IT'S HOW WE CONNECT

18 April 2016

Office of the Company Secretary

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AUSTRALIA

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The Manager

Market Announcements Office
Australian Securities Exchange
4th Floor, 20 Bridge Street
SYDNEY NSW 2000

ELECTRONIC LODGEMENT

Dear Sir or Madam

Appendix 3B – Application for Quotation of Debt Securities

Attached is an Appendix 3B in relation to the EUR750,000,000 1.125% Notes due 14 April 2026.

Yours faithfully

Damien Coleman
Company Secretary

This announcement does not constitute an offer to sell, or the solicitation of an offer to buy, securities in the United States. The securities referred to in this announcement have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of any state or other jurisdiction of the United States, and may not be offered, sold or resold in the United States or to, or for the account or benefit of, any "U.S. Person" (as defined in Regulation S under the Securities Act) absent registration or an applicable exemption from the registration requirements under the Securities Act.

Rule 2.7, 3.10.3, 3.10.4, 3.10.5

Appendix 3B

New issue announcement, application for quotation of additional securities and agreement

Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.

Introduced 01/07/96 Origin: Appendix 5 Amended 01/07/98, 01/09/99, 01/07/00, 30/09/01, 11/03/02, 01/01/03, 24/10/05, 01/08/12, 04/03/13

Name of entity

Telstra Corporation Limited

ABN

33 051 775 556

We (the entity) give ASX the following information.

Part 1 - All issues

You must complete the relevant sections (attach sheets if there is not enough space).

1	+Class of +securities issued or to be issued	EUR 750,000,000 1.125% Notes which are direct, unsecured and unsubordinated obligations of the Issuer due 14 April 2026 to be issued on 14 April 2016
2	Number of +securities issued or to be issued (if known) or maximum number which may be issued	7,500 (ie Notes with a minimum denomination of EUR 100,000)
3	Principal terms of the +securities (e.g. if options, exercise price and expiry date; if partly paid +securities, the amount outstanding and due dates for payment; if +convertible securities, the conversion price and dates for conversion)	See the Offering Circular dated 16 March 2016, and the Pricing Supplement dated 12 April 2016

+ See chapter 19 for defined terms.

4	Do the +securities rank equally in all respects from the +issue date with an existing +class of quoted +securities? If the additional +securities do not rank equally, please state: • the date from which they do • the extent to which they participate for the next dividend, (in the case of a trust, distribution) or interest payment • the extent to which they do not rank equally, other than in relation to the next dividend, distribution or interest payment	N/A
5	Issue price or consideration	EUR 99.363 per EUR 100 of Principal Amount
6	Purpose of the issue (If issued as consideration for the acquisition of assets, clearly identify those assets)	General corporate purposes
6a	Is the entity an +eligible entity that has obtained security holder approval under rule 7.1A? If Yes, complete sections 6b – 6h *in relation to the +securities the subject of this Appendix 3B*, and comply with section 6i	N/A
6b	The date the security holder resolution under rule 7.1A was passed	N/A
6c	Number of +securities issued without security holder approval under rule 7.1	N/A

+ See chapter 19 for defined terms.

6d	Number of +securities issued with security holder approval under rule 7.1A	N/A
6e	Number of +securities issued with security holder approval under rule 7.3, or another specific security holder approval (specify date of meeting)	N/A
6f	Number of +securities issued under an exception in rule 7.2	N/A
6g	If +securities issued under rule 7.1A, was issue price at least 75% of 15 day VWAP as calculated under rule 7.1A.3? Include the +issue date and both values. Include the source of the VWAP calculation.	N/A
6h	If +securities were issued under rule 7.1A for non-cash consideration, state date on which valuation of consideration was released to ASX Market Announcements	N/A
6i	Calculate the entity's remaining issue capacity under rule 7.1 and rule 7.1A – complete Annexure 1 and release to ASX Market Announcements	N/A
7	+Issue dates Note: The issue date may be prescribed by ASX (refer to the definition of issue date in rule 19.12). For example, the issue date for a pro rata entitlement issue must comply with the applicable timetable in Appendix 7A. Cross reference: item 33 of Appendix 3B.	14 April 2016

		Number	+Class
8	Number and +class of all +securities quoted on ASX (*including* the +securities in section 2 if applicable)	12,225,655,836	Ordinary shares

+ See chapter 19 for defined terms.

		Number	+Class
9	Number and +class of all +securities not quoted on ASX (*including* the +securities in section 2 if applicable)	8,682,925 (See also table below)	Performance Rights over Ordinary Shares issued pursuant to Telstra's equity incentive plans (See also table below)

Number	+Class
AUD 100,000,000	7% Fixed rate notes due 2 August 2016
AUD 275,000,000	BBSW+0.65% Floating rate notes due 1 December 2016
AUD 750,000,000	4% Fixed rate notes due 15 November 2017
AUD 500,000,000	4.5% Fixed rate notes due 13 November 2018
AUD 500,000,000	7.75% Fixed rate notes due 15 July 2020
AUD 500,000,000	4% Fixed rate notes due 16 September 2022
NZD 100,000,000	7.515% Fixed rate notes due 11 July 2017
USD 1,000,000,000	4.8% Fixed rate notes due 12 October 2021
USD 1,000,000,000	3.125% Fixed rate notes due 7 April 2025
EUR 1,000,000,000	4.75% Fixed rate notes due 21 March 2017
EUR 1,000,000,000	4.25% Fixed rate notes due 23 March 2020
EUR 500,000,000	3.63% Fixed rate notes due 15 March 2021
EUR 750,000,000	3.75% Fixed rate notes due 16 May 2022
EUR 1,000,000,000	3.5% Fixed rate notes due 21 September 2022
EUR 1,000,000,000	2.5% Fixed rate notes due 15 September 2023
CHF 225,000,000	1.75% Fixed rate notes due 14 December 2018
AUD 10,000,000	7.5% Fixed rate private placement due 15 March 2017
AUD 5,000,000	9% Fixed rate private placement due 15 September 2017
AUD 19,000,000	10.5% Fixed rate private placement due 15 December 2017
AUD 10,000,000	9% Fixed rate private placement due 15 September 2018
AUD 10,000,000	9% Fixed rate private placement due 15 September 2019
AUD 32,000,000	12.5% Fixed rate private placement due 15 January 2020
AUD 15,000,000	10.5% Fixed rate private placement due 15 January 2020
AUD 3,000,000	8.75% Fixed rate private placement due 15 January 2020
AUD 35,000,000	5.5% Fixed rate private placement due 15 October 2020
JPY 20,000,000,000	3.38% Fixed rate private placement due 10 May 2016
JPY 3,000,000,000	2.505% Fixed rate private placement due 8 June 2016
HKD 330,000,000	4.02% Fixed rate private placement due 10 July 2020
JPY 5,000,000,000	1.67% Fixed rate private placement due 9 December 2020
AUD 140,000,000	6.08% Fixed rate private placement due 25 May 2022
AUD 50,000,000	6.93% Fixed rate private placement due 19 December 2023
EUR 75,000,000	4.01% Fixed rate private placement due 20 December 2023
JPY 5,000,000,000	1.28% Fixed rate private placement due 24 July 2024

10	Dividend policy (in the case of a trust, distribution policy) on the increased capital (interests)	N/A

Part 2 - Pro rata issue

+ See chapter 19 for defined terms.

