a decimal which is the level of AONIA provided by the Administrator and published as of the Publication Time for the Business Day falling five Sydney Business Days prior to such Sydney Business Day “i”;

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

**d<sub>0</sub>** is the number of Sydney Business Days in the relevant Interest Period;

**i** is a series of whole numbers from 1 to d<sub>0</sub>, each representing the relevant Sydney Business Day in chronological order from (and including) the first Sydney Business Day in the relevant Interest Period to (and including) the last Sydney Business Day in such Interest Period;

**n<sub>i</sub>** for any Sydney Business Day “i” in the relevant Interest Period, means the number of calendar days from (and including) such Sydney Business Day “i” up to (but excluding) the following Sydney Business Day; and

**SBD** means Sydney Business Day.

If, for any reason, Compounded Daily AONIA needs to be determined for a period other than an Interest Period, Compounded Daily AONIA is to be determined as if that period were an Interest Period starting on (and including) the first day of that period and ending on (but excluding) the last day of that period;

**Fallback Rate** means, where a Permanent Discontinuation Trigger for an Applicable Benchmark Rate has occurred, the rate that applies to replace that Applicable Benchmark Rate in accordance with Condition 13.6 (“BBSW Rate and AONIA Rate fallbacks”);

**Final Fallback Rate** means, in respect of an Applicable Benchmark Rate, the rate:

- (a) determined by the Calculation Agent as a commercially reasonable alternative for the Applicable Benchmark Rate taking into account all available information that, in good faith, it considers relevant, provided that any rate (inclusive of any spreads or adjustments) implemented by central counterparties and / or futures exchanges with representative trade volumes in derivatives or futures referencing the Applicable Benchmark Rate will be deemed to be acceptable for the purposes of this paragraph (a), together with (without double counting) such adjustment spread (which may be a positive or negative value or zero) that is customarily applied to the relevant successor rate or alternative rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for Benchmark Rate-linked floating rate notes at such time (together with such other adjustments to the Business Day Convention, interest determination dates and related provisions and definitions, in each case that are consistent with accepted market practice for the use of such successor rate or alternative rate for Benchmark Rate-linked floating rate notes at such time), or, if no such industry standard is recognised or acknowledged, the method for calculating or determining such adjustment spread determined by the Calculation Agent (in consultation with the Issuer) to be appropriate; provided that
- (b) if and for so long as no such successor rate or alternative rate can be determined in accordance with paragraph (a), the Final Fallback Rate will be the last provided or published level of that Applicable Benchmark Rate;

**BBSW/AONIA Interest Determination Date** means, in respect of an Interest Period:

- (a) where the BBSW Rate applies or the Final Fallback Rate applies under paragraph 13.6(b)(iv)(C) of Condition 13.6 ("BBSW Rate and AONIA Rate fallbacks") of the definition of Permanent Discontinuation Fallback, the first day of that Interest Period; and
  - (b) otherwise, the fifth Sydney Business Day prior to the last day of that Interest Period,
- subject in each case to adjustment in accordance with the applicable Business Day Convention;

**Non-Representative** means, in respect of an Applicable Benchmark Rate, that the Supervisor of that Applicable Benchmark Rate if the Applicable Benchmark Rate is the BBSW Rate, or the Administrator of the Applicable Benchmark Rate if the Applicable Benchmark Rate is AONIA or the RBA Recommended Rate:

- (a) has determined that such Applicable Benchmark Rate is no longer, or as of a specified future date will no longer be, representative of the underlying market and economic reality that such Applicable Benchmark Rate is intended to measure and that representativeness will not be restored; and
- (b) is aware that such determination will engage certain contractual triggers for fallbacks activated by pre-cessation announcements by such Supervisor (howsoever described) in contracts;

**Permanent Discontinuation Trigger** means, in respect of an Applicable Benchmark Rate:

- (a) a public statement or publication of information by or on behalf of the Administrator of the Applicable Benchmark Rate announcing that it has ceased or that it will cease to provide the Applicable Benchmark Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator or provider, as applicable, that will continue to provide the Applicable Benchmark Rate and, in the case of the BBSW Rate, a public statement or publication of information by or on behalf of the Supervisor of the BBSW Rate has confirmed that cessation;
- (b) a public statement or publication of information by the Supervisor of the Applicable Benchmark Rate, the Reserve Bank of Australia (or any successor central bank for Australian Dollars), an insolvency official or resolution authority with jurisdiction over the Administrator of the Applicable Benchmark Rate or a court or an entity with similar insolvency or resolution authority over the Administrator of the Applicable Benchmark Rate which states that the Administrator of the Applicable Benchmark Rate has ceased or will cease to provide the Applicable Benchmark Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator or provider that will continue to provide the Applicable Benchmark Rate and, in the case of the BBSW Rate and a public statement or publication of information other than by the Supervisor, a public statement or publication of information by or on behalf of the Supervisor of the BBSW Rate has confirmed that cessation;
- (c) a public statement by the Supervisor of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the BBSW Rate, or the Administrator of the Applicable Benchmark Rate if the Applicable Benchmark Rate is AONIA or the RBA Recommended Rate, as a consequence of which the Applicable Benchmark Rate will be prohibited from being used either generally, or in respect of the Notes, or that its use will be subject to restrictions or adverse consequences to the Issuer or a Noteholder;
- (d) as a consequence of a change in law or directive arising after the Issue Date of the first Tranche of Notes of a Series, it has become unlawful for the Calculation Agent, the Issuer or any other party responsible for calculations of interest under the Conditions to calculate any payments due to be made to any Noteholder using the Applicable Benchmark Rate;
- (e) a public statement or publication of information by the Supervisor of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the BBSW Rate, or the Administrator of the Applicable Benchmark Rate if the Applicable Benchmark Rate is AONIA or the RBA Recommended Rate, stating that the Applicable Benchmark Rate is Non-Representative; or
- (f) the Applicable Benchmark Rate has otherwise ceased to exist or be administered on a permanent or indefinite basis;

**Permanent Fallback Effective Date** means, in respect of a Permanent Discontinuation Trigger for an Applicable Benchmark Rate:

- (a) in the case of paragraphs (a) and (b) of the definition of “Permanent Discontinuation Trigger”, the first date on which the Applicable Benchmark Rate would ordinarily have been published or provided and is no longer published or provided;
- (b) in the case of paragraphs (c) and (d) of the definition of “Permanent Discontinuation Trigger”, the date from which use of the Applicable Benchmark Rate is prohibited or becomes subject to restrictions or adverse consequences or the calculation becomes unlawful (as applicable);
- (c) in the case of paragraph (e) of the definition of “Permanent Discontinuation Trigger”, the first date on which the Applicable Benchmark Rate would ordinarily have been published or provided but is Non-Representative by reference to the most recent statement or publication contemplated in that paragraph and even if such Applicable Benchmark Rates continues to be published or provided on such date; or
- (d) in the case of paragraph (f) of the definition of “Permanent Discontinuation Trigger”, the date that event occurs;

**Publication Time** means:

- (a) in respect of the BBSW Rate, 12.00noon (Sydney time) or any amended publication time for the final intraday refix of such rate specified by the Administrator for the BBSW Rate in its benchmark methodology; and
- (b) in respect of AONIA, 4.00pm (Sydney time) or any amended publication time for the final intraday refix of such rate specified by the Administrator for AONIA in its benchmark methodology;

**RBA Recommended Fallback Rate** has the same meaning given to AONIA Rate but with necessary adjustments to substitute all references to AONIA with corresponding references to the RBA Recommended Rate;

**RBA Recommended Rate** means, in respect of any relevant day (including any day “i”), the rate (inclusive of any spreads or adjustments) recommended as the replacement for AONIA by the Reserve Bank of Australia (which rate may be produced by the Reserve Bank of Australia or another administrator) and as provided by the Administrator of that rate or, if that rate is not provided by the Administrator thereof, published by an authorised distributor in respect of that day;

**Supervisor** means, in respect of an Applicable Benchmark Rate, the supervisor or competent authority that is responsible for supervising that Applicable Benchmark Rate or the Administrator of that Applicable Benchmark Rate, or any committee officially endorsed or convened by any such supervisor or competent authority that is responsible for supervising that Applicable Benchmark Rate or the Administrator of that Applicable Benchmark Rate;

**Supervisor Recommended Rate** means the rate formally recommended for use as the temporary replacement for the BBSW Rate by the Supervisor of the BBSW Rate;

**Sydney Business Day** means any day on which commercial banks are open for general business in Sydney; and

**Temporary Disruption Trigger** means, in respect of any Applicable Benchmark Rate which is required for any determination:

- (a) the Applicable Benchmark Rate has not been published by the applicable Administrator or an authorised distributor and is not otherwise provided by the Administrator, in respect of, on, for or by the time and date on which that Applicable Benchmark Rate is required; or
- (b) the Applicable Benchmark Rate is published or provided but the Calculation Agent determines that there is an obvious or proven error in that rate.

### 13.8 **Screen Rate Determination for Floating Rate Notes referencing Compounded Daily SONIA**

Where Screen Rate Determination is specified in the applicable Pricing Supplement as the manner in which the Interest Rate is to be determined and the Reference Rate is specified in the applicable Pricing Supplement as being “Compounded Daily SONIA”, the Interest Rate for each Interest Period will, subject as provided below, be Compounded Daily SONIA with respect to such Interest Period plus or minus the

Margin (if any) as specified in the applicable Pricing Supplement, all as determined and calculated by the Calculation Agent.

**Compounded Daily SONIA** means, with respect to an Interest Period:

- (a) if Index Determination is specified as being applicable in the applicable Pricing Supplement, the rate determined by the Calculation Agent on the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards):

$$\left( \frac{\text{SONIA Compounded Index}_y}{\text{SONIA Compounded Index}_x} - 1 \right) \times \frac{365}{d}$$

where:

**SONIA Compounded Index<sub>x</sub>** is the SONIA Compounded Index for the day falling p London Banking Days prior to the first day of the relevant Interest Period;

**SONIA Compounded Index<sub>y</sub>** is the SONIA Compounded Index for the day falling p London Banking Days prior to the relevant Interest Payment Date;

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

provided that if the SONIA Compounded Index required to determine SONIA Compounded Index<sub>x</sub> or SONIA Compounded Index<sub>y</sub> does not appear on the Bank of England's Interactive Statistical Database, or any successor source on which the compounded daily SONIA rate is published by the Bank of England (or any successor administrator of SONIA), at the Relevant Time on the relevant London Banking Day (or by 5:00 p.m. London time or such later time failing one hour after the customary or scheduled time for publication of the SONIA Compounded Index in accordance with the then-prevailing operational procedures of the administrator of the SONIA Reference Rate or SONIA authorised distributors, as the case may be), then Compounded Daily SONIA for such Interest Period and each subsequent Interest Period shall be "Compounded Daily SONIA" determined in accordance with paragraph (b) below and for these purposes the "SONIA Observation Method" shall be deemed to be "Shift"; or

- (b) if either (x) Index Determination is specified as being not applicable in the applicable Pricing Supplement, or (y) this Condition 13.8(b) applies to such Interest Period pursuant to the proviso in Condition 13.8(a) above, the rate determined by the Calculation Agent on the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards):

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

where:

**d** is the number of calendar days in (where in the applicable Pricing Supplement "Lag" is specified as the SONIA Observation Method) the relevant Interest Period or (where in the applicable Pricing Supplement "Shift" is specified as the SONIA Observation Method) the relevant SONIA Observation Period;

**d<sub>0</sub>** is the number of London Banking Days in (where in the applicable Pricing Supplement "Lag" is specified as the SONIA Observation Method) the relevant Interest Period or (where in the applicable Pricing Supplement "Shift" is specified as the SONIA Observation Method) the SONIA Observation Period;

**i** is a series of whole numbers from one to d<sub>0</sub>, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in (where in the applicable Pricing Supplement "Lag" is specified as the SONIA Observation Method) the relevant Interest Period or (where in the applicable Pricing Supplement "Shift" is specified as the SONIA Observation Method) the SONIA Observation Period;

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

**SONIA<sub>i-pLBD</sub>** means:

- (i) where in the applicable Pricing Supplement “Lag” is specified as the SONIA Observation Method, in respect of any London Banking Day “i” falling in the relevant Interest Period, the SONIA Reference Rate for the London Banking Day falling “p” London Banking Days prior to such London Banking Day “i”; or
- (ii) where in the applicable Pricing Supplement “Shift” is specified as the SONIA Observation Method, “SONIA<sub>i-pLBD</sub>” shall be replaced in the above formula with “SONIA<sub>i</sub>”, where “SONIA<sub>i</sub>” means, in respect of any London Banking Day “i” falling in the relevant SONIA Observation Period, the SONIA Reference Rate for such London Banking Day “i”.

In the event that London Banking Day “i” cannot be determined by the Calculation Agent in accordance with the foregoing provisions, the Interest Rate shall be:

- (iii) determined as at the last preceding Interest Determination Date (though substituting, where a different Margin, Maximum Interest Rate and/or Minimum Interest Rate is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin, the Maximum Interest Rate and/or the Minimum Interest Rate (as the case may be) relating to the relevant Interest Period, in place of the Margin, Maximum Interest Rate and/or Minimum Interest Rate (as applicable) relating to that last preceding Interest Period); or
- (iv) if there is no such preceding Interest Determination Date, the initial Interest Rate which would have been applicable to such Series of Notes for the first scheduled Interest Period had the Notes been in issue for a period equal in duration to the first scheduled Interest Period but ending on (and excluding) the Interest Commencement Date (and applying the Margin and, if applicable, any Maximum Interest Rate and/or Minimum Interest Rate, applicable to the first scheduled Interest Period).

For the purposes of this Condition 13:

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

**p** means the number of London Banking Days included in the SONIA Observation Look-Back Period, as specified in the applicable Pricing Supplement, being at least 5 LBD;

**SONIA** has the meaning given to it in the definition of SONIA Reference Rate;

**SONIA Compounded Index** means, in respect of any London Banking Day, the compounded daily SONIA rate for such London Banking Day as published by the Bank of England (or a successor administrator of SONIA) on the Bank of England’s Interactive Statistical Database, or any successor source on which the compounded daily SONIA rate is published by the Bank of England (or a successor administrator of SONIA), at the Relevant Time on such London Banking Day;

**SONIA Observation Look-Back Period** means the period specified as such in the applicable Pricing Supplement;

**SONIA Observation Period** means, in respect of any Interest Period, the period from (and including) the date falling p London Banking Days prior to the first day of such relevant Interest Period to (but excluding) the date falling p London Banking Days prior to the Interest Payment Date for such Interest Period or such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period);

**SONIA Reference Rate** means, in respect of any London Banking Day, the daily Sterling Overnight Index Average (“**SONIA**”) rate for such London Banking Day as provided by the Bank of England (or a successor administrator of SONIA) to authorised distributors (the “**SONIA authorised distributors**”) and as then published on the Relevant Screen Page (or, if the Relevant Screen Page is unavailable, as otherwise published by the SONIA authorised distributors) on the London Banking Day immediately following such London Banking Day; provided that if, in respect of any London Banking Day, the applicable SONIA Reference Rate is not made available on the Relevant Screen Page or has not otherwise been published by the SONIA authorised distributors by 5.00 p.m. London time, then (unless the Calculation Agent has been notified of any Successor Rate or Alternative Rate (and any related Adjustment Spread and/or Benchmark Amendments) pursuant to Condition 14 below, if applicable) the SONIA Reference Rate in respect of such London Banking Day shall be:

- (a) the sum of (i) the Bank of England's Bank Rate (the "Bank Rate") prevailing at 5.00 p.m. London time (or, if earlier, close of business) on such London Banking Day; and (ii) the mean of the spread of the SONIA Reference Rate to the Bank Rate over the previous five London Banking Days on which a SONIA Reference Rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and the lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads); or
- (b) if the Bank Rate described in sub-clause (a) above is not available at such time on such London Banking Day, the SONIA Reference Rate published on the Relevant Screen Page (or otherwise published by the SONIA authorised distributors) for the first preceding London Banking Day on which the SONIA Reference Rate was published on the Relevant Screen Page (or otherwise published by the SONIA authorised distributors); and

**Relevant Time** means 10:00 a.m., London time, or such other time as is specified in the applicable Pricing Supplement.

### 13.9 Screen Rate Determination for Floating Rate Notes referencing Compounded Daily SOFR

Where Screen Rate Determination is specified in the applicable Pricing Supplement as the manner in which the Interest Rate is to be determined and the Reference Rate is specified in the applicable Pricing Supplement as being "Compounded Daily SOFR", the Interest Rate for each Interest Period will, subject as provided below, be Compounded Daily SOFR for such Interest Period plus or minus (as specified in the applicable Pricing Supplement) the Margin (if any), all as determined and calculated by the Calculation Agent.

**Compounded Daily SOFR** means, with respect to an Interest Period,

- (a) if Index Determination is specified as being applicable in the applicable Pricing Supplement, the rate determined the Calculation Agent on the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards):

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

where:

**SOFR Index<sub>Start</sub>** is the SOFR Index value for the day falling "p" U.S. Government Securities Business Days prior to the first day of the relevant Interest Period;

**SOFR Index<sub>End</sub>** is the SOFR Index value for the day falling "p" U.S. Government Securities Business Days prior to the Interest Payment Date relating to such Interest Period; and

**d** is the number of calendar days in the relevant SOFR Observation Period (as defined below);

provided that, if the SOFR Index value required to determine SOFR Index<sub>Start</sub> or SOFR Index<sub>End</sub> does not appear on the SOFR Administrator's Website at the Relevant Time on the relevant U.S. Government Securities Business Day (or by 3:00 p.m. New York City time on the immediately following U.S. Government Securities Business Day or such later time falling one hour after the customary or scheduled time for publication of the SOFR Index value in accordance with the then-prevailing operational procedures of the administrator of SOFR Index), "Compounded Daily SOFR" for such Interest Period and each Interest Period thereafter will be determined in accordance with Condition 13.9(b); or

- (b) if either (x) Index Determination is specified as being not applicable in the applicable Pricing Supplement, or (y) this Condition 13.9(b) applies to such Interest Period pursuant to the proviso in Condition 13.9(a) above, the rate determined by the Calculation Agent on the relevant Interest Determination Date in accordance with the following formula (and the resulting

percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards):

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

where:

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

**d<sub>0</sub>** is the number of U.S. Government Securities Business Days in the relevant SOFR Observation Period;

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

**n<sub>i</sub>**, for any U.S. Government Securities Business Day “i”, in the relevant SOFR Observation Period, is the number of calendar days from (and including) such U.S. Government Securities Business Day “i” up to but excluding the following U.S. Government Securities Business Day (“i+1”); and

**SOFR<sub>i</sub>** means, in respect of any U.S. Government Securities Business Day “i” falling in the relevant SOFR Observation Period, the SOFR Reference Rate for such U.S. Government Securities Business Day.

If the SOFR Benchmark Replacement is at any time required to be used pursuant to paragraph (c) of the definition of SOFR Reference Rate, then the SOFR Benchmark Replacement Agent will determine the SOFR Benchmark Replacement in accordance with the definition thereof with respect to the then-current SOFR Benchmark, and if the SOFR Benchmark Replacement Agent has so determined the SOFR Benchmark Replacement, then:

- (i) the SOFR Benchmark Replacement Agent shall also determine the method for determining the rate described in sub-paragraph (i) of paragraph (a), (b) or (c) of the definition of SOFR Benchmark Replacement, as applicable (including (i) the page, section or other part of a particular information service on or source from which such rate appears or is obtained (the “**Alternative Relevant Source**”), (ii) the time at which such rate appears on, or is obtained from, the Alternative Relevant Source (the “**Alternative Relevant Time**”), (iii) the day on which such rate will appear on, or is obtained from, the Alternative Relevant Source in respect of each U.S. Government Securities Business Day (the “**Alternative Relevant Date**”), and (iv) any alternative method for determining such rate if is unavailable at the Alternative Relevant Time on the applicable Alternative Relevant Date), which method shall be consistent with industry-accepted practices for such rate;
- (ii) from (and including) the Affected Day, references to the Relevant Time shall in these Conditions be deemed to be references to the Alternative Relevant Time;
- (iii) if the SOFR Benchmark Replacement Agent, as applicable, determine that (i) changes to the definitions of Business Day, Business Day Convention, Compounded Daily SOFR, Day Count Fraction, Interest Determination Date, Interest Payment Date, Interest Period, SOFR Observation Period, SOFR Reference Rate or U.S. Government Securities Business Day and/or (ii) any other technical changes to any other provision in this Condition 13.9(b)(i), are necessary in order to implement the SOFR Benchmark Replacement (including any alternative method described in sub-paragraph (iv) of paragraph (i) above) as the SOFR Benchmark in a manner substantially consistent with market practice (or, if the SOFR Benchmark Replacement Agent decide that adoption of any portion of such market practice is not administratively feasible or if the SOFR Benchmark Replacement Agent, as the case may be, determines that no market practice for use of the SOFR Benchmark Replacement exists, in such other manner as the SOFR Benchmark Replacement Agent determines is reasonably necessary), the Issuer and/or the Calculation Agent, as applicable, shall agree without any requirement for the consent or approval of Noteholders to the necessary modifications to these Conditions and/or the Agency



Agreement in order to provide for the amendment of such definitions or other provisions to reflect such changes; and

- (iv) the Issuer will give notice or will procure that notice is given as soon as practicable to the Calculation Agent and to the Noteholders in accordance with Condition 32, specifying the SOFR Benchmark Replacement, as well as the details described in paragraph A above and the amendments implemented pursuant to paragraph (iii) above.

For the purposes of this Condition 13.9:

**Corresponding Tenor** means, with respect to a SOFR Benchmark Replacement, a tenor (including overnight) having approximately the same length (disregarding any applicable Business Day Convention) as the applicable tenor for the then-current SOFR Benchmark;

**ISDA Definitions** has the meaning given to it in Condition 13.3;

**ISDA Fallback Adjustment** means, with respect to any ISDA Fallback Rate, the spread adjustment, which may be a positive or negative value or zero, that would be applied to such ISDA Fallback Rate in the case of derivative transactions referencing the ISDA Definitions that will be effective upon the occurrence of an index cessation event with respect to the then-current SOFR Benchmark for the applicable tenor;

**ISDA Fallback Rate** means, with respect to the then-current SOFR Benchmark, the rate that would apply for derivative transactions referencing the ISDA Definitions that will be effective upon the occurrence of an index cessation date with respect to the then-current SOFR Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

**p** means the number of U.S. Government Securities Business Days included in the SOFR Observation Shift Period, as specified in the applicable Pricing Supplement, being at least 5 Business Days;

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

**SOFR** means, in respect of any U.S. Government Securities Business Day, the daily secured overnight financing rate for such U.S. Government Securities Business Day as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate);

**SOFR Administrator** means the Federal Reserve Bank of New York (or a successor administrator of the daily Secured Overnight Financing Rate or the SOFR Index, as applicable);

**SOFR Administrator's Website** means the website of the Federal Reserve Bank of New York, or any successor source;

**SOFR Benchmark** means SOFR, provided that if a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred with respect to SOFR or such other then-current SOFR Benchmark, then "SOFR Benchmark" means the applicable SOFR Benchmark Replacement;

**SOFR Benchmark Replacement** means, with respect to the then-current SOFR Benchmark, the first alternative set forth in the order presented below that can be determined by the SOFR Benchmark Replacement Agent, if any, as of the SOFR Benchmark Replacement Date with respect to the then-current SOFR Benchmark:

- (a) the sum of: (i) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current SOFR Benchmark for the applicable Corresponding Tenor and (ii) the SOFR Benchmark Replacement Adjustment; or
- (b) the sum of (i) the ISDA Fallback Rate and (ii) the SOFR Benchmark Replacement Adjustment;
- (c) the sum of: (i) the alternate rate of interest that has been selected by the SOFR Benchmark Replacement Agent, if any, as the replacement for the then-current Benchmark for the applicable Corresponding Tenor and (ii) the SOFR Benchmark Replacement Adjustment, provided that, (A) if the SOFR Benchmark Replacement Agent determines that there is an industry-accepted replacement rate of interest for the then-current Benchmark for U.S. dollar-denominated floating rate notes at such time, it shall select such industry-accepted rate, and (B) otherwise, it shall

select such rate of interest that it has determined is most comparable to the then-current Benchmark, and the SOFR Benchmark Replacement Adjustment;

**SOFR Benchmark Replacement Adjustment** means, with respect to any SOFR Benchmark Replacement, the first alternative set forth in the order below that can be determined by the SOFR Benchmark Replacement Agent as of the SOFR Benchmark Replacement Date with respect to the then-current Benchmark:

- (a) the spread adjustment, or method for calculating or determining such spread adjustment, which may be a positive or negative value or zero, that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (b) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment;
- (c) the spread adjustment, which may be a positive or negative value or zero, that has been selected by the SOFR Benchmark Replacement Agent to be applied to the applicable Unadjusted SOFR Benchmark Replacement in order to reduce or eliminate, to the extent reasonably practicable under the circumstances, any economic prejudice or benefit (as applicable) to Noteholders as a result of the replacement of the then-current SOFR Benchmark with such Unadjusted SOFR Benchmark Replacement for the purposes of determining the SOFR Reference Rate, which spread adjustment shall be consistent with any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, applied to such Unadjusted SOFR Benchmark Replacement where it has replaced the then-current SOFR Benchmark for U.S. dollar denominated floating rate notes at such time;

**SOFR Benchmark Replacement Agent** means any institution or person that has been appointed by the Issuer to make the calculations and determinations to be made by the SOFR Benchmark Replacement Agent described herein so long as such institution or person is a leading bank or other financial institution or a person with appropriate expertise, in each case that is experienced in such calculations and determinations. The Issuer may elect, but is not required, to appoint a SOFR Benchmark Replacement Agent at any time. The Issuer will notify the Noteholders of any such appointment in accordance with Condition 32;

**SOFR Benchmark Replacement Date** means, with respect to the then-current SOFR Benchmark, the earliest to occur of the following events with respect thereto:

- (a) in the case of sub-paragraph (a) or (b) of the definition of SOFR Benchmark Transition Event, the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the SOFR Benchmark permanently or indefinitely ceases to provide the SOFR Benchmark; or
- (b) in the case of sub-paragraph (c) of the definition of SOFR Benchmark Transition Event, the date of the public statement or publication of information referenced therein.

If the event giving rise to the SOFR Benchmark Replacement Date occurs on the same day as, but earlier than, the Relevant Time in respect of any determination, the SOFR Benchmark Replacement Date will be deemed to have occurred prior to the Relevant Time for such determination;

**SOFR Benchmark Transition Event** means, with respect to the then-current SOFR Benchmark, the occurrence of one or more of the following events with respect thereto:

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

- (c) a public statement or publication of information by the regulatory supervisor for the administrator of the SOFR Benchmark announcing that the SOFR Benchmark is no longer representative;

**SOFR Index** means, in respect of any U.S. Government Securities Business Day, the compounded daily SOFR rate for such U.S. Government Securities Business Day as published by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate) on the SOFR Administrator's Website;

**SOFR Index value** means, in respect of any U.S. Government Securities Business Day, the value of the SOFR Index published for such U.S. Government Securities Business Day as such value appears on the by the SOFR Administrator's Website at the Relevant Time on such U.S. Government Securities Business Day;

**SOFR Observation Period** means, in respect of any Interest Period, the period from (and including) the date falling "p" U.S. Government Securities Business Days prior to the first day of such Interest Period to (but excluding) the date falling "p" U.S. Government Securities Business Days prior to the Interest Payment Date for such Interest Period or such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period);

**SOFR Observation Shift Period** is as specified in the applicable Pricing Supplement; and

**SOFR Reference Rate** means, in respect of any U.S. Government Securities Business Day:

- (a) rate equal to SOFR for such U.S. Government Securities Business Day appearing on the SOFR Administrator's Website on or about the Relevant Time on the U.S. Government Securities Business Day immediately following such U.S. Government Securities Business Day;
- (b) if SOFR in respect of such U.S. Government Securities Business Day does not appear as specified in paragraph (a) above, unless the SOFR Benchmark Replacement Agent, if any, determine that a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred with respect to SOFR on or prior to the Relevant Time on the U.S. Government Securities Business Day immediately following such U.S. Government Securities Business Day, SOFR in respect of the last U.S. Government Securities Business Day for which such rate was published on the SOFR Administrator's Website; or
- (c) if the SOFR Benchmark Replacement Agent determines that a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred with respect to the then-current SOFR Benchmark on or prior to the Relevant Time on the U.S. Government Securities Business Day immediately following such U.S. Government Securities Business Day (or, if the then-current SOFR Benchmark is not SOFR, on or prior to the Relevant Time on the Alternative Relevant Date), then (subject to the subsequent operation of this paragraph (c)) from (and including) the U.S. Government Securities Business Day immediately following such U.S. Government Securities Business Day (or the Alternative Relevant Date, as applicable) (the "**Affected Day**"), the SOFR Reference Rate shall mean, in respect of any U.S. Government Securities Business Day, the applicable SOFR Benchmark Replacement for such U.S. Government Securities Business Day appearing on, or obtained from, the Alternative Relevant Source at the Alternative Relevant Time on the Alternative Relevant Date.

**Relevant Time** means 3:00 p.m., New York City time or such other time as is specified in the applicable Pricing Supplement;

**Unadjusted SOFR Benchmark Replacement** means the SOFR Benchmark Replacement excluding the SOFR Benchmark Replacement Adjustment; and

**U.S. Government Securities Business Day** means any day (other than Saturday or Sunday) that is not a day on which the Securities Industry and Financial Markets Association or any successor organisation recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

Notwithstanding the other provisions of this Condition, if a SOFR Benchmark Replacement Agent has been appointed and such SOFR Benchmark Replacement Agent is unable to determine whether a SOFR Benchmark Transition Event has occurred or, following the occurrence of a SOFR Benchmark Transition Event, has not selected the SOFR Benchmark Replacement as of the related SOFR Benchmark Replacement Date, in accordance with this paragraph then, in such case, the Issuer shall make such determination or select the SOFR Benchmark Replacement, as the case may be.

Any determination, decision or election that may be made by the Issuer or the SOFR Benchmark Replacement Agent, if any, pursuant to this paragraph including (without limitation) 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, will be conclusive and binding absent manifest error, may be made in the Issuer's or its designee's sole discretion (as applicable), and, notwithstanding anything to the contrary in these Conditions or the Documents, shall become effective without any requirement for the consent or approval of Noteholders, Receiptholders, Couponholders or any other party.

### 13.10 Index Linked Interest Notes

If the Index Linked Interest Note provisions are specified in the relevant Pricing Supplement as being applicable, the Interest Rate(s) applicable to the Notes for each Interest Period will be determined in the manner specified in the relevant Pricing Supplement.

### 13.11 Maximum or Minimum Interest Rate

If the applicable Pricing Supplement specifies a Minimum Interest Rate for any Interest Period, then, in the event that the Interest Rate in respect of such Interest Period determined in accordance with the provisions of Conditions 13.3 ("ISDA Determination"), 13.4 ("Screen Rate Determination for Floating Rate not referencing Compounded Daily SONIA or Compounded Daily SOFR (other than BBSW)"), 13.5 ("BBSW Rate Determination or AONIA Rate Determination for Floating Rate Notes"), 13.4 ("Screen Rate Determination for Floating Rate Notes referencing Compounded Daily SONIA"), and 13.9 ("Screen Rate Determination for Floating Rate Notes referencing Compounded Daily SOFR") above is less than such Minimum Interest Rate, the Interest Rate for such Interest Period shall be such Minimum Interest Rate. Unless otherwise stated in the applicable Pricing Supplement, the Minimum Interest Rate shall be deemed to be zero.

If the applicable Pricing Supplement specifies a Maximum Interest Rate for any Interest Period, then, in the event that Interest Rate in respect of such Interest Period determined in accordance with the provisions of Conditions 13.3 ("ISDA Determination"), 13.4 ("Screen Rate Determination for Floating Rate Notes not referencing, Compounded Daily SONIA or Compounded Daily SOFR (other than BBSW)"), 13.5 ("BBSW Rate Determination or AONIA Rate Determination for Floating Rate Notes") 13.4 ("Screen Rate Determination for Floating Rate Notes referencing Compounded Daily SONIA"), and 13.9 ("Screen Rate Determination for Floating Rate Notes referencing Compounded Daily SOFR") above is greater than such Maximum Interest Rate, the Interest Rate for such Interest Period shall be the Maximum Interest Rate specified in the applicable Pricing Supplement.

### 13.12 Calculation of Interest Rate and interest payable

The Calculation Agent or other party responsible for the calculation of the Interest Rate as specified in the relevant Pricing Supplement (and references in these Conditions 13.12 ("Calculation of Interest Rate and interest payable") to 13.16 ("Determination final") "Calculation Agent" shall be construed accordingly) must, as soon as practicable on or after determining the Interest Rate in relation to each Interest Period, calculate the amount of interest payable for the relevant Interest Period in respect of the outstanding principal amount of each Floating Rate Note and Variable Interest Note.

The Calculation Agent will calculate the amount of interest payable ("**Interest Amount**") on the Floating Rate Notes and Variable Interest Notes for the relevant Interest Period by applying the Interest Rate to:

- (a) in the case of Floating Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note;
- (b) in the case of Floating Rate Notes which are Australian Domestic Notes, the outstanding nominal amount of the Note; or
- (c) otherwise, the Calculation Amount,

and in each case multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Where the Specified Denomination of a Floating Rate Note or a Variable Interest Note which is in definitive form comprises more than one Calculation Amount, the Interest Amount payable in respect of such Note shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the Specified Denomination without any further rounding.

If "Interest Amounts Non-Adjusted" is specified in the applicable Pricing Supplement then notwithstanding the bringing forward or postponement (as applicable) of an Interest Payment Date as a result of the application of the Business Day Convention set out in the applicable Pricing Supplement, the Interest Amount in respect of the relevant Interest Period and each subsequent Interest Period shall be calculated as aforesaid on the basis of the original Interest Payment Dates without adjustment in accordance with the applicable Business Day Convention.

### **13.13 Linear Interpolation**

Where Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Pricing Supplement, the Interest Rate for such Interest Period shall be calculated by Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified as applicable in the applicable Pricing Supplement) or the relevant Floating Rate Option (where ISDA Determination is specified as applicable in the applicable Pricing Supplement), or the relevant BBSW Rate (where "BBSW Rate Determination" is specified as applicable in the applicable Pricing Supplement), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period provided however that if there is no rate available for a period of time next shorter or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as the Issuer (acting in good faith and in a commercially reasonable manner), determines appropriate (which may include consultation with an Independent Adviser).

### **13.14 Calculation of other amounts**

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

### **13.15 Notification of Interest Rate, interest payable and other items**

The Calculation Agent must notify the Issuer, each Guarantor, the relevant Registrar, the relevant Agent and the relevant Noteholders and any stock exchange, quotation system or other relevant authority on which the relevant Floating Rate Notes or Variable Interest Notes are for the time being admitted to listing, trading and/or quotation as soon as possible of:

- (a) each Interest Rate, the Interest Amount and each other amount, item or date calculated or determined by it together with the relevant Interest Payment Date; and
- (b) any amendment to any amount, item or date referred to in paragraph (a) arising from any extension or reduction in any relevant Interest Period or calculation period.

The Calculation Agent must give notice under this Condition 13.15 as soon as practicable after such determination but (in the case of each Interest Rate, the Interest Amount and Interest Payment Date) in any event not later than the fourth day of the relevant Interest Period. Notice must also be given promptly to Noteholders.

The Calculation Agent may amend any amount, item or date (or make appropriate alternative arrangements by way of adjustment) as a result of the extension or reduction of the Interest Period without prior notice but must notify each stock exchange or other relevant authority on which the relevant Floating Rate Notes or Variable Interest Notes are listed and the Noteholders after doing so.

### **13.16 Determination final**

The determination by the Calculation Agent or the Issuer of all amounts, rates and dates falling to be determined by it under these Conditions (including the Interest Rate for any Interest Period and the amount of interest payable for any Interest Period in respect of any Note) is, in the absence of manifest error, final and binding on the Issuer, each Guarantor, each Noteholder, the relevant Registrar, the relevant Agent and the Calculation Agent.

---

## **14 Benchmark discontinuation**

### **14.1 Benchmark Fallbacks**

Notwithstanding the provisions in Condition 13 above (in the case of Floating Rate Notes other than where BBSW Rate Determination or AONIA Rate Determination is specified in the relevant Pricing Supplement as the manner in which the Interest Rate is to be determined for each Interest Period, or where the Reference Rate is specified in the applicable Pricing Supplement as being Compounded Daily SOFR, in which case the provisions of this Condition 14 shall not apply), if the Issuer determines that a Benchmark Event has occurred in relation to an Original Reference Rate when any Interest Rate (or any component part thereof) remains to be determined by reference to that Original Reference Rate, then the following provisions of this Condition 14 shall apply:

- (a) If there is a Successor Rate, then the Issuer shall, prior to the date which is five Business Days prior to the relevant Interest Determination Date, notify the Euro Fiscal Agent or the CMU Lodging and Paying Agent (as the case may be), the Calculation Agent and, in accordance with Condition 32, the Noteholders of such Successor Rate and that Successor Rate shall (subject to adjustment as provided in Condition 14.2) subsequently be used by the Calculation Agent in place of the Original Reference Rate to determine the relevant Interest Rate(s) (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 14).
- (b) If there is no Successor Rate but the Issuer (acting in good faith and in a commercially reasonable manner and by reference to such sources as it deems appropriate, which may include consultation with an Independent Adviser) determines that there is an Alternative Rate, then the Issuer shall, prior to the date which is five Business Days prior to the relevant Interest Determination Date, notify the Euro Fiscal Agent or the CMU Lodging and Paying Agent (as the case may be), the Calculation Agent, and, in accordance with Condition 32, the Noteholders of such Alternative Rate and that Alternative Rate shall (subject to adjustment as provided in Condition 14.2) subsequently be used in place of the Original Reference Rate to determine the relevant Interest Rate(s) (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition).
- (c) Any determination, decision or election that may be made by the Issuer or its designee pursuant to this Condition 14, including (without limitation) 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, will be conclusive and binding absent manifest error, may be made in the Issuer's or its designee's sole discretion (as applicable), and, notwithstanding anything to the contrary in these Conditions or the Documents, shall become effective without any requirement for the consent or approval of Noteholders, Receiptholders, Couponholders or any other party.

### **14.2 Adjustment Spread**

- (a) If, in the case of a Successor Rate, an Adjustment Spread is formally recommended, or provided as an option for parties to adopt, in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body, then the Issuer shall, prior to the date which is five Business Days prior to the relevant Interest Determination Date, notify the Calculation Agent and, in accordance with Condition 32, the Noteholders of such Adjustment Spread and the Calculation Agent shall apply such Adjustment Spread to the Successor Rate for each subsequent determination of a relevant Interest Rate (or a component part thereof) by reference to such Successor Rate.
- (b) If, in the case of a Successor Rate where no such Adjustment Spread is formally recommended, or provided as an option by any Relevant Nominating Body, or in the case of an Alternative Rate, the Issuer (acting in good faith, in a commercially reasonable manner and by reference to such sources as it deems appropriate, which may include consultation with an Independent Adviser) determines that there is an Adjustment Spread in customary market usage in the international debt capital markets for 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), then the Issuer shall, prior to the date which is five Business Days prior to the relevant Interest Determination Date, notify the Calculation Agent and, in accordance with Condition 32, the Noteholders of such Adjustment Spread and the Calculation Agent shall apply such Adjustment Spread to the Successor Rate or the Alternative Rate (as the case may be) for each subsequent determination of a relevant Interest Rate (or a

component part thereof) by reference to such Successor Rate or Alternative Rate (as applicable).

- (c) If no such recommendation or option has been made (or made available) by any Relevant Nominating Body, or the Issuer so determines that there is no such Adjustment Spread in customary market usage in the international debt capital markets and the Issuer further determines (acting in good faith, in a commercially reasonable manner and following consultation with an Independent Adviser) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be), then the Adjustment Spread shall be:
- (i) the Adjustment Spread determined by the Issuer (acting in good faith, in a commercially reasonable manner and following consultation with an Independent Adviser) as being the Adjustment Spread 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); or
  - (ii) if there is no such industry standard recognised or acknowledged, such Adjustment Spread as the Issuer (acting in good faith, in a commercially reasonable manner and following consultation with an Independent Adviser) determines to be appropriate having regard to the objective, so far as is reasonably practicable in the circumstances, of reducing or eliminating any economic prejudice or benefit (as the case may be) to Noteholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be).

Following any such determination of the Adjustment Spread, the Issuer shall, prior to the date which is five Business Days prior to the relevant Interest Determination Date, notify the Calculation Agent and, in accordance with Condition 32, the Noteholders of such Adjustment Spread and the Calculation Agent shall apply such Adjustment Spread to the Successor Rate or the Alternative Rate (as the case may be) for each subsequent determination of a relevant Interest Rate (or a component part thereof) by reference to such Successor Rate or Alternative Rate (as applicable).

### **14.3 Benchmark Amendments**

- (a) If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 14 and the Issuer (acting in good faith and in a commercially reasonable manner and by reference to such sources as it deems appropriate, which may include consultation with an Independent Adviser) determines in its discretion (A) that amendments to these Conditions and/or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the Benchmark Amendments) and (B) the terms of the Benchmark Amendments, then, subject to the Issuer having to give notice thereof to the Noteholders in accordance with Condition 32, the Issuer and the Calculation Agent shall agree without any requirement for the consent or approval of Noteholders to the necessary modifications to these Conditions and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice. Agents shall not be obliged to consent to any modification which, in the sole opinion of the Agents would have the effect of (A) exposing the Agents to any liability against which they have not been indemnified and/or secured and/or pre-funded to its satisfaction or (B) increasing the obligations or duties, or decreasing the rights or protection, of the Agents in the Agency Agreement and/or these Conditions.
- (b) Notwithstanding any other provision of this Condition 14, if 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 14 the Calculation Agent shall promptly notify the Issuer thereof and the Issuer 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 to make such calculation or determination for any reason, it shall notify the Issuer thereof and the Calculation Agent shall be under no obligation to make such calculation or determination and shall not incur any liability for not doing so.
- (c) In connection with any such modifications in accordance with this Condition 14.3, if and for so long as the Notes are admitted to trading and listed on the official list of a stock exchange, the Issuer shall comply with the rules of that stock exchange.
- (d) Any Benchmark Amendments determined under this Condition 14.3 shall be notified promptly (not less than five Business Days prior to the relevant Interest Determination Date) by the

Issuer to the Calculation Agent and, in accordance with Condition 32, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of such Benchmark Amendments.

#### 14.4 Independent Adviser

- (a) In the event the Issuer is to consult with an Independent Adviser in connection with any determination to be made by the Issuer pursuant to this Condition 14 or Condition 13.13, the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, for the purposes of any such consultation.
- (b) An Independent Adviser appointed pursuant to this Condition 14 or Condition 13.13 shall act in good faith and in a commercially reasonable manner and (in the absence of fraud or willful default) shall have no liability whatsoever to the Issuer or the Noteholders 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 14, Condition 13.13 or otherwise in connection with the Notes.
- (c) If the Issuer consults with an Independent Adviser as to whether there is an Alternative Rate and/or whether any Adjustment Spread is required to be applied and/or in relation to the quantum of, or any formula or methodology for determining such Adjustment Spread and/or whether any Benchmark Amendments are necessary and/or in relation to the terms of any such Benchmark Amendments, a written determination of an Independent Adviser in respect thereof shall be conclusive and binding on all parties, save in the case of manifest error, and (in the absence of default or bad faith) the Issuer shall have no liability whatsoever to the Noteholders in respect of anything done, or omitted to be done, in relation to that matter in accordance with any such written determination.
- (d) No Independent Adviser appointed in connection with the Notes (acting in such capacity), shall have any relationship of agency or trust with the Noteholders.

#### 14.5 Survival of Original Reference Rate provisions

Without prejudice to the obligations of the Issuer under this Condition 14, the Original Reference Rate and the fallback provisions provided for in this Condition 14.5, the applicable Pricing Supplement, as the case may be, will continue to apply unless and until the Issuer has determined the Successor Rate or the Alternative Rate (as the case may be), and any Adjustment Spread and Benchmark Amendments, in accordance with the relevant provisions of this Condition 14.

#### 14.6 Definitions

In this Condition 14:

- (a) **Adjustment Spread** means either a spread, or the formula or methodology for calculating a spread and the spread resulting from such calculation, which spread may in either case be positive or negative and is to be applied to the Successor Rate or the Alternative Rate (as the case may be) where the Original Reference Rate is replaced with the Successor Rate or the Alternative Rate (as the case may be);
- (b) **Alternative Rate** means an alternative benchmark or screen rate which the Issuer determines in accordance with this Condition 14 is to be used in place of the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for a commensurate interest period and in the same Specified Currency as the Notes;
- (c) **Benchmark Event** means the earlier to occur of:
  - (i) the Original Reference Rate ceasing to be published for at least five Business Days or ceasing to exist or be administered;
  - (ii) the later of (A) the making of a public statement by the administrator of the Original Reference Rate that it will, by a specified date, 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) and (B) the date falling six months prior to such specified date;

- (iii) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been permanently or indefinitely discontinued;
  - (iv) the later of (A) the making of a public statement by or on behalf of the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will, by a specified date, be permanently or indefinitely discontinued and (B) the date falling six months prior to such specified date;
  - (v) the later of (A) the making of a public statement by or on behalf of the supervisor of the administrator of the Original Reference Rate that means the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case by a specified date and (B) the date falling six months prior to that specified date;
  - (vi) it has or will prior to the next Interest Determination Date become unlawful for the Calculation Agent, any Paying Agent, (if specified in the applicable Pricing Supplement) such other party responsible for the calculation of the Interest Rate as specified in the applicable Pricing Supplement, or the Issuer to determine any Interest Rate and/or calculate any Interest Amount using the Original Reference Rate (including, without limitation, under (i) Regulation (EU) No. 2016/1011 and/or (ii) Regulation (EU) No. 2016/1011 as it forms part of UK domestic law by virtue of the EUWA, if applicable);
  - (vii) the making of a public statement by or on behalf of the supervisor of the administrator of the Original Reference Rate announcing that such Original Reference Rate is no longer representative or may no longer be used; and
  - (viii) the later of (A) the making of a public statement by or on behalf of the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will no longer be representative or may no longer be used, in each case by a specified date and (B) the date falling six months prior to that specified date;
- (d) **Original Reference Rate** means the benchmark or screen rate (as applicable) originally specified in the applicable Pricing Supplement for the purposes of determining the relevant Interest Rate (or any component part thereof) in respect of the Notes (provided that if, following one or more Benchmark Events, such originally specified Reference Rate (or any Successor Rate or Alternative Rate which has replaced it) has been replaced by a (or a further) Successor Rate or Alternative Rate and a Benchmark Event subsequently occurs in respect of such Successor Rate or Alternative Rate, the term "Original Reference Rate" shall include any such Successor Rate or Alternative Rate);
- (e) **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; and

- (f) **Successor Rate** means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

---

## **15 Dual Currency Notes**

### **15.1 Application**

This Condition 15 ("Dual Currency Notes") applies to the Notes only if the relevant Pricing Supplement states that it applies.

### **15.2 Interest Rate**

If the rate or amount of interest falls to be determined by reference to an exchange rate, the rate or amount of interest payable must be determined in the manner specified in the applicable Pricing Supplement.

---

## **16 Partly Paid Notes**

### **16.1 Application**

This Condition 16 ("Partly Paid Notes") applies to the Notes only if the relevant Pricing Supplement states that it applies.

### **16.2 Interest Rate**

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest accrues on the paid up principal amount of those Notes as specified in the applicable Pricing Supplement.

---

## **17 General provisions applicable to interest**

### **17.1 Late payment of Notes (other than Zero Coupon Notes)**

Interest ceases to accrue as from the due date for redemption of a Note (other than a Zero Coupon Note) unless upon due presentation (in the case of a Bearer Note) or demand (in the case of an Australian Domestic Note) payment of the Redemption Amount is not made, in which case interest continues to accrue on it (both before and after any demand or judgment) at the rate then applicable to the outstanding principal amount of the Note or any other default rate specified in the relevant Pricing Supplement until the date whichever is the earlier of:

- (a) the date on which the relevant payment is made to the relevant Noteholder; or
- (b) the seventh day after the date on which the relevant Paying Agent or Registrar has notified the Noteholders that it has received all sums due in respect of the Notes up to such day (except to the extent that there is any subsequent default in payment).

### **17.2 Late payment of Zero Coupon Notes**

If the Redemption Amount payable in respect of any Zero Coupon Note is not paid when due, the Redemption Amount is an amount equal to the sum of:

- (a) the Reference Price; and
- (b) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) whichever is the earlier of:
  - (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder; and
  - (ii) the day on which the Principal Paying Agent or Registrar has notified the Noteholders that it has received all sums due in respect of the Notes up to such day (except to the extent that there is any subsequent default in payment).

### **17.3 Rounding**

For the purposes of any calculations required under these Conditions (unless otherwise specified in these Conditions or the relevant Pricing Supplement):

- (a) all percentages resulting from the calculations must be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent being rounded up to 0.00001 per cent);
- (b) all figures must be rounded to five significant figures (with halves being rounded up); and
- (c) all amounts that are due and payable must be rounded to the nearest sub-unit (with halves being rounded up or otherwise in accordance with applicable market convention).

## **Part 5 Redemption and purchase**

---

### **18 Redemption**

#### **18.1 Scheduled redemption**

Each Note is redeemable by the Issuer on the Maturity Date at its Final Redemption Amount unless:

- (a) the Note has been previously redeemed;
- (b) the Note has been purchased and cancelled; or
- (c) the Pricing Supplement states that the Note has no fixed maturity date.

#### **18.2 Early redemption for taxation reasons**

The Issuer may redeem the Notes in a Series in whole (but not in part) before their Maturity Date at their Early Redemption Amount (Tax) if the Issuer (or, where applicable, a Guarantor) is required under Condition 24.2 ("Withholding tax") to pay an additional amount in respect of a Note.

However, the Issuer may only do so:

- (a) if the Issuer has given at least 30 days' (and no more than 60 days') notice to the Principal Paying Agent or the relevant Registrar, as the case may be, and the Noteholders (which notice is irrevocable);
- (b) if, before the Issuer gives the notice under paragraph (a), the Principal Paying Agent or the relevant Registrar, as the case may be, has received:
  - (i) a certificate signed by two authorised officers of the Issuer; and
  - (ii) an opinion of independent legal advisers of recognised standing in the jurisdiction of incorporation of the Issuer,

that the Issuer (or, where applicable, a Guarantor) would be required under Condition 24.2 ("Withholding tax") to pay an additional amount in respect of the next payment due in respect of the Notes of that Series;

- (c) if the Notes are Fixed Rate Notes, no notice of redemption may be given more than 90 days prior to the earliest date on which the Issuer (or, where applicable, a Guarantor) would be obliged to pay the additional amounts if a payment in respect of the Notes were then due; and
- (d) if the Notes to be redeemed are Floating Rate Notes or Variable Interest Notes:
  - (i) the proposed redemption date is an Interest Payment Date; and
  - (ii) no notice of redemption may be given more than 60 days prior to the Interest Payment Date occurring immediately before the earliest date on which the Issuer (or, where applicable, a Guarantor) would be obliged to pay the additional amounts if a payment in respect of the Notes were then due.

### **18.3 Early redemption at the option of the Issuer (Issuer call)**

If the Pricing Supplement states that the Issuer may redeem all or some of the Notes before their Maturity Date under this Condition 18.3, the Issuer may redeem so many of the Notes specified in the Pricing Supplement at their Early Redemption Amount (Call).

However, the Issuer may only do so if:

- (a) the Issuer has given at least 30 days' (and no more than 60 days') (or any other period specified in the relevant Pricing Supplement) notice to the Principal Paying Agent or the relevant Registrar, as the case may be, and the Noteholders; and
- (b) the proposed redemption date is an Early Redemption Date (Call).

Any such redemption must be of a nominal amount equal to the Minimum Redemption Amount or Maximum Redemption Amount, both as indicated in the applicable Pricing Supplement. If only some of the Notes in the Series are to be redeemed, the Notes to be redeemed ("**Redeemed Notes**") will be selected no later than 30 days before the date fixed for redemption ("**Selection Date**"):

- (c) in the case of Redeemed Notes represented by Definitive Bearer Notes or Registered Euro/CMU Notes in definitive form, individually by lot in such European city respectively as the Euro Fiscal Agent or relevant Registrar specifies or identified in such other manner or in such other place as the Euro Fiscal Agent or relevant Registrar may approve and deem to be appropriate and fair;
- (d) in the case of Redeemed Notes represented by a Global Note, in accordance with the rules of the relevant Clearing System; and
- (e) in the case of Australian Domestic Notes, in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices and the need to ensure that the prepaid amount of any Redeemed Notes must be an integral multiple of the Specified Denomination,

subject always to compliance with applicable laws and the requirements of any relevant listing authority, stock exchange and/or quotation system.

In the case of Redeemed Notes represented by Definitive Bearer Notes or definitive Registered Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 32.1(a) ("Form") not less than 15 days (or such shorter period as is specified in the applicable Pricing Supplement) before the date fixed for redemption.

No exchange of the relevant Global Note is permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption under this Condition 18.3. The Issuer must notify the Noteholders of this restriction at least five days (or such shorter period as is specified in the relevant Pricing Supplement) before the Selection Date.

### **18.4 Early redemption at the option of Noteholders (investor put)**

If the relevant Pricing Supplement states that the Noteholder may require the Issuer to redeem all or some of the Notes before their Maturity Date at their Early Redemption Amount (Put) under this Condition 18.4, the Issuer must do so if the following conditions are satisfied.

The conditions are:

- (a) the Noteholder has given at least 45 days' notice to the Issuer;
- (b) if the Notes to be redeemed are Definitive Notes, they are to be redeemed in whole;
- (c) if the Notes to be redeemed are Registered Notes, the amount of Notes to be redeemed is any multiple of their lowest Specified Denomination;
- (d) the Noteholder has delivered, to the specified office of the Principal Paying Agent or the relevant Registrar, as the case may be, during normal business hours:
  - (i) if the Notes are in definitive form, the Notes to be redeemed (in the case of Bearer Notes) or the Certificate representing such Note(s) (in the case of Registered Notes); and
  - (ii) for all Notes, a completed and signed redemption notice (in the form obtainable from the specified office of the Principal Paying Agent, any Paying Agent or the relevant Registrar); and
- (e) the notice referred to in paragraph (d)(ii) specifies:
  - (i) a bank account to which the payment should be made or an address to where a cheque for payment should be sent; and
  - (ii) if the Notes to be redeemed are Registered Notes, the Early Redemption Amount (Put) at which those Notes are to be redeemed subject to and in accordance with Condition 9 ("No exchange of Notes; Transfers of Registered Euro/CMU Notes") or Condition 10 ("Transfers of Australian Domestic Notes") respectively.

A Noteholder may not exercise its option under this Condition 18.4 in respect of any Note which is the subject of an exercise by the Issuer of its option to redeem such Note under Condition 18.2 ("Early redemption for taxation reasons") or Condition 18.3 ("Early redemption at the option of the Issuer (Issuer call)").

## 18.5 Calculation of Early Redemption Amounts

Unless otherwise specified in the relevant Pricing Supplement, the Redemption Amount payable on redemption at any time before the Maturity Date of:

- (a) a Note (other than a Zero Coupon Note and a Variable Redemption Note but including any Instalment Note or Partly Paid Note) is an amount equal to the sum of the outstanding principal amount and interest (if any) accrued on it;
- (b) a Zero Coupon Note is an amount equal to the sum of:
  - (i) the Reference Price; and
  - (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Note becomes due and payable; and
- (c) a Variable Redemption Note is an amount determined by the Calculation Agent that would on the due date for redemption have the effect of preserving for the Noteholder the economic equivalent of the obligations of the Issuer to make payment of the Final Redemption Amount on the Maturity Date.

Where the calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year must be made on the basis of such Day Count Fraction as may be specified in the Pricing Supplement for the purposes of this Condition 18.5.

## 18.6 Clean-up Call

If a Clean-up Condition is specified in the relevant Pricing Supplement, the Issuer may redeem all (but not some) of the Notes issued under a Series before their Maturity Date at the Final Redemption Amount for the Notes of that Series together with all accrued interest (if any) up to (but excluding) the redemption date.

However, the Issuer may only do so if:

- (a) the proposed redemption date nominated by the Issuer is a scheduled Interest Payment Date; and
- (b) the Issuer has given at least 30 days' (and not more than 90 days') prior notice of the redemption to the relevant Noteholders, each Agent and, if listed, the stock or securities exchange or other relevant authority on which the Notes are listed.

In this Condition 18.6, "Clean-up Condition" means, in respect of a Series, that, at any time, the aggregate outstanding principal amount of the Notes of that Series that have not been redeemed is less than 20 per cent. of the aggregate outstanding principal amount of all of the Notes issued under that Series.

## **18.7 Instalments**

Instalment Notes will be redeemed in the Instalment Amounts and on the Instalment Dates specified in the applicable Pricing Supplement. In the case of early redemption, the Early Redemption Amount will be determined under Condition 18.5 ("Calculation of Early Redemption Amounts").

## **18.8 Partly Paid Notes**

Partly Paid Notes will be redeemed at maturity in accordance with the provisions of the applicable Pricing Supplement. In the case of early redemption, the Early Redemption Amount will be determined under Condition 18.5 ("Calculation of Early Redemption Amounts").

## **18.9 Effect of notice of redemption**

Any notice of redemption given under this Condition 18 ("Redemption") is irrevocable and obliges the Issuer to redeem the Notes at the time and in the manner specified in the notice.

## **18.10 Purchase**

The Issuer, any Guarantor or any of their respective Subsidiaries may at any time purchase Notes in the open market or otherwise and at any price, provided that all unmatured Coupons are purchased with those Notes.

## **18.11 Cancellation**

All Notes so redeemed or purchased by the Issuer, any Guarantor or any of their respective Subsidiaries under Condition 18.10 ("Purchase") (and any unmatured Coupons attached to or surrendered with them) will be cancelled forthwith and may not be reissued or resold.

# **Part 6 Payments**

---

## **19 Payments**

### **19.1 Method of payment**

Except to the extent these Conditions provide otherwise:

- (a) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency (which, in the case of a payment in Japanese Yen to a non-resident of Japan, shall be a non-resident account) maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the Principal Financial Centre of the country of such Specified Currency; and
- (b) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque.

### **19.2 Payments in U.S. dollars**

No amount payable in respect of Bearer Notes shall be made in the United States, and no cheque in payment thereof which is mailed shall be mailed to an address in the United States, nor shall any transfer

made in lieu of payment by cheque be made to an account maintained by the payee with a bank in the United States. Notwithstanding any other Condition, if any amount of principal or interest in respect of Bearer Notes or Registered Euro/CMU Notes is payable in U.S. dollars, those U.S. dollar payments of principal or interest in respect of those Notes may be made at the Specified Office of a Paying Agent or relevant Registrar (as applicable) in the United States if:

- (a) the Issuer or a Guarantor has appointed Paying Agents or a relevant Registrar (as applicable) with Specified Offices outside the United States with the reasonable expectation that such Paying Agents or Registrar (as applicable) would be able to make payment in U.S. dollars at such Specified Offices outside the United States of the full amount of principal and interest on the Bearer Notes or Registered Euro/CMU Notes in the manner provided above when due;
- (b) payment of the full amount of that principal and interest at all those Specified Offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and
- (c) the payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

### **19.3 Payments subject to fiscal and other laws**

Payments will be subject in all cases to all applicable fiscal or other laws, regulations and directives and the administrative practices and procedures of fiscal and other authorities in relation to tax, anti-money laundering and other requirements which may apply to payments of amounts due (whether principal, redemption amount, interest, premium or otherwise) in respect of Notes in the place of payment, but without prejudice to the provisions of Condition 24 ("Taxation").

In particular, if any withholding or deduction is made for or on account of the U.S. Foreign Account Tax Compliance Act (including any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the U.S. Internal Revenue Code of 1986 ("**Code**"), or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of Sections 1471 to 1474 of the Code) ("**FATCA**"), the Issuer will not be required to pay any additional amount under Condition 24 ("Taxation") on account of such withholding or deduction.

For the avoidance of doubt, the provisions of Condition 24 ("Taxation") in relation to the payment of additional amounts (as specified in Condition 24 ("Taxation")) only apply in respect of withholdings or deductions of Taxes (as specified in Condition 24 ("Taxation")) required by law and imposed or levied by or on behalf of the Commonwealth of Australia or any political subdivision thereof or any authority therein or thereof having power to tax.

### **19.4 Payments on business days**

If the date for payment of any amount in respect of any Note is not a Payment Business Day, the Noteholder is not entitled to payment until the next following Payment Business Day in the relevant place and is not entitled to further interest or other payment in respect of such delay.

---

## **20 Payments in respect of Definitive Bearer Notes**

### **20.1 Presentation of Definitive Bearer Notes, Receipts and Coupons**

Payments of:

- (a) principal in respect of a Definitive Bearer Note will be made only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Definitive Bearer Note;
- (b) interest in respect of a Definitive Bearer Note will be made only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of a Coupon;
- (c) instalments of principal in respect of a Definitive Bearer Note, other than the final instalment, will be made against presentation and surrender (or, in the case of part payment of any sum

due, endorsement) of the relevant Receipt and the presentation of the Definitive Bearer Note to which it appertains; and

- (d) the final instalment of principal in respect of a Definitive Bearer Note will be made only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Definitive Bearer Note.

Each Definitive Bearer Note, Receipt, and Coupon which is required to be presented under these Conditions must be presented at the Specified Office of any Paying Agent outside the United States.

## **20.2 Validity of Receipts**

Receipts presented without the Definitive Bearer Note to which they appertain do not constitute valid obligations of the Issuer.

## **20.3 Unmatured Receipts**

When a Definitive Bearer Note becomes due and repayable, all unmatured Receipts relating to it (whether or not attached) are void and no payment is required to be made in respect of them.

## **20.4 Fixed Rate Notes and unmatured Coupons**

Fixed Rate Notes in definitive bearer form must be presented for payment together with all unmatured Coupons appertaining to them (including Coupons falling to be issued on exchange of matured Talons).

If any unmatured Coupons are not presented for payment in accordance with this Condition 20.4:

- (a) the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of that missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment; and
- (b) each amount of principal deducted under paragraph (a) will be paid against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date in respect of such principal (whether or not that Coupon would otherwise have become void under Condition 25 ("Time limit for claims")) or, if later, five years from the date on which that Coupon would otherwise have become due.

## **20.5 Fixed Rate Notes and unmatured Talons**

If a Fixed Rate Note in definitive bearer form becomes due and repayable before its Maturity Date, all unmatured Talons appertaining to it are void and no further Coupons will be issued in respect of them.

## **20.6 Other Definitive Bearer Notes and unmatured Coupons and Talons**

When any Floating Rate Note or Variable Note in definitive bearer form becomes due and repayable, all unmatured Coupons and Talons relating to it (whether or not attached) are void and no payment or, as the case may be, exchange for further Coupons may be made in respect of them.

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



---

## **21 Payments in respect of Global Notes**

### **21.1 Presentation of Global Note**

Other than a Global Note cleared through the CMU, payments of principal and any interest in respect of Notes represented by any Global Note will be made:

- (a) against presentation or surrender, as the case may be, of that Global Note at the Specified Office of any Paying Agent outside the United States; or
- (b) otherwise in the manner specified in the relevant Global Note.

*So long as the Notes are represented by a Global Note, the “Record Date” shall be the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment where “Clearing System Business Day” means a day on which the relevant clearing system is open for business except 25 December and 1 January.*

### **21.2 Payment of amounts in respect of Global Notes cleared through the CMU**

In respect of a Global Note cleared through the CMU, any payments of principal, interest (if any) or any other amounts shall be made to the person(s) for whose account(s) interests in the relevant Global Note are credited (at the relevant time as notified to the CMU Lodging and Paying Agent as set out in a CMU Issue Position Report or any other relevant notification supplied to the CMU Lodging and Paying Agent by the CMU) and, save in the case of final payment, no presentation of the relevant Global Note shall be required for such purpose.

### **21.3 Records of payments**

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

### **21.4 Holders of Global Notes entitled to payments**

The holder of a Global Note (if the Global Note is not lodged with the CMU) or (if the Global Note is lodged with CMU) the person(s) for whose account(s) interests in such Global Note are credited (as set out in the records of the CMU) as being held through the CMU in accordance with the CMU Rules is the only person entitled to receive payments in respect of Notes represented by that Global Note and:

- (a) the Issuer and the Guarantors are discharged by payment to, or to the order of, the holder of such Global Note or such person(s) for whose account(s) interests in such Global Note are credited as being held through the CMU (as the case may be) in respect of each amount so paid by the Issuer or a Guarantor; and
- (b) each person shown in the records of Euroclear or Clearstream, Luxembourg or the CMU as the beneficial holder of a particular principal amount of Notes represented by a Global Note must look solely to Euroclear or Clearstream, Luxembourg or the CMU, as the case may be, for that person's share of each payment so made by the Issuer or, as the case may be, a Guarantor, or to the order of, the holder of such Global Note.

### **21.5 Registered Notes**

This Condition 21 does not apply to Global Notes that are Australian Domestic Notes. Payments in respect of Australian Domestic Notes are covered in Condition 23 (“Payments in respect of Australian Domestic Notes”).

---

## **22 Payments in respect of Registered Euro/CMU Notes**

### **22.1 Payment of principal in respect of Registered Euro/CMU Notes**

Payments of principal (which for the purposes of this Condition shall include final Instalment Amounts but not other Instalment Amounts) in respect of Registered Euro/CMU Notes shall be made against presentation and surrender of the relevant Certificates at the specified office of the Registrar in the manner provided in Condition 22.2 (“Payment of interest in respect of Registered Euro/CMU Notes”) below.