11	Is security holder approval required?	N/A
12	Is the issue renounceable or non-renounceable?	N/A
13	Ratio in which the +securities will be offered	N/A
14	+Class of +securities to which the offer relates	N/A
15	+Record date to determine entitlements	N/A
16	Will holdings on different registers (or subregisters) be aggregated for calculating entitlements?	N/A
17	Policy for deciding entitlements in relation to fractions	N/A
18	Names of countries in which the entity has security holders who will not be sent new offer documents Note: Security holders must be told how their entitlements are to be dealt with. Cross reference: rule 7.7.	N/A
19	Closing date for receipt of acceptances or renunciations	N/A
20	Names of any underwriters	N/A
21	Amount of any underwriting fee or commission	N/A
22	Names of any brokers to the issue	N/A
23	Fee or commission payable to the broker to the issue	N/A

+ See chapter 19 for defined terms.

24	Amount of any handling fee payable to brokers who lodge acceptances or renunciations on behalf of security holders	N/A
25	If the issue is contingent on security holders' approval, the date of the meeting	N/A
26	Date entitlement and acceptance form and offer documents will be sent to persons entitled	N/A
27	If the entity has issued options, and the terms entitle option holders to participate on exercise, the date on which notices will be sent to option holders	N/A
28	Date rights trading will begin (if applicable)	N/A
29	Date rights trading will end (if applicable)	N/A
30	How do security holders sell their entitlements *in full* through a broker?	N/A
31	How do security holders sell *part* of their entitlements through a broker and accept for the balance?	N/A
32	How do security holders dispose of their entitlements (except by sale through a broker)?	N/A
33	+Issue date	N/A

Part 3 - Quotation of securities

You need only complete this section if you are applying for quotation of securities

34 Type of +securities
(*tick one*)

+ See chapter 19 for defined terms.

(a) ☒ +Securities described in Part 1

(b) ☐ All other +securities

Example: restricted securities at the end of the escrowed period, partly paid securities that become fully paid, employee incentive share securities when restriction ends, securities issued on expiry or conversion of convertible securities

Entities that have ticked box 34(a)

Additional securities forming a new class of securities

Tick to indicate you are providing the information or documents

35 ☐ If the +securities are +equity securities, the names of the 20 largest holders of the additional +securities, and the number and percentage of additional +securities held by those holders

36 ☐ If the +securities are +equity securities, a distribution schedule of the additional +securities setting out the number of holders in the categories
1 - 1,000
1,001 - 5,000
5,001 - 10,000
10,001 - 100,000
100,001 and over

37 ☐ A copy of any trust deed for the additional +securities

+ See chapter 19 for defined terms.

Entities that have ticked box 34(b)

38	Number of +securities for which +quotation is sought	
39	+Class of +securities for which quotation is sought	
40	Do the +securities rank equally in all respects from the +issue date with an existing +class of quoted +securities? If the additional +securities do not rank equally, please state: • the date from which they do • the extent to which they participate for the next dividend, (in the case of a trust, distribution) or interest payment • the extent to which they do not rank equally, other than in relation to the next dividend, distribution or interest payment	
41	Reason for request for quotation now Example: In the case of restricted securities, end of restriction period (if issued upon conversion of another +security, clearly identify that other +security)	

42	Number and +class of all +securities quoted on ASX (*including* the +securities in clause 38)	Number	+Class

+ See chapter 19 for defined terms.

Quotation agreement

1 +Quotation of our additional +securities is in ASX's absolute discretion. ASX may quote the +securities on any conditions it decides.

2 We warrant the following to ASX.

- The issue of the +securities to be quoted complies with the law and is not for an illegal purpose.
- There is no reason why those +securities should not be granted +quotation.
- An offer of the +securities for sale within 12 months after their issue will not require disclosure under section 707(3) or section 1012C(6) of the Corporations Act.

  Note: An entity may need to obtain appropriate warranties from subscribers for the securities in order to be able to give this warranty
- Section 724 or section 1016E of the Corporations Act does not apply to any applications received by us in relation to any +securities to be quoted and that no-one has any right to return any +securities to be quoted under sections 737, 738 or 1016F of the Corporations Act at the time that we request that the +securities be quoted.
- If we are a trust, we warrant that no person has the right to return the +securities to be quoted under section 1019B of the Corporations Act at the time that we request that the +securities be quoted.

3 We will indemnify ASX to the fullest extent permitted by law in respect of any claim, action or expense arising from or connected with any breach of the warranties in this agreement.

4 We give ASX the information and documents required by this form. If any information or document is not available now, we will give it to ASX before +quotation of the +securities begins. We acknowledge that ASX is relying on the information and documents. We warrant that they are (will be) true and complete.

Sign here: ..... Date: 18 April 2016

(~~Director~~/Company secretary)

Print name: Damien Coleman

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+ See chapter 19 for defined terms.

Appendix 3B – Annexure 1

Calculation of placement capacity under rule 7.1 and rule 7.1A for eligible entities

Introduced 01/08/12 Amended 04/03/13

Part 1

Rule 7.1 – Issues exceeding 15% of capital	
Step 1: Calculate "A", the base figure from which the placement capacity is calculated	
Insert number of fully paid +ordinary securities on issue 12 months before the +issue date or date of agreement to issue	N/A
Add the following: • Number of fully paid +ordinary securities issued in that 12 month period under an exception in rule 7.2 • Number of fully paid +ordinary securities issued in that 12 month period with shareholder approval • Number of partly paid +ordinary securities that became fully paid in that 12 month period *Note:* • *Include only ordinary securities here – other classes of equity securities cannot be added* • *Include here (if applicable) the securities the subject of the Appendix 3B to which this form is annexed* • *It may be useful to set out issues of securities on different dates as separate line items*	N/A
Subtract the number of fully paid +ordinary securities cancelled during that 12 month period	N/A
"A"	N/A

+ See chapter 19 for defined terms.