## 22.2 Payment of interest in respect of Registered Euro/CMU Notes

- (a) Interest (which for the purpose of this Condition 22.2 shall include all Instalment Amounts other than final Instalment Amounts) on Registered Euro/CMU Notes shall be paid to the person shown on the Register at the close of business on the 15th day before the due date for payment thereof (the "Record Date").
- (b) Other than a Registered Euro/CMU Note cleared through the CMU, payments of principal and any interest in respect of Registered Euro/CMU Notes will be made:
  - (i) against presentation or surrender, as the case may be, of the Certificate representing that Registered Euro/CMU Note at the Specified Office of any Paying Agent outside the United States; or
  - (ii) otherwise in the manner specified in the relevant Registered Euro/CMU Note or Certificate.

*So long as the Notes are represented by a Global Certificate, the "Record Date" shall be the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment where "Clearing System Business Day" means a day on which the relevant clearing system is open for business except 25 December and 1 January.*

- (c) In the case of Registered Euro/CMU Notes cleared through the CMU, payment will be made to the person for whose account interests in the relevant Registered Euro/CMU Note are credited as being held through the CMU in accordance with the CMU Rules at the relevant time as notified to the CMU Lodging and Paying Agent by the CMU in a relevant CMU Issue Position Report or any other relevant notification by the CMU, which notification, in either case, shall be conclusive evidence of the records of the CMU as to the identity of any accountholder and the principal amount of any Registered Euro/CMU Note credited to its account (save in the case of manifest error) and payment made in accordance thereof shall discharge the obligations of the Issuer in respect of that payment.

---

## 23 Payments in respect of Australian Domestic Notes

### 23.1 Australian Registrar is principal paying agent

The Australian Registrar will act as principal paying agent for Australian Domestic Notes under the Australian Registry Services Agreement.

### 23.2 Method of payment – Australian Domestic Notes in a Clearing System

If Australian Domestic Notes are held in the Austraclear System, payments of:

- (a) interest will be made to the person registered at the close of business on the relevant Record Date as the holder of such Australian Domestic Note; and
- (b) principal in respect of Australian Domestic Notes will be made to the persons registered at 10.00am on the payment date as the holder of such Australian Domestic Notes,

in each case by crediting on the relevant payment date the amount then due to the account of the Noteholder in accordance with the Austraclear Regulations.

### 23.3 Method of payment - Notes not in a Clearing System

If Australian Domestic Notes are not held in the Austraclear System, payments of:

- (a) interest will be made to the persons registered at the close of business on the relevant Record Date as the holders of such Australian Domestic Notes; and
- (b) principal will be made to the persons registered at 10.00am on the payment date as the holder of such Australian Domestic Notes,

in each case subject in all cases to normal banking practice and all applicable laws and regulations. Payment will be made:

- (a) by cheques dispatched by post on the relevant payment date at the risk of the Noteholder;
- (b) at the option of the Noteholder, by the Australian Registrar giving irrevocable instructions for the effecting of a transfer of the relevant funds to an account in Australia specified by the Noteholder to the Australian Registrar; or
- (c) in any other manner which the Australian Registrar and the Noteholder agree.

In the case of payments made by electronic transfer, payments will for all purposes be taken to be made when the Australian Registrar gives irrevocable instructions for the making of the relevant payment by electronic transfer, being instructions which would be reasonably expected to result, in the ordinary course of banking business, in the funds transferred reaching the account of the Noteholder on the same day as the day on which the instructions are given.

If a cheque posted or an electronic transfer for which irrevocable instructions have been given by the Australian Registrar is shown, to the satisfaction of the Australian Registrar, not to have reached the Noteholder and the Australian Registrar is able to recover the relevant funds, the Australian Registrar may make such other arrangements as it thinks fit for the effecting of the payment.

---

## **24 Taxation**

### **24.1 No set-off, counterclaim or deductions**

All payments by or on behalf of the Issuer or the Guarantors in respect of the Notes must be made in full without set-off or counterclaim, and without any withholding or deduction in respect of Taxes, unless required by law or made for or on account of FATCA (as defined in Condition 19.3 ("Payments subject to fiscal and other laws"))).

### **24.2 Withholding tax**

If a law requires the Issuer or a Guarantor to withhold or deduct an amount in respect of Taxes from a payment in respect of the Notes such that the Noteholder would not actually receive on the due date the full amount provided for under the Notes, then:

- (a) the Issuer or, as the case may be, the relevant Guarantor agrees to withhold or deduct the amount for the Taxes (and any further withholding or deduction applicable to any further payment due under paragraph (b) below) and to pay an amount equal to the amount deducted to the relevant authority in accordance with applicable law; and
- (b) subject to Condition 24.3 ("Withholding tax exemptions"), if the amount deducted or withheld is in respect of Taxes imposed or levied by or on behalf of the Commonwealth of Australia or any political subdivision thereof or any authority therein or thereof having power to tax, an additional amount is payable so that, after making the deduction and further withholding or deductions applicable to additional amounts payable under this paragraph (b), the Noteholder is entitled to receive (at the time the payment is due) the amount it would have received if no withholding or deductions had been required.

For the avoidance of doubt, as specified in Condition 19.3 ("Payments subject to fiscal and other laws") the provisions of paragraph (b) above only apply in respect of withholdings or deductions of Taxes required by law and imposed or levied by or on behalf of the Commonwealth of Australia or any political subdivision thereof or any authority therein or thereof having power to tax. In addition, if any withholding or deduction is made for or on account of FATCA (as defined in Condition 19.3), neither the Issuer nor any Guarantor will be required to pay any additional amount under paragraph (b) above on account of such withholding or deduction.

### **24.3 Withholding tax exemptions**

Condition (b) ("Withholding tax") will not apply in relation to any payments in respect of any Note:

- (a) to a Noteholder (or a third party on its behalf) who is liable to such Taxes in respect of that Note by reason of its deriving payment in respect of it carrying on business at or through a permanent establishment of the Noteholder in the Commonwealth of Australia or its territories;
- (b) more than 30 days after the Relevant Date except to the extent that a Noteholder would have been entitled to additional amounts under Condition (b) ("Withholding tax") on presenting the same, or making demand, for payment on the last day of the period of 30 days;
- (c) on account of Taxes which are payable by reason of the Noteholder (or a person with an interest in a Note) being an associate of the Issuer for the purposes of section 128F of the Tax Act;
- (d) to a Noteholder (or a third party on its behalf), or a person with an interest in a Note, if that person has not supplied an appropriate Australian tax file number, Australian Business Number or details of an applicable exemption from these requirements;
- (e) to a Noteholder (or a third party on its behalf), where such withholding or deduction is required to be made pursuant to a notice or direction issued by the Commissioner of Taxation under section 255 of the Tax Act or section 260-5 of Schedule 1 to the Taxation Administration Act 1953 of the Commonwealth of Australia or any similar law; or
- (f) on account of Taxes which are payable by, or by a third party on behalf of, a Noteholder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or other similar claim for exemption to the Issuer, a Guarantor or their respective agents or any tax authority where (in the case of Bearer Notes) the relevant Note is presented for payment or (in the case of Registered Notes) where the demand for payment is made.

Notwithstanding any other provision of these Conditions, if a Note is presented for payment or held by, or by a third party on behalf of, a person who is a resident of Australia or a non-resident who is engaged in carrying on business in Australia at or through a permanent establishment of that non-resident in Australia (the expressions "resident of Australia", "non-resident" and "permanent establishment" having the meanings given to them by the Tax Act) if, and to the extent that, section 126 of the Tax Act (or any equivalent provision) requires the Issuer to pay income tax in respect of interest payable on the Note and the income tax would not be payable were the person not a "resident of Australia" or "non-resident" so engaged in carrying on business, the Issuer shall be entitled to make any withholding or deduction pursuant to section 126 of the Tax Act and will have no obligation to pay additional amounts or otherwise indemnify any person for any such withholding or deduction.

---

## **25 Time limit for claims**

### **25.1 Time limit**

A claim against the Issuer or, as the case may be, a Guarantor for a payment under a Note (whether in bearer or registered form), Receipt or Coupon (which in this Condition 25.1, does not include a Talon) is void unless presented for payment within 10 years (in the case of principal) and five years (in the case of interest) from the Relevant Date.

### **25.2 Discharge of Issuer and Guarantors**

The Issuer and each Guarantor is discharged from its obligation to make a payment in respect of a Registered Note to the extent that:

- (a) the relevant Registered Note certificate (if any) has not been surrendered to the Registrar within; or
- (b) a cheque which has been duly dispatched in the Specified Currency remains uncashed at the end of the period of 10 years (in the case of principal) and five years (in the case of interest) from the Relevant Date.

### 25.3 Void payments

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void under these Conditions.

## Part 7 Default

---

### 26 Events of Default

#### 26.1 Event of Default

An Event of Default occurs in relation to a Series of Notes if:

- (a) **(payment default)** the Issuer does not pay any amount in respect of the Notes of the relevant Series or any of them within five Business Days of the due date for payment;
- (b) **(other default)** the Issuer does not comply with its other obligations under or in respect of the Notes of the relevant Series and, if the non-compliance can be remedied, does not remedy the non-compliance within 30 days after written notice requiring such default to be remedied has been delivered to the Issuer by a Noteholder;
- (c) **(cross default)** any indebtedness in excess of A\$50,000,000 (or its equivalent in any other currency) of the Issuer or any Guarantor in respect of money borrowed or raised is not paid within 10 Business Days of:
  - (i) its due date; or
  - (ii) the end of any applicable period of grace,whichever is the later;
- (d) **(insolvency)** an Insolvency Event occurs in respect of the Issuer or any Guarantor;
- (e) **(administration)** a controller (as defined in the Corporations Act) is appointed in respect of a substantial part of the property of the Issuer or any Guarantor; or
- (f) **(obligations unenforceable)** any of the Notes, the Guarantee, the relevant Deed of Covenant or the Australian Note Deed Poll is or becomes wholly or partly void, voidable or unenforceable.

#### 26.2 Associated definition

In Condition 26.1 ("Event of Default"):

**"Insolvency Event"** means the happening of any of these events:

- (a) except to reconstruct or amalgamate while solvent, the Issuer or the relevant Guarantor, as applicable, enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or proposes a reorganisation, moratorium or other administration involving any of them;
- (b) the Issuer or the relevant Guarantor, as applicable, resolves to wind itself up or otherwise dissolve itself, except to reconstruct or amalgamate while solvent or an order is made by an Australian court that the Issuer or the relevant Guarantor, as applicable, be wound up or the Issuer is otherwise wound up or dissolved;
- (c) the Issuer or the relevant Guarantor, as applicable, is or states that it is unable to pay its debts when they fall due; or
- (d) execution or other process issued on a judgment, decree or order of an Australian court in favour of a creditor of the Issuer or the relevant Guarantor, as applicable, for a monetary

amount in excess of A\$50,000,000 (or its equivalent in any other currency) is returned wholly or partly unsatisfied.

### **26.3 Consequences of an Event of Default**

If any Event of Default occurs and is subsisting in relation to the Notes of any Series or any of them, a Noteholder of that Series may by written notice addressed to the Issuer and delivered to the Issuer (with a copy to the Guarantors and the relevant Agent) declare such Note to be immediately due and payable where upon it should become immediately due and payable at its Final Redemption Amount (together with all accrued interest (if any)) applicable to each Note held by the Noteholder to be due and payable immediately or on such other date specified in the notice.

## **Part 8 General**

---

### **27 Agents**

#### **27.1 Role of Agents**

In acting under the relevant Agency Agreement and in connection with the Notes, the Agents act solely as agents of the Issuer and the Guarantors, and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.

#### **27.2 Appointment and replacement of Agents**

The initial Agents and their initial Specified Offices are listed below. The initial Calculation Agent (if any) is specified in the relevant Pricing Supplement. Subject to Condition 27.3 ("Required Agents"), the Issuer and the Guarantors reserve the right at any time to vary or terminate the appointment of any Agent and to appoint a successor fiscal agent or Calculation Agent and additional or successor agents.

#### **27.3 Required Agents**

The Issuer shall:

- (a) at all times maintain a Euro Fiscal Agent, CMU Lodging and Paying Agent, (for so long as there are any Registered Euro/CMU Notes outstanding (other than Registered Euro/CMU Notes cleared through the CMU)) a Euro Registrar, (for so long as there are any Registered Euro/CMU Notes cleared through the CMU outstanding) a CMU Registrar and (for so long as there are any Australian Domestic Notes Outstanding) an Australian Registrar;
- (b) if a Calculation Agent is specified in the relevant Pricing Supplement, at all times maintain a Calculation Agent; and
- (c) if and for so long as the Notes are:
  - (i) admitted to the Official List of Singapore Exchange Securities Trading Limited; and/or
  - (ii) admitted to listing, trading and/or quotation by any other listing authority, stock exchange and/or quotation system,maintain a Paying Agent having its Specified Office in Singapore, and/or in such other place as may be required by such listing authority, stock exchange and/or quotation system.

Notice of any change in any of the Paying Agents or in their Specified Offices shall promptly be given to the Noteholders.

---

**28 Replacement of lost or damaged Notes, Certificates, Talons, Receipts and Coupons**

If any Note, Talon, Receipt, Coupon or Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of:

- (a) the Euro Fiscal Agent, in the case of Bearer Notes;
- (b) the relevant Registrar, in the case of Registered Notes; and
- (c) if the Notes are then listed on any listing authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent in any particular place, the Paying Agent having its Specified Office in the place required by such listing authority, stock exchange and/or quotation system,

subject to all applicable laws and listing authority, stock exchange and/or quotation system requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer and the relevant Agent may reasonably require. Mutilated or defaced Notes, Talons, Receipts, Certificates or Coupons must be surrendered before replacements will be issued.

---

**29 Meetings of Noteholders****29.1 Meetings Provisions**

The Meetings Provisions contain provisions (which have effect as if incorporated in these Conditions) for convening meetings of the Noteholders of any Series to consider any matter affecting their interest, including the modification of these Conditions and the relevant Deed of Covenant insofar as the same may apply to such Notes.

Any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened at a physical location, or such other method (which may include without limitation a conference call or video conference) in accordance with the Meetings Provisions by the Issuer and must be convened by the Issuer upon the request in writing of Noteholders holding not less than 10 per cent of the aggregate principal amount of the outstanding Notes. The quorum at any meeting convened to vote on an Extraordinary Resolution will be two or more persons holding or representing more than 50 per cent of the aggregate principal amount of the outstanding Notes or, at any adjourned meeting, two or more persons being or representing Noteholders whatever the principal amount of the Notes held or represented. However, Reserved Matters may only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which two or more persons holding or representing not less than 75 per cent or, at any adjourned meeting, 25 per cent of the aggregate principal amount of the outstanding Notes form a quorum. Any Extraordinary Resolution duly passed at any such meeting is binding on all the Noteholders, whether present or not.

In addition, an Extraordinary Resolution may be in writing signed by or on behalf of the holders of not less than 75 per cent. in nominal amount of the Notes for the time being outstanding. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

**29.2 Resolutions binding**

An Extraordinary Resolution passed at any meeting of the Noteholders of any Series is binding on all Noteholders of such Series, whether or not they are present at the meeting, and on all Couponholders relating to Notes of such Series.

---

**30 Variation****30.1 Variation of Notes, Conditions and Program Documents**

The parties to any Program Document may agree to modify any provision of it, and the Notes and these Conditions may be modified, but the Issuer is not permitted to make, and may not agree, to any such modification without the consent of the Noteholders unless:

- (a) it is of a formal, minor or technical nature;
- (b) it is made to correct a manifest error; or
- (c) it is, in the opinion of the Issuer, not materially prejudicial to the interests of the Noteholders as a whole.

## **30.2 Notice**

Notice of any amendment or variation of the Notes, these Conditions or any Program Document shall promptly be given to the Noteholders.

---

## **31 Further issues**

The Issuer may from time to time, without the consent of the Noteholders or the Couponholders, create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Notes of any particular Series.

---

## **32 Notices to Noteholders**

### **32.1 Form**

A notice or other communication in connection with a Note to the Noteholder must be in writing and:

- (a) if lodged in a Clearing System, it may be delivered to the relevant Clearing System(s) for communication by them to the persons shown in their respective records as having interests in those Notes;
- (b) if the Note is an Australian Domestic Note, it may be given in an advertisement published in The Australian Financial Review or any other newspaper or newspapers circulating in Australia generally;
- (c) if the Note is a Registered Note (including a Registered Euro/CMU Note or an Australian Domestic Note) it may be given by being sent by prepaid post (airmail if appropriate) or left at the address of each Noteholder or any relevant Noteholder as shown in the relevant Register at the close of business on the day which is three Business Days prior to the dispatch of the relevant notice or communication; and
- (d) if the Pricing Supplement for the Note specifies an additional or alternate newspaper then it may be given by publication in that newspaper.

*So long as the Notes are represented by a Global Note (including a Global Certificate) and such Global Note is held on behalf of Euroclear or Clearstream, Luxembourg or any other clearing system, notices to the holders of Notes of that Series may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by the Conditions or by delivery of the relevant notice to the holder of the Global Note.*

*The Issuer shall also ensure that notices are published in a manner which complies with the rules of any stock exchange or other relevant authority on which the Notes are for the time being listed or by which they have been admitted to trading.*

### **32.2 When effective**

A notice given in accordance with Condition 32.1 ("Form") will be taken to be duly given:

- (a) in the case of publication in a newspaper, on the date of first such publication has been made in all the required newspapers;



- (b) in the case of delivery to Euroclear, Clearstream, Luxembourg, the CMU or another Clearing System, on the first weekday after the date of such delivery; or
- (c) in the case of Registered Notes:
  - (i) in the case of a letter, on the fifth day after posting;
  - (ii) in the case of a facsimile, on receipt by the sender of a successful transmission report; and
  - (iii) in the case of publication in a newspaper, on the date of publication (or if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers).

### 32.3 Couponholders

Couponholders are taken for all purposes to have notice of the contents of any notice given to the Noteholders.

---

## 33 Substitution of Issuer

### 33.1 Substitution

The Issuer may, without the consent of Noteholders at any time substitute for itself any company, being a Related Body Corporate of the Issuer, as principal debtor ("**Substituted Debtor**") in respect of all obligations arising from or in connection with the Notes or the Program Documents. The Issuer may only do this if:

- (a) the Substituted Debtor assumes all obligations of the Issuer under the Notes and all other relevant documents in connection with the Notes;
- (b) the Issuer and the Substituted Debtor have entered into such documents ("**Documents**") as are necessary to give effect to the substitution and in which the Substituted Debtor has undertaken in favour of each Noteholder to be bound by these terms and conditions and the provisions of the Agency Agreement as the debtor in respect of the Notes in place of the Issuer (or of any previous Substituted Debtor under this Condition 33 ("**Substitution of the Issuer**"));
- (c) the Substituted Debtor has entered into a deed of covenant in favour of the Noteholders then represented by a Global Note, on terms no less favourable than the relevant Deed of Covenant then in force in respect of the Notes;
- (d) the Issuer or, as the case may be, the previous Substituted Debtor is not in default in respect of any amount payable under the Notes;
- (e) immediately after such substitution of the Issuer, no Event of Default will occur;
- (f) the Substituted Debtor has obtained all necessary authorisations and approvals for such substitution and for the performance by the Substituted Debtor of its obligations under the Documents from the authorities in the country where the Substituted Debtor is incorporated, and the Issuer can transfer to, and the Substituted Debtor will be able to pay to, the Paying Agent in the currency required under the Notes all amounts necessary for the fulfilment of the payment obligations on or in connection with the Notes without withholding or deduction for or on account of any taxes, charges or duties of whatsoever nature;
- (g) the Substituted Debtor has agreed to indemnify each Noteholder against any Taxes imposed or arising on or in respect of any instrument effecting such substitution and, if the Substituted Debtor is resident for tax purposes in a territory ("**New Residence**") other than that in which the Issuer prior to such substitution was resident for tax purposes ("**Former Residence**"), the Documents contain an undertaking and/or such other provisions as may be necessary to

ensure that, following substitution, each Noteholder would have the benefit of an undertaking in terms corresponding to the provisions of Condition 24 ("Taxation"), with:

- (i) the substitution of references to the Issuer with references to the Substituted Debtor (to the extent that this is not achieved by Condition 33.1(a), 33.1(b) and 33.1(c)); and
- (ii) the substitution of references to the Former Residence with references to both the New Residence and the Former Residence,

*provided, however*, that this indemnity shall not apply to any deduction or withholding made for or on account of FATCA (as defined in Condition 19.3 ("Payments subject to fiscal and other laws")), and shall not require the payment of additional amounts on account of any such withholding or deduction;

- (h) there have been delivered to each Agent opinions of lawyers of recognised standing in Australia and of lawyers of recognised standing in the country of incorporation of the Substituted Debtor in a form acceptable to the Agents to the effect that the matters referred to in paragraphs (a), (b), (c), (d), (e) and (g) above have been satisfied and that the Notes are legal, valid and binding obligations of the Substituted Debtor;
- (i) either:
  - (i) the Substituted Debtor has a credit rating from an internationally recognised rating agency at least equal to the credit rating of the Issuer immediately prior to the substitution, such rating agency having been informed of the proposed substitution; or
  - (ii) the Issuer (or another entity with a credit rating from an internationally recognised rating agency at least equal to the credit rating of the Issuer immediately prior to the substitution) irrevocably and unconditionally guarantees in favour of each Noteholder the payment of all sums payable by the Substituted Debtor in respect of the Notes;
- (j) if a Series of Notes has a separate credit rating assigned to it from an internationally recognised rating agency (an "**Existing Notes Rating**"), such Notes have been assigned a credit rating from an internationally recognised rating agency at least equal to the Existing Notes Rating immediately prior to the substitution, such rating agency having been informed of the proposed substitution; and
- (k) each stock exchange on which the Notes are listed shall have confirmed that, following the proposed substitution of the Substituted Debtor, the Notes will continue to be listed on such stock exchange.

### 33.2 Notice

Notice of any such substitution shall be promptly given to the Noteholders in accordance with Condition 32 ("Notice to the Noteholders").

### 33.3 Effective Date

A substitution under this Condition 33 takes effect on and from the date ("**Effective Date**") specified in a notice given in accordance with Condition 32.2 ("When effective"), which must be a date not earlier than 30 days after the date on which the notice is given.

### 33.4 Effect of substitution

On and with effect from the Effective Date:

- (a) the Substituted Debtor shall assume all of the obligations of the Issuer with respect to the Notes and all other relevant documents in connection with the Notes (whether accrued before or after the Effective Date); and

- (b) any reference in the Conditions and under all relevant Program Documents to:
  - (i) the Issuer shall from then on be deemed to refer to the Substituted Debtor; and
  - (ii) the country in which the Issuer is domiciled as resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for tax purposes of the Substituted Debtor.

---

## **34 Governing law and jurisdiction**

### **34.1 Governing law**

The Bearer Notes, Registered Euro/CMU Notes and any non-contractual obligations arising out of or in connection with the Bearer Notes, Registered Euro/CMU Notes are governed by English law. The Australian Domestic Notes are governed by and shall be construed in accordance with the law of the Australian Capital Territory (each of these laws being the law of a “**Relevant Jurisdiction**”).

### **34.2 Jurisdiction**

The Issuer agrees for the benefit of the Noteholders that the courts of the Relevant Jurisdiction have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with the Notes, including a dispute relating to the existence, validity or termination of the Notes or any non-contractual obligation arising out of or in connection with the Notes (respectively, “**Proceedings**” and “**Disputes**”) and, for such purposes, irrevocably submits to the jurisdiction of such courts.

### **34.3 Appropriate forum**

The Issuer irrevocably waives any objection which it might now or hereafter have to the courts of the Relevant Jurisdiction 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.

### **34.4 Process agent – England**

The Issuer and each Guarantor agrees that the process by which any Proceedings in England are begun may be served on it by being delivered to Telstra Limited at 2nd Floor, Blue Fin Building, 110 Southwark Street, London SE1 0TA or at any address of the Issuer in England at which process may be served on it in accordance with Part 37 of the Companies Act 2006. If such person is not or ceases to be effectively appointed to accept service of process on the Issuer's or a Guarantor's behalf, the Issuer agrees, on the written demand of any Noteholder addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Euro Fiscal Agent, appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, any Noteholder shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Euro Fiscal Agent. Nothing in this paragraph affects the right of any Noteholder to serve process in any other manner permitted by law.

### **34.5 Non-exclusivity**

The submission to the jurisdiction of the courts of a Relevant Jurisdiction does not (and shall not be construed so as to) limit the right of any Noteholder to take Proceedings in any other court of competent jurisdiction, nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by law.

---

## **35 Third party rights**

No person has any rights to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999 of the United Kingdom.

---

## **36 Interpretation**

### **36.1 Definitions**

In these Conditions, the following expressions have the following meanings:

**Accrual Yield** has the same meaning as in the relevant Pricing Supplement.

**Additional Financial Centre(s)** means each city specified as such in the relevant Pricing Supplement.

**Agency Agreement** means:

- (a) the Euro Fiscal Agency Agreement;
- (b) the Australian Registry Services Agreement; and
- (c) such other agency agreement as the Issuer may enter into in relation to an issue of Notes under the Program.

**Agent** means the Euro Fiscal Agent, the CMU Lodging and Paying Agent, each Registrar, each Paying Agent, each Calculation Agent and includes any successor, substitute or additional agent appointed under an Agency Agreement from time to time.

**Austraclear** means Austraclear Limited (ABN 94 002 060 773).

**Austraclear Regulations** means the regulations known as the “Austraclear Regulations” (as amended or replaced from time to time) together with any instructions or directions established by Austraclear to govern the use of the Austraclear System.

**Austraclear System** means the system operated by Austraclear in Australia for holding securities and electronic recording and settling of transactions in those securities between members of that system.

**Australian Domestic Note** means a registered debt obligation of the Issuer constituted by, and owing under the Australian Note Deed Poll, the details of which are recorded in, and evidenced by, inscription in the Australian Register.

**Australian Note Deed Poll** means any Australian note deed poll so entitled made by the Issuer in favour of Noteholders in relation to the Program.

**Australian Register** means a register, including any branch register, of Noteholders of Australian Domestic Notes established and maintained by or on behalf of the Issuer.

**Australian Registrar** means in relation to Australian Domestic Notes, Austraclear Services Limited (ABN 28 003 284 419) or such other person appointed by the Issuer pursuant to the Australian Registry Services Agreement to maintain the relevant Register in relation to Australian Domestic Notes and perform such payment and other duties as specified in that agreement.

**Australian Registry Services Agreement** means the agreement titled “ASX Austraclear Registry and IPA Services Agreement” between the Issuer and the Australian Registrar dated 22 February 2023 in relation to the Australian Domestic Notes, or any replacement of it.

**Bearer Note** means a Note which is in bearer form.

**Broken Amount** has the meaning given in the relevant Pricing Supplement.

**Business Centre(s)** means each city specified as such in the relevant Pricing Supplement.

**Business Day** means:

- (a) in relation to any matter not requiring payment of any sum, a day on which commercial banks and foreign exchange markets settle payments and are open for general business in (unless otherwise agreed between the Issuer and the Euro Fiscal Agent (in the case of a Bearer Note cleared through Euroclear or Clearstream, Luxembourg), the CMU Lodging and Paying Agent (in the case of a Bearer Note cleared through the CMU) or the relevant Registrar, in the case of a Registered Note) London and any Additional Financial Centre specified in the applicable Pricing Supplement;
- (b) if T2 is specified as an Additional Financial Centre in the applicable Pricing Supplement, a TARGET Settlement Day; and
- (c) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general

business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian Dollars shall be Sydney) or (2) in relation to any sum payable in euro, a TARGET Settlement Day.

**Business Day Convention** means a convention for adjusting any date if it would otherwise fall on a day that is not a Business Day and the following Business Day Conventions, where specified in the Pricing Supplement, in relation to any date applicable to any Note, have the following meanings:

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

If no convention is specified in the Pricing Supplement, the Following Business Day Convention applies. Different conventions may be specified in relation to, or apply to, different dates.

**Calculation Agent** means the Euro Fiscal Agent, the CMU Lodging and Paying Agent or any other person specified in the relevant Pricing Supplement as the party responsible for calculating the Interest Rate and the amount of interest payable in respect of that Note for that Interest Period or such other amount(s) as may be specified in the relevant Pricing Supplement.

**Calculation Amount** has the meaning given in the relevant Pricing Supplement.

**Clearing System** means Euroclear, Clearstream, Luxembourg, the Austraclear System, the CMU and any other clearing system designated as such in a relevant Pricing Supplement.

**Clearstream, Luxembourg** means Clearstream Banking S.A..

**CMU** means the Central Moneymarkets Unit Service operated by the HKMA.

**CMU Issue Position Report** has the meaning given to such term in the CMU Rules.

**CMU Lodging and Paying Agent** means Deutsche Bank AG, Hong Kong Branch or any successor CMU lodging and paying agent appointed by the Issuer under the Euro Fiscal Agency Agreement.

**CMU Manual** means the reference manual relating to the operation of the CMU issued by the HKMA to CMU Members, as amended from time to time.

**CMU Member** means any member of the CMU.

**CMU Registrar** means Deutsche Bank AG, Hong Kong Branch or any successor CMU registrar appointed by the Issuer under the Euro Fiscal Agency Agreement.

**CMU Rules** means all requirements of the CMU for the time being applicable to a CMU Member and includes (i) all the obligations for the time being applicable to a CMU Member under or by virtue of its membership agreement with the CMU and the CMU Manual, (ii) all the operating procedures as set out in the CMU Manual for the time being in force in so far as such procedures are applicable to a CMU Member, and (iii) any directions for the time being in force and applicable to a CMU Member given by the HKMA through any operational circulars or pursuant to any provision of its membership agreement with the HKMA or the CMU Manual.

**Common Depositary** means, in relation to a Series of Notes, the common depositary for Euroclear and Clearstream, Luxembourg.

**Condition** means the correspondingly numbered condition in these terms and conditions and **Conditions** means these terms and conditions.

**Corporations Act** means the Corporations Act 2001 of Australia.

**Coupon** means a bearer interest coupon appertaining to a Definitive Bearer Note (other than a Zero Coupon Note) in or substantially in the form set out in the Euro Fiscal Agency Agreement, or in such other form as may be agreed between the Issuer and the Euro Fiscal Agent or CMU Lodging and Paying Agent (as applicable).

**Couponholders** means, in respect of a Series, the holders of the Coupons and includes, where applicable, the Talonholders.

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

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

**Determination Date** means the date(s) specified as such hereon or, if none is so specified, the Interest Payment Date(s); and

**Determination Period** means the period from and including a Determination Date in any year but excluding the next Determination Date;

- (b) if "**Actual/Actual**" or "**Actual/Actual (ISDA)**" is so specified, 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);
- (c) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365;

- (d) if “**Actual/365 (Sterling)**” is so specified, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (e) if “**Actual/360**” is so specified, means the actual number of days in the Calculation Period divided by 360;
- (f) if “**30/360**” or “**360/360**” or “**Bond Basis**” is so specified, means 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:

“**Y<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M<sub>2</sub>**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D<sub>1</sub>**” is the first calendar day, expressed as a number of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

“**D<sub>2</sub>**” 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 D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30;

- (g) if “**30E/360**” or “**Eurobond Basis**” is so specified means, the number of days in the Calculation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

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

where:

“**Y<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M<sub>2</sub>**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D<sub>1</sub>**” is the first calendar day, expressed as a number of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

“**D<sub>2</sub>**” 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 D<sub>2</sub> will be 30;

- (h) if “**30E/360 (ISDA)**” is so specified means, the number of days in the Calculation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

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

where:

“**Y<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M<sub>2</sub>**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D<sub>1</sub>**” is the first calendar day, expressed as a number of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

“**D<sub>2</sub>**” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D<sub>2</sub> will be 30; and

- (i) if “**RBA Bond Basis**” or “**Australian Bond Basis**” is so specified, means one divided by the number of Interest Payment Dates in a year (or where the Calculation Period does not constitute an Interest Period, the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of:
- (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366; and
  - (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365)).

**Deed of Covenant** means:

- (a) the deed of covenant dated 23 February 2023 executed by the Issuer in connection with the Program;
- (b) the deed of covenant dated 25 August 2025 executed by the Issuer in connection with the Program; or
- (c) any other deed of covenant so entitled made by the Issuer in connection with the Program.

**Definitive Bearer Note** means a Bearer Note issued in definitive form in or substantially in the form set out in the Euro Fiscal Agency Agreement and having, where appropriate, Coupons, Talons or Receipts attached on issue in definitive form.

**Directive** means:

- (a) a law; and/or
- (b) a treaty, an official directive, request, regulation, guideline or policy (whether or not having the force of law).

**Dual Currency Note** means a Note in respect of which payments of principal or interest or both are made or to be made in such different currencies, and at rates of exchange calculated upon such basis or bases as indicated in the relevant Pricing Supplement.

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



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

**Early Redemption Amount (Tax)** means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Pricing Supplement.

**Early Redemption Date (Call)** means the date so described in the relevant Pricing Supplement.

**Early Redemption Date (Put)** means the date so described in the relevant Pricing Supplement.

**Early Termination Amount** means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, these Conditions or the relevant Pricing Supplement.

**Euro/CMU Register** means a register, including any branch register, of Noteholders of Registered Euro/CMU Notes established and maintained by or on behalf of the Issuer.

**Euro Registrar** means in relation to Registered Euro/CMU Notes (other than Registered Euro/CMU Notes cleared through the CMU), such person appointed by the Issuer pursuant to the Euro Fiscal Agency Agreement to maintain the Euro/CMU Register in relation to Registered Euro/CMU Notes and perform such payment and other duties as specified in that agreement.