Step 2: Calculate 15% of "A"	
"B"	0.15 *[Note: this value cannot be changed]*
Multiply "A" by 0.15	N/A
Step 3: Calculate "C", the amount of placement capacity under rule 7.1 that has already been used	
Insert number of +equity securities issued or agreed to be issued in that 12 month period *not counting* those issued: • Under an exception in rule 7.2 • Under rule 7.1A • With security holder approval under rule 7.1 or rule 7.4 *Note:* • *This applies to equity securities, unless specifically excluded – not just ordinary securities* • *Include here (if applicable) the securities the subject of the Appendix 3B to which this form is annexed* • *It may be useful to set out issues of securities on different dates as separate line items*	N/A
"C"	N/A
Step 4: Subtract "C" from ["A" x "B"] to calculate remaining placement capacity under rule 7.1	
"A" x 0.15 *Note: number must be same as shown in Step 2*	N/A
Subtract "C" *Note: number must be same as shown in Step 3*	N/A
Total ["A" x 0.15] – "C"	N/A *[Note: this is the remaining placement capacity under rule 7.1]*

+ See chapter 19 for defined terms.

Part 2

Rule 7.1A – Additional placement capacity for eligible entities	
Step 1: Calculate "A", the base figure from which the placement capacity is calculated	
"A" *Note: number must be same as shown in Step 1 of Part 1*	N/A
Step 2: Calculate 10% of "A"	
"D"	0.10 *Note: this value cannot be changed*
Multiply "A" by 0.10	N/A
Step 3: Calculate "E", the amount of placement capacity under rule 7.1A that has already been used	
Insert number of +equity securities issued or agreed to be issued in that 12 month period under rule 7.1A *Notes:* • *This applies to equity securities – not just ordinary securities* • *Include here – if applicable – the securities the subject of the Appendix 3B to which this form is annexed* • *Do not include equity securities issued under rule 7.1 (they must be dealt with in Part 1), or for which specific security holder approval has been obtained* • *It may be useful to set out issues of securities on different dates as separate line items*	N/A
"E"	N/A

+ See chapter 19 for defined terms.

Step 4: Subtract "E" from ["A" x "D"] to calculate remaining placement capacity under rule 7.1A	
"A" x 0.10 *Note: number must be same as shown in Step 2*	N/A
Subtract "E" *Note: number must be same as shown in Step 3*	N/A
Total ["A" x 0.10] – "E"	N/A *Note: this is the remaining placement capacity under rule 7.1A*

+ See chapter 19 for defined terms.

IMPORTANT NOTICE

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YOUR CONFIRMATION: You will only access the Offering Circular on the basis that you have confirmed to Telstra Corporation Limited (**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.

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THE NOTES (AS DEFINED IN THE OFFERING CIRCULAR) HAVE NOT BEEN, AND WILL NOT 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, NOTES MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS.

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OFFERING CIRCULAR

Telstra Corporation Limited

(ABN 33 051 775 556)

(incorporated with limited liability in the Commonwealth of Australia)

€15,000,000,000 Debt Issuance Program

Telstra Corporation 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. This Offering Circular supersedes the Offering Circular dated 12 March 2015 and any previous prospectuses, offering circulars or supplements to it. Any Notes issued on or after the date of this Offering Circular are subject to the provisions set out in it. This Offering Circular does not affect any Notes already issued. The aggregate principal amount of Notes which may be outstanding will not at any time exceed €15,000,000,000 (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).

In relation to any Tranche (as defined under "Overview of the Program"), the final terms 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 109 to 119 inclusive of this Offering Circular.

Application has been made for the listing and quotation of any Notes on the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") which are agreed at 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 a 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 this Offering Circular. The approval in-principle, admission to the Official List and quotation of any Notes on the SGX-ST are not to be taken as an indication of the merits of the Issuer, 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 Pricing Supplement for any Notes to be admitted to the Official List of the SGX-ST will be delivered to the SGX-ST on or before the date of issue of such Notes. 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.

Application may also be made for Notes issued under the Program to be listed on the Australian securities exchange operated by ASX Limited (ABN 98 008 624 691) ("**ASX**") and any other stock exchange (including the debt market operated by NZX Limited) 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.

The Notes have not been, and will not 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 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, Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (see "Sale and subscription" on pages 98 to 107 of this Offering Circular).

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

Arranger

BNP PARIBAS

16 March 2016

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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 8 of this Offering Circular).

The only role of the Arranger, the Fiscal Agent, the CMU Lodging Agent, the Euro/CMU Registrar, the Australian Registrar, and the New Zealand Registrar (each as defined in the "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. BNP Paribas has given and not withdrawn its consent to be named in this Offering Circular as the Arranger. The Fiscal Agent, the CMU Lodging Agent, the Euro/CMU Registrar, the Australian Registrar and the New Zealand Registrar have given and not withdrawn their consent to be named in this Offering Circular as the Fiscal Agent, the CMU Lodging Agent, the Euro/CMU Registrar, the Australian Registrar and the New Zealand 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) 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 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 are honestly held, have been reached after considering all relevant circumstances and are based on reasonable assumptions, there are no other facts in relation to the Issuer or its subsidiaries 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, 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 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 headed "Risk factors" on pages 15 to 25 inclusive of this Offering Circular. The Arranger and the Dealers do not undertake to review the financial condition or affairs of the Issuer 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. 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 Parts 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. 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 Standard & Poor's (Australia) Pty Ltd, Moody's Investors Service Pty Limited and Fitch Australia Pty Ltd.

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 and its subsidiaries 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, 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, TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED BELOW) OR TO ANY PERSON OR ADDRESS IN THE UNITED STATES.

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, 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, 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 headed "Sale and subscription - Summary of Dealer Agreement" on pages 98 to 99 inclusive of this Offering Circular, the Dealers have represented to the Issuer 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 98 to 107 inclusive of this Offering Circular.

In particular:

(a) no prospectus 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;

(b) the Notes have not been and will not be registered under the Securities Act and include Notes in bearer form that are subject to U.S. tax law requirements. The Notes may not be offered, sold, delivered or transferred 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 105 to 107 inclusive of this Offering Circular;

(c) this Offering Circular has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area (each a "**Relevant Member State**") which has implemented Directive 2003/71/EC (and amendments thereto, including Directive 2010/73/EU) ("**Prospectus Directive**") will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Notes. Accordingly, any person making or intending to make an offer in that Relevant Member State of Notes which are the subject of 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, the Dealers or the Agents to publish a prospectus pursuant to Article 3 of the Prospectus Directive;

(d) no action has been taken by the Issuer, 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

(e) 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.

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, 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 Telstra

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 Telstra'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 Telstra, 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 Telstra 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. Telstra 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 Telstra with regard to such forward-looking statements or any change in events, conditions or circumstances on which any such forward-looking statement is based.

Stabilisation

In connection with the issue of any Tranche (as defined in "Overview of the Program" on pages 9 to 14 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 New Zealand and on a market operated outside Australia and New Zealand, 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 the Stabilising

Manager(s)) will undertake stabilisation action. Any stabilisation action, if begun, may be ended at any time. Any stabilisation action or over-allotment must be concluded by the relevant Stabilising Manager(s) (or person(s) acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws 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:

(a) Notes are legal investments for it;

(b) Notes can be used as collateral for various types of borrowing; and

(c) 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

Investors should have (either alone or with the help of a financial adviser) sufficient knowledge and experience in financial and business matters to meaningfully evaluate the merits and risks of investing in the Notes and the information contained, or incorporated by reference, in this Offering Circular and any applicable supplement or Pricing Supplement as well as access to, and knowledge of, appropriate analytical tools to evaluate such merits and risks in the context of their particular circumstances.

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

(a) understand thoroughly the terms and conditions of the relevant Notes and be familiar with the behaviour of financial markets;

(b) 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

(c) 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 who are inexperienced with respect to:

(i) the applicable currencies, redemption or other rights or options; or

(ii) 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 "**N.Z.$**" and "**New Zealand dollars**" are to the lawful currency of New Zealand, references to "**£**" and "**Sterling**" are to the lawful currency of the United Kingdom, references to "**€**" and "**euro**" are to the currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty on the Functioning of the European Union, as amended, references to "**C$**", "**CAD**" and "**Canadian dollars**" are to the lawful currency of Canada, references to "**S$**" and "**SGD**" are to the lawful currency of Singapore and references to "**RMB**" and "**Renminbi**" are to the lawful currency of the People's Republic of China ("**PRC**") (which for the purposes of Notes issued under the Program, excludes the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**"), the Macau Special Administrative Region of the People's Republic of China and Taiwan).

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 33 to 80 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:

- our most recent 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
- all other announcements made by Telstra to the SGX-ST from the date of this Offering Circular.

Annual Report

Pages 69 to 174 of the 2015 Annual Report and pages 66 to 193 of the 2014 Annual Report contain the consolidated financial statements (for the purposes of the Corporations Act) for the financial years ended 30 June 2015 and 30 June 2014 respectively. This financial information complies with Australian Accounting Standards and International Financial Reporting Standards issued by the International Accounting Standards Board.

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Any document incorporated by reference into the abovementioned documents does not form part of 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.

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 may be downloaded from the following website:

https://www.telstra.com.au/aboutus/investors/financial-information/debt-investors

Our most recent published Annual Report and Half Year Report may be downloaded from the following website:

https://www.telstra.com.au/aboutus/investors

Announcements made by Telstra on the SGX-ST may be downloaded from the following website:

http://www.sgx.com/wps/portal/sgxweb/home/company_disclosure/company_announcements

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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 Corporation Limited (ABN 33 051 775 556) (a corporation limited by shares and incorporated with limited liability, and operating, under the Corporations Act). Telstra is Australia's leading telecommunications and information services company, with one of the best known brands in the country. Telstra offers a full range of services and competes in all telecommunications markets throughout Australia, providing more than 5.9 million Australian fixed line and 16.9 million mobile services.
Risk factors:	Certain factors may affect the Issuer's ability to fulfil its obligations under the Notes issued under the Program 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 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 €15,000,000,000 (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.
Arranger:	BNP Paribas.
Dealers:	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.
Fiscal Agent:	Deutsche Bank AG, London Branch.
Paying Agent (Europe):	Deutsche Bank Luxembourg S.A.
Euro/CMU Registrar	Deutsche Bank Luxembourg S.A.
CMU Lodging Agent:	Deutsche Bank AG, Hong Kong Branch.
Australian Registrar:	Austraclear Services Limited (ABN 28 003 284 419).
New Zealand Registrar:	Computershare Investor Services Limited (NZBN 9429039441737).
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 S.A./N.V. ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream, Luxembourg**") or, in the case of Bearer Notes or Registered Euro/CMU Notes cleared through the Central Moneymarkets 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**") and the New Zealand domestic market ("**New Zealand Domestic Notes**") will be issued in uncertificated registered form only and under the laws of the Australian Capital Territory, Australia and New Zealand respectively. On their issue date they will be lodged in the Australian securities clearing and settlement system ("**Austraclear System**") operated by Austraclear Limited ("**Austraclear**") and the New Zealand securities clearing and settlement system ("**NZClear System**") operated by the Reserve Bank of New Zealand ("**RBNZ**") respectively.

Notes issued in the Canadian domestic market ("**Canadian Domestic Notes**") will be issued in certificated registered form only and governed by the laws of England. Each Tranche of Canadian Domestic Notes will be represented on issue by a global certificate deposited with CDS Clearing and Depository Services Inc. ("**CDS**") and registered in the name of a nominee of CDS. Canadian Domestic Notes may also clear in Euroclear and Clearstream, Luxembourg (if so agreed by the Issuer and relevant Dealer(s)).

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.

Deed of Covenant: Holders of Bearer Notes, Registered Euro/CMU Notes and Canadian Domestic Notes will have the benefit of a deed of covenant dated 12

October 2006 and/or 12 March 2015 (as applicable) executed by the Issuer.

Australian Note Deed Poll: Holders of Australian Domestic Notes have the benefit of an Australian Note Deed Poll dated 12 October 2006 executed by the Issuer.

New Zealand Note Deed Poll: Holders of New Zealand Domestic Notes have the benefit of a New Zealand Note Deed Poll dated 12 October 2006 executed by the Issuer.

Status: 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.

The Issuer's obligations under the Notes are not guaranteed by the Commonwealth of Australia or any other government or by any governmental agency.

Currencies: Any currency indicated in the applicable Pricing Supplement.

Negative pledge: The Notes will contain a negative pledge provision as described in Condition 6 ("Negative pledge").

Cross default: The Notes will contain a cross default provision as described in Condition 27.1(c) ("Event of Default").

Maturities: 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 Member State or offered to the public in a Relevant Member 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 Financial Services and Markets Act 2000 of the United Kingdom ("**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 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. or, if specified in the relevant Pricing Supplement, the 2000 ISDA Definitions, as amended and updated as at the issue date of the first Tranche of Notes of the relevant Series;

(b) on the basis of a reference rate appearing on the 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.

Zero Coupon Notes:

Zero Coupon Notes may be issued at their principal amount or at a discount to it and will not bear interest.

Dual Currency Notes:

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.

Index Linked Notes:

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.