**Euro Fiscal Agency Agreement** means the amended and restated euro fiscal agency agreement so entitled dated 25 August 2025 between the Issuer, Deutsche Bank AG, London Branch, Deutsche Bank Luxembourg S.A., and Deutsche Bank AG, Hong Kong Branch.

**Euro Fiscal Agent** means, in relation to any Notes, the person appointed to act as issuing and principal paying agent, or any successor issuing and principal paying agent appointed, under the Euro Fiscal Agency Agreement and/or such other issuing and paying agent in relation to any Notes as may from time to time be appointed by the Issuer.

**Euroclear** means Euroclear Bank SA/NV.

**Euro Note** means any Note other than an Australian Domestic Note.

**Event of Default** means an event so described in Condition 26 ("Events of Default").

**Extraordinary Resolution** has the meaning given in the Meetings Provisions of the Euro Fiscal Agency Agreement, the Australian Note Deed Poll or other relevant Program Document.

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

**Fixed Coupon Amount** has the meaning given in the relevant Pricing Supplement.

**Fixed Rate Note** means a Note on which interest is calculated at a fixed rate payable in arrears on a fixed date or fixed dates in each year and on redemption or on such other dates as indicated in the applicable Pricing Supplement.

**Floating Rate Note** means a Note on which interest is calculated at a floating rate payable 1, 2, 3, 6, or 12 monthly or in respect of such other period or on such date(s) as specified in the applicable Pricing Supplement.

**Global Certificate** means a certificate in global form representing Registered Euro/CMU Notes of one or more Tranches of the same Series in or substantially in the form set out in the Euro Fiscal Agency Agreement or in such other form as may be agreed between the Issuer, the relevant Registrar and the relevant Dealer(s).

**Global Note** means:

- (a) in respect of Bearer Notes, a Temporary Global Note or, as the context may require, a Permanent Global Note; and
- (b) in respect of Registered Euro/CMU Notes, a Registered Global Note.

**HKMA** means the Hong Kong Monetary Authority.

**Independent Adviser** means an independent financial institution of international repute or other independent financial adviser of recognised standing with appropriate expertise appointed by the Issuer at its own expense.

**Index Linked Interest Note** means a Note in respect of which the amount payable in respect of interest is calculated by reference to an index or a formula or both as specified in the relevant Pricing Supplement.

**Index Linked Note** means an Index Linked Interest Note or an Index Linked Redemption Amount Note, as the case may be.

**Index Linked Redemption Amount Note** means a Note in respect of which the amount payable in respect of principal is calculated by reference to an index or a formula or both as specified in the relevant Pricing Supplement.

**Instalment Amount** means the amount so described in the relevant Pricing Supplement.

**Instalment Date** means the date so described in the relevant Pricing Supplement.

**Instalment Note** means a Note in respect of which the principal amount is payable in one or more instalments, as specified in the applicable Pricing Supplement.

**Interest Commencement Date** means the Issue Date of the Notes or any other date so described in the relevant Pricing Supplement.

**Interest Determination Date** means the date so described in the relevant Pricing Supplement.

**Interest Payment Date** means each date so described in, or determined in accordance with, the relevant Pricing Supplement and, if a Business Day Convention is specified in the relevant Pricing Supplement:

- (a) as adjusted in accordance with the relevant Business Day Convention; or
- (b) if the Business Day Convention is the "FRN Convention", "Floating Rate Convention" or "Eurodollar Convention" and an interval of a number of calendar months is specified in the relevant Pricing Supplement as being the Specified Period, each of such dates as may occur in accordance with the "FRN Convention", "Floating Rate Convention" or "Eurodollar Convention" at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case).

**Interest Period** means each period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next Interest Payment Date. However:

- (a) the first Interest Period commences on (and includes) the Interest Commencement Date; and
- (b) the final Interest Period ends on (but excludes) the Maturity Date.

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

**Issue Date** means the date on which a Note is, or is to be issued, as specified or determined in accordance with the relevant Pricing Supplement.

**Issue Price** means, in respect of a Note, the price at which such Note is issued as agreed between the Issuer and the relevant Dealers and as set out in the Pricing Supplement.

**Issuer** means Telstra Group Limited (ABN 56 650 620 303).

**Margin** means the margin specified in, or determined in accordance with, the relevant Pricing Supplement.

**Maturity Date** means, in relation to a Note, the date specified in the relevant Pricing Supplement as the date for redemption of that Note or, in the case of an amortising Note, the date on which the last instalment of principal is payable.

**Maximum Interest Rate** has the meaning specified in the Pricing Supplement.

**Maximum Redemption Amount** has the meaning given in the relevant Pricing Supplement.

**Meetings Provisions** means the provisions for the convening of meetings of, and passing of resolutions by, Noteholders set out in the Euro Fiscal Agency Agreement, the Australian Note Deed Poll or such other Program Document as is specified from time to time.

**Minimum Interest Rate** has the meaning specified in the Pricing Supplement.

**Minimum Redemption Amount** has the meaning given in the relevant Pricing Supplement.

**Note** means an Australian Domestic Note or any negotiable bearer or registered bond, note or other debt instrument issued, or to be issued, under the Program the terms and conditions of which will be specified in the Pricing Supplement.

**Noteholder** means, in respect of a Note:

- (a) the bearer for the time being of an outstanding Bearer Note, Coupon, Talon or Receipt;
- (b) the person whose name is entered in the Register as the holder of a Registered Note;
- (c) where there are joint holders of a Registered Note, the persons whose names appear in the Register as joint holders of the Note; or
- (d) for avoidance of doubt where a Global Note is entered into a Clearing System, the operator of that Clearing System or a nominee thereof or the Common Depositary, as the case may be.

**Outstanding** means in relation to the Notes of all or any Series, all of the Notes of such Series other than:

- (a) Notes which have been redeemed or satisfied in full by the Issuer;
- (b) Notes for the payment of which funds equal to their aggregate outstanding principal amount are on deposit with the relevant Paying Agent on terms which prohibit the return of those Notes or in respect of which the relevant Paying Agent holds an irrevocable direction to apply funds in repayment of Notes to be redeemed on that day;
- (c) Notes which have been purchased or cancelled in accordance with Condition 18.11 ("Cancellation");
- (d) Notes in respect of which a Noteholder is unable to make a claim as a result of the operation of Condition 25 ("Time limit for claims");
- (e) those mutilated or defaced Notes which have been surrendered and cancelled and in respect of which replacements have been issued under Condition 28 ("Replacement of lost or damaged Notes, Certificates, Talons, Receipts and Coupons"); or
- (f) any Temporary Global Note to the extent that it has been exchanged for a Permanent Global Note or a Definitive Bearer Note and any Permanent Global Note to the extent that it has been exchanged for Definitive Bearer Notes in each case pursuant to its provisions, these Conditions or any relevant Program Document.

**Partly Paid Note** means a Note in relation to which the initial subscription moneys are payable to the Issuer in two or more instalments.

**Paying Agent** means, in relation to any Notes, the Euro Fiscal Agent, the CMU Lodging and Paying Agent, the Euro Registrar, the CMU Registrar and the Australian Registrar in each case, acting in the capacity as paying agent, and any other person appointed to act as paying agent, or any successor paying agent, appointed under the relevant Agency Agreement and such other paying agent in relation to any Notes as may from time to time be appointed by the Issuer.

**Payment Business Day** means:

- (a) if the currency of payment is euro, any day which is:
  - (i) a day on which banks in the relevant place of presentation are open for presentation and payment of debt securities and for dealings in euro; and

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

**Permanent Global Note** means a Global Note in permanent global form representing Bearer Notes of one or more Tranches of the same series in or substantially in the form set out in the Euro Fiscal Agency Agreement or in such other form as may be agreed between the Issuer, the Euro Fiscal Agent and the relevant Dealers.

**Pricing Supplement** means, in respect of a Tranche, a Pricing Supplement specifying the relevant issue details for that Tranche.

**Principal Financial Centre** means:

- (a) in relation to euro, it means the principal financial centre of the Member State of the European Communities as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent;
- (b) in relation to Australian Dollars, it means either Sydney or Melbourne as selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent; and
- (c) in relation to any other currency, the principal financial centre for that currency.

**Principal Paying Agent** means:

- (a) in relation to Registered Euro/CMU Notes cleared through Euroclear and/or Clearstream, Luxembourg, the Euro Fiscal Agent;
- (b) in relation to Registered Euro/CMU Notes cleared through the CMU, the CMU Lodging and Paying Agent; or
- (c) in relation to any Notes, the person specified as such in the relevant Pricing Supplement.

**Program** means the program for the issuance of Notes established by the Issuer and described in Condition 1.1 ("Program").

**Program Documents** means:

- (a) each Agency Agreement;
- (b) each Deed of Covenant;
- (c) the Australian Note Deed Poll; and
- (d) the Guarantee.

and any other agreement, deed or document which the Issuer acknowledges in writing from time to time to be a Program Document.

**Rate Determination Date** means the day which is two Business Days before the due date of the relevant amount under the Notes.

**Receipt** means a payment receipt relating to the payment of principal on a Note in or substantially in the form set out in the Euro Fiscal Agency Agreement, or in such other form as may be agreed between the Issuer and the Euro Fiscal Agent.

**Receiptholder** means, in respect of a Series, the holders of the Receipts.

**Record Date** means, in the case of payments of interest, the close of business in the place where the relevant Register is maintained on:

- (a) in the case of Registered Euro/CMU Notes, the fifteenth calendar day before the relevant date for payment or any date so described in the relevant Pricing Supplement; and
- (b) in the case of Australian Domestic Notes, the eighth calendar day before the relevant date for payment or any date so described in the relevant Pricing Supplement.

*So long as the Notes are represented by a Global Note, the “Record Date” shall be the close of business (in the relevant clearing system) on the Clearing System Business Day immediately before the due date for such payment where “Clearing System Business Day” means (in the case of Notes cleared through Euroclear and/or Clearstream, Luxembourg) a day on which the relevant clearing system is open for business except 25 December and 1 January or (in the case of Notes cleared through the CMU) a day on which the CMU is operating and open for business.*

**Redemption Amount** means, as appropriate, the Final Redemption Amount, the Early Redemption Amount (Tax), the Early Redemption Amount (Call), the Early Redemption Amount (Put), the Early Termination Amount or such other amount in the nature of a redemption amount as may be specified in, or determined in accordance with the provisions of, the relevant Pricing Supplement.

**Reference Banks** means the institutions so described in the relevant Pricing Supplement or, if none, four major banks selected by the Issuer or other party responsible for the calculation of the Interest Rate as specified in the relevant Pricing Supplement in the market that is most closely connected with the Reference Rate.

**Reference Price** has the meaning given in the relevant Pricing Supplement.

**Reference Rate** means the reference rate specified in the Conditions or the relevant Pricing Supplement and if EURIBOR is so specified, means the Euro Interbank Offered Rate.

**Register** means:

- (a) in relation to Registered Euro/CMU Notes, the Euro/CMU Register; and
- (b) in relation to Australian Domestic Notes, the Australian Register.

**Registered Euro/CMU Note** means a Euro Note (including a Euro Note cleared through the CMU) in registered form.

**Registered Global Note** means a Global Certificate.

**Registered Note** means:

- (a) a Registered Euro/CMU Note;
- (b) an Australian Domestic Note; or
- (c) such other Note issued in registered form which is specified as such in the applicable Pricing Supplement.

**Registrar** means:

- (a) in relation to Registered Euro/CMU Notes (other than Registered Euro/CMU Notes cleared through the CMU), the Euro Registrar;
- (b) in relation to Registered Euro/CMU Notes cleared through the CMU, the CMU Registrar; and
- (c) in relation to Australian Domestic Notes, the Australian Registrar.

**Registry Services Agreement** means:

- (a) in the case of Registered Euro/CMU Notes, the Euro Fiscal Agency Agreement or such other registry services agreement as agreed between the Issuer and the Euro Registrar or CMU Registrar (as applicable); and

- (b) in the case of Australian Domestic Notes, the Australian Registry Services Agreement.

**Related Body Corporate** has the meaning it has in the Corporations Act.

**Relevant Date** means, in relation to any payment, whichever is the later of:

- (a) the date on which the payment in question first becomes due; and
- (b) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Principal Paying Agent (or, in the case of Notes cleared through the CMU, the CMU Lodging and Paying Agent) on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders.

**Relevant Financial Centre** has the meaning given in the relevant Pricing Supplement.

**Relevant Rate** means the Reference Rate benchmark for a Representative Amount of the Specified Currency for a period (if applicable or appropriate to Reference Rate benchmark) equal to the period of time specified as such in the applicable Pricing Supplement, or if none is specified, a period of time equal to the relevant Interest Period, ignoring any adjustments as a consequence of the applicable Business Day Convention.

**Relevant Screen Page** means:

- (a) the page, section, caption, column or other part ("**Page**") of a particular information service specified as the Relevant Screen Page in the relevant Pricing Supplement, such other Page as may succeed or replace it on that information service or such other Page on such other information service as the Calculation Agent or other party responsible for the calculation of the Interest Rate as specified in the relevant Pricing Supplement may determine replaces or succeeds that Page (after prior consultation with the Issuer); or
- (b) any other Page as may succeed or replace it on that information service or such other Page on such other information service, in each case, as the Calculation Agent or other party responsible for the calculation of the Interest Rate as specified in the relevant Pricing Supplement may determine replaces or succeeds that Page (after prior consultation with the Issuer).

**Relevant Time** means the time so described in the relevant Pricing Supplement.

**Representative Amount** means the amount specified as such in the applicable Pricing Supplement, or if none is specified, an amount that is representative for a single transaction in the relevant market at the time.

**Reserved Matter** means any proposal to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes, to alter the method of calculating the amount of any payment in respect of the Notes or the date for any such payment, to change the currency of any payment under the Notes or to change the quorum requirement relating to meetings or the majority required to pass an Extraordinary Resolution or to amend this definition.

**Series** means each original issue of a Tranche of Notes, together with the issue of any further Tranche of Notes, expressed to form a single Series with the original issue and the Notes comprising such Tranches being identical in every respect except for the Issue Date, Issue Price and Interest Commencement Date of the Tranche and, in respect of the first interest payment (if any). A Series may comprise Notes in more than one denomination.

**Specified Currency** means the currency specified in the relevant Pricing Supplement which may include Australian Dollars ("A\$" or "AUD"), Euro ("€", "Euro" or "EUR"), Hong Kong Dollars ("HK\$" or "HKD"), Japanese Yen ("JPY"), Singapore Dollars ("SGD"), Sterling ("GBP") and United States dollars ("USD"), or any other freely transferable and freely convertible currency.

**Specified Denomination** has the meaning given in the relevant Pricing Supplement.

**Specified Office** means, in relation to a person, the office specified in the most recent Offering Circular for the Program or such other address as is notified to Noteholders from time to time.

**Specified Period** has the meaning given in the relevant Pricing Supplement.

**Subsidiary** means of another entity which is a subsidiary of the first within the meaning of part 1.2 division 6 of the Corporations Act or is a subsidiary of or otherwise controlled by the first within the meaning of any approved accounting standard.

“**sub-unit**” means with respect to any currency other than Euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to Euro, means one cent.

**Talonholders** in respect of a Series, means the holders of the Talons.

**Talons** means the bearer talons (if any) appertaining to, and exchangeable in accordance with their provisions for the further Coupons appertaining to, a Definitive Bearer Note (other than a Zero Coupon Note) in or substantially in the relevant form set out in the Euro Fiscal Agency Agreement or in such other form as may be agreed between the Issuer and the Euro Fiscal Agent.

**T2** means the real time gross settlement system operated by the Eurosystem or any successor system.

**TARGET Settlement Day** means any day on which T2 is open for the settlement of payments in Euro.

**Tax Act** means the Income Tax Assessment Act 1936 of Australia or the Income Tax Assessment Act 1997 of Australia, as the context requires.

**Taxes** means taxes, levies, imposts, deductions, charges or withholdings and duties imposed by any authority (including stamp and transaction duties) (together with any related interest, penalties and expenses in connection with them), other than taxes imposed on, or calculated having reference to, net income.

**Temporary Global Note** means a Global Note in temporary global form representing Bearer Notes of one or more Tranches of the same Series, in or substantially in the relevant form set out in the Euro Fiscal Agency Agreement or in such other form as may be agreed between the Issuer and the Euro Fiscal Agent.

**Tranche** means a tranche of Notes specified as such in the relevant Pricing Supplement issued on the same Issue Date and on the same terms and conditions (except that a Tranche may comprise Notes in more than one denomination).

**Variable Interest Note** means an Index Linked Interest Note or any other variable interest rate note other than a Floating Rate Note.

**Variable Note** means a Variable Redemption Note and Variable Interest Note.

**Variable Redemption Note** means an Index Linked Redemption Amount Note or Dual Currency Note.

**Zero Coupon Note** means a Note which does not carry an entitlement to periodic payment of interest prior to the redemption date of such Note and which is issued at a discount to its face value.

## 36.2 References to certain general terms

Unless the contrary intention appears, a reference in these Conditions to:

- (a) a group of persons is a reference to any two or more of them jointly and to each of them individually;
- (b) anything (including an amount) is a reference to the whole and each part of it;
- (c) a document (including these Conditions) includes any variation or replacement of it;
- (d) law means common law, principles of equity, and laws made by any parliament and regulations and other instruments under those laws and consolidations, amendments, re-enactments or replacements of any of them;
- (e) an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act, or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia;
- (f) the word “person” includes an individual, a firm, a body corporate, an unincorporated association and an authority; and

- (g) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns.

### **36.3 Number**

The singular includes the plural and vice versa.

### **36.4 Headings**

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of these Conditions.

### **36.5 References**

Unless the contrary intention appears, in these Conditions:

- (a) a reference to a Noteholder is a reference to the holder of Notes of a particular Series and includes Couponholders, Talonholders and Receiptholders (if any);
- (b) a reference to a Note is a reference to a Note of a particular Series and includes:
  - (i) any Coupon, Receipt or Talon in relation to that Note; and
  - (ii) any replacement Note, Coupon, Receipt or Talon issued under the Conditions;
- (c) if Talons are specified in the relevant Pricing Supplement as being attached to the Notes at the time of issue, references to Coupons are taken to include references to Talons; and
- (d) if Talons are not specified in the relevant Pricing Supplement as being attached to the Notes at the time of issue, references to Talons are not applicable.

### **36.6 References to principal and interest**

Unless the contrary intention appears, in these Conditions:

- (a) any reference to "principal" is taken to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 24 ("Taxation"), any premium payable in respect of a Note, and any other amount in the nature of principal payable in respect of the Notes under these Conditions;
- (b) any reference to "interest" is taken to include any additional amounts in respect of interest which may be payable under Condition 24 ("Taxation") and any other amount in the nature of interest payable in respect of the Notes under these Conditions; and
- (c) if an expression is stated as having the meaning given in the relevant Pricing Supplement, but the relevant Pricing Supplement gives no such meaning or specifies that such expression is "Not Applicable" then such expression is not applicable to the Notes.



## Description of the Guarantee

### The Guarantee

The payments of all amounts due in respect of the Notes will be guaranteed by the Guarantors which include Telstra Corporation Limited and Telstra Limited, unless released in accordance with the terms of the Guarantee. The Guarantors are a sub-set of the wider Group and not all subsidiaries of the Issuer give the Guarantee in respect of the Notes.

Under the terms of the Guarantee, and in respect of each Note, each Guarantor jointly and severally, and notwithstanding the release of any other Guarantor or any other person under the terms of any compromise or arrangement with any creditors of the Issuer or any subsidiary of each Guarantor, guarantees to each Noteholder the due and punctual payment in accordance with the Conditions of the principal of and premium (if any) and interest on that Note and of any other amounts payable by the Issuer in respect of the Note or under the Conditions.

The Notes will have the benefit of the Guarantee upon the execution and delivery by the Guarantors of a Guarantee Certificate issued in accordance with the terms of the Guarantee in respect of the Notes.

### Early release of Telstra Corporation Limited as a Guarantor

The Guarantee includes provisions which, subject to (at the relevant time) (1) the Group credit rating remaining at least investment grade and (2) no relevant indebtedness above a specified threshold remaining outstanding at Telstra Corporation Limited which is guaranteed by the Issuer, permit the release of Telstra Corporation Limited from its obligations as a Guarantor under the Guarantee without the consent of Noteholders if the Issuer ceases to own, directly or indirectly, at least 70 per cent of the ordinary share capital of Telstra Corporation Limited. If these early release conditions are satisfied, investors will no longer have access to Telstra Corporation Limited as a Guarantor under the Guarantee to repay principal and interest in connection with the Notes and will only have recourse to the Issuer and Telstra Limited (as the remaining Guarantor) for such repayments.

### Enforcement of the Guarantee requires the delivery of notice following a three business day period of payment default by the Issuer

Under the terms of the Guarantee, each Guarantor (unless released in accordance with the terms of the Guarantee) agrees to pay to each holder of Notes the amounts due by the Issuer under the Notes within three business days of receipt of a compliant demand from that holder of Notes (or, if applicable, its representative) if the Issuer does not pay such amounts due under the Notes by the date that is three business days after the due date. A compliant demand under the terms of the Guarantee must satisfy the conditions set out in clause 3.2(c) of the Guarantee, including that it must be in writing and provide documentary evidence to the reasonable satisfaction of the relevant Guarantor in support of the relevant outstanding amount. As a result, a holder of Notes must take affirmative steps to enforce their rights under the Guarantee and, in any case, will not have immediate recourse against either Guarantor upon a payment default by the Issuer. In particular, the Guarantee does not provide any holder of Notes with recourse against either Guarantor until such Guarantor's receipt of a compliant demand.

The Guarantee and the rights of the beneficiaries under the Guarantee are governed by Victorian law and may differ from the rights of beneficiaries of guarantees governed by the law of other jurisdictions.

***Form of the Guarantee***

*Remainder of page intentionally left blank. See following page for Form of Guarantee.*

# Telstra Guarantee Deed Poll (Debt – Telstra Group Limited)

Dated

Telstra Group Limited (ABN 56 650 620 303) ("**Telstra Group Limited**")

Telstra Limited (ABN 64 086 174 781) ("**Telstra Limited**")

Telstra Corporation Limited (ABN 33 051 775 556) ("**Telstra Corporation Limited**")

**King & Wood Mallesons**

Level 27  
Collins Arch  
447 Collins Street  
Melbourne VIC 3000  
Australia  
T +61 3 9643 4000  
F +61 3 9643 5999  
DX 101 Melbourne  
www.kwm.com  
603-0065976

# Telstra Guarantee Deed Poll (Debt – Telstra Group Limited)

## Contents

<b>Details</b>	<b>1</b>
<b>General terms</b>	<b>3</b>
<b>1 Definitions and interpretation</b>	<b>3</b>
1.1 Definitions	3
1.2 General interpretation	7
1.3 Guarantors' rights and obligations individual	9
1.4 Benefit	9
1.5 Representatives	9
<b>2 Effective Date</b>	<b>9</b>
<b>3 Guarantee</b>	<b>10</b>
3.1 Consideration	10
3.2 Guarantee	10
3.3 Acknowledgment	10
<b>4 Extent of guarantee</b>	<b>10</b>
4.1 Nature of guarantee	10
4.2 Limit to Guarantor's liability	11
4.3 Variations	11
<b>5 Reinstatement of rights</b>	<b>11</b>
<b>6 Rights of each Beneficiary are protected</b>	<b>11</b>
<b>7 No merger</b>	<b>12</b>
<b>8 Guarantor's rights</b>	<b>13</b>
8.1 Guarantor's rights are suspended	13
8.2 Guarantor's right of proof limited	13
8.3 No set-off against assignees	13
<b>9 Beneficiaries</b>	<b>13</b>
9.1 Becoming a Beneficiary	13
9.2 Ceasing to be a Beneficiary	13
9.3 Subsequent Beneficiaries	14
9.4 Replacement of Guarantee Certificates	14
<b>10 Payments</b>	<b>15</b>
10.1 Manner of payment	15
10.2 Currency indemnity	15

<b>11</b>	<b>Withholding tax</b>	<b>15</b>
<b>12</b>	<b>Representations and warranties</b>	<b>16</b>
12.1	Representations and warranties	16
<b>13</b>	<b>Costs and indemnities</b>	<b>17</b>
13.1	Costs	17
13.2	Indemnity	17
13.3	Payment for Guarantor's obligations	17
<b>14</b>	<b>Application of payments</b>	<b>17</b>
14.1	Application of money	17
14.2	Order of payment	17
14.3	Suspense account	17
14.4	Remaining money	18
14.5	Credit from date of receipt	18
<b>15</b>	<b>Release of Guarantors and termination</b>	<b>18</b>
15.1	Assignment	18
15.2	Termination of guarantee and release – both Guarantors	18
15.3	Termination of guarantee and release – Telstra Corporation Limited Guarantee	19
<b>16</b>	<b>Dealing with Beneficiary interests</b>	<b>19</b>
16.1	Permitted novation or assignment	19
16.2	Other assignments and novations	19
16.3	Sharing by Beneficiaries	19
16.4	Replacement of Representative	20
16.5	Other assignments and novations by Representative	20
<b>17</b>	<b>Notices and other communications</b>	<b>20</b>
17.1	Notices and other communications	20
17.2	Form - all communications	20
17.3	Delivery	20
17.4	When effective	21
17.5	When taken to be received	21
17.6	Receipt outside business hours	21
<b>18</b>	<b>General</b>	<b>21</b>
18.1	Prompt performance	21
18.2	Set-off	21
18.3	Discretion in exercising rights	21
18.4	Partial exercising of rights	21
18.5	Conditions of consents, approvals or waivers	22
18.6	No liability for loss	22
18.7	Conflict of interest	22
18.8	Remedies cumulative	22
18.9	Indemnities and reimbursement obligations	22
18.10	Supervening law	22
18.11	Variation and waiver	22
18.12	Confidentiality	23
18.13	Further steps	24
18.14	Each signatory bound	24

18.15	Banking Code of Practice	24
18.16	Counterparts	24
<hr/>		
<b>19</b>	<b>Governing law and jurisdiction</b>	<b>24</b>
19.1	Governing law and jurisdiction	24
19.2	Serving documents	24
<b>Schedule 1 Form of Guarantee Certificate</b>		<b>25</b>
<b>Signing page</b>		<b>26</b>

# Telstra Guarantee Deed Poll (Debt – Telstra Group Limited)

## Details

Parties	Telstra Group Limited and the Guarantors	
<b>Telstra Group Limited</b>	Name	<b>Telstra Group Limited</b>
	ABN	56 650 620 303
	Address	Level 28, 242 Exhibition Street Melbourne VIC 3000
	Email	guy.wylie@team.telstra.com
	Attention	Corporate Treasurer
<b>Guarantors</b>	Name	<b>Telstra Limited</b>
	ABN	33 051 775 556
	Address	Level 28, 242 Exhibition Street Melbourne VIC 3000
	Email	guy.wylie@team.telstra.com
	Attention	Corporate Treasurer
	Name	<b>Telstra Corporation Limited</b>
	ABN	33 051 775 556
	Address	Level 28, 242 Exhibition Street Melbourne VIC 3000
	Email	guy.wylie@team.telstra.com
	Attention	Corporate Treasurer
<b>in favour of:</b>	Each Beneficiary.	
<b>Beneficiary</b>	Each party:	
	(a)	in whose favour the Guarantors issue a Guarantee Certificate on or after the date of this deed poll; or
	(b)	who becomes a New Financier in accordance with clause 16.1.
<b>Recitals</b>	A.	Each Beneficiary has, on or after the date of this deed poll, made or has agreed to make available a financing

---

arrangement or a similar or related arrangement to Telstra Group Limited.

- B. Each Guarantor has agreed to grant a guarantee in favour of each applicable Beneficiary on the terms of this deed poll.
- 

**Date of deed  
poll**

---



# Telstra Guarantee Deed Poll (Debt – Telstra Group Limited)

## General terms

---

## 1 Definitions and interpretation

### 1.1 Definitions

Unless the contrary intention appears, these meanings apply:

**Authorised Officer** means, in the case of a party, a director or secretary of that party, any person who purports to be a “director”, “chief”, “counsel”, “executive”, “head”, “president” or “manager” (or a person performing, or purporting to perform, the functions of any of them) of that party or any other person nominated by that party to act as an Authorised Officer for the purposes of this deed poll.

**Beneficiary** means the person or persons so described in the Details and, for the avoidance of doubt, does not include any person who has ceased to be a “Beneficiary” in accordance with clause 9.2 (“Ceasing to be a Beneficiary”) or clause 16.1.

**Business Day** means, in respect of a Guarantor and a Beneficiary, a day on which banks are open for general banking business in Melbourne and Sydney (not being a Saturday, Sunday or public holiday in that place).

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Costs** includes costs, charges and expenses, including those incurred in connection with advisers and any legal costs on a full indemnity basis.

**Debtor** means Telstra Group Limited (ABN 56 650 620 303).

**Details** means the section of this deed poll headed “Details”.

**Effective Date** means 1 January 2023.

**Encumbrance** means any:

- (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement and any “security interest” as defined in sections 12(1) or (2) of the PPSA;
- (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off;
- (c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or
- (d) third party right or interest, or any right arising as a consequence of the enforcement of a judgment,

or any agreement to create any of them or allow them to exist.

**Existing Financier** has the meaning given to it in clause 16.1 ("Permitted novation or assignment").

**Governmental Agency** means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, minister, commission, authority, tribunal, agency or entity or wholly government owned corporation.

**Group Credit Rating** means the senior unsecured long term credit ratings by S&P or Moody's (as applicable) given to Telstra Group Limited.

**Guarantee Cap** has the meaning given to it in clause 4.2 ("Limit to Guarantor's liability").

**Guarantee Certificate** means a certificate substantially in the form of Schedule 1 issued by the Guarantors to a person.

**Guaranteed Money** means, with respect to a Beneficiary and a Guarantor, all amounts, debts and monetary liabilities of the Debtor:

at any time;

in connection with the Guaranteed Obligations of the Debtor applicable to that Beneficiary;

whether under law or otherwise (including liquidated or unliquidated damages for default or breach of any obligation); and

whether or not of a type within the contemplation of the parties at the date of this deed poll:

- (a) the Debtor is or may become actually or contingently liable to pay to the Beneficiary;
- (b) the Beneficiary has advanced or paid on the Debtor's behalf or at the Debtor's express or implied request;
- (c) the Beneficiary is liable to pay by reason of any act or omission on the Debtor's part; or
- (d) the Debtor would have been liable to pay the Beneficiary but the amount remains unpaid by reason of the Debtor's Insolvency.

This definition applies:

- (i) irrespective of the capacity in which the Debtor, a Guarantor or the Beneficiary became entitled to, or liable in respect of, the amount concerned;
- (ii) whether the Debtor, a Guarantor or the Beneficiary is liable as principal debtor, as surety, or otherwise;
- (iii) whether the Debtor or a Guarantor is liable alone, or together with another person;
- (iv) even if the Debtor or a Guarantor owes an amount or obligation to the Beneficiary because it was assigned to the Beneficiary, whether or not:
  - (A) the assignment was before, at the same time as, or after the date of this deed poll;

- (B) the Debtor or that Guarantor consented to or was aware of the assignment; or
- (C) the assigned obligation was secured before the assignment;
- (v) even if this deed poll was assigned to the Beneficiary, whether or not:
  - (A) the Debtor or a Guarantor consented to or was aware of the assignment;
  - (B) any of the Guaranteed Money was previously unsecured; or
- (vi) if the Debtor or a Guarantor is a trustee, whether or not it has a right of indemnity from the trust fund.

**Guaranteed Obligation** means, in respect of the Debtor, each financing arrangement or a similar or related arrangement of the Debtor specified to be a “Guaranteed Obligation” in the relevant Guarantee Certificate.

**Guarantor** means:

- (a) Telstra Corporation Limited (ABN 33 051 775 556); or
- (b) Telstra Limited (ABN 33 051 775 556).

**Indemnified Taxes** means, for a Beneficiary, Taxes imposed by a Relevant Country other than a Tax:

- (a) imposed on, or calculated having regard to, the net income of that Beneficiary;
- (b) imposed as a result of that Beneficiary being a resident of, or organised or doing business in, a Relevant Country; or
- (c) which would not be required to be deducted or withheld by a Guarantor if that Beneficiary provided the Guarantor with any of its name, address, registration number or similar details or any relevant tax exemption or similar details,

but including a Tax:

- (d) calculated solely on or by reference to any payment (without allowance for any deduction) derived by that Beneficiary under this deed poll or any other document referred to in this deed poll; or
- (e) imposed as a result of that Beneficiary being considered a resident of or organised or doing business in a Relevant Country, solely as a result of it being a party to this deed poll or any transaction contemplated by this deed poll.

In this definition, **Relevant Country** means the Commonwealth of Australia.