Interest Periods and Interest Rates:

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.

Redemption:

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 in respect of the Notes will be made free and clear of withholding taxes imposed in Australia, unless required by law. In that event, the Issuer 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 25 ("Taxation").

All payments in respect of New Zealand Domestic Notes will be made in full free and clear of withholding taxes imposed in New Zealand unless required by law.

Record Date:

In the case of Registered Euro/CMU Notes. Australian Domestic Notes, New Zealand Domestic Notes and Canadian 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) and (c) 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 denominated in Renminbi and not held in CMU, the fifth day before the due date for payment;

(c) in the case of Registered Euro/CMU Notes held in CMU, at the relevant time as notified to the CMU Lodging Agent by the CMU in a relevant CMU Instrument Position Report;

(d) in the case of Australian Domestic Notes, the eighth calendar day before the due date for payment;

(e) in the case of New Zealand Domestic Notes, the tenth calendar day before the due date for payment; and

(f) in the case of Canadian Domestic Notes, the fifteenth 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), Canadian Domestic 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. New Zealand Domestic Notes and the New Zealand Note Deed Poll will be governed by the laws of New Zealand.

Listing and admission to trading:

Application has been made for the listing and quotation of any Notes on the SGX-ST which are agreed at or prior to the time of issue to be listed on the Official List of the SGX-ST. If the application to the SGX-ST to list a particular Series of Notes is approved, such Notes listed on the SGX-ST must be traded on the SGX-ST in a board lot size of at least S$200,000 (or its equivalent in other currencies). There is no assurance that any application to the SGX-ST for such approval will be granted.

SGX-ST is not regulated for the purposes of Directive 2004/39/EC of the European Parliament and of the Council on markets in financial instruments. 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 and the debt market operated by NZX Limited.

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. Each Dealer agrees to comply with all relevant laws, regulations and directives in each jurisdiction it purchases, offers, sells, distributes or delivers Notes. See the section headed "Sale and subscription" on pages 98 to 107 inclusive of this Offering Circular for specific selling restrictions for the United States of America, the European Economic Area, United Kingdom, Hong Kong, Japan, Switzerland, New Zealand, Singapore, The Netherlands, Republic of Italy, Canada, Australia, Taiwan and the PRC.
US selling restrictions:	Regulation S, Category 2; TEFRA "D".
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 faces, but are risks the Issuer considers may affect its ability to fulfil its obligations under the Notes. 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 from fulfilling those 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 may be unable to fulfil its obligations under the Notes 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, Company and Telstra Group all mean Telstra Corporation Limited, an Australian corporation, and its controlled entities taken as a whole.

RISKS ASSOCIATED WITH OUR BUSINESS

Risks associated with our business are relevant to investors because they may adversely affect the value of the Notes and our ability to fulfill our obligations under the Notes. In addition, if any of these risks materialise, Telstra 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 Telstra Group. The Issuer is not a subsidiary of, nor controlled by, any other company. Our business activities are dependent on the level of products and services required by our customers which can be affected by market conditions.

Volatility in financial markets may also impact our ability to fund our business in a similar manner, and at a similar cost, to the funding raised in the past. Other risks associated with funding that we may face are over reliance on a particular funding source or a simultaneous increase in funding costs across a broad range of sources. For some time, 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.

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 and/or related factors, including government and regulatory intervention, our ability to demonstrate compliance with key regulatory requirements, the success of our business strategy and competitive forces. Other risks faced by us include risks involved in our day to day operations, credit risk, technology risk and market risk.

Government and regulatory intervention

We operate in a highly regulated environment which may constrain our business and its profitability. In particular, we believe that regulation imposes limits on our ability to pursue certain business opportunities and activities affecting the returns we can generate on our assets.

We believe that regulation is a significant ongoing risk to the company. There can be no assurances as to future policies, ministerial decisions or regulatory outcomes. These may significantly constrain our business.

We face substantial regulatory risks that we believe have, and will continue to have, substantial adverse effects on our operations, competitiveness and financial performance. The key risks include:

- ***mandated access to Telstra networks:*** a key 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;

- ***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 many cases we believe that 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 Telstra. 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;

- ***conduct regulation:*** the ACCC is empowered to regulate conduct in, amongst others, the telecommunications sector and may in the future regard our conduct to be a breach of applicable law. For example, a refusal by us to supply services to our competitors for what we believe to be normal commercial reasons may, in the ACCC's view be a breach of law, and it may rely upon the potential for very large fines in an endeavour to have us modify what we believe to be normal commercial behaviour;

- ***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 may cause us to incur additional compliance costs, seek additional governmental approvals and may adversely affect our business and results of operations;

- ***regulation constraining investment decisions:*** our ability to invest in business including new technologies competitively may be constrained by regulatory risk. As part of the pack of legislation introduced by the Commonwealth Government to establish the National Broadband Network ("**NBN**") (see below), the Telecommunications Act 1997 (Cth) was amended to prohibit the operation of networks which are built, altered or extended after 1 January 2011 so that they become capable of supplying superfast carriage services to residential or small business customers without those networks being operated on a 'wholesale only' basis (ie structurally separated) and supplying a mandatory layer 2 Ethernet bitstream service to access seekers. On 14 December 2014, the Minister for Communications issued a new carrier licence condition applying to all carriers, including Telstra, which imposed additional requirements on the operation of such networks. These provisions and carrier licence condition could have an adverse effect on our ability to invest in such networks in the future;

- ***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 and the security of our networks;

- ***spectrum:*** our ability to operate a competitive mobile business is highly dependent on it having ongoing access to sufficient spectrum. If we are not successful over time in securing sufficient spectrum for the medium to longer term at an acceptable price, then mobile network products and services are likely to be more difficult to provide economically and efficiently which may result in 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; and

- ***SSU compliance***: we have entered into a Structural Separation Undertaking ("**SSU**") which obliges us to commit to increased equivalence and transparency measures between our retail and wholesale businesses. We have implemented a comprehensive compliance framework across our business for the SSU. Failure to comply with the SSU may lead to significant enforcement action by the ACCC, including financial penalties.

Because of these regulatory factors, there is a risk that we are, and could be, exposed to significant limitations, uncommercial imposts, penalties and compensation payments in relation to our current and future activities and assets. This may make it prudent on some occasions for us to cease, or choose not to engage in, business activities in which we might otherwise engage; or avoid, defer or abandon certain capital projects. These regulatory risks could therefore have an adverse effect on our ability to pursue certain business opportunities and activities and the returns we can generate on our assets, and could benefit our competitors. This may in turn adversely affect our operations, competitiveness and financial performance.

Further, changes in governmental policy and regulation may also have an impact on us (see "Political Reform and renegotiation of Definitive Agreements" on page 17 of this Offering Circular). In addition to changes in laws and regulations, the policies and practices of the government and regulators may change and political and diplomatic developments may have an unexpected or adverse impact on market conditions generally or specifically affect our activities, business or practices. As we consider investment opportunities in offshore markets we also face exposure to regulation and regulatory bodies in those jurisdictions.

National Broadband Network

For an overview of the NBN as it relates to Telstra, see the "Corporate Profile – National Broadband Network" section on pages 29 to 30 of this Offering Circular. While the Definitive Agreements with NBN Co. Limited ("**NBN Co.**") and the Commonwealth (which became unconditional on 7 March 2012) are expected to provide benefits and opportunities for Telstra, they also involve a number of material risks and operational challenges.

These risks include the possibility that:

- the underlying assumptions made by Telstra in assessing the Definitive Agreements prove incorrect, including in relation to the advantages and disadvantages and the alternative options considered, and the speed and density of the rollout of the NBN fibre network;

- Telstra may not meet its obligations under the Definitive Agreements, such as meeting the agreed fitness standards for the infrastructure to be made available to NBN Co. in the required timeframes;

- Telstra's transition from a vertically integrated provider of services on its own copper network and HFC cable network to becoming a reseller and user of services on the NBN fibre network is more costly or challenging than anticipated; and

- NBN Co. may not be able to provide the services for which Telstra will rely on NBN Co..

The transition to the NBN will also necessitate Telstra establishing an effective access seeker relationship with NBN Co. to support delivery of a quality service experience for our customers.

Political reform and renegotiation of Definitive Agreements

The Coalition Government elected on 7 September 2013 has a substantially different government policy as it relates to the NBN from that of the previous Government, in particular it proposed a change in the technology which NBN Co. is deploying to a multi-technology model ("**MTM**") including Fibre To The Node ("**FTTN**") and Hybrid Fibre-coaxial ("**HFC**") in addition to the primarily Fibre To The Premises ("**FTTP**") deployment under the previous Labor Government.

On 14 December 2014 Telstra, NBN Co. and the Commonwealth entered into revised Definitive Agreements to facilitate the move to the MTM approach (which became unconditional on 26 June 2015). Detailed information on the revised Definitive Agreements can be found at http://www.telstra.com.au/aboutus/media/media-releases/telstra-signs-revised-nbn-definitive-agreements-1.xml

The revised Definitive Agreements give rise to broadly similar risks as the original Definitive Agreements, subject to certain matters relating to transfer of ownership. The revised Definitive Agreements contemplate the progressive transfer of ownership of certain copper and HFC assets to NBN Co. to facilitate the MTM model. While we have retained existing shareholder protections and also negotiated new protections for shareholders in lieu of the protection that our continued ownership of those assets provided under the original agreements, the new protections may not turn out to to deliver the same level of protection that continued ownership afforded under the original agreements.

Structural change and transition investment program

Rapid changes in telecommunications technology and IT are lowering barriers to entry and challenging the ability of companies to compete in the telecommunications industry in Australia and the world. Recent industry change is driven by accelerated decline in PSTN revenues, fixed to mobile migration for both voice and data, higher expectations of customers as they use more complex products and services, higher demand for speed and data and the difficulty of monetising that demand, product mix shift to lower margin products and higher cost of goods sold, increasing competition due to wholesale price reductions and increased price-based competition, changing business models flowing from innovation and disruptive technologies leading to market discontinuity and regulatory change due to the NBN described above. These changes may result in lower margins and make it challenging for us to develop new revenue streams.

We have put in place a strategy to improve customer advocacy, drive value from our core business and build new growth businesses. However, there are risks that:

- extended delays and other execution problems in implementing our strategy may develop;

- customer take up of our new products and services may be significantly less than planned;

- competitors may offer similar services and capabilities at prices lower than expected;

- our actual capital and operating costs may turn out to be substantially greater than those budgeted; and

- loss of key personnel may impact implementation or benefit realisation.

Competition

The telecommunications industry in Australia and internationally is competitive and subject to significant change. We face significant competition from local and international competitors, such as Over the Top ("**OTT**") service providers, which compete vigorously for customers in the various markets and sectors in which we operate. This competition comes from existing competitors as well as new and emerging competitors, including OTT service providers, with lower cost bases, and agile, innovative business models. The effect of increasingly competitive market conditions, including any decline in the purchase and use of our products and services, may adversely impact on our earnings and assets.

In particular:

- innovation and disruptive technologies can cause market discontinuity, which adversely impacts on business models where there is failure to transition and adapt quickly;
- if we are not successful in addressing the decline in revenues from our traditional high-margin fixed line PSTN products and services and in increasing the revenues and profitability of our emerging products and services, our overall financial performance will decline relative to that of our competitors;
- competition in the Australian telecommunications market and advertising 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;
- the NBN, in the longer term, could further accelerate the existing price and network based competition and the introduction of the NBN is expected to accelerate fixed line competition and the decline in our fixed line voice revenues; and
- network and system failures could damage our reputation and earnings.

Effective innovation is fundamental in securing revenue streams and withstanding challenges from a changing competitor and industry landscape. Our capacity and ability to respond to the innovation challenge are related to the agility of our internal process 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 market share or that such investment is adequate to address these issues.

Non-supply of equipment and support

We are dependent on many third party suppliers globally to source network infrastructure and other equipment, 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 and single points of failure can cause 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.

Exchange rate risk

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.

Tax risk

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

Cyber security and privacy risks

We may be exposed to cyber security risks, including cyber attacks, which could result in equipment failures, disruptions in our operations or network, and leakage and unauthorized dissemination of sensitive information

about Telstra and our customers. Our inability to operate our fixed-line or wireless networks as a result of such events may result in significant expense or loss of market share.

In addition, the breach of security of our database and illegal sale or other unauthorized release of our customers' personal information could materially adversely impact our reputation, lead to customer complaints and claims for compensation, breaches of the Privacy Act and adverse determinations and directions to comply by the telecommunications regulators and other authorities.

Intellectual property risk

Our intellectual property ("**IP**") portfolio includes patents and other IP rights on which our technology, products, brands and services depend. Despite the steps that we have taken to protect our IP, we cannot be certain that any rights will be granted, or renewed, or will be sufficiently broad to protect our technology, products, brands and services. Changes to IP laws and regulations, or the practices of administrative bodies, may adversely affect our IP. Third parties may use our IP without authorisation or license, and may challenge the validity our IP.

We may inadvertently use the IP of third parties without authorisation or licence, resulting in allegations being made or formal proceedings being brought against us. The outcome of formal proceedings is difficult to predict, and may be expensive and time consuming.