A person is **Insolvent** if:

- (a) except to reconstruct or amalgamate while solvent, it enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or

any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;

- (b) an application is made for its winding up and the application is not dismissed or withdrawn within 14 days or it resolves or takes steps to wind itself up, or otherwise dissolve itself, except to reconstruct or amalgamate while solvent or an order is made by a court of competent jurisdiction that it be wound up or it is otherwise wound up or dissolved;
- (c) it is or states that it is unable to pay its debts when they fall due;
- (d) execution or other process issued on a judgment, decree or order of a court of competent jurisdiction in favour of a creditor of that person for a monetary amount in excess of AUD50,000,000 or its equivalent is returned wholly or partly unsatisfied;
- (e) an administrator, investigator, bankruptcy trustee, liquidator or provisional liquidator is appointed to it;
- (f) a Controller (as defined in the Corporations Act) is appointed in respect of all, or a substantial part, of its property or assets; or
- (g) anything analogous or with a substantially similar effect to any of the events specified in paragraphs (a) to (f) inclusive above happens in respect of it under the law of any applicable jurisdiction.

**Moody's** means Moody's Investors Service Pty Limited or any successor to its rating business.

**New Financier** has the meaning given to it in clause 16.1 ("Permitted novation or assignment").

**Non-Investment Grade** means (in the case of S&P) BB+ or lower and (in the case of Moody's) Ba1 or lower.

**Outgoing Representative** has the meaning given to it in clause 16.4 ("Replacement of Representative").

**PPSA** means the *Personal Property Securities Act 2009* (Cth).

**Related Entity** has the meaning it has in the Corporations Act.

**Release Trigger Event (TCL Guarantee)** means Telstra Group Limited ceases to own, directly or indirectly, at least 70% of the ordinary share capital of Telstra Corporation Limited (a "**Substantial Sale Event**") and:

- (a) by the date 60 days after the occurrence or public announcement of a Substantial Sale Event, there is no reduction in the Group Credit Rating assigned by any one Rating Agency to a Non-Investment Grade rating either:
  - (i) in anticipation of; or
  - (ii) as a result of,the Substantial Sale Event; and
- (b) at the time of the proposed release, the aggregate amount of moneys borrowed or raised:

- (i) consisting of or evidenced by notes, bonds, debentures or other similar debt instruments which are capable of being listed, quoted, ordinarily dealt in or traded on any recognised stock exchange, over the counter or other securities market; and
- (ii) under any bilateral, club or syndicated cash advance or bill facility from a bank or other financial institution, but not including:
  - (A) swaps, derivatives or future contracts, hedging agreements or options, repurchase agreements or securities lending arrangements;
  - (B) trade credits or the deferred purchase price for goods and services on usual trade terms; or
  - (C) (for the avoidance of doubt) overdraft or other transactional bank facilities in relation to Telstra Corporation Limited's working capital accounts,

of Telstra Corporation Limited outstanding which is guaranteed by Telstra Group Limited does not exceed A\$1,000,000,000.

**Representative** means, in the case of a Beneficiary and a Guaranteed Obligation applicable to that Beneficiary, if the Guarantee Certificate applicable to that Beneficiary and that Guaranteed Obligation, specifies that a "Representative" applies to that Beneficiary in respect of that Guaranteed Obligation, such person specified as "Representative" in that Guarantee Certificate.

A Representative only applies to each Beneficiary and in respect of the Guaranteed Obligations under which that Representative is specified in the relevant Guarantee Certificate.

**S&P** means S&P Global Ratings Australia Pty Ltd (62 007 324 852) or any successor to its rating business.

**Substitute Representative** has the meaning given to it in clause 16.4 ("Replacement of Representative").

**Taxes** means taxes, levies, imposts, charges and duties (including stamp and transaction duties) paid, payable or assessed as being payable by any authority together with any fines, penalties and interest in connection with them.

## 1.2 General interpretation

Headings are for convenience only and do not affect interpretation. Unless the contrary intention appears, in this deed poll:

- (a) labels used for definitions are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a document includes any agreement or other legally enforceable arrangement created by it (whether the document is in the form of an agreement, deed or otherwise);
- (d) a reference to a document (including this deed poll) also includes any variation, replacement or novation of it;

- (e) the meaning of general words is not limited by specific examples introduced by “including”, “for example” or “such as” or similar expressions;
- (f) a reference to “**person**” includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or any other entity or organisation;
- (g) a reference to a particular person includes the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) a reference to a time of day is a reference to Melbourne time;
- (i) a reference to “**law**” includes common law, principles of equity and legislation (including regulations);
- (j) a reference to any legislation includes regulations under it and any consolidations, amendments, re-enactments or replacements of any of them;
- (k) a reference to “**regulations**” includes instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances and proclamations);
- (l) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and each of them individually;
- (m) an agreement, representation or warranty by a Beneficiary binds the Beneficiary individually only;
- (n) a reference to a group of persons is a reference to any 2 or more of them jointly and to each of them individually;
- (o) a reference to any thing (including an amount) is a reference to the whole and each part of it;
- (p) a reference to accounting standards is a reference to accounting standards, principles and practices generally accepted in the relevant place, consistently applied;
- (q) a reference to an accounting term in an accounting context is a reference to that term as it is used in relevant accounting standards;
- (r) a reference to “**property**” or “**asset**” includes any present or future, real or personal, tangible or intangible property, asset or undertaking and any right, interest or benefit under or arising from it;
- (s) a reference to “**know your customer checks**” means any “know your customer” obligations or other identification check or procedures necessary in order to comply with any law; and
- (t) a reference to a “Guaranteed Obligation applicable to a Beneficiary” (or similar expressions) is taken to be a reference to an obligation listed in a Guarantee Certificate issued to that Beneficiary.

If, at any time, a person is a Beneficiary as a result of more than one Guarantee Certificates, such Beneficiary’s rights with respect to the Guaranteed Obligations described in one Guarantee Certificate do not affect the Beneficiary’s rights with respect to the Guaranteed Obligations described in any other Guarantee Certificate.

### **1.3 Guarantors' rights and obligations individual**

If more than one person is named as "Guarantor", each of them is liable for all the obligations under this deed poll both individually and jointly with any one or more other persons named as "Guarantor".

### **1.4 Benefit**

Each Guarantor enters into this deed poll for the benefit severally of each present and future Beneficiary from time to time. Unless a Guaranteed Obligation applicable to a Beneficiary provides otherwise:

- (a) each Beneficiary may severally enforce its rights under this deed poll, without the need to join to such action any other Beneficiary or otherwise obtain consent of any other Beneficiary; and
- (b) nothing done or omitted to be done by any Beneficiary under or in relation to this deed poll will affect the rights of the other Beneficiaries.

### **1.5 Representatives**

Notwithstanding any other provision of this deed poll, if a Guarantee Certificate issued in favour of a Beneficiary and specifying one or more Guaranteed Obligations applicable to that Beneficiary specifies that a Representative applies to that Beneficiary in respect of each such Guaranteed Obligation, then:

- (a) the Guarantors are taken to have issued the Guarantee Certificate to the Beneficiary if it is issued to the applicable Representative;
- (b) any right, power or discretion exercisable by that Beneficiary under this deed poll is exercisable by the applicable Representative (and, if the Representative exercises such right, power or discretion, each Guarantor is entitled to assume that the applicable Representative had the requisite power and authority to exercise it);
- (c) any notice, communication or other document (including, without limitation, any Guarantee Certificate) which a Guarantor is obliged to, or wishes to, deliver to the Beneficiary in connection with this deed poll is taken to have been delivered to, and taken to be received by, the Beneficiary if it is delivered to, and taken to be received by, the applicable Representative;
- (d) any reference to a right held by, or an amount received by, the Beneficiary includes a right held by, or an amount received by, the applicable Representative on behalf of that Beneficiary; and
- (e) any other provision of this deed poll which is expressed to apply to the Beneficiary also applies to the applicable Representative on behalf of that Beneficiary.

Any direction, consent, instruction or other action given under this deed poll by a Representative with respect to a Beneficiary is binding on that Beneficiary as if such direction, consent, instruction or other action had been given by that Beneficiary directly.

---

## **2 Effective Date**

This deed poll will only take effect on and from the Effective Date.

---

## 3 Guarantee

### 3.1 Consideration

Each Guarantor acknowledges that each Beneficiary is acting in reliance on that Guarantor incurring obligations and giving rights under this deed poll.

### 3.2 Guarantee

- (a) Each Guarantor unconditionally and, subject to clause 15, irrevocably guarantees payment to each Beneficiary of its Guaranteed Money.
- (b) Each Guarantor agrees to pay to each Beneficiary its Guaranteed Money within 3 Business Days of receipt of a compliant demand from that Beneficiary (or, if applicable, the Representative of that Beneficiary) as if it were the principal debtor if:
  - (i) the Debtor does not pay that Guaranteed Money by the date 3 Business Days after the due date (including any grace periods that apply to the relevant Guaranteed Obligation) and in accordance with the relevant Guaranteed Obligation applicable to that Beneficiary; or
  - (ii) an Ipso Facto Event is continuing.

An “**Ipso Facto Event**” means the Debtor is the subject of an announcement, application, compromise, arrangement, the appointment of a managing controller, or administration as described in section 415D(1), 434J(1) or 451E(1) of the Corporations Act.

- (c) A demand on a Guarantor:
  - (i) must be in writing;
  - (ii) must be signed by an Authorised Officer of the Beneficiary or the Beneficiary’s Representative (as applicable) and delivered to the relevant Guarantor in accordance with clause 17 (“Notices and other communications”);
  - (iii) must state that it is a demand under this deed poll and the amount demanded, and provide documentary evidence to the reasonable satisfaction of the relevant Guarantor in support of the relevant outstanding amount; and
  - (iv) may be made at any time.

### 3.3 Acknowledgment

Each Guarantor acknowledges that it is responsible for making itself aware of the financial position of the Debtor.

---

## 4 Extent of guarantee

### 4.1 Nature of guarantee

With respect to a Beneficiary, the guarantee in clause 3.2 (“Guarantee”) is a continuing obligation despite any intervening payment, settlement or other thing and extends to all of the Guaranteed Money unless specified otherwise in a Guarantee Certificate applicable to the relevant Guaranteed Obligation.



## **4.2 Limit to Guarantor's liability**

A Guarantee Certificate in respect of a Beneficiary and a Guaranteed Obligation relating to that Beneficiary may specify a limit or cap on the aggregate maximum amount that such Beneficiary can recover from the Guarantors under or in connection with this document in respect of such Guaranteed Obligations (a **"Guarantee Cap"**). In this case the Guaranteed Money in respect of that Guaranteed Obligation (whether in respect of interest, additional amounts, Costs or otherwise) is limited to that Guarantee Cap.

## **4.3 Variations**

Each Guarantor acknowledges that the Guaranteed Obligations may be varied from time to time.

Each Guarantor confirms that, with respect to a Beneficiary, the Guaranteed Money includes any amount payable under any Guaranteed Obligation applicable to that Beneficiary as varied. Each Guarantor confirms that this applies regardless of:

- (a) how the Guaranteed Obligation is varied;
- (b) the reasons for the variation; and
- (c) whether the Guaranteed Money decreases or increases or the Guaranteed Obligation is otherwise more onerous as a result of the variation.

---

## **5 Reinstatement of rights**

Under law relating to Insolvency, a person may claim that a transaction (including a payment) in connection with this deed poll or the Guaranteed Money is void or voidable. If a claim is made and upheld, conceded or compromised, then:

- (a) the relevant Beneficiary is immediately entitled as against each Guarantor to the rights in respect of the Guaranteed Money to which they were entitled immediately before the transaction; and
- (b) on request from the relevant Beneficiary, each Guarantor agrees to do anything (including signing any document) to restore to that Beneficiary any Encumbrance (including this deed poll) held by that Beneficiary from a Guarantor immediately before the transaction.

Each Guarantor's obligations under this clause are continuing obligations, independent of that Guarantor's other obligations under this deed poll and continue after this deed poll ends.

---

## **6 Rights of each Beneficiary are protected**

Each Guarantor agrees that rights given to each Beneficiary under this deed poll, and each Guarantor's liabilities under it, are not affected by any act or omission or any other thing which might otherwise affect them under law or otherwise. For example, those rights and liabilities are not affected by:

- (a) any act or omission:
  - (i) varying, replacing, supplementing, extending or restating in any way and for any reason any agreement or arrangement under which the Guaranteed Money is expressed to be owing (such as

by adding, replacing or changing the purpose of a facility, increasing a commitment or facility limit or extending the term of a facility including in connection with a restructuring or refinancing of the Guaranteed Money);

- (ii) the Debtor being given a concession (such as more time to pay) under a Guaranteed Obligation;
  - (iii) releasing any person who gives a guarantee or indemnity in connection with any of the Debtor's obligations (other than a release in accordance with clause 15 ("Release of Guarantors") or otherwise with the consent of the Beneficiaries);
  - (iv) releasing, losing the benefit of, or not obtaining or perfecting any Encumbrance or negotiable instrument;
  - (v) by which the obligations of any person who guarantees the Debtor's obligations (including under this deed poll) may not be enforceable;
  - (vi) by which any person who was intended to guarantee or provide an Encumbrance securing the Debtor's obligations does not do so, or does not do so effectively;
  - (vii) by which a person who is a co-surety or co-indemnifier for payment of the Guaranteed Money is discharged under an agreement or by operation of law; or
  - (viii) by which any Encumbrance which could be registered is not registered;
- (b) a person dealing in any way with an Encumbrance, guarantee, indemnity, judgment or negotiable instrument;
  - (c) the death, mental or physical disability or Insolvency of any person including a Guarantor or the Debtor;
  - (d) changes in the membership, name or business of any person;
  - (e) the Debtor opening an account with them;
  - (f) acquiescence or delay by a Beneficiary, a Representative or any other person; or
  - (g) any assignment or novation of rights in connection with the Guaranteed Money.

---

## **7 No merger**

This deed poll does not merge with or adversely affect, and is not adversely affected by, any of the following with respect to a Beneficiary:

- (a) any other guarantee, indemnity, or Encumbrance, or other right, power or remedy to which that Beneficiary is entitled; or
- (b) a judgment which that Beneficiary obtains against a Guarantor, the Debtor or any other person in connection with the Guaranteed Money.

Each Beneficiary may still exercise its rights under this deed poll as well as under the judgment, guarantee, indemnity, Encumbrance or right, power or remedy.

---

## **8 Guarantor's rights**

### **8.1 Guarantor's rights are suspended**

As long as there is any Guaranteed Money (or any other amounts secured by any Encumbrance that secures amounts including the Guaranteed Money) with respect to a Beneficiary, no Guarantor may, without that Beneficiary's consent:

- (a) reduce its liability with respect to that Beneficiary under this deed poll by claiming that it or the Debtor or any other person has a right of set-off or counterclaim against that Beneficiary;
- (b) claim, or exercise any right to claim, to be entitled (whether by way of subrogation or otherwise) to the benefit of another guarantee, indemnity (or another assurance against loss similar to a guarantee or indemnity) or Encumbrance in connection with the Guaranteed Obligations including the Guaranteed Money or any other amount payable under this deed poll to that Beneficiary (for example, a Guarantor may not try to enforce or require the enforcement of any Encumbrance that the Beneficiary has taken that secures amounts including the Guaranteed Money); or
- (c) claim an amount in the Insolvency of the Debtor or of another guarantor of the Guaranteed Money (including a person who has signed this deed poll as a "Guarantor").

### **8.2 Guarantor's right of proof limited**

Each Guarantor agrees not to exercise a right of proof after an event occurs relating to the Insolvency of the Debtor or another guarantor of the Guaranteed Money (including a person who has signed this deed poll as a "Guarantor") independently of a Beneficiary appointed by that Guarantor as its attorney in connection with the exercise of rights (including rights of proof) after such Insolvency.

### **8.3 No set-off against assignees**

If a Beneficiary assigns or otherwise deals with its rights under the Guaranteed Obligations applicable to it, no Guarantor may claim against any assignee (or any other person who has an interest in this deed poll) any right of set-off, counterclaim or other right a Guarantor has against that Beneficiary.

---

## **9 Beneficiaries**

### **9.1 Becoming a Beneficiary**

Each Guarantor agrees that, on delivery of a Guarantee Certificate executed by each Guarantor, the person to whom the Guarantee Certificate is addressed will become a Beneficiary, will have all the rights of a Beneficiary under this deed poll and will be taken to have agreed to all of the terms of this deed poll.

### **9.2 Ceasing to be a Beneficiary**

- (a) Without limiting clause 15, a Beneficiary automatically and without further action ceases to be a "Beneficiary" for the purposes of this deed poll with respect to a Guaranteed Obligation of the Debtor applicable to that Beneficiary if:
  - (i) both:

- (A) there is no Guaranteed Money with respect to that Guaranteed Obligation of the Debtor applicable to that Beneficiary; and
- (B) that Beneficiary has no commitment to make financial accommodation to the Debtor available under the applicable Guaranteed Obligation; or
- (ii) where a Guarantee Certificate specifies a Guarantee Cap applicable to the relevant Guaranteed Obligations of the Debtor applicable to that Beneficiary, if the aggregate of the amounts paid by or on behalf of the Guarantors to the relevant Beneficiary in respect of the relevant Guaranteed Obligations of the Debtor applicable to that Beneficiary is (in aggregate) equal to or exceeds that Guarantee Cap,

in each case whether because or by reason of (or any combination of) repayment, redemption, purchase, repurchase, cancellation, expiry, prescription, termination, close-out, exchange, transfer, novation, substitution or otherwise (including, without limitation, in each case for, to or with a Guarantor in the capacity as a debtor (however described) or obligations of a Guarantor in the capacity as a debtor (however described)).

- (b) Without limiting clause 9.2(a), if a Beneficiary to which a Guarantee Certificate was issued ceases to be a “Beneficiary” for the purposes of this deed poll with respect to Guaranteed Obligations, that Guarantee Certificate is automatically and without any further action taken to be cancelled and to no longer remain outstanding with respect to that Beneficiary and those Guaranteed Obligations only (but this does not affect the effectiveness of any other Guarantee Certificate).

### 9.3 Subsequent Beneficiaries

Each Guarantor agrees that any person may become a Beneficiary:

- (a) by assignment, transfer or novation; or
  - (b) in the case of a Representative only, by being replaced,
- as set forth in clause 16 (“Dealing with Beneficiary interests”).

### 9.4 Replacement of Guarantee Certificates

If, at any time:

- (a) the Guarantors issue a Guarantee Certificate to a person with respect to a Guaranteed Obligation (“**Initial Guarantee Certificate**”);
- (b) the Guarantors subsequently issue a further Guarantee Certificate to the same person with respect to the same Guaranteed Obligation (“**Replacement Guarantee Certificate**”); and
- (c) the Beneficiary confirms that the form of Replacement Guarantee Certificate is acceptable to it,

then, for all purposes under this deed poll, the Initial Guarantee Certificate is taken to have been cancelled to the extent to which it relates to the relevant Beneficiary and the relevant Guaranteed Obligation only.

---

## **10 Payments**

### **10.1 Manner of payment**

Each Guarantor agrees to make payments (including by way of reimbursement) under this deed poll:

- (a) in full without set-off or counterclaim, and without any deduction or withholding in respect of Taxes unless prohibited by law; and
- (b) if the payment relates to the Guaranteed Money, in the currency in which the payment is due, and otherwise in Australian dollars in immediately available funds.

### **10.2 Currency indemnity**

Each Guarantor waives any right it has in any jurisdiction to pay an amount other than in the currency in which it is due. However, if a Beneficiary receives an amount in a currency other than that in which it is due:

- (a) that Beneficiary may convert the amount received into the due currency (even though it may be necessary to convert through a third currency to do so) on the day and at such rates (including spot rate, same day value rate or value tomorrow rate) as it reasonably considers appropriate. It may deduct its usual Costs in connection with the conversion; and
- (b) a Guarantor satisfies its obligation to pay in the due currency only to the extent of the amount of the due currency obtained from the conversion after deducting the Costs of the conversion.

If a judgment, order or proof of debt for an amount in connection with this deed poll is expressed in a currency other than that in which it is due, then each Guarantor indemnifies the Beneficiary to whom that amount is due against, and agrees to reimburse and compensate that Beneficiary for, any difference arising from converting the other currency if the rate of exchange used by that Beneficiary under this clause is less favourable to that Beneficiary than the rate of exchange used for the purpose of the judgment, order or acceptance of proof of debt.

Each Guarantor agrees to pay amounts due under this indemnity on demand from the relevant Beneficiary.

---

## **11 Withholding tax**

- (a) Subject to clauses 11(b) and 11(c), if a Guarantor is required by law to deduct or withhold an amount in respect of Taxes from a payment by that Guarantor to a Beneficiary under this deed poll, then:
  - (i) that Guarantor agrees to deduct or withhold the amount (and any further amounts it is required to deduct or withhold from any additional amount due under clause 11(a)(ii)) and pay that amount to the relevant authority in accordance with applicable law; and
  - (ii) if the amount deducted or withheld is in respect of Indemnified Taxes, the Guarantor agrees to pay an additional amount so that, after making the deduction or withholding and further deductions or withholdings applicable to additional amounts payable under this clause, that Beneficiary receives (at the time

the payment is due) the amount it would have received if no deductions or withholdings had been required.

- (b) If:
- (i) a Guaranteed Obligation with respect to a Beneficiary does not require the Debtor under that Guaranteed Obligation to increase any amount payable by it following an amount being deducted in respect of a particular Indemnified Tax ("**Exempt Tax**"); and
  - (ii) a Guarantor is required to, and does, deduct from any payment of Guaranteed Money made by it to that Beneficiary with respect to that Guaranteed Obligation an amount as a result of that Exempt Tax and pays such amount to the relevant authority in accordance with applicable law,

the amount payable by a Guarantor to that Beneficiary is not required to be increased.

- (c) Each Guarantor that is not a party to a Guaranteed Obligation with respect to a Beneficiary hereby acknowledges the provisions of that Guaranteed Obligation and agrees to be bound by such provisions with the same force and effect, and to the same extent, as if such Guarantor were a party to that Guaranteed Obligation for the purposes of this clause 11.

---

## 12 Representations and warranties

### 12.1 Representations and warranties

Each Guarantor represents and warrants on the date of this deed poll (except in relation to matters disclosed to a Beneficiary) that:

- (a) **(incorporation and existence)** it has been incorporated in accordance with the laws of its place of incorporation, is validly existing under those laws and has power and authority to carry on its business as it is now being conducted;
- (b) **(power)** it has power to enter into this deed poll and observe its obligations under it;
- (c) **(no contravention or exceeding power)** this deed poll and the transactions under it which involve it do not contravene its constituent documents (if any) or any law or obligation by which it is bound or to which any of its assets are subject, or cause a limitation on its powers or the powers of its directors to be exceeded;
- (d) **(authorisations)** it has in full force and effect the authorisations necessary for it to enter into this deed poll, to observe its obligations under it and to allow it to be enforced;
- (e) **(validity of obligations)** its obligations under this deed poll are valid and binding and are enforceable against it in accordance with their terms (subject to laws relating to bankruptcy, insolvency, liquidation, receivership, administration, reorganisation and reconstruction, fraudulent transfer, moratoria, certain equitable remedies and defences generally affecting creditors' rights);
- (f) **(solvency)** there are no reasonable grounds to suspect that it is unable to pay its debts as and when they become due and payable; and

- (g) **(no immunity)** neither it nor its assets has immunity from the jurisdiction of a court or from legal process.

---

## **13 Costs and indemnities**

### **13.1 Costs**

Each Guarantor agrees, within 3 Business Days of demand, to pay or reimburse:

- (a) **(enforcement costs)** each Beneficiary's reasonable Costs of enforcing or preserving rights, powers or remedies under this deed poll; and
- (b) **(taxes)** all stamp duty, registration fees and similar taxes or fees payable or assessed as being payable in connection with this deed poll or transaction contemplated by this deed poll (including any fees, fines, penalties and interest in connection with any of those amounts). However, the Guarantor need not pay or reimburse any fees, fines, penalties or interest to the extent they have been imposed because of the Beneficiary's delay.

### **13.2 Indemnity**

Each Guarantor agrees, within 3 Business Days of demand, to indemnify each Beneficiary against, and to reimburse and compensate each Beneficiary for, any liability or loss arising from, and any Costs incurred in connection with the payment, omission to make payment or delay in making payment of an amount referred to in clause 13.1 ("Costs").

### **13.3 Payment for Guarantor's obligations**

Each Guarantor agrees to pay for anything that it agrees to do under this deed poll.

---

## **14 Application of payments**

### **14.1 Application of money**

Each Beneficiary may apply money paid by the Debtor or the Debtor's estate, or a Guarantor or otherwise towards paying the Guaranteed Money and other money payable to that Beneficiary under this deed poll in the manner it sees fit.

### **14.2 Order of payment**

A Beneficiary may use money received under this deed poll towards paying any part of the Guaranteed Money that is due for payment as the Beneficiary chooses. This applies even if that part only falls due after that Beneficiary gives a notice of demand.

### **14.3 Suspense account**

A Beneficiary may deposit in an interest bearing account any payment it receives from a Guarantor (and any net interest on that payment after tax) for as long as it thinks prudent and need not apply the payment or net interest towards satisfying the Guaranteed Money or other money payable under this deed poll to it.

#### **14.4 Remaining money**

Each Beneficiary agrees to pay any money remaining after the Guaranteed Money is paid either to a Guarantor (which that Beneficiary may do by paying it into an account in that Guarantor's name) or to another person nominated by that Guarantor. In doing so, it does not incur any liability to any Guarantor. The relevant Beneficiary does not pay any Guarantor interest on any money remaining after the Guaranteed Money owing to that Beneficiary is paid.

#### **14.5 Credit from date of receipt**

Each Guarantor is only credited with money paid to a Beneficiary from the date the relevant Beneficiary actually receives it.

---

### **15 Release of Guarantors and termination**

#### **15.1 Assignment**

No Guarantor may assign any of its rights or transfer any of its rights or obligations under this deed poll, or allow any interest in them to arise or be varied.

#### **15.2 Termination of guarantee and release – both Guarantors**

Each Guarantor will be automatically released as a Guarantor (and have no further rights or obligations in that capacity under this deed poll (including any accrued obligations and liabilities)) and this deed poll will automatically terminate, in each case without having to obtain the consent of any Beneficiary or execute or provide any document:

(a) if both:

- (i) there is no Guaranteed Money with respect to any Guaranteed Obligation or any Beneficiary; and
- (ii) no Beneficiary has any commitment to make financial accommodation available under any Guaranteed Obligation,

in each case whether because or by reason of (or any combination of) repayment, redemption, purchase, repurchase, cancellation, expiry, prescription, termination, close-out, exchange, transfer, novation, substitution or otherwise (including, without limitation, in each case for, to or with a Guarantor in the capacity as a debtor (however described) or obligations of a Guarantor in the capacity as a debtor (however described)); or

- (b) on the date which falls 6 months after the latest maturity date (howsoever described) of any Guaranteed Obligation, provided at such time there is no Guaranteed Money with respect to any Guaranteed Obligation or any Beneficiary,

(each, a “**Termination Date**”).

Subject to the above conditions, each Guarantor will be released, this deed poll will terminate and the guarantee under this deed poll will be deemed to be fully and finally discharged (including all accrued rights and liabilities), in each case automatically and without further action on the Termination Date without the need for any other document to be executed or provided by any party.



### 15.3 Termination of guarantee and release – Telstra Corporation Limited Guarantee

Without limiting clause 15.2, if:

- (a) a Release Trigger Event (TCL Guarantee) has occurred; and
- (b) the Guarantors have provided each Beneficiary with not less than 60 days' prior written notice of the Release Trigger Event (TCL Guarantee) and the proposed termination and release,

Telstra Corporation Limited will be automatically released as a Guarantor (and have no further rights or obligations in that capacity under this deed poll (including any accrued obligations and liabilities)) and the guarantee and indemnity given by Telstra Corporation Limited in respect of the Debtor and the Guaranteed Obligations under this deed poll will be deemed to be fully and finally discharged (including any accrued obligations and liabilities) automatically, in each case without having to obtain the consent of any Beneficiary or (subject to the notice above) execute or provide any document.

For the avoidance of doubt, nothing in this clause 15.3 discharges or releases any guarantee and indemnity given by Telstra Limited in respect of the Debtor or the Guaranteed Obligations under this deed poll.

---

## 16 Dealing with Beneficiary interests

### 16.1 Permitted novation or assignment

On the date a Beneficiary ("**Existing Financier**") transfers by novation its rights and obligations under a Guaranteed Obligation applicable to that Existing Financier to another entity ("**New Financier**") or assigns or otherwise transfers its rights under a Guaranteed Obligation to a New Financier, in each case in accordance with the terms of the Guaranteed Obligation:

- (a) to the extent of the transfer:
  - (i) each Guarantor and the Existing Financier are each automatically and without further action released from further obligations towards one another under this deed poll and their respective rights against one another shall be cancelled; and
  - (ii) the New Financier automatically and without further action becomes a Beneficiary for the purposes of this deed poll; and
- (b) to the extent of the assignment or transfer, the New Financier automatically and without further action becomes a Beneficiary for the purposes of this deed poll.

### 16.2 Other assignments and novations

Except as set out in clause 16.1 ("Permitted novation or assignment"), the rights and benefits of a Beneficiary (other than a Representative) under this deed poll are not capable of assignment without the prior written consent of the Guarantors.

### 16.3 Sharing by Beneficiaries

Each Guarantor acknowledges and agrees to be bound by any term in a Guaranteed Obligation applicable to a Beneficiary where such Guaranteed

Obligation requires that Beneficiary to share a payment made to it with any other Beneficiary applicable to that Guaranteed Obligation.

#### **16.4 Replacement of Representative**

If a Representative is replaced ("**Outgoing Representative**") with another person ("**Substitute Representative**") in accordance with the terms of the Guaranteed Obligations applicable to that Representative, the Substitute Representative is taken automatically and without further action to have replaced the Outgoing Representative for the purposes of this deed poll without the need for any Guarantor to take any action.

#### **16.5 Other assignments and novations by Representative**

Except as set out in clause 16.4 ("Replacement of Representative"), the rights and benefits of a Representative under this deed poll are not capable of assignment without the prior written consent of the Guarantors.

---

### **17 Notices and other communications**

#### **17.1 Notices and other communications**

Notices and other communications in connection with this deed poll may be given either:

- (a) using any permitted method of providing notices and other communications under the relevant Guaranteed Obligation; or
- (b) in accordance with the remaining provisions of this clause 17.

#### **17.2 Form - all communications**

Unless this deed poll expressly states otherwise and without limiting clause 17.1, all notices, certificates, consents, approvals, waivers and other communications in connection with this deed poll must be in writing, signed by the sender (if an individual) or an Authorised Officer of the sender.

All communications (other than email communications) must also be marked for the attention of the person referred to in the Details (or, if the recipient has notified otherwise, then marked for attention in the way last notified).

Email communications must state the first and last name of the sender and are taken to be signed by the named sender.

#### **17.3 Delivery**

Communications given under clause 17.2 must be:

- (a) left at the address referred to in the Details;
- (b) sent by prepaid ordinary post (airmail, if appropriate) to the address referred to in the Details; or
- (c) sent by email to the address set out or referred to in the Details.

If the intended recipient has notified changed contact details, then communications must be sent to the changed contact details.

#### **17.4 When effective**

Communications given under clause 17.2 take effect from the time they are received or taken to be received under clause 17.5 ("When taken to be received") (whichever happens first) unless a later time is specified in the communication.

#### **17.5 When taken to be received**

Communications given under clause 17.2 are taken to be received:

- (a) if sent by post, 6 Business Days after posting (or 10 days after posting if sent from one country to another); or
- (b) if sent by email:
  - (i) when the sender receives an automated message confirming delivery; or
  - (ii) 4 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first.

#### **17.6 Receipt outside business hours**

Despite anything else in this clause 17 (but without limiting clause 17.1), if communications given under clause 17.2 are received or taken to be received under clause 17.5 ("When taken to be received") after 5.00 pm on a Business Day or on a non-Business Day, they are taken to be received at 9.00 am on the next Business Day. For the purposes of this clause, the place in the definition of Business Day is taken to be the place referred to in the Details as the address of the recipient and the time of receipt is the time in that place.

---

### **18 General**

#### **18.1 Prompt performance**

If this deed poll specifies when a party agrees to perform an obligation, the party agrees to perform it by the time specified. Each Guarantor agrees to perform all of its other obligations promptly. Time is of the essence in this deed poll in respect of an obligation of a Guarantor to pay money.

#### **18.2 Set-off**

No party may set off any amount owing by the other party against any amount due for payment under this deed poll.

#### **18.3 Discretion in exercising rights**

Each Beneficiary may exercise a right, power or remedy or give or refuse its consent, approval or a waiver in connection with this deed poll in its absolute discretion (including by imposing conditions), unless this deed poll expressly states otherwise.

#### **18.4 Partial exercising of rights**

If a Beneficiary does not exercise a right, power or remedy in connection with this deed poll fully or at a given time, that Beneficiary may still exercise it later.

### **18.5 Conditions of consents, approvals or waivers**

Each Guarantor agrees to comply with all conditions in any consent, approval or waiver given in connection with this deed poll.

### **18.6 No liability for loss**

A Beneficiary is not liable for any loss, liability or Costs caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right, power or remedy in connection with a Guaranteed Obligation.

### **18.7 Conflict of interest**

A Beneficiary may exercise its rights, powers and remedies in connection with this deed poll even if this involves a conflict of interest or that Beneficiary has a personal interest in their exercise.