Other operational risks

Concerns have been expressed by some that the emission of radio frequency electromagnetic energy ("**EME**") by mobile telephone handsets and transmission equipment (for example, base stations) may pose health risks at exposure levels below existing guideline levels. Actual or perceived health risks could lead to decreased mobile communications usage, future legal claims and calls for increased regulatory restrictions in relation to mobile handsets and transmission equipment. We rely on the expert advice of national and international health authorities such as the World Health Organisation (WHO) and the Australian Radiation Protection and Nuclear Safety Agency (ARPANSA) - an agency of the Commonwealth Department of Health - for overall assessments of health and safety impacts. In addition, any widespread perception of EME risks may lead to decreased mobile communication usage, which may decrease our wireless business and may adversely affect our revenues and financial condition.

Industry changes have created both opportunities and risks for us. Such changes may adversely impact our ability to meet our financial objectives. There are also clear connections between how Telstra is perceived in the community and customer advocacy and, ultimately, the financial performance of the business.

The skills and experience of our people have an influence on our ability to deliver against our growth strategy. With the increasing competition for talent across the industry and as technology evolves, we are continuing to manage our ability to attract, retain and train our workforce. Some of the relevant industry skills are in short supply worldwide. A significant and/or prolonged inability to attract and retain skilled and experienced people as well as retain our corporate knowledge may impact our ability to remain competitive, and any increase in expenditures to recruit and retain skilled and experienced employees may adversely affect our profitability and net income.

We have a vast geographical spread which increases the vulnerability of our technical infrastructure to damage or interruption from a range of factors including floods, wind, storms, fires, power loss, telecommunication failures, cable cuts, accidents, intentional wrongdoing, and/or dependency on key suppliers. The networks and systems that make up our infrastructure require regular maintenance and upgrades that may cause disruption. They may also be dependent on the ongoing support of key suppliers.

A high dependency on technology and increased integration of customer services means outages can significantly impact the continuity of our business operations and delivery of services to our customers. The occurrence of natural disasters or other unanticipated problems at our facilities or any other damage to, or failure of, our networks and/or systems could result in consequential interruptions in service across our integrated infrastructure. Network and/or system failures, hardware or software failures or cyber attacks could also affect the quality of our services and cause temporary service interruptions.

Our IT systems are complex and there is a risk that our ability to support strategic priorities in customer service and growth products may be delayed. Our IT systems can also be subjected to viruses, denial of service and other similar attacks and external threats which may damage our systems and data and those of our customers. Any of these occurrences could result in customer dissatisfaction and damages or compensation claims, as well as reduced earnings.

The occurrence of any or all of these risks may have a material adverse impact on our operations, competitiveness and financial performance.

Subsidiaries, international operations, joint ventures and other equity investments

Some of our domestic and international activities are conducted through subsidiaries, joint ventures and other equity investments and, under the governing documents for some of these entities, certain key 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 or joint ventures. Such transactions may fail to realise the benefit and synergies we originally anticipate. Furthermore, we may not succeed in integrating acquired operations with our existing businesses.

Where we have made equity investments or entered into ventures in countries other than Australia we may also be affected by the political, economic, regulatory and legal environments operating in those countries which are different from those in Australia. As a result, our international operations 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 and changes in political and economic stability and fluctuations in exchange rates. 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.

All of these factors could 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 have exposure to the equity markets through the defined benefit component of our superannuation fund as described in Note 24 of the financial statements in our 2015 Annual Report which is incorporated by reference into this Offering Circular (see “Documents incorporated by reference” on page 8 of this Offering Circular).

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, our and Telstra 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:

(a) the values of the applicable currencies or interest rates; or

(b) the creditworthiness of entities other than Telstra.

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 financial performance and position. Notes may trade at a market price below their issue price.

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

(a) **our financial performance and credit rating**: a change in our financial condition or credit rating may impact on the market value and the transferability of the Notes;

(b) **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, 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;

(c) **unsecured investment**: Notes issued under the Program are unsecured and, in making an investment in the Notes, an investor is relying on our 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;

(d) **insolvency risk**: in the event that we become insolvent, insolvency proceedings will 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;

(e) **market and liquidity risks**: Notes may have no established trading market when issued, and one may never develop (and, if a market does develop, it may not be liquid). There is 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 secondary market. Illiquidity may have a severely adverse effect on the market value of the Notes;

(f) **interest rate risks**: an investment in fixed rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of such fixed rate Notes. Increases in relevant interest rates may adversely affect the market value of the Notes.

In addition, the market values of Notes issued at a substantial discount or premium to their nominal amount may fluctuate more in relation to general changes in interest rates than to prices for conventional interest-bearing securities;

(g) **currency risk**: we will pay principal and interest on the Notes in the currency in which the Notes are denominated which may present risks if an investor's financial activities are denominated principally in another currency, as exchange rates may significantly change over the tenor of the Notes. In addition, government and monetary authorities may impose exchange controls or devalue or change currencies (as some have done in the past) in a manner that could adversely affect the market value of the Notes. In particular, Notes denominated in Renminbi are subject to additional risks. Renminbi is not freely convertible or transferable and there are significant restrictions on remittance of Renminbi into and outside the PRC, which may affect the liquidity of such Notes and the relevant Issuer's ability to source Renminbi outside the PRC to service such Notes. If the relevant Issuer is unable to source Renminbi, it may pay holders of such Notes in U.S. dollars. Please refer to "Risks related to Notes denominated in Renminbi" below;

(h) **non-payment of instalments**: Notes may be issued where the issue price is payable in more than one instalment. Failure to pay any subsequent instalment could result in an investor losing all of its investment;

(i) **optional redemption risks**: where an optional redemption feature exists it may limit the market value of Notes. During any period if we elect to redeem the 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. We may decide to redeem the Notes when our cost of borrowing is lower than the interest rate on the Notes. At those times, an investor may not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed;

(j) **stub amounts**: in relation to Notes which have a denomination consisting of the minimum Specified Denomination (as defined in the Terms and Conditions of the Notes) plus a higher integral multiple of another smaller amount, it is possible that the Notes may be traded in amounts in excess of €100,000 (or its equivalent) that are not integral multiples of €100,000 (or its equivalent). In such a case an investor who, as a result of trading such amounts, holds a principal amount of less than the minimum Specified Denomination may not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of the Notes such that its holding amounts to a Specified Denomination;

(k) **stabilisation**: Notes may be subject to price stabilisation activities by the Stabilisation Manager(s). There is no guarantee that price stabilisation activities will occur, or that if they do, that they will be successful;

(l) **clearing system risk**: as one or more Series of Notes may be held by, or on behalf of, Euroclear, Clearstream, Luxembourg, CMU, Austraclear or another clearing system, investors will rely on their procedures for transfer and payment;

(m) **listing**: application has been made for the listing and quotation on the SGX-ST for any Notes to be issued under the Program and which are agreed at the time of issue thereof to be so listed on the SGX-ST. Such approval will be granted when such Notes are admitted to the Official List. No assurance can be given that once listed, quoted and/or traded on the SGX-ST and/or any other applicable stock or securities exchange 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; and

(n) **majority decisions:** the conditions of the Notes contain provisions for calling meetings of holders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all holders of Notes including holders who did not attend and vote at the relevant meeting and holders who voted in a matter contrary to the majority.