### **18.8 Remedies cumulative**

A Beneficiary's rights, powers and remedies in connection with this deed poll are in addition to other rights, powers and remedies given in any other document or by law independently of this deed poll.

### **18.9 Indemnities and reimbursement obligations**

Any indemnity, reimbursement, payment or similar obligation in this deed poll given by a Guarantor:

- (a) is a continuing obligation despite the satisfaction of any payment or other obligation in connection with this deed poll, any settlement or any other thing; and
- (b) is independent of each Guarantor's other obligations under this deed poll or any other deed poll.

It is not necessary for a Beneficiary to incur expense or make payment before enforcing a right of indemnity in connection with this deed poll.

### **18.10 Supervening law**

Any present or future law which operates to vary a Guarantor's obligations in connection with this deed poll with the result that a Beneficiary's rights, powers or remedies are adversely affected (including by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

### **18.11 Variation and waiver**

- (a) Unless this deed poll or the relevant Guaranteed Obligation expressly states otherwise, a provision of this deed poll, or right created under it, may not be waived with respect to a Guaranteed Obligation and a Beneficiary except in writing signed by:
  - (i) if there is no Representative applicable to a Beneficiary, that Beneficiary; and
  - (ii) if there is a Representative applicable to a Beneficiary, that Beneficiary or the Representative (acting on the instructions of that Beneficiary or otherwise pursuant to its authority under the applicable Guaranteed Obligations),

granting the waiver.

- (b) Unless this deed poll or the relevant Guaranteed Obligation expressly states otherwise, a provision of this deed poll may not be varied with respect to a Guaranteed Obligation and a Beneficiary except in writing signed by:
  - (i) each Guarantor;
  - (ii) if there is no Representative applicable to a Beneficiary, that Beneficiary; and
  - (iii) if there is a Representative applicable to a Beneficiary, that Beneficiary or the Representative (acting on the instructions of that Beneficiary or otherwise pursuant to its authority under the applicable Guaranteed Obligations),

although nothing in this clause prevents:

- (iv) a Guarantor being released from this deed poll in accordance with clause 15 ("Release of Guarantors");
- (v) a Guarantor extending the benefit of this deed poll to any person in accordance with clause 9.1 ("Becoming a Beneficiary");
- (vi) a Beneficiary ceasing to be a Beneficiary in accordance with clause 9.2 ("Ceasing to be a Beneficiary"); or
- (vii) this Guarantee terminating or being terminated in accordance with clause 15.2 ("Termination of guarantee").

## **18.12 Confidentiality**

No Beneficiary may disclose information provided by the Debtor or a Guarantor that is not publicly available (including details of this deed poll to the extent they are not made publicly available by the Guarantors) except:

- (a) including to any person to (or through) whom that party assigns or transfers (or may potentially assign or transfer) all or any of its rights and obligations under this deed poll;
- (b) to any person with (or through) whom that Beneficiary enters into (or may potentially enter into) any sub-participation in relation to, or any other transaction under which payments may be made by reference to, this deed poll or any Guarantor;
- (c) to any person in connection with an exercise of rights or a dealing with rights or obligations under this deed poll;
- (d) to officers, employees, agents, contractors, legal and other advisers and auditors of any party to this deed poll;
- (e) to any party to this deed poll or any Related Entity of any of them, provided the recipient agrees to act consistently with this clause 18.12;
- (f) if applicable, to that Beneficiary's Representative with respect to the relevant Guaranteed Obligations;
- (g) with the consent of the party who provided the information (such consent not to be unreasonably withheld); or

- (h) any disclosure the disclosing party reasonably believes is required by any law, stock exchange or rating agency (except this paragraph does not permit a Beneficiary to disclose any information under section 275(4) of the PPSA unless section 275(7) of the PPSA applies),

if, in relation to clauses 18.12(a), 18.12(b) and 18.12(d), the person to whom the information is to be given has been made aware of the terms of this clause 18; provided that, notwithstanding the foregoing, each Beneficiary may also disclose any such information as and to the extent it is permitted under the Guaranteed Obligations applicable to that Beneficiary.

Each party consents to disclosures made in accordance with this clause 18.12.

### **18.13 Further steps**

Each Guarantor agrees to do anything a Beneficiary reasonably asks (such as obtaining consents, signing and producing documents and getting documents completed and signed) to:

- (a) bind that Guarantor and any other person intended to be bound under this deed poll; or
- (b) show whether the Guarantor is complying with this deed poll.

### **18.14 Each signatory bound**

This deed poll binds each person who signs as Guarantor even if another person who was intended to sign does not sign it or is not bound by it.

### **18.15 Banking Code of Practice**

The parties agree that the Banking Code of Practice does not apply to this deed poll and the transactions in connection with them.

### **18.16 Counterparts**

This deed poll may consist of a number of copies, each signed by one or more parties to this deed poll. If so, the signed copies are treated as making up the one document.

---

## **19 Governing law and jurisdiction**

### **19.1 Governing law and jurisdiction**

The law in force in Victoria governs this deed poll.

The parties submit to the non-exclusive jurisdiction of the courts of that place.

### **19.2 Serving documents**

Without preventing any other method of service, any document in an action in connection with this deed poll may be served on a party by being delivered to or left at that party's address for service of notices under clause 17.3 ("Delivery").

**EXECUTED** as a deed poll

# Schedule 1 Form of Guarantee Certificate

**To:** Each Beneficiary (as defined below)

**Dated:** *[insert date]*

## **Telstra Guarantee Deed Poll (Debt – Telstra Group Limited) - Guarantee Certificate**

Telstra Corporation Limited and Telstra Limited (the “**Guarantors**”) are a party to a guarantee deed poll entitled ‘Telstra Guarantee Deed Poll (Debt – Telstra Group Limited)’ dated [●] between the Guarantors (in either case, other than any party who has been released as a Guarantor) and Telstra Group Limited (the “**Debtor**”) (“**Guarantee Deed Poll**”).

This is a Guarantee Certificate for the purposes of the Guarantee Deed Poll.

### **1 Interpretation**

Unless otherwise defined in this Guarantee Certificate, a term defined in the Guarantee Deed Poll has the same meaning when used in this Guarantee Certificate.

### **2 Benefit of Guarantee Deed Poll**

Each Guarantor confirms that with effect on and from the date of this Guarantee Certificate:

- (a) the benefit of the Guarantee Deed Poll will be extended to [the/each] Beneficiary; and
- (b) each reference in the Guarantee Deed Poll to “Beneficiary” includes a reference to [the/each] Beneficiary.

### **3 Representative**

[For the purposes of [each/the] Beneficiary and the Guarantee Deed Poll (to the extent applicable to the Guaranteed Obligations specified in this Guarantee Certificate), the Representative is *[insert]*.]/[For the purposes each Beneficiary and the Guarantee Deed Poll (to the extent applicable to the Guaranteed Obligations specified in this Guarantee Certificate), there is no Representative. *[Insert appropriate sentence.]*

### **4 Beneficiaries and Guaranteed Obligations**

[The/Each of the] following [party/parties] and arrangement[s] is a “Beneficiary” and a “Guaranteed Obligation”, respectively for the purposes of the Guarantee Deed Poll:

*[\*Insert description of relevant parties / transaction – see below illustrative, non-exhaustive examples of common transaction types. Telstra will need to prepare a specific description for each Guaranteed Obligation the subject of the Guarantee Certificate, including description of the underlying financing*

arrangement / document, type of transaction, beneficiary/ies, other parties, any Representative, etc.]

[\*The below example formulations / descriptions are provided for illustrative purposes only:]

For bank debt transactions:

<b>Beneficiary</b>	<b>Guaranteed Obligation</b>
Each “Financier” as at the date of this Guarantee Certificate	The [describe bank debt document] dated [●] between, among others, [Telstra Group Limited], [●] [and [●]] (as Facility Agent and, for the purposes of this deed poll, the “Representative” in respect of this Guarantee Certificate)] and [inserted description of lenders] named therein.

For bond issuances:

<b>Beneficiary</b>	<b>Guaranteed Obligation</b>
Each [“Noteholder”, “Couponholder”, holders of “Receipts” and Accountholder]/[insert relevant description of holder]] that has acquired Direct Rights against Telstra Group Limited from time to time	The [●]% [●]m [Notes] due [●] issued by [Telstra Group Limited] under the [insert description of relevant issuance document]] dated [●].

For commercial paper issuances:

<b>Beneficiary</b>	<b>Guaranteed Obligation</b>
Each [“Purchaser”] from time to time	Privately placed commercial paper program notes which are on issue by [Telstra Group Limited] [[*if relevant, insert a date range / issuance period to be covered, e.g. ‘between 1 January and 31 December [●]’] under the [AUD/USD] commercial paper program dated [●].

For electronic promissory note issuances:

<b>Beneficiary</b>	<b>Guaranteed Obligation</b>
Each [“Purchaser”] from time to time	Privately placed commercial paper program issued in the form of electronic promissory notes which are on issue by [Telstra Group Limited] [[*if relevant, insert a date range / issuance period to be covered, e.g. ‘between 1 January and 31 December [●]’] under the [AUD] commercial paper program issued in the Austraclear System dated [●].



For ISDAs:

<b>Beneficiary</b>	<b>Guaranteed Obligation</b>
<i>[name of relevant ISDA counterparty]</i>	<i>[Each ["confirmation" or "transaction" [if specific swaps only are covered]] / [The following confirmations and transactions: [●]] [if all swaps under an ISDA are covered]] / [[[if relevant, insert a date range / trade period to be covered, e.g. 'between 1 January and 31 December [●]']]] under the master agreement and schedule published by the International Swaps and Derivatives Association, Inc. between Telstra Group Limited and the Beneficiary dated [●].</i>

For other types of transactions:

<b>Beneficiary</b>	<b>Guaranteed Obligation</b>
<i>[relevant description to be included by Telstra based on the nature of the financing arrangement]</i>	<i>[relevant description to be included by Telstra based on the nature of the financing arrangement]</i>

]

#### **[5] Limit on Guaranteed Money**

The Guaranteed Money in connection with the Guaranteed Obligation[s] specified in part 4 above is subject to an aggregate cap of \$[●]. ***[Insert guarantee cap where appropriate]***

#### **6 Address for notices under clause [17] ("Notices and other communications") of the Guarantee Deed Poll**

The notice details are [as specified under the relevant Guaranteed Obligation / as follows: ***[insert]***].

#### **7 Governing law**

This Guarantee Certificate is governed by the law in force in Victoria, Australia.

**EXECUTED** as a deed poll

Executed by each Guarantor

***[Insert execution clauses for Telstra Corporation Limited and Telstra Limited]***

# Australian Taxation Summary

In addition to the matters set out in this section in relation to Australian tax matters, prospective investors are advised to seek their own professional advice in relation to the matters set out in this Offering Circular under the headings “General Information – Foreign Account Tax Compliance Act”, “General Information – FATCA withholding and the ICSDs”, “General Information – Common Reporting Standard” and “General Information – The proposed EU financial transactions tax (“FTT”)” on pages 181 to 182 inclusive of this Offering Circular.

## 1 INTRODUCTION

The following is a summary of the Australian withholding tax treatment under the Income Tax Assessment Acts of 1936 and 1997 of Australia (together, “**Australian Tax Act**”), the Taxation Administration Act 1953 of Australia and any relevant regulations, rulings or judicial or administrative pronouncements, at the date of this Offering Circular, of payments of interest (as defined in the Australian Tax Act) on the Notes to be issued by the Issuer under the Program and certain other Australian tax matters.

This summary applies to Noteholders that are:

- residents of Australia for tax purposes that do not hold their Notes in the course of carrying on a business at or through a permanent establishment outside of Australia, and non-residents of Australia for tax purposes that hold their Notes in the course of carrying on a business at or through a permanent establishment in Australia (“**Australian Holders**”); and
- non-residents of Australia for tax purposes that do not acquire their Notes in the course of carrying on a business at or through a permanent establishment in Australia, and Australian tax residents that acquire their Notes in the course of carrying on a business at or through a permanent establishment outside of Australia (“**Non-Australian Holders**”).

The summary is not exhaustive and, in particular, does not deal with the position of certain classes of Noteholders (including, without limitation, dealers in securities, custodians or other third parties who hold Notes on behalf of any person). In addition, unless expressly stated, the summary does not consider the Australian tax consequences for persons who hold interests in the Notes through Austraclear, Euroclear, Clearstream, Luxembourg, the CMU or another clearing system.

Noteholders should also be aware that particular terms of issue of any Series of Notes may affect the tax treatment of that Series of Notes. Information regarding taxes in respect of Notes may also be set out in the relevant Pricing Supplement (or another relevant supplement to this Offering Circular).

This summary is not intended to be, nor should it be construed as legal or tax advice to any particular holder of Notes. Each Noteholder should seek professional tax advice in relation to their particular circumstances.

## 2. AUSTRALIAN INTEREST WITHHOLDING TAX

The Australian Tax Act characterises securities as either “debt interests” (for all entities) or “equity interests” (for companies) including for the purposes of interest withholding tax (“**IWT**”) and dividend withholding tax. For Australian IWT purposes, “interest” is defined to include amounts in the nature of, or in substitution for, interest and certain other amounts.

### *Australian Holders*

Payments of interest in respect of the Notes to Australian Holders will not be subject to Australian IWT.

### *Non-Australian Holders*

IWT is payable at a rate of 10 per cent of the gross amount of interest paid by the Issuer to a Non-Australian Holder unless an exemption is available.

#### *(a) Section 128F exemption from IWT*

An exemption from IWT is available in respect of interest paid on the Notes if the requirements of section 128F of the Australian Tax Act are satisfied.

Unless otherwise specified in the relevant Pricing Supplement (or another relevant supplement to this Offering Circular), the Issuer intends to issue the Notes in a manner which will satisfy the requirements of section 128F of the Australian Tax Act.

In broad terms, the requirements are as follows:

- (i) the Issuer is a resident of Australia and a company (as defined in section 128F(9) of the Australian Tax Act) when it issues the Notes and when interest is paid;
- (ii) the Notes are issued in a manner which satisfies the “public offer” test in section 128F of the Australian Tax Act.

In relation to the Notes, there are five principal methods of satisfying the public offer test, the purpose of which is to ensure that lenders in capital markets are aware that the Issuer is offering the Notes for issue. In summary, the five methods are:

- offers to 10 or more unrelated persons carrying on a business of providing finance, or investing or dealing in securities, in the course of operating in financial markets;
- offers to 100 or more investors of a certain type;
- offers of listed Notes;
- offers via publicly available information sources; or
- offers to a dealer, manager or underwriter who offers to sell the Notes within 30 days by one of the preceding methods.

The issue of Notes as “global bonds”, as defined in the Australian Tax Act, should also satisfy the public offer test;

- (iii) the Issuer does not know, or have reasonable grounds to suspect, at the time of issue, that the Notes (or interests in those Notes) were being, or would later be, acquired, directly or indirectly, by an “associate” of the Issuer, except as permitted by section 128F(5) of the Australian Tax Act (see below); and
- (iv) at the time of the payment of interest, the Issuer does not know, or have reasonable grounds to suspect, that the payee is an “associate” of the Issuer, except as permitted by section 128F(6) of the Australian Tax Act (see below).

An “associate” of the Issuer for the purposes of section 128F of the Australian Tax Act includes, where the Issuer is not a trustee:

- a person or entity which holds more than 50 per cent of the voting shares of, or otherwise controls, the Issuer;
- an entity in which more than 50 per cent of the voting shares are held by, or which is otherwise controlled by, the Issuer;
- a trustee of a trust where the Issuer is capable of benefiting (whether directly or indirectly) under that trust; and
- a person or entity who is an “associate” of another person or company which is an “associate” of the Issuer under the first bullet point above.

However, for the purposes of sections 128F(5) and (6) of the Australian Tax Act (see paragraphs (iii) and (iv) above) the following are permitted associates:

- (i) an Australian Holder; or
- (ii) a Non-Australian Holder that is acting in the capacity of:
  - (A) in the case of section 128F(5) only, a dealer, manager or underwriter in relation to the placement of the relevant Notes, or a clearing house, custodian, funds manager or responsible entity of a registered managed investment scheme (for the purposes of the Corporations Act); or
  - (B) in the case of section 128F(6), a clearing house, paying agent, custodian, funds manager or responsible entity of a registered managed investment scheme (for the purposes of the Corporations Act).

*(b) Exemptions under certain double tax conventions*

The Australian government has signed double tax conventions ("**Specified Tax Treaties**") with a number of countries (each a "**Specified Country**") that contain certain exemptions from Australian IWT. The Specified Tax Treaties generally apply to interest derived by a resident of a Specified Country.

Broadly, the Specified Tax Treaties effectively prevent IWT applying to interest derived by:

- the governments of the Specified Countries and certain governmental authorities and agencies in a Specified Country; and
- a "financial institution" resident in a Specified Country which is unrelated to and dealing wholly independently with the Issuer. The term "financial institution" refers to either a bank or any other enterprise which substantially derives its profits by carrying on a business of raising and providing finance. However, interest paid under a back-to-back loan or an economically equivalent arrangement will not qualify for this exemption.

*(c) Notes in bearer form - section 126 of the Australian Tax Act*

Section 126 of the Australian Tax Act imposes a type of withholding tax on the payment of interest on Bearer Notes if the Issuer fails to disclose the names and addresses of the holders of Bearer Notes to the Australian Taxation Office ("**ATO**"). The rate of withholding tax is currently 45 per cent.

Section 126 does not apply to the payment of interest on Bearer Notes held by non-Australian residents who do not carry on business at or through a permanent establishment in Australia where the issue of those Bearer Notes has satisfied the requirements of section 128F or IWT is payable.

In addition, the ATO has confirmed that for the purposes of section 126, the holder of debentures in bearer form is the person in possession of the debentures. Section 126 is, therefore, limited in its application to persons in possession of Bearer Notes who are residents of Australia or non-Australian residents who are engaged in carrying on business at or through a permanent establishment in Australia. Where interests in Bearer Notes are held through Euroclear, Clearstream, Luxembourg, the CMU or another clearing system, the Issuer intends to treat the relevant operator of the clearing system (or its nominee) as the bearer of the Notes for the purposes of section 126.

*(d) Payment of additional amounts*

As set out in more detail in Condition 24 ("Taxation") and unless expressly provided to the contrary in the relevant Pricing Supplement (or another relevant supplement to this Offering Circular), if the Issuer is at any time required by law to withhold or deduct an amount in respect of any Australian withholding taxes imposed or levied by the Commonwealth of Australia or any political subdivision thereof or any authority therein or thereof having power to tax in respect of the Notes, the Issuer must, subject to certain exceptions, pay such additional amounts as may be necessary in order to ensure that the net amounts received by the holders of those Notes after such withholding or deduction are equal to the respective amounts which would have been received had no such withholding or deduction been required. If the Issuer is required in relation to any Notes to pay an additional amount in respect of a Note under Condition 24.2 ("Withholding Tax"), the Issuer may have the option to redeem the Notes in a Series in whole (but not in part) in accordance with Condition 18.2 ("Early redemption for taxation reasons").

*(e) Payments under the Guarantee*

It is unclear whether or not any payment by an Australian resident Guarantor to a Non-Australian Holder under the Guarantee on account of interest owing by the Issuer in respect of the Notes would be subject to Australian IWT. There are good arguments that such payments (other than interest paid on an overdue amount) do not constitute "interest" for Australian withholding tax purposes, and, if so, would not be subject to Australian IWT. If that is the case, Non-Australian Holders may be taxed by assessment on those amounts, unless an exemption applies.

The Australian Taxation Office has, however, published a Taxation Determination stating that payments by a guarantor in respect of debentures are entitled to the benefit of the exemption contained in section 128F of the Australian Tax Act if payments of interest in respect of those debentures by the Issuer are exempt from Australian IWT under section 128F. However, there is some doubt as to whether the reasoning adopted in the Taxation Determination is strictly correct.

It should be noted that interest paid on an overdue amount relating to the Australian resident Guarantor's own obligations is likely to be interest on which Australian IWT prima facie applies. Section 128F of the Australian Tax Act may not apply to such payments, however it is possible another exemption could apply.

### 3. AUSTRALIAN INCOME TAX – INTEREST PAYMENTS

Australian Holders will be required to include any interest in respect of their Notes in their Australian assessable income.

Whether the interest should be recognised as assessable income on a cash receipts or accruals basis (see also the “*taxation of financial arrangements*” summary in section 4 below) will depend on the individual circumstances of the Australian Holder.

On the basis that the Issuer satisfies the requirements of section 128F of the Australian Tax Act in respect of interest paid on the Notes, then non-resident holders who do not acquire the Notes in carrying on a business at or through a permanent establishment in Australia should not be subject to Australian income tax in respect of interest payments received on their Notes.

### 4. OTHER TAX MATTERS

Under Australian laws as presently in effect:

- *taxation of financial arrangements*: the Australian Tax Act contains tax timing rules for certain taxpayers to bring to account gains and losses from “financial arrangements”. The rules do not alter the rules relating to the imposition of IWT nor override the IWT exemption available under section 128F of the Australian Tax Act.

In addition, the rules do not apply to certain taxpayers or in respect of certain short term “financial arrangements”. They should not, for example, generally apply to holders of Notes which are individuals and certain other entities (e.g., certain superannuation entities and managed investment schemes) which do not meet various turnover or asset thresholds, unless they make an election that the rules apply to their “financial arrangements”. Potential Noteholders should seek their own tax advice regarding their own personal circumstances as to whether such an election should be made;

- *death duties*: no Notes will be subject to death, estate or succession duties imposed by Australia, or by any political subdivision or authority therein having power to tax, if held at the time of death;
- *stamp duty and other taxes*: no *ad valorem* stamp, issue, registration or similar taxes are payable in Australia on the issue, transfer or redemption of any Notes;
- *TFN/ABN withholding*: withholding tax is imposed on the payment of interest on certain registered securities unless the relevant payee has quoted an Australian tax file number (“**TFN**”), (in certain circumstances) an Australian Business Number (“**ABN**”) or proof of some other exception (as appropriate). The rate of withholding tax is currently 47 per cent.

Assuming the requirements of section 128F of the Australian Tax Act are satisfied with respect to the Notes, then the TFN/ABN withholding will not apply to payments to a non-resident holder who does not acquire the Notes in carrying on a business at or through a permanent establishment in Australia. Payments to other holders in respect of Registered Notes may be subject to a withholding where the holder does not quote a TFN, (if applicable) ABN or provide proof of an appropriate exemption (as appropriate);

- *additional withholdings from certain payments to non-residents*: the Governor-General may make regulations requiring withholding from certain payments to non-residents of Australia (other than payments of interest and other amounts which are already subject to the current IWT rules or specifically exempt from those rules). Regulations may only be made if the responsible Minister is satisfied the specified payments are of a kind that could reasonably relate to assessable income of foreign residents. The possible application of any future regulations to the proceeds of any sale of the Notes will need to be monitored;
- *garnishee directions by the Commissioner of Taxation*: the Commissioner of Taxation may give a direction requiring the Issuer to pay out of any payment to a Noteholder any amount in respect of Australian tax payable by the Noteholder to the Commissioner of Taxation. If the Issuer is served with such a direction, then the Issuer will comply with that direction and will make any payment required by that direction;
- *supply withholding tax*: payments in respect of the Notes can be made free and clear of any “supply withholding tax” imposed under section 12-190 of Schedule 1 to the Tax Administration Act; and
- *goods and services tax (“GST”)*: neither the issue nor receipt of the Notes will give rise to a liability for GST in Australia on the basis that the supply of Notes will comprise either an input taxed financial supply or (in the case of an offshore subscriber which is not an Australian resident) a GST-free supply.

Furthermore, neither the payment of principal or interest by the Issuer, nor the disposal of the Notes, would give rise to any GST liability in Australia.

## Clearing and settlement

The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of Euroclear, Clearstream, Luxembourg, the CMU or Austraclear (together, the “**Clearing Systems**”) currently in effect. The information in this section concerning the Clearing Systems has been obtained from sources that each of the Issuer and the Guarantors believe to be reliable, but none of the Issuer or the Guarantors, the Arranger or the Dealer take any responsibility for the accuracy thereof. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuer, the Guarantors, nor any other party to the Agency Agreement will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Notes held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

### **Euroclear and Clearstream, Luxembourg**

Euroclear and Clearstream, Luxembourg each holds securities for its customers and facilitates the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Euroclear and Clearstream, Luxembourg provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg also deal with domestic securities markets in several countries through established depositary and custodial relationships. Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Euroclear and Clearstream, Luxembourg customers are world-wide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear and Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

### **Austraclear System (Australia)**

Upon the issuance of Australian Domestic Notes, the Issuer will (unless specified otherwise in the Pricing Supplement) apply for each Tranche of Australian Domestic Notes to be traded on the Austraclear System.

The rights and obligations of Austraclear and participants under the Austraclear System are created by contract, as evidenced through the Austraclear System Regulations and Operating Manual, User Guides and instructions and directions contained within the Austraclear System (“**Austraclear Rules**”).

Under the Austraclear System, a wide range of eligible debt instruments may be “lodged” with Austraclear and either immobilised in its vaults which are located in Austraclear’s branch offices in Sydney and Melbourne (if they are in physical form), or recorded on an electronic register. Through the Austraclear System, ownership of these “physical” or “discount” debt instruments (Paper Securities) and “non-physical” or “fixed interest” debt instruments (Non-Paper Securities) is transferred electronically via book-entry changes without the need for physical delivery. Real-time settlement of cash transactions is facilitated by a real-time gross settlement (“**RTGS**”) system, operated by the Reserve Bank of Australia (“**RBA**”) and linked to the Austraclear System.

The Austraclear System relies upon both parties to a transaction entering trade details into computer terminals that the System then matches before effecting settlement. As well as facilitating securities settlements the Austraclear System also provides members with the ability to make high-value funds transfers independent of the need for a corresponding securities transfer.

As transactions currently processed through the Austraclear System are made on a RTGS basis, the cash settlement of transactions in debt securities, will be settled individually on a real time gross basis through institutions’ exchange settlement accounts (held at the RBA). A payment will be settled only if the paying institution has an adequate balance in the exchange settlement account. Once that payment is made, it is irrevocable in the sense it is protected from recall by the remitter or dishonour by the paying institution. This allows for true delivery versus payment to take place; that is, securities and cash transfers occur simultaneously, counterparties to the transaction will own either securities or cash and finality is immediate.

### **CMU**

The CMU is a central depositary service provided by the Central Moneymarkets Unit of the HKMA for the safe custody and electronic trading between the CMU Members of capital markets instruments (“**CMU Instruments**”) which are specified in the CMU Manual as capable of being held within the CMU.

The CMU 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 is open to all financial institutions regulated by the HKMA, 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 Manual.

The CMU has an income distribution service which is a service offered by the CMU 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 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 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.

#### **Cross-market trading - Austraclear System**

The Austraclear System in Australia is a participant in the Euroclear System and the Clearstream, Luxembourg (each a "**Clearance and Settlement System**"). The Australian Austraclear Rules provide for members of the Austraclear System to lodge, take out ("**uplift**") and record transactions in respect of entitlements to certain bonds, notes, certificates of deposit and commercial paper issued in the Euromarkets ("**Eurosecurities**"). Members of the Austraclear System will acquire an equitable interest (a "**Euroentitlement**") in the rights which the Austraclear System acquires to the relevant Eurosecurities. A Euroentitlement will be lodged in the Austraclear System by the member arranging for the transfer of the Eurosecurities to the account of Austraclear System with the relevant Clearance and Settlement System. It will not be possible for members to subscribe for a Eurosecurity through the Austraclear System. Once a Euroentitlement is lodged with the Austraclear System the member can deal with the Euroentitlement in much the same way as other securities lodged with the Austraclear System.

The Austraclear System will establish a separate account in Australia through which it will receive and disburse payments to members who hold Euroentitlements. Payments received by the Austraclear System in respect of Eurosecurities relating to Euroentitlements will be paid by the Austraclear System to the relevant member for value on the same day that payment is made by the Issuer of the related Eurosecurities.

Euroentitlements will be able to be uplifted from the Austraclear System by the Austraclear System transferring the related Eurosecurity to the account of another participant in the relevant Clearance and Settlement System.

At present the provisions do not provide for a two-way link. The provisions will only apply to securities issued in the Euromarkets. Accordingly, the new arrangements will not apply to instruments issued in the Australian domestic markets.



# Summary of provisions relating to Euro Notes while in Global Form

*This summary relates to the issue by the Issuer of Notes in bearer form ("**Euro Notes**") or Registered Euro/CMU Notes pursuant to the amended and restated Euro Fiscal Agency Agreement dated 25 August 2025 between, among others, the Issuer, the Euro Fiscal Agent and the CMU Lodging and Paying Agent and as further supplemented, amended and/or restated from time to time, all having the benefit of the Deed of Covenant dated 23 February 2023 or 25 August 2025 (as applicable), each executed by the Issuer. All capitalised terms that are not defined in this summary have the meaning given to them in the "Terms and Conditions of the Notes".*

## 1 Initial Issue of Notes

(a) Upon the initial deposit of a Temporary Global Note or a Permanent Global Note with a common depository or registration of Registered Euro/CMU Notes in the nominee name of the common depository for Euroclear and Clearstream, Luxembourg ("**Common Depository**") and delivery of the relevant Registered Global Note to the Common Depository, or in the name of a nominee for any other agreed clearing system, or a common nominee, and delivery of the relevant Global Note(s) to the appropriate depository, or a Common Depository, or (b) upon the lodgement of a Temporary Global Note or a Permanent Global Note with a sub-custodian for the CMU, Euroclear, Clearstream, Luxembourg or such other agreed clearing system will credit each subscriber with a principal amount of Notes equal to the principal amount for which it has subscribed and paid.

Notes that are initially deposited with the Common Depository may also be credited to the accounts of subscribers with (if indicated in the relevant Pricing Supplement) other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by such other clearing systems. Conversely, Notes that are initially deposited with any other clearing system may similarly be credited through direct or indirect participants' accounts with Euroclear, Clearstream, Luxembourg or other clearing systems. Notes issued in bearer form will initially be issued in the form of a Temporary Global Note or a Permanent Global Note as indicated in the applicable Pricing Supplement, which in either case, will be deposited on or prior to the original issue date to a Common Depository. Registered Euro/CMU Notes and other Notes issued in registered form which are held: (i) in Euroclear, Clearstream, Luxembourg or any other agreed clearing system, will be registered in the name of a nominee for such system and the relevant Registered Global Note will be delivered to the appropriate depository or a Common Depository, as the case may be; or (ii) through the CMU, will be registered in the name of the HKMA, in its capacity as operator of the CMU.

## 2 Relationship of Accountholders with Clearing Systems

Save as provided in the following paragraphs, each of the persons shown in the records of Euroclear, Clearstream, Luxembourg or any other clearing system as the holder of a Note represented by a Global Note must look solely to Euroclear, Clearstream, Luxembourg or such clearing system (as the case may be) for his share of each payment made by the Issuer or a Guarantor to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, and in relation to all other rights arising under the Global Notes subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, Luxembourg or such clearing system (as the case may be). Such persons shall have no claim directly against the Issuer or the Guarantors in respect of payments due on the Notes for so long as the Notes are represented by such Global Note and such obligations of the Issuer and the Guarantors will be discharged by payment to the bearer or the registered holder (as the case may be) of such Global Note in respect of each amount so paid.

If a Global Note is lodged with a sub-custodian for the CMU, the person(s) for whose account(s) interests in such Global Note 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 Issue Position Report 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 to receive payments in respect of Notes represented by such Global Note and such obligations of the Issuer and the Guarantors will be discharged by payment to, or to the order of, such person(s) for whose account(s) interests in such Global Note 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, must look solely to the CMU Lodging and Paying Agent for their share of each payment so made by the Issuer or a Guarantor in respect of such Global Note.

## 3 Payments

Where, as discussed under "*Selling Restrictions – United States of America*", the TEFRA "D" rules apply, no payments will be made on the Notes unless the TEFRA "D" certification requirements have been complied with. Whilst any Note is represented by a Temporary Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Notes due prior to the Exchange Date will be made

against presentation of the Temporary Global Note only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interest in such Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, have given a like certification (based on the certifications it has received) to the Euro Fiscal Agent. Payments of principal, interest (if any) or any other amounts on a Permanent Global Note (other than Notes cleared through the CMU), will be made through Euroclear and/or Clearstream, Luxembourg against presentation or surrender (as the case may be) of the Permanent Global Note without any requirement for certification. Payments of principal, interest (if any) or any other amounts on Notes cleared through the CMU shall be made to the person(s) for whose account(s) interests in the relevant Global Note are credited (as set out in a CMU Issue Position Report or any other relevant notification supplied to the CMU Lodging and Paying Agent by the CMU).

## 4 Exchange

### 4.1 Temporary Global Notes

Each Temporary Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date in whole or in part upon certification as to non-U.S. beneficial ownership in the form set out in the Euro Fiscal Agency Agreement for interests in a Permanent Global Note or, if so provided in the relevant Pricing Supplement, for Definitive Bearer Notes.

If:

- (a) a Permanent Global Note has not been delivered or its principal amount increased by 5.00 p.m. (London time) on the seventh day after the bearer of a Temporary Global Note has requested exchange of an interest in the Temporary Global Note for an interest in a Permanent Global Note;
- (b) Definitive Bearer Notes have not been delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer of a Temporary Global Note has requested exchange of the Temporary Global Note for Definitive Notes; or
- (c) a Temporary Global Note (or any part of it) has become due and payable in accordance with the Terms and Conditions of the Notes or the date for final redemption of a Temporary Global Note has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest has not been made to the bearer of the Temporary Global Note in accordance with the terms of the Temporary Global Note on the due date for payment,

then the Temporary Global Note (including the obligations to deliver a Permanent Global Note or increase the principal amount thereof or deliver Definitive Notes, as the case may be) will become void at 5.00 p.m. (London time) on such seventh day (in the case of (a) above) or at 5.00 p.m. (London time) on such thirtieth day (in the case of (b) above) or at 5.00 p.m. (London time) on such due date (in the case of (c) above) and the bearer of the Temporary Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Temporary Global Note or others may have under a deed of covenant dated 23 February 2023 and on 25 August 2025 (“**Deed of Covenant**”) executed by the Issuer). Under the Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg, the CMU and/or any other relevant clearing system as being entitled to an interest in a Temporary Global Note will acquire directly against the Issuer all those rights to which they would have been entitled if, immediately before the Temporary Global Note became void, they had been the holders of Definitive Bearer Notes in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg, the CMU and/or any other relevant clearing system.

The CMU may require that any such exchange for a Permanent Global Note is made in whole and not in part and in such event, no such exchange will be effected until all relevant account holders (as set out in a CMU Issue Position Report (as defined in the rules of the CMU) or any other relevant notification supplied to the CMU Lodging and Paying Agent by the CMU) have so certified.

### 4.2 Permanent Global Notes

Each Permanent Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date in whole but not, except as provided under “Partial Exchange of Permanent Global Notes”, in part for Definitive Bearer Notes: (i) if the Permanent Global Note is held on behalf of Euroclear or Clearstream, Luxembourg, the CMU or any other clearing system (an “**Alternative Clearing System**”) and any 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 permanently to cease business or in fact does so; or (ii) if principal in respect of any Notes is not paid when due, by the holder (or, in the case of Notes cleared through the CMU, by the relevant account holders therein) giving notice to the

Euro Fiscal Agent (or, in the case of Notes cleared through the CMU, to the CMU Lodging and Paying Agent) of its election for such exchange.

If:

- (a) Definitive Bearer Notes have not been delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer of a Permanent Global Note has duly requested exchange of the Permanent Global Note for Definitive Bearer Notes; or
- (b) a Permanent Global Note (or any part of it) has become due and payable in accordance with the Terms and Conditions of the Notes or the date for final redemption of the Notes has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest has not been made to the bearer of the Permanent Global Note in accordance with the terms of the Permanent Global Note on the due date for payment,

then the Permanent Global Note (including the obligation to deliver Definitive Notes) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date (in the case of (b) above) and the bearer of the Permanent Global Note will have no further rights under it (but without prejudice to the rights which the bearer of the Permanent Global Note or others may have under the Deed of Covenant). Under the Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg, the CMU and/or any other relevant clearing system as being entitled to an interest in a Permanent Global Note will acquire directly against the Issuer (or, as the case may be, the Guarantors) all those rights to which they would have been entitled if, immediately before the Permanent Global Note became void, they had been the holders of Definitive Notes or Registered Euro/CMU Notes (as applicable) in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg, the CMU and/or any other relevant clearing system.

#### **4.3 Partial exchange of Permanent Global Notes**

For so long as a Permanent Global Note is held on behalf of a clearing system and the rules of that clearing system permit, such Permanent Global Note will be exchangeable in part on one or more occasions for Definitive Bearer Notes (a) if principal in respect of any Notes is not paid when due or (b) if so provided in, and in accordance with, the Conditions (which will be set out in the relevant Pricing Supplement) relating to Partly Paid Notes.

#### **4.4 Exchange of Registered Global Notes**

Each Registered Global Note will only be exchangeable for Certificates in definitive form:

- (a) if the Notes represented by the Registered Global Note are held (directly or indirectly) on behalf of Euroclear, Clearstream, Luxembourg, the CMU or an Alternative Clearing System and any 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 permanently to cease business or does in fact do so; or
- (b) if any of the circumstances described in Condition 26.1 ("Event of Default") occurs.

Registered Global Notes will be exchangeable in whole (or in part if the Registered Global Note is held by or on behalf of any other agreed clearing system and the rules of such clearing system then permit) for definitive Registered Notes only in the limited circumstances set out in the Registered Global Note, at the cost and expense of the Issuer.

#### **4.5 Delivery of Notes**

On or after any due date for exchange the holder of a Global Note in bearer form or a Registered Global Note may surrender such Global Note or, in the case of a partial exchange, present it for endorsement to or to the order of the Euro Fiscal Agent (or, in the case of Notes lodged with the CMU, the CMU Lodging and Paying Agent) or Registrar. In exchange for any such Temporary Global Note, or the part of it to be exchanged, the Issuer will deliver, or procure the delivery of, a Permanent Global Note in an aggregate principal amount equal to that of the whole or that part of a Temporary Global Note that is being exchanged or, in the case of a subsequent exchange, endorse, or procure the endorsement of, a Permanent Global Note to reflect such exchange. In the case of a Permanent Global Note or Registered Global Note exchangeable for Notes or Certificates in definitive form (unless such exchange is at the request of the Issuer) at the cost of the relevant Noteholder, the Issuer will cause an equal aggregate principal amount of Notes or Certificates in definitive form to be executed and delivered to the Euro Fiscal Agent (or, in the case of Notes lodged with the CMU, the CMU Lodging and Paying Agent) or the Registrar, as the case

may be, for completion, authentication and dispatch to the relevant Noteholders. In this Offering Circular, “**Definitive Notes**” means, in relation to any Global Note, the definitive Bearer Notes or the definitive Registered Notes or Certificates for which such Global Note may be exchanged (if appropriate, having attached to them all Coupons and Receipts in respect of interest or Instalment Amounts that have not already been paid on the Global Note and a Talon). Definitive Notes will be security printed and printed in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the schedules to the Euro Fiscal Agency Agreement. On exchange in full of each Permanent Global Note, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant Definitive Notes.

#### 4.6 Exchange Date

“Exchange Date” means, in relation to a Temporary Global Note, the day falling after the expiry of 40 days after its issue date and, in relation to a Permanent Global Note, a day falling not less than 60 days, or in the case of failure to pay principal in respect of any Notes when due 30 days, after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Euro Fiscal Agent (or, in the case of Notes lodged with the CMU, the CMU Lodging and Paying Agent) is located and in the city in which the relevant clearing system is located.

#### 5 Transfers

Notes which are represented by a Global Note will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, the CMU or any other agreed clearing system as the case may be. Interests in Global Notes will be transferable in multiples of €100,000 (or its equivalent in other currencies) unless otherwise specified in the Pricing Supplement.

#### 6 Conditions applicable to Global Notes

Each Global Note contains provisions which modify the Terms and Conditions of the Notes as they apply to the Global Note. The following is a summary of certain of those provisions:

- (a) *Meetings:* The holder of a Permanent Global Note or Registered Global Note shall (unless such Permanent Global Note or Registered Global Note represents only one Note) be treated as being two persons for the purposes of any quorum requirements of a meeting of holders and, at any such meeting, the holder of a Permanent Global Note or Registered Global Note shall be treated as having one vote in respect of each minimum Specified Denomination of Notes for which such Global Note may be exchanged.
- (b) *Cancellation:* Cancellation of any Note represented by a Permanent Global Note or Registered Global Note that is required by the Conditions to be cancelled (other than upon its redemption) will be effected by reduction in the principal amount of the relevant Permanent Global Note or Registered Global Note.
- (c) *Purchase:* Notes represented by a Permanent Global Note or Registered Global Note may be purchased by the Issuer or any of its Subsidiaries at any time in the open market or otherwise and at any price.
- (d) *Issuer’s call options:* Any option of the Issuer provided for in the Conditions of the Notes while such Notes are represented by a Global Note shall be exercised by the Issuer giving notice to the holders within the time limits set out in and containing the information required by the Conditions, except that the notice is not required to contain the serial numbers of Notes drawn in the case of a partial exercise of an option and accordingly no drawing of Notes is required. If any option of the Issuer is exercised in respect of some but not all of the Notes of any Series, the rights of accountholders with a clearing system in respect of the Notes are governed by the standard procedures of Euroclear, Clearstream, Luxembourg, the CMU or any other clearing system (as the case may be).
- (e) *Investors’ put option:* Any option of the holders provided for in the Conditions of any Notes while such Notes are represented by a Global Note may be exercised by the holder of such Global Note, giving notice to the Principal Paying Agent or relevant Registrar, as the case may be, within the time limits relating to the deposit of Notes with the Principal Paying Agent or relevant Registrar, as the case may be, substantially in the form of the notice available from the Principal Paying Agent or any Paying Agent or relevant Registrar, as the case may be, except that the notice is not required to contain the serial numbers of the Notes in respect of which the option has been exercised, and stating the principal amount of Notes in respect of which the option is exercised and at the same time presenting for notation the Global Note to the Euro Fiscal Agent (or, in the case of Notes lodged with the CMU, the CMU Lodging and Paying Agent) or Registrar, as the case may be.

## **7 Partly Paid Notes**

While any instalments of the subscription moneys due from the holder of Partly Paid Notes are overdue, no interest in a Temporary Global Note representing such Notes may be exchanged for any interest in a Permanent Global Note or for Definitive Notes (as the case may be). If any Noteholder fails to pay any instalment due on any Partly Paid Notes within the time specified, the Issuer may forfeit such Notes and shall have no further obligation to their holder in respect of them.

## **8 Notices**

So long as any Notes are represented by a Global Note (including a Global Certificate) and such Global Note is held on behalf of Euroclear and/or Clearstream, Luxembourg or any other clearing system, notices to the holders of Notes of that Series may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by the Conditions or by delivery of the relevant notice to the holder of the Global Note.

# Sale and subscription

## Summary of Dealer Agreement

Subject to the terms and on the conditions contained in an Amended and Restated Dealer Agreement dated 25 August 2025, as supplemented, amended and/or restated from time to time ("**Dealer Agreement**") between the Issuer, the Guarantors and the Arranger, the Notes will be offered by the Issuer to the Dealers appointed from time to time. The Notes may be resold at prevailing market prices, or at related prices, at the time of such resale, as determined by the relevant Dealer. The Notes may also be sold by the Issuer through the Dealers, acting as agents of the Issuer. The Dealer Agreement also provides for Notes to be issued in syndicated Tranches that may be jointly and severally underwritten by two or more Dealers.

The Issuer has agreed to indemnify any Dealers against certain liabilities in connection with the offer and sale of the Notes and to pay the Dealers certain fees and commissions in relation to any issue of the Notes under the Program. The Dealers appointed from time to time and their affiliates may be full service financial institutions engaged in various activities which may include securities trading, commercial and investment banking, financial advice, investment management, principal investment, hedging, financing and brokerage activities. Each of the Dealers appointed from time to time may have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with the Issuer, the Guarantors or their respective subsidiaries, jointly controlled entities or associated companies from time to time. In the ordinary course of their various business activities, the Dealers appointed from time to time and their affiliates may make or hold (on their own account, on behalf of clients or in their capacity of investment advisers) a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments and enter into other transactions, including credit derivatives (such as asset swaps, repackaging and credit default swaps) in relation thereto. Such transactions, investments and securities activities may involve securities and instruments of the Issuer or its subsidiaries (including the Guarantors), jointly controlled entities or associated companies, including Notes issued under the Program, may be entered into at the same time or proximate to offers and sales of Notes or at other times in the secondary market and be carried out with counterparties that are also purchasers, holders or sellers of Notes. Notes issued under the Program may be purchased by or be allocated to any Dealer or an affiliate for asset management and/or proprietary purposes but not with a view to distribution. The Dealer Agreement entitles the Dealers to terminate any agreement that they make to subscribe for Notes in certain circumstances prior to payment for such Notes being made to the Issuer.

If a jurisdiction requires that the offering be made by a licensed broker or dealer and a Dealer or any affiliate of that Dealer is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by that Dealer or such affiliate on behalf of the Issuer (as defined in this Offering Circular) in such 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 the Offering Circular or any other offering material or any Pricing Supplement, in any country or jurisdiction where action for that purpose is required. Neither the Issuer, the Guarantors nor any Dealer represents that any Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

Persons into whose hands this Offering Circular comes are required by the Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver Notes or have in their possession or distribute the Offering Circular or such other offering material and to obtain any authorisation, consent, approval or permission required by them for the purchase, offer, sale or delivery by them of any Notes under any law, regulation or directive in force in any jurisdiction to which they are subject or in which they make such purchases, offers, sales or deliveries, in all cases at their own expense, and neither the Issuer, the Guarantors nor any Dealer shall have responsibility therefor. In accordance with the above, any Notes purchased by any person which it wishes to offer for sale or resale may not be offered in any jurisdiction in circumstances which would result in the Issuer being obliged to register any further prospectus or corresponding document relating to the Notes in such jurisdiction.

Each Dealer appointed under the Program will be required to agree with the Issuer and the Guarantors that it will observe all applicable laws and regulations in any jurisdiction in which it may offer, sell or deliver Notes and that it will not, directly or indirectly, offer, sell or deliver Notes or distribute or publish this document, any prospectus, circular, advertisement or other offering material (including, without limitation, any supplement to this document) in relation to the Notes in or from any country of jurisdiction except under circumstances that will to the best of its knowledge and belief result in compliance with any applicable laws and regulations, and all offers, sales and deliveries of Notes by it will be made on the foregoing terms.

In addition and unless the Pricing Supplement otherwise provides, each Dealer appointed under the Program will be required to agree with the Issuer and the Guarantors that, in connection with the primary distribution of the Notes which are specified in the relevant Pricing Supplement as being public offer test compliant under section 128F of

the Australian Tax Act, it will not (directly or indirectly) sell Notes to any person in circumstances where employees or officers of the Dealer directly involved in the sale, know or have reasonable grounds to suspect, the Notes (or an interest in or right in respect of the Notes) were being or would later be, acquired either directly or indirectly by an Offshore Associate (as defined in the Dealer Agreement) of the Issuer other than one acting in the capacity of a dealer, manager or underwriter in relation to the placement of those Notes or a clearing house, custodian, funds manager or responsible entity of a registered scheme within the meaning of the Corporations Act.

## Selling Restrictions

Set out below are selling restrictions in respect of:

- Australia
- Canada
- EEA
- Hong Kong
- Japan
- Singapore
- United Kingdom
- United States of America

\* \* \* \* \*

### Australia

No prospectus or other disclosure document (as defined in the Corporations Act) in relation to the Program or the Notes has been or will be lodged with, or registered by, ASIC or any other regulatory authority in Australia. Each Dealer appointed under the Program will be required to represent and agree, that, unless the relevant Pricing Supplement (or relevant supplement to this Offering Circular) otherwise provides, it:

- (a) has not offered or invited applications, and will not offer or invite applications for the issue, sale or purchase of the Notes in, to or from Australia (including an offer or invitation which is received by a person in Australia); and
- (b) has not distributed or published, and will not distribute or publish, the Offering Circular or any other offering material or advertisement relating to the Notes in Australia,

in each case unless:

- (i) the aggregate consideration payable by each offeree or invitee is at least A\$500,000 (or its equivalent in other currencies and, in either case, disregarding moneys lent by the offeror or its associates) or the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 or Chapter 7 of the Corporations Act;
- (ii) such action complies with all applicable laws, regulations and directives in Australia (including, without limitation, the licensing requirements set out in Chapter 7 of the Corporations Act);
- (iii) the offer, invitation or distribution does not constitute an offer, invitation or distribution to a person in Australia who is a "retail client" as defined for the purposes of Section 761G of the Corporations Act; and
- (iv) such action does not require any document to be lodged with ASIC or any other regulatory authority in Australia.

### Canada

No prospectus has been filed with any securities commission or similar regulatory authority in Canada in connection with the offer and sale of the Notes. The Notes have not been, and will not be, qualified for sale under the securities laws of Canada or any province or territory thereof and no securities commission or similar regulatory authority in Canada has reviewed or in any way passed upon this Offering Circular or the merits of the Notes and any representation to the contrary is an offence.

Each Dealer will be required to represent, warrant and agree that it has not offered, sold or distributed and will not offer, sell or distribute any Notes, directly or indirectly, in Canada or to or for the benefit of any purchaser that is a resident of Canada or subject to the laws of Canada, other than in compliance with applicable securities laws and, without limiting the generality of the foregoing:

- (a) any offer, sale or distribution of the Notes in Canada has and will be made only to purchasers that are (i) "accredited investors" (as such term is defined in section 1.1 of National Instrument 45-106 *Prospectus Exemptions* ("NI 45-106") or, in Ontario, as such term is defined in section 73.3(1) of the *Securities Act* (Ontario)) that are not individuals unless such purchaser is also a "permitted client" (as such term is defined in section 1.1 of National Instrument 31-103 *Registration Requirements*,

*Exemptions and Ongoing Registrant Obligations*), (ii) purchasing as principal, or are deemed to be purchasing as principal in accordance with applicable Canadian securities laws, and (iii) not a person created or used solely to purchase or hold the Notes as an “accredited investor” as described in paragraph (m) of the definition of “accredited investor” in section 1.1 of NI 45-106;

- (b) it is either (i) appropriately registered under applicable Canadian securities laws in each relevant province or territory to sell and deliver the Notes, (ii) such sale and delivery will be made through an affiliate of it that is so registered if the affiliate is registered in a category that permits such sale and has agreed to make such sale and delivery in compliance with the representations, warranties and agreements set out herein, or (iii) it is relying on an exemption from the dealer registration requirements under applicable Canadian securities laws and has complied with the requirements of that exemption; and
- (c) it has not and will not distribute or deliver this Offering Circular, or any other offering material in connection with any offering of the Notes, in or to a resident of Canada other than in compliance with applicable Canadian securities laws.

### Prohibition of Sales to EEA Retail Investors

Each Dealer appointed under the Program will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Offering Circular as completed by the applicable Pricing Supplement in relation thereto to any retail investor in the EEA. For the purposes of this provision:

- (a) the expression “retail investor” means a person who is one (or more) of the following:
  - (i) a retail client as defined in point (11) of Article 4(1) of 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; or
  - (iii) not a qualified investor as defined in the Prospectus Regulation; and
- (b) the expression an “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

### Hong Kong

Each Dealer appointed under the Program will be required to represent and agree, that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes (except for Notes which are a “structured product” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the “SFO”)) other than (i) to “professional investors” as defined in the SFO and any rules made under the SFO, 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 (the “C(WUMP)O”) or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and
- (b) it has not issued, or had in its possession for the purposes of issue, and will not issue, or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the SFO and any rules made under the SFO.

### Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) (the “**Financial Instruments and Exchange Law**”) and, accordingly, each Dealer appointed under the Program will be required to represent and agree, that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes 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 Law (Law No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan.



## Singapore

Each Dealer appointed under the Program will be required to represent and agree, that this Offering Circular has not been and will not be registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer appointed under the Program will be required to represent and agree 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 of Singapore.

Investors should note that there may be restrictions on the secondary sale of the Notes under Section 276 of the SFA.

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.

## United Kingdom

### Prohibition of sales to UK Retail Investors

Each Dealer appointed under the Program will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Offering Circular as completed by the applicable Pricing Supplement in relation thereto to any retail investor in the United Kingdom. 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; or
  - (ii) a customer within the meaning of the provisions of 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 UK MiFIR; or
  - (iii) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation; and
- (b) the expression “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.

### Other regulatory restrictions

Each Dealer appointed under the Program will be required to represent and agree, that:

- (a) in relation to any Notes which have a maturity of less than one year: (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and (ii) it has not offered or sold and will not offer or sell such 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 it will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer or the Guarantors; 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 the Notes in, from or otherwise involving the United Kingdom.

## United States of America

### *Regulation S Category 2; TEFRA “D” (or TEFRA “C” if specified in the applicable Pricing Supplement)*

Neither the Notes nor the Guarantee have been, or will be, registered under the Securities Act and the Notes and the Guarantee may not be offered, sold or delivered, directly or indirectly, within the United States or to, or for the account or benefit of, U.S. persons, except pursuant to an effective registration statement or in certain transactions exempt from, or not subject to, the registration requirements of the Securities Act, including, without limitation, in accordance with Regulation S under the Securities Act. Regulation S provides a non-exclusive safe harbour from the application of the registration requirements of the Securities Act. Terms used in this paragraph have the meaning given to them by Regulation S under the Securities Act.

Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to U.S. persons, except in certain transactions permitted by U.S. tax regulations. Terms used in the preceding sentence have the meanings given to them by the United States Internal Revenue Code and regulations thereunder.

Each Dealer appointed under the Program will be required to agree that, except as permitted by the Dealer Agreement, it has not offered, sold, resold or delivered and will not offer, sell, resell or deliver Notes:

- (a) as part of its distribution at any time; or
- (b) otherwise until 40 days after the completion of the distribution of the relevant Tranche, as certified to the Euro Fiscal Agent or CMU Lodging or Paying Agent or the Australian Registrar (as applicable) or the Issuer by such Dealer (or, in the case of a sale of a Tranche of Notes to or through more than one Dealer, by each of such Dealers as to Notes of such Tranche purchased by or through it, in which case the Euro Fiscal Agent or CMU Lodging or Paying Agent or the Australian Registrar (as the case may be) or the Issuer shall notify each such Dealer when all such Dealers have so certified),

within the United States or to, or for the account or benefit of, U.S. persons, and such Dealer will offer, sell, resell or deliver Notes only in accordance with Rule 903 of Regulation S, or if applicable, Rule 144A under the Securities Act, and such Dealer will have sent to each dealer to which it sells Notes during the relevant distribution compliance period a confirmation or other 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.

In addition, until 40 days after the completion of the distribution of Notes comprising any Tranche, any offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Each issue of Index Linked Interest Notes and Dual Currency Notes is subject to such additional U.S. selling restrictions as the Issuer and the relevant Dealer or Dealers agree as a term of the issue and purchase of such Notes, which additional selling restrictions will be set out in the applicable Pricing Supplement. Each Dealer appointed under the Program will agree that they will offer, sell or deliver such Notes only in compliance with such additional U.S. selling restrictions.

In addition (in relation to Notes in bearer form with a maturity of more than one year except where TEFRA “C” is specified in the applicable Pricing Supplement):

- (a) except to the extent permitted under U.S. Treasury Regulation §1.163-5(c)(2)(i)(D) (“**D Rules**”), each Dealer will be required to represent and covenant that:
  - (i) it has not offered or sold, and agreed that during the restricted period it will not offer or sell, Notes to a person who is within the United States or its possessions or to a United States person, and
  - (ii) it has not delivered and agrees and covenants that it will not deliver within the United States or its possessions definitive Notes that are sold during the restricted period;
- (b) each Dealer appointed under the Program will be required to represent and covenant, that it has and agreed and covenanted that throughout the restricted period it will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the D Rules;
- (c) if it is a United States person, each Dealer appointed under the Program will be required to represent and covenant, that it is acquiring the Notes for purposes of resale in connection with their original issue and if it retains Notes for its own account, it will only do so in accordance with the requirements of U.S. Treasury Regulation §1.163-5(c)(2)(i)(D)(6); and

- (d) with respect to each affiliate that acquires from it Notes for the purpose of offering or selling such Notes during the restricted period, each Dealer appointed under the Program will be required to either:
  - (i) repeat and confirm the representations, covenants and agreements contained in clauses (a), (b) and (c) on its behalf; or
  - (ii) agree and covenant that it will obtain from such affiliate for the benefit of the Issuer the representations, covenants and agreements contained in clauses (a), (b) and (c).

No obligations will be delivered in definitive form unless the TEFRA “D” certification requirements have been complied with. Terms used in clauses (a), (b), (c) and (d) have the meaning given to them by the U.S. Internal Revenue Code and regulations thereunder, including the D Rules.

In respect of Notes in bearer form where TEFRA “C” is specified in the applicable Pricing Supplement, such Notes must be issued and delivered outside the United States and its possessions in connection with their original issuance. Each Dealer appointed under the Program will be required to represent, covenant and agree: (i) that it has not offered, sold or delivered, and will not offer, sell or deliver, directly or indirectly (including through an agent), such Notes within the United States or its possessions in connection with their original issuance; and (ii) that it has not communicated, and will not communicate, directly or indirectly (including through an agent), with a prospective purchaser if either the Dealer, its agent or such purchaser is within the United States or its possessions and will not otherwise involve its United States office or a United States possession office in the offer, sale, delivery, advertisement or promotion of such Notes. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code and U.S. Treasury Regulation section 1.163-5(c)(2)(i)(C).

**Notice to capital market intermediaries and prospective investors pursuant to paragraph 21 of the Hong Kong SFC Code of Conduct – Important Notice to CMI(s) (including private banks)**

This notice to CMI(s) (including private banks) is a summary of certain obligations the SFC Code imposes on CMI(s), which require the attention and cooperation of other CMI(s) (including private banks). Certain CMI(s) 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 Guarantors, a CMI or its group companies would be considered under the SFC Code as having an Association with the Issuer, the Guarantors, the CMI or the relevant group company. CMI(s) 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 Guarantors or any CMI (including its group companies) and inform the relevant Dealers accordingly.

CMI(s) 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.

CMI(s) 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 CMI(s)). CMI(s) should enquire with their investor clients regarding any orders which appear unusual or irregular. CMI(s) 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. CMI(s) should not place “X-orders” into the order book.

CMI(s) 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.

CMI(s) (including private banks) should not offer any rebates to prospective investors or pass on any rebates provided by the Issuer and the Guarantors. In addition, CMI(s) (including private banks) should not enter into arrangements which may result in prospective investors paying different prices for the relevant Notes. CMI(s) 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 CMI(s).

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 it is deploying its own balance sheet 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, CMI(s) (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:

- (a) the name of each underlying investor;
- (b) a unique identification number for each investor;
- (c) whether an underlying investor has any “Associations” (as used in the SFC Code);
- (d) whether any underlying investor order is a “Proprietary Order” (as used in the SFC Code); and
- (e) whether any underlying investor order is a duplicate order.

Underlying investor information in relation to omnibus orders should be sent to the Managers named in the relevant Pricing Supplement.

To the extent information being disclosed by CMI(s) and investors is personal and/or confidential in nature, CMI(s) (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 Guarantors, 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. CMI(s) 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 CMI(s) (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 CMI(s) (including private banks) are required to provide the relevant Dealer with such evidence within the timeline requested.

By placing an order, prospective investors (including any underlying investors in relation to omnibus orders) are deemed to represent to the Dealers that it is not a Sanctions Restricted Person. A “Sanctions Restricted Person” means an individual or entity (a “**Person**”): (a) that is, or is directly or indirectly owned or controlled by a Person that is, described or designated in (i) the most current “Specially Designated Nationals and Blocked Persons” list (which as of the date hereof can be found at: <http://www.treasury.gov/ofac/downloads/sdnlist.pdf>) or (ii) the Foreign Sanctions Evaders List (which as of the date hereof can be found at: <http://www.treasury.gov/ofac/downloads/fse/fselist.pdf>) or (iii) the most current “Consolidated list of persons, groups and entities subject to EU financial sanctions” (which as of the date hereof can be found at: <https://data.europa.eu/data/datasets/consolidated-list-of-persons-groups-and-entities-subject-to-eu-financial-sanctions?locale=en>); or (b) that is otherwise the subject of any sanctions administered or enforced by any Sanctions Authority, other than solely by virtue of the following (i) - (vi) to the extent that it will not result in violation of any sanctions by the CMI(s): (i) their inclusion in the most current “Sectoral Sanctions Identifications” list (which as of the date hereof can be found at: <https://www.treasury.gov/ofac/downloads/ssi/ssilist.pdf>) (the “**SSI List**”), (ii) their inclusion in Annexes 3, 4, 5 and 6 of Council Regulation No. 833/2014, as amended by Council Regulation No. 960/2014 (the “**EU Annexes**”), (iii) their inclusion in any other list maintained by a Sanctions Authority, with similar effect to the SSI List or the EU Annexes, (iv) them being the subject of restrictions imposed by the U.S. Department of Commerce’s Bureau of Industry and Security (“**BIS**”) under which BIS has restricted exports, re-exports or transfers of certain controlled goods, technology or software to such individuals or entities; (v) them being an entity listed in the Annex to the new Executive Order of 3 June 2021 entitled “Addressing the Threat from Securities Investments that Finance Certain Companies of the People’s Republic of China” (known as the Non-SDN Chinese Military-Industrial Complex Companies List), which amends the Executive Order 13959 of 12 November 2020 entitled “Addressing the threat from Securities Investments that Finance Chinese Military Companies”; or (vi) them being subject to restrictions imposed on the operation of an online service, Internet application or other information or communication services in the United States directed at preventing a foreign government from accessing the data of U.S. persons; or (c) that is located, organised or a resident in a comprehensively sanctioned country or territory, including Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the Donetsk’s People’s Republic or Luhansk People’s Republic. “Sanctions Authority” means: (a) the

United Nations; (b) the United States; (c) the European Union (or any of its member states); (d) the United Kingdom; (e) the People's Republic of China; (f) any other equivalent governmental or regulatory authority, institution or agency which administers economic, financial or trade sanctions; and (g) the respective governmental institutions and agencies of any of the foregoing including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury, the United States Department of State, the United States Department of Commerce and His Majesty's Treasury.

\* \* \* \* \*

## **General**

The restrictions on offerings may be modified by the agreement of the Issuer and the relevant Dealers following a change in or clarification of a relevant law, regulation, directive, request or guideline having the force of law in the country concerned or any change in or introduction of any of them or in their interpretation or administration. Any such modification will be set out in the applicable Pricing Supplement applicable to each Series of Notes or in a supplement to this document.

## **NO RETAIL PRODUCT DISTRIBUTION CONDUCT**

This Offering Circular and the Notes are not for distribution to any person in Australia who is a retail client for the purposes of section 761G of the Corporations Act. No target market determination has been or will be made for the purposes of Part 7.8A of the Corporations Act.

# Form of Pricing Supplement

Pricing Supplement dated [ ]



## Telstra Group Limited

(ABN 56 650 620 303)

(incorporated with limited liability in the Commonwealth of Australia)

(LEI 894500WRW54CVN62K416)

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]

under the

**€20,000,000,000 Debt Issuance Program**

*initially guaranteed by Telstra Corporation Limited and Telstra Limited*

Terms used in this document are deemed to be defined as such for the purposes of the Conditions (the **Conditions**) set forth in the Offering Circular dated 25 August 2025 [and the supplement dated **[date]**] ([together,] the “**Offering Circular**”). This document constitutes the Pricing Supplement for the Notes and must be read in conjunction with the Offering Circular. [Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Offering Circular].

This Tranche or Series of Notes will have the benefit of the Guarantee upon the execution and delivery by the Guarantors of a Guarantee Certificate issued in accordance with the terms of the Guarantee.

The Offering Circular is available for viewing on the Issuer’s website, [www.telstra.com.au](http://www.telstra.com.au).

*The following alternative language applies if the first Tranche of an issue which is being increased was issued under a Prospectus or Offering Circular with an earlier date.*

Terms used in this document are deemed to be defined as such for the purposes of the Conditions (the **Conditions**) set forth in the Prospectus/Offering Circular for the Program dated **[original date]** and incorporated by reference into the Offering Circular and which are attached hereto.

**PROHIBITION OF SALES TO EEA RETAIL INVESTORS** - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended or superseded, 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 or superseded, the “**Prospectus Regulation**”). Consequently no key information document required by Regulation (EU) No 1286/2014 (the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been or will be 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** – 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 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 (as amended or superseded, the “**EUWA**”); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 of the UK (“**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 (“**UK MiFIR**”); 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.

**MIFID II PRODUCT GOVERNANCE/ PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET –**

Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in 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 manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.

**UK MIFIR PRODUCT GOVERNANCE/ PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET –**

Solely for the purposes of [the/each] manufacturers' 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, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in the UK MiFIR; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any distributor should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.

**NO RETAIL PRODUCT DISTRIBUTION CONDUCT –** This document and the Notes are not for distribution to any person in Australia who is a retail client for the purposes of section 761G of the Corporations Act. No target market determination has been or will be made for the purposes of Part 7.8A of the Corporations Act.

**[Notification pursuant to Section 309B of the Securities and Futures Act 2001 (2020 Revised Edition) of Singapore –** In connection with Section 309B of the Securities and Futures Act 2001 (2020 Revised Edition) of Singapore (the "**SFA**") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), the Issuer has determined and hereby notifies all relevant persons (as defined in Section 309(A)(1) of the SFA, that the Notes are prescribed capital markets products (as defined in the CMP Regulations 2018) 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).]

1	Issuer:	Telstra Group Limited (ABN 56 650 620 303)
2	Guarantors:	[As at the date of this Pricing Supplement, Telstra Corporation Limited (ABN 33 051 775 556) and Telstra Limited (ABN 64 086 174 781), unless released in accordance with the terms of the Guarantee]
3	Guarantee Certificate:	[The guarantee certificate in respect of the Notes dated on or about [●]]
4	(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]
5	Specified Currency or Currencies:	[ ]
6	Aggregate Nominal Amount:	
	(i) Series:	[ ]
	(ii) Tranche:	[ ]
7	Issue Price:	[ ] percent of the Aggregate Nominal Amount [plus accrued interest from [ ]]
8	(i) Specified Denomination(s):	[ ]

*[Where multiple denominations above €100,000 or equivalent are being used the following sample wording should be followed: "€100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000. No Notes in definitive form will be issued with a denomination above €199,000."]*

*[Notes (including Notes denominated in Sterling) in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom, or whose issue otherwise constitutes a contravention of section 19 FSMA and which have a maturity of less than one year must have a minimum denomination of £100,000 (or its equivalent in other Specified Currencies).]*

*[For Australian Domestic Notes, insert relevant denomination, typically A\$[\*].]*

(ii) Calculation Amount: *[If there is only one Specified Denomination, insert the Specified Denomination.*

*If there is more than one Specified Denomination or the circumstances specified in the notes to item 6(i) apply, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.]*

*[Calculation Amount not required for interest calculations in the case of: (a) Fixed Rate Notes which are represented by a Global Note; or (b) Fixed Rate Notes which are Australian Domestic Notes. See Conditions 13.5 and 14.8]*

9 (i) Issue Date: [ ]

(ii) Interest Commencement Date: *[Issue Date/Specify other]*

10 Maturity Date: *[Fixed rate - specify date  
Floating rate - specify Interest Payment Date falling in the relevant month and year]*

11 Record Date: *[In the case of payments of interest, the close of business in the place where the relevant Register is maintained on the [ ] calendar day before the Relevant Date for payment or any date so described in the relevant Pricing Supplement.]*

12 Interest Basis: *[Fixed Rate]*  
*[Specify Reference Rate + / - [ ] per cent Floating Rate]*  
*[Zero Coupon]*  
*[Index Linked Interest]*

13 Redemption / Payment Basis: *[Redemption at par]*  
*[Partly Paid]*  
*[Instalment]*  
*[Index Linked Redemption]*  
*[Dual Currency]*

14 Change of Interest or Redemption / Payment Basis: *[Specify details of any provision for change of Notes into another interest or redemption/payment basis]*



15 Put / Call Options: [Investor Put]  
[Issuer Call]  
[Not Applicable]

16 Date of Board approval for borrowing program and issuance of Notes: [ ]

#### PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

17 **Fixed Rate Note Provisions** [Applicable]  
[Not Applicable]

*[If not applicable, delete the remaining sub-paragraphs of this paragraph]*

(i) Fixed Rate[(s)] of Interest: [[ ] percent 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 Additional Financial Centre(s) for the definition of Business Day]/not adjusted]. (Amend as applicable for any long or short coupons.) (Note that the Principal Financial Centre(s) for the Specified Currency are referred in the Condition 36.1).<sup>1</sup>

(iii) Fixed Coupon Amount[(s)]: [Not Applicable]  
[[ ] per Calculation Amount]<sup>2</sup>

(iv) Broken Amount(s): [ ] per Calculation Amount, payable on the Interest Payment Date falling [in / on] [ ].

(v) Day Count Fraction: [Actual/Actual (ICMA)]  
[30/360]  
[specify other]

(vi) Business Day Convention: [Floating Rate Convention]  
[Following Business Day Convention]  
[Modified Following Business Day Convention]  
[Preceding Business Day Convention]

[(adjusted) / (No Adjustment)]

*[Specify unless no adjustment is required in which case "No Adjustment". If nothing is specified Following Business Day Convention applies. Care*

<sup>1</sup> Note that for certain Hong Kong dollar denominated Fixed Rate Notes, the Interest Payment Dates are subject to modification and the following words should be added: "provided that if any Interest Payment Date falls on a day which is not a Business Day, the Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day. For these purposes, "Business Day" means a day, other than a Saturday or Sunday, on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Hong Kong [and [•]]."

<sup>2</sup> For Hong Kong dollar denominated Fixed Rate Notes where the Interest Payment Dates are subject to modification the following wording may be appropriate: "Each Fixed Coupon Amount shall be calculated by applying the Interest Rate to each Calculation Amount, multiplying such sum by the actual number of days in the Interest Period divided by 365 and rounding the resultant figure to the nearest HK\$0.01, HK\$0.005 being rounded upwards."

*should be taken to match the Maturity Date (as well as other key dates) of the Notes with any underlying swap transactions. Since maturity dates do not automatically move with business day conventions under ISDA, it may be necessary to specify "No Adjustment" in relation to the Maturity Date of the Notes to disapply the applicable Business Day Convention.]*

- (vii) Business Centre(s):
- [GBP] London, Sydney, Melbourne  
 [AUD] Sydney, Melbourne  
 [EUR] TARGET, London, Sydney, Melbourne  
 [JPY] Tokyo, Sydney, Melbourne  
 [HKD] Hong Kong, Sydney, Melbourne  
 [SGD] Singapore, Sydney, Melbourne

[Not Applicable/give details]  
 [(Note these are in addition to the Principal Financial Centre(s) for the Specific Currency referred to in the Condition 36.1.)]

- (viii) Calculation Agent: [ ]
- (ix) Party responsible for calculating the Interest Rate (if not the Calculation Agent): [ ]

18

# **Floating Rate Note Provisions**

[Applicable]  
 [Not Applicable]

*[If not applicable, delete the remaining sub-paragraphs of this paragraph]*

- (i) Interest Period(s) / Interest Payment Date(s) / Specified Period: *[Specify dates (or if the applicable Business Day Convention is the Floating Rate Note Convention) applicable number of months.]*

- (ii) Business Day Convention:
- [Floating Rate Convention]  
 [Following Business Day Convention]  
 [Modified Following Business Day Convention]  
 [Preceding Business Day Convention]  
 [(adjusted) / (No Adjustment)]

*[Specify unless no adjustment is required in which case "No Adjustment". If nothing is specified Following Business Day Convention applies. Care should be taken to match the Maturity Date (as well as other key dates) of the Notes with any underlying swap transactions. Since maturity dates do not automatically move with business day conventions under ISDA, it may be necessary to specify "No Adjustment" in relation to the Maturity Date of the Notes to disapply the applicable Business Day Convention.]*

- (iii) Additional Financial Centre(s):
- [GBP] London, Sydney, Melbourne  
 [AUD] Sydney, Melbourne  
 [EUR] T2, London, Sydney, Melbourne  
 [JPY] Tokyo, Sydney, Melbourne  
 [HKD] Hong Kong, Sydney, Melbourne

- [SGD] Singapore, Sydney, Melbourne
- [Not Applicable/*give details*]  
(Note these are in addition to the Principal Financial Centre(s) for the Specific Currency referred to in the Condition 36.1.)
- (iv) Manner in which the Rate(s) of Interest is / are to be determined: [Screen Rate Determination]  
[BBSW Rate Determination]  
[AONIA Rate Determination]  
[ISDA Determination]  
[specify other]
- (v) Calculation Agent: [ ]
- (vi) Party responsible for calculating the Interest Rate (if not the Calculation Agent): [ ]
- (vii) Screen Rate Determination (other than BBSW or AONIA):
- Reference Rate: [[ ] month] [EURIBOR]  
  
[[Compounded Daily]  
SONIA]/[[Compounded Daily] SOFR]
  - Representative Amount: [ ]
  - Interest Determination Date(s): [•]/[BBSW/AONIA Interest Determination Date][Second day on which T2 is open prior to the start of each Interest Period (if EURIBOR)]/[The day falling the number of London Banking Days included in the below SONIA Observation Look-Back Period prior to the day on which the relevant Interest Period ends (but which by its definition is excluded from the Interest Period)]/The day falling the number of U.S. Government Securities Business Days included in the below SOFR Observation Shift Period prior to the day on which the relevant Interest Period ends (but which by its definition is excluded from the Interest Period)]  
  
*(Unless otherwise agreed with the Calculation Agent, the Interest Determination Date for Notes cleared through Euroclear/Clearstream, Luxembourg must be at least 5 London Business Days prior to the Interest Payment Date)*
  - [Relevant Screen Page:] [Reuters Page EURIBOR01]  
  
[specify other]  
*(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)*
  - Relevant Financial Centre: [ ]

-	SONIA Observation Method:	[Not Applicable/Lag/Shift]  <i>(Only include for Floating Rate Notes for which the Reference Rate is specified as being "Compounded Daily SONIA")</i>
-	SONIA Observation Look-Back Period:	[5/[•] [London Banking Day[s]]/[Not Applicable]  <i>(N.B. When setting the SONIA Observation Look-Back Period, the practicalities of this period should be discussed with the Principal Paying Agent or the Calculation Agent, as applicable. It is anticipated that '(p)' will be no fewer than 5 London Banking Days unless otherwise agreed with the Principal Paying Agent or the Calculation Agent, as applicable.)</i>  <i>(Only include for Floating Rate Notes for which the Reference Rate is specified as being "Compounded Daily SONIA")</i>
-	Index Determination:	[Applicable]/[Not Applicable]
-	Relevant Time:	[ ]
(viii)	BBSW Rate Determination:	[Applicable/Not Applicable]
(ix)	AONIA Rate Determination:	[Applicable/Not Applicable]
(x)	Benchmark Rate:	[BBSW Rate/AONIA Rate]]
(xi)	ISDA Determination:	[Applicable/Not Applicable]
-	ISDA Definitions:	2021 ISDA Definitions
-	Floating Rate Option:	[ ]
-	Designated Maturity:	[ ]
-	Reset Date:	[ ]
-	Compounding:	[Applicable]/[Not Applicable]
-	Overnight Rate Compounding Method:	[Compounding with Lookback  Lookback: [[•] Applicable Business Days]/[As specified in the Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]]  [Compounding with Observation Period Shift  Observation Period Shift: [[•] Observation Period Shift Business Days]/[As specified in the Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]]  Observation Period Shift Additional Business Days: [•]/[Not Applicable]]  [Compounding with Lockout]

Lockout: [[•] Lockout Period Business Days]/[As specified in the Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]

Lockout Period Business Days: [•]/[Applicable Business Days]

*(N.B. When setting the applicable number of days with reference to the items above (if applicable), the practicalities of such period should be discussed with the Calculation Agent. It is anticipated that the relevant number will be no fewer than 5 such days unless otherwise agreed with the Calculation Agent, as applicable/required.)*

- Averaging: [Applicable/Not Applicable]
- Averaging Method: [Averaging with Lookback]

Lookback: [[[•] Applicable Business Days]/[As specified in the Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]]]

[Averaging with Observation Period Shift]

Observation Period Shift: [[[•] Observation Period Shift Business Days]/[As specified in the Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]]]

Observation Period Shift Additional Business Days: [[•]/[Not Applicable]]

[Averaging with Lockout]

Lockout: [[[•] Lockout Period Business Days]/[As specified in the Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]]]

Lockout Period Business Days: [•]/[Applicable Business Days]

- Index Provisions: [Applicable/Not Applicable]
- Index Method: Compounded Index Method with Observation Period Shift

Observation Period Shift: [[•] Observation Period Shift Business Days]/[As specified in the Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]

Observation Period Shift Additional Business Days: [•]/[Not Applicable]

*(N.B. When setting the applicable number of days with reference to the items above (if applicable), the practicalities of such period should be discussed with the Calculation Agent. It is anticipated that the relevant number*

*will be no fewer than 5 such days unless otherwise agreed with the Calculation Agent, as applicable/required.)*

- (xii) Linear Interpolation: [Not Applicable/Applicable – the Interest Rate for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
- (xiii) Margin(s): [+ / -] [ ] percent per annum
- (xiv) Minimum Interest Rate: [ ] percent per annum
- (xv) Maximum Interest Rate: [ ] percent per annum
- (xvi) Day Count Fraction: [Actual/Actual (ICMA)]  
[Actual/Actual (ISDA)][Actual/Actual]  
[Actual/365 (Fixed)]  
[Actual/365 (Sterling)]  
[Actual/360]  
[30/360]  
[360/360]  
[Bond Basis]  
[30E/360]  
[Eurobond Basis]  
[RBA Bond Basis]  
[Australian Bond Basis]  
[30E/360 (ISDA)]  
[Other]
- (xvii) Fallback provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: [ ]
- (xviii) Interest Amounts Non-Adjusted: [Applicable/Not Applicable]

19

**Zero Coupon Note Provisions**

- [Applicable]  
[Not Applicable]
- [If not applicable, delete the remaining sub-paragraph of this paragraph]*
- (i) [Amortisation/Accrual] Yield: [ ] percent per annum
- (ii) Reference Price: *[Consider whether it is necessary to specify a Day Count Fraction for the purposes of Condition 18.5 (“Calculation of Early Redemption Amounts”)]*
- (iii) Any other formula/basis of determining amount payable: [ ]
- (iv) Business Centre(s): [ ]
- (v) Business Day Convention: [Floating Rate Convention]  
[Following Business Day Convention]  
[Modified Following Business Day Convention]  
[Preceding Business Day Convention]  
  
[(adjusted) / (No Adjustment)]  
  
*[Specify unless no adjustment is required in which case “No Adjustment”. If nothing is specified Following Business Day Convention applies. Care should be taken to match the Maturity*

**Index Linked Interest Note Provisions**

*Date (as well as other key dates) of the Notes with any underlying swap transactions. Since maturity dates do not automatically move with business day conventions under ISDA, it may be necessary to specify "No Adjustment" in relation to the Maturity Date of the Notes to disapply the applicable Business Day Convention.]*

[Applicable]  
[Not Applicable]

*[If not applicable, delete the remaining sub-paragraphs of this paragraph]*

- (i) Index/Formula/other variable: [ ]
- (ii) Calculation Agent responsible for calculating the interest due (name and address): [ ]
- (iii) Provisions for determining Coupon where calculated by reference to Index and/or Formula and/or other variable: [ ]
- (iv) Provisions for determining Coupon where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: [ ]  
[Need to include a description of market disruption or settlement disruption events and adjustment provisions]
- (v) Specified Period(s)/Specified Interest Payment Dates: [ ]
- (vi) Business Day Convention: [Floating Rate Convention]  
[Following Business Day Convention]  
[Modified Following Business Day Convention]  
[Preceding Business Day Convention]  
  
[(adjusted) / (No Adjustment)]  
  
[Specify unless no adjustment is required in which case "No Adjustment". If nothing is specified Following Business Day Convention applies. Care should be taken to match the Maturity Date (as well as other key dates) of the Notes with any underlying swap transactions. Since maturity dates do not automatically move with business day conventions under ISDA, it may be necessary to specify "No Adjustment" in relation to the Maturity Date of the Notes to disapply the applicable Business Day Convention.]
- (vii) Minimum Interest Rate: [ ] percent per annum
- (viii) Maximum Interest Rate: [ ] percent per annum
- (ix) Day Count Fraction: [Actual/Actual (ICMA)]  
[Actual/Actual (ISDA)]  
[Actual/365 (Fixed)]  
[Actual/360]  
[30/360]  
[360/360]  
[Bond Basis]  
[30E/360]  
[Eurobond Basis]

		[RBA Bond Basis] [Australian Bond Basis] [NZ Govt Bond Basis]
	(x) Interest Amounts Non-Adjusted:	[Applicable/Not Applicable]
21	<b>Dual Currency Note Provisions</b>	[Applicable] [Not Applicable]  <i>[If not applicable, delete the remaining sub-paragraphs of this paragraph]</i>
	(i) Rate of exchange/method of calculating Rate of exchange:	[ ]
	(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/Currencies is/are payable:	[ ]
	(v) Business Day Convention:	[Floating Rate Convention] [Following Business Day Convention] [Modified Following Business Day Convention] [Preceding Business Day Convention]  [(adjusted) / (No Adjustment)]  <i>[Specify unless No Adjustment is required in which case "No Adjustment". If nothing is specified Following Business Day Convention applies. Care should be taken to match the Maturity Date (as well as other key dates) of the Notes with any underlying swap transactions. Since maturity dates do not automatically move with business day conventions under ISDA, it may be necessary to specify "No Adjustment" in relation to the Maturity Date of the Notes to disapply the applicable Business Day Convention.]</i>
	(vi) Day Count Fraction:	[Actual/Actual (ICMA)] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30/360] [360/360] [Bond Basis] [30E/360] [Eurobond Basis] [RBA Bond Basis] [Australian Bond Basis] [NZ Govt Bond Basis]

#### PROVISIONS RELATING TO REDEMPTION

22	<b>Issuer Call Option</b>	[Applicable] [Not Applicable]  <i>[If not applicable, delete the remaining sub-paragraphs of this paragraph]</i>
----	---------------------------	---



- (i) Early Redemption Date(s) (Call): []
- (ii) Early Redemption Amount(s) (Call) and method, if any, of calculation of such amount(s): [] per Calculation Amount
- [N.B. Consideration to be given to the calculation of the Early Redemption Amount (Call). It is likely to be based upon a make-whole amount which would be calculated in accordance with a formula that will need to be detailed on a case by case basis for each Series as specified in the applicable Pricing Supplement, having regard to the present value on the Early Redemption Date (Call) of the principal amount of the Notes and scheduled or anticipated interest on the Notes up to and including the original Maturity Date. The present value would be calculated by reference to a discount and Benchmark Rate, details of which to be attached as an annex to the applicable Pricing Supplement.]*
- (iii) If redeemable in part:
- (A) Minimum Redemption Amount: [] per Calculation Amount
- (B) Maximum Redemption Amount: [] per Calculation Amount

23 **Investor Put Option** [Applicable]  
[Not Applicable]

- (i) Early Redemption Date(s) (Put): []
- (ii) Early Redemption Amount(s) (Put) and method, if any, of calculation of such amount(s): [] per Calculation Amount

24 **Final Redemption Amount** []

25 **Early Redemption Amount (Tax)** [Calculation Amount]  
[[ ] per Calculation Amount]

Early Redemption Amount payable on redemption for taxation reasons and / or the method of calculating the same (if required or if different from that set out in the Conditions):

*[If early redemption is variable linked (e.g. index linked) then additional information needs to be added to this section.]*

26 **Early Termination Amount** [specify if any]

27 **Clean-up Condition** [Applicable]/[Not Applicable]

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

- 28 (i) **Form of Notes:** [Bearer Notes]  
[Registered Euro/CMU Notes (in certificated registered form)]  
[Australian Domestic Notes (in uncertificated registered form)]:
- [Temporary Global Notes exchangeable for a Permanent Global Notes which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Notes]

		[Temporary Global Note exchangeable for Definitive Notes on [ ] days' notice]
		[Permanent Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]
		[Global Certificate exchangeable for Certificates in definitive form in the limited circumstances described in the Global Certificate.]
	(ii) If certificated, name and address of Registrar or other entity:	[ ]
29	Additional Financial Centre(s) or other special provisions relating to payment dates:	[Not Applicable] [ ]
30	Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):	[Yes and [ ]] [No]
31	Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment:	[Not Applicable] [ ]
32	Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made:	[Not Applicable] [ ]
33	Consolidation provisions:	[Not applicable] [The provisions [in Condition 31 ("Further issues") apply]
34	Relevant Benchmark[s]	[[reference rate] is provided by [administrator legal name]].
35	Name and address of Dealer:	[Not Applicable] [ ]
36	Governing law:	[English law] [Australian Capital Territory law]
37	Other Pricing Supplement or special conditions:	[ ]

#### OTHER INFORMATION

38	Public Offer Test Compliant:	It is the Issuer's intention that these Notes will be issued in a manner which will seek to satisfy the Public Offer Test
39	Managers / Dealers:	
	(i) If syndicated, names of Managers:	[Not Applicable / <i>[insert names]</i> ]
	(ii) Stabilising Manager:	[Not Applicable / <i>[insert name]</i> ]
	(iii) If non-syndicated, name of relevant Dealer:	[Not Applicable / <i>[insert name]</i> ]

## Operational information:

ISIN Code: ☐

Common Code: ☐

CMU Instrument Number: ☐

Austraclear identification number: ☐

Legal Entity Identifier ("LEI"): ☐

Any clearing system(s) other than Euroclear, Clearstream, Luxembourg, the CMU or Austraclear and the relevant identification number(s): ☐ [Not Applicable]/[ ]

Delivery: ☐ Delivery [against / free of] payment

Initial Agent's name and address: ☐ Euro Fiscal Agent, Paying Agent and Transfer Agent  
Deutsche Bank AG, London Branch  
Debt & Agency Services  
21 Moorfields,  
London, EC2Y 9DB, United Kingdom

☐ Euro Registrar  
Deutsche Bank Luxembourg S.A.  
2 Boulevard Konrad Adenauer, L-1115 Luxembourg

☐ CMU Lodging and Paying Agent, CMU Registrar  
and CMU Transfer Agent  
Deutsche Bank AG, Hong Kong Branch  
Level 60, International Commerce Centre, 1 Austin  
Road West, Kowloon, Hong Kong

Other Principal Paying Agent (if any): ☐

Additional Agent(s) names and addresses (if any): ☐

In the case of [Registered Euro/CMU Notes] / [Australian Domestic Notes]: ☐ of [ ]

[Euro / CMU / Australian] Registrar: ☐

Credit Ratings: ☐ [Not applicable]/[The Notes are expected to be rated [●] by [●]]

*A credit rating is not a recommendation to buy, sell or hold Notes and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.*

*Credit ratings are for distribution only to a person who is (a) not a "retail client" within the meaning of section 761 G of the Corporations Act and is also a person in respect of whom disclosure is not required under Parts 60.2 or 7.9 of the Corporations Act, and (b) otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Pricing Supplement and anyone who receives this Pricing Supplement must not distribute it to any person who is not entitled to receive it.*

41	(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 it is deploying its own balance sheet 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 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.] / [Not Applicable]
42	(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]
43	(iii) Marketing and Investor Targeting Strategy	[As indicated in the Offering Circular] OR [Describe if different from the programme Offering Circular]

### THIRD PARTY INFORMATION

[[**Relevant third party information**] has been extracted from [**specify source**]. [Telstra Group Limited (as Issuer) confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [**specify source**], no facts have been omitted which would render the reproduced information inaccurate or misleading.]]

Signed on behalf of Telstra Group Limited (as Issuer):

By: .....  
Duly authorised officer

## General information

### Authorisations

The issuance of this Offering Circular was approved on 25 August 2025, and the issue of Notes from the date of this Offering Circular was approved on 25 August 2025 in each case by the Corporate Treasurer of the Issuer acting pursuant to powers delegated to them by the board of directors of the Issuer.

### Listing

Approval in-principle has been obtained from the SGX-ST in connection with the Program and application will be made to the SGX-ST for approval to deal in, and for the listing and quotation of any Notes that may be issued pursuant to the Program which are agreed at or prior to the time of issue thereof to be so listed on the official list of the SGX-ST. There is no assurance that any application to the SGX-ST for the listing and quotation of the Notes of any Series will be approved. The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained herein. The approval in-principle from SGX-ST, admission to the official list of the SGX-ST, and the listing and quotation of any Notes on the SGX-ST are not to be taken as an indication of the merits of the Issuer, any Guarantor, or their subsidiaries and/or associated companies (if any), the Program or the Notes. Unlisted Notes may be issued under the Program.

If the application to the SGX-ST to list a particular Series of Notes is approved, for so long as such Notes are listed on the SGX-ST and the rules of the SGX-ST so require, such Notes will be traded on the SGX-ST in a minimum board lot size of at least S\$200,000 (or its equivalent in other currencies).

So long as any Notes are listed on the SGX-ST and the rules of the SGX-ST so require, the Issuer shall appoint and maintain a paying agent in Singapore where the Notes may be presented or surrendered for payment or redemption in the event that a Note in global form representing the Notes is exchanged for Notes in definitive form. In addition, in the event that a Note in global form representing the Notes is exchanged for Notes in definitive form, announcement of such exchange shall be made through the SGX-ST and such announcement will include all material information with respect to the delivery of the Notes in definitive form, including details of the paying agent in Singapore.

It is expected that each Series of Notes which is to be admitted to the Official List of the SGX-ST and to trading on the SGX-ST will be admitted separately as and when issued, subject only to the issue of a Global Note or Notes initially representing the Notes of such Series.

Application may also be made for Notes issued under the Program to be listed on the Australian securities exchange operated by ASX and any other stock exchange on which Notes may be listed from time to time as specified in the relevant Pricing Supplement. Unlisted Notes may also be issued under the Program. The relevant Pricing Supplement in respect of the issue of any Notes will specify whether or not those Notes will be listed on a stock exchange and on which stock exchange, if any, the Notes are to be listed. It is expected that, if listed, a particular Tranche of Notes will only be listed on one stock exchange as specified in the relevant Pricing Supplement.

### Clearing of the Notes

The Notes (other than Australian Domestic Notes) have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate common code and the International Securities Identification Number in relation to the Notes of each Series will be specified in the Pricing Supplement relating thereto. The Issuer may also apply to have the Notes accepted for clearance through the CMU. The relevant CMU instrument number will be specified in the relevant Pricing Supplement.

The relevant Pricing Supplement shall specify any other clearing system as shall have accepted the relevant Notes for clearance together with any further appropriate information.

### US selling restrictions

Notes that are treated as issued in bearer form for U.S. tax purposes (other than Temporary Global Notes and Australian Domestic Notes) and any Coupon appertaining thereto will bear a legend substantially to the following effect: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code." The sections referred to in such legend provide that a United States person who holds a bearer Note or Coupon will generally not be allowed to deduct any loss realised on the sale, exchange or redemption of such bearer Note or Coupon and any gain (which might otherwise be characterised as capital gain) recognised on such sale, exchange or redemption will be treated as ordinary income. For more information see "*Sale and subscription - Selling Restrictions - United States of America*" on pages 161 to 162 inclusive of this Offering Circular.

## Settlement arrangements

Settlement arrangements will be agreed between the Issuer, the relevant Dealer(s) and the Euro Fiscal Agent (if relevant) in relation to each Tranche of Notes.

## Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a “foreign financial institution” may be required to withhold on certain payments it makes (“foreign passthru payments”) to persons that fail to meet certain certification, reporting, or related requirements.

A number of jurisdictions (including Australia) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (“IGAs”), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. A foreign financial institution resident in an IGA jurisdiction must comply with specific due diligence procedures. In general, these procedures seek to identify its account holders and provide the U.S. Internal Revenue Service (directly or indirectly) with information on financial accounts held by U.S. persons and recalcitrant account holders. Consequently, Noteholders may be requested to provide certain information and certifications to any financial institutions through which payments on the Notes are made.

Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding is not expected to apply until the date that is two years after the date on which final regulations defining “foreign passthru payments” are published in the U.S. Federal Register. In addition, Notes treated as debt for U.S. federal income tax purposes and issued on or prior to the date that is six months after the date on which final regulations defining “foreign passthru payments” are filed with the U.S. Federal Register generally would be “grandfathered” for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the Issuer). However, if additional Notes (as described under Condition 31 (“Further issues”)) that are treated as debt for U.S. federal income tax purposes and are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period, then withholding agents may – if such additional Notes are subject to withholding under FATCA – treat both the additional Notes and such previously issued Notes offered prior to the expiration of the grandfathering period as subject to withholding under FATCA. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, pursuant to the Conditions of the Notes the Issuer will not be required to pay additional amounts as a result of the withholding.

## FATCA withholding and the ICSDs

Whilst the Notes are in global form and held within the Euroclear Bank SA/NV or Clearstream Banking S.A. (together, the “ICSDs”), it is expected that FATCA will not affect the amount of any payments made under, or in respect of, the Notes by the Issuer, any paying agent and the Common Depositary, given that each of the entities in the payment chain between the Issuer and the participants in the ICSDs is a major financial institution whose business is dependent on compliance with FATCA and that any alternative approach introduced under an IGA will be unlikely to affect the securities. The documentation expressly contemplates the possibility that the securities may go into definitive form and therefore that they may be taken out of the ICSDs. If this were to happen, then a non-FATCA compliant holder could be subject to withholding. However, definitive Notes will only be printed in remote circumstances.

## Common Reporting Standard

The OECD Common Reporting Standard for Automatic Exchange of Financial Account Information (“CRS”) requires certain financial institutions to report information regarding certain accounts (which may include the Notes) to their local tax authority and follow related due diligence procedures. Noteholders may be requested to provide certain information and certifications to ensure compliance with the CRS. A jurisdiction that has signed a CRS Competent Authority Agreement (“Agreement”) may provide this information to other jurisdictions that have signed the Agreement. Australia has concluded such Agreements with a number of jurisdictions.

## The proposed EU financial transactions tax (“FTT”)

On 14 February 2013, the European Commission published a proposal for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (“Participating Member States”). However, Estonia has since stated that it will not participate.

The proposed FTT has very broad scope and could, if introduced in its current form, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

Under current proposals, the FTT could apply in certain circumstances to persons both within and outside of the Participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a Participating Member State. A financial institution may be, or be deemed to be, “established” in a Participating Member State in a broad range of circumstances, including: (a) by transacting with a person established in a Participating Member State; or (b) where the financial instrument which is subject to the dealings is issued in a Participating Member State.

However, the FTT proposal remains subject to negotiation between Participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

### **Updated Telstra Group Limited Foreign Ownership Regulations**

The Issuer’s constitution contains provisions designed to enable it to monitor and enforce its restrictions on certain foreign ownership stakes in the Issuer under the Telstra Corporation Act 1991 of Australia. Following the adoption of our new constitution, the Issuer released an updated version of Telstra’s Foreign Ownership Regulations.

### **Program documents**

For as long as the Program remains in effect or any Notes are outstanding, copies of the following documents may be inspected during normal business hours at the specified office of the Euro Fiscal Agent, the CMU Lodging and Paying Agent, the Euro Registrar, the Australian Registrar and from the principal office of the Issuer, namely:

- (a) the constitution of the Issuer;
- (b) the current Offering Circular together with any amendments;
- (d) each Deed of Covenant;
- (e) the Euro Fiscal Agency Agreement;
- (f) the Dealer Agreement;
- (g) the Australian Registry Services Agreement;
- (h) the Australian Note Deed Poll;
- (i) the Guarantee;
- (k) each Pricing Supplement; and
- (l) any documents incorporated into this Offering Circular by reference (see “*Documents Incorporated by Reference*” on page 11 of this Offering Circular).

### **Other issuance under the Program**

The Dealer Agreement provides that Telstra Group Limited may issue Notes in a form not contemplated by this Offering Circular.

## **ISSUER**

Telstra Group Limited

### **PRINCIPAL OFFICE OF THE ISSUER**

Level 41  
Telstra Group Limited  
242 Exhibition Street  
Melbourne Victoria 3000  
Australia  
Tel: +61 (0) 3 9634 4000

### **REGISTERED OFFICE OF THE ISSUER**

Level 41  
Telstra Group Limited  
242 Exhibition Street  
Melbourne Victoria 3000  
Australia  
Tel: +61 (0) 3 9634 4000

## **GUARANTORS**

Telstra Corporation Limited and Telstra Limited

c/- Telstra Group Limited  
242 Exhibition Street  
Melbourne Victoria 3000  
Australia  
Tel: +61 (0) 3 9634 4000

## **ARRANGER**

BNP PARIBAS  
16, boulevard des Italiens  
75009 Paris  
France

## **INDEPENDENT AUDITORS OF THE ISSUER**

Deloitte  
Level 31, 477 Collins Street  
Melbourne Victoria 3000  
Australia

### **EURO FISCAL AGENT, PAYING AGENT AND TRANSFER AGENT**

Deutsche Bank AG, London Branch  
Debt & Agency Services  
21 Moorfields,  
London, EC2Y 9DB  
United Kingdom

### **EURO REGISTRAR**

Deutsche Bank Luxembourg S.A.  
2 Boulevard Konrad Adenauer  
L-1115  
Luxembourg

### **CMU LODGING AND PAYING AGENT, CMU REGISTRAR AND CMU TRANSFER AGENT**

Deutsche Bank AG, Hong  
Kong Branch  
Level 60, International  
Commerce Centre, 1 Austin  
Road West, Kowloon, Hong  
Kong

## **AUSTRALIAN REGISTRAR**

Austraclear Services Limited  
20 Bridge Street  
Sydney NSW 2000  
Australia



## LEGAL ADVISERS

*to the Issuer as to Australian, English and Hong Kong law*

King & Wood Mallesons  
Level 27 Collins Arch  
447 Collins Street  
Melbourne Victoria 3000  
Australia

King & Wood Mallesons  
8 Marina View  
#36-01  
Asia Square Tower 1  
Singapore 018960

King & Wood Mallesons  
13/F Gloucester Tower  
The Landmark  
15 Queen's Road Central  
Hong Kong

*to the Arranger  
as to English and Australian law*

Clifford Chance  
27th Floor  
Jardine House  
One Connaught Place  
Hong Kong

*to the Issuer  
as to Canadian law*

Stikeman Elliott (London) LLP  
36 Cornhill  
London EC3V 3NG  
United Kingdom

*to the Issuer  
as to Japanese law*

Anderson Mori & Tomotsune  
Otemachi Park Building  
1-1-1 Otemachi  
Chiyoda-ku  
Tokyo  
100-8136  
Japan

*to the Issuer  
as to Singapore law*

WongPartnership LLP  
12 Marina Boulevard Level 28  
Marina Bay Financial Centre Tower 3  
Singapore 018982  
Singapore

*to the Issuer  
as to United States law*

Sullivan & Cromwell  
Level 20  
101 Collins Street  
Melbourne Victoria 3000  
Australia