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

Changes in law, including a change to the Issuer'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 Notes also contain provisions for calling meetings of investors to consider matters affecting their interests generally. These provisions permit defined majorities to bind all investors including such investors who did not attend and vote at the relevant meeting and investors who voted in a manner contrary to the majority.

U.S. Foreign Account Tax Compliance Act withholding

As described in the next section, the United States may impose a withholding tax of as high as 30 percent on payments made with respect to the Notes pursuant to the U.S. Foreign Account Tax Compliance Act ("**FATCA**"), implemented in part by Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"). If an amount were to be deducted or withheld from payments on the Notes by virtue of FATCA, any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code, including deductions or withholdings on payments by one intermediary financial institution to another, the Issuer would not, pursuant to the conditions of the Notes, be required to pay additional amounts as a result of such deduction or withholding. As a result, investors may receive smaller payments than expected.

A "Foreign Financial Institution" that is not a "Participating Foreign Financial Institution" for the purposes of FATCA that is withheld upon generally will be able to obtain a refund only to the extent an applicable income tax treaty with the United States entitles the investor to a reduced rate of tax on the payment that was subject to withholding under FATCA, provided the required information is furnished in a timely manner to the U.S. Internal Revenue Service ("**IRS**").

If the Notes are treated as debt for U.S. federal income tax purposes and the payment is made under a grandfathered obligation, FATCA withholding is not expected to apply. Generally, a grandfathered obligation is any obligation issued on or before the date that is six months after the date on which final regulations defining the term "foreign passthru payment" are filed with the U.S. Federal Register.

Australia and the United States signed an intergovernmental agreement ("**Australian IGA**") in respect of FATCA on 28 April 2014. The Australian Government has enacted legislation amending, among other things, the Taxation Administration Act 1953 of Australia to give effect to the Australian IGA ("**Australian Amendments**"). Depending on the nature of the relevant financial institution, FATCA withholding may not be required from payments made with respect to the Notes other than in certain prescribed circumstances. Under the Australian Amendments, an Australian financial institution may be required to provide the Australian Taxation Office with information on financial accounts (for example, the Notes) held by U.S. persons and recalcitrant account holders and on payments made to non-participating financial institutions. The Australian Taxation Office is required to provide that information to the IRS.

FATCA is particularly complex legislation. Investors should consult their own advisers about the application of FATCA and the Australian Amendments, in particular on how FATCA and the Australian Amendments may apply to payments they receive under the Notes and if they may be classified as financial institutions under the applicable rules.

FATCA withholding on payments of Notes paid through non-compliant custodians or intermediaries

Whilst the Notes are in global form and held within Euroclear and Clearstream, Luxembourg (together, the "**ICSDs**"), it is not expected that FATCA will affect the amount of any payment received by the ICSDs (see "General information – FATCA withholding and the ICSDs" on pages 119 and 120 of this Offering Circular). However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payment to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA) and provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. Investors should consult their own tax adviser to obtain a more detailed explanation of FATCA and how FATCA may affect them. The Issuer's obligations under the Notes are discharged once it has paid the common depositary or common safekeeper for the ICSDs (as holder of the Notes) and the Issuer has therefore no responsibility for any amount thereafter transmitted through hands of the ICSDs and custodians or intermediaries.

Common Reporting Standard

The OECD Common Reporting Standard for Automatic Exchange of Financial Account Information ("**CRS**") will require 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 the CRS Competent Authority Agreement may provide this information to other jurisdictions that have signed the CRS Competent Authority Agreement. A version of the CRS will apply to Australian financial institutions with effect from 1 July 2017, with the first exchange of information to occur in 2018.

EU Savings Directive

Under Council Directive 2003/48/EC on the taxation of savings income ("**EU Savings Directive**"), Member States are required to provide to the tax authorities of other Member States details of certain payments of interest (or similar income) paid or secured by a person established in a Member State to or for the benefit of an individual resident in another Member State. For a transitional period, Austria is instead required (unless during such period it elects otherwise) to impose a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). This will replace the withholding tax. A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

If a payment were to be made or collected through a Member State which has imposed a withholding system and an amount of, or in respect of, tax, were to be withheld from that payment, neither the Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Note as a result of the imposition of such withholding tax. The Issuer is required to maintain a Paying Agent in a Member State that will not be obliged to withhold or deduct tax pursuant to the EU Savings Directive.

On 10 November 2015, the Council of the European Union adopted a Council Directive repealing the EU Savings Directive from 1 January 2016 in relation to all Member States other than Austria (and from 1 January 2017, or after 1 October 2016 for certain payments, in relation to Austria), subject to on-going requirements to fulfil administrative obligations such as the reporting and exchange of information relating to, and accounting for withholding taxes on, payments made before those dates.

Investors who are in any doubt as to their position should consult their professional advisers.

Credit Ratings

One or more independent credit rating agencies may assign credit ratings to the Notes to be issued by us under the Program. The rating(s) (if any) of the Notes will be specified in the applicable Pricing Supplement. The rating(s) 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 "Overview of the Program" above).

A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, cancellation, reduction or withdrawal at any time by the assigning rating agency. 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 related to Notes denominated in Renminbi ("RMB Notes")

A description of risks which may be relevant to an investor in Notes denominated in RMB are set out below.

There is only limited availability of Renminbi outside of the PRC, which may affect the liquidity of the RMB Notes and Telstra's ability to source Renminbi outside of the PRC to service the RMB Notes:

As a result of the restrictions by the PRC Government on cross-border Renminbi fund flows, the availability of Renminbi outside of the PRC is limited. While the People's Bank of China (the "**PBoC**") has entered into agreements on the clearing of Renminbi business with financial institutions in a number of financial centres and cities (each, a "**RMB Clearing Bank**"), including but not limited to Hong Kong, and are in the process of establishing Renminbi clearing and settlement mechanisms in a number of other jurisdictions (the "Settlement Arrangements"), the current size of Renminbi-denominated financial assets outside the PRC is limited.

As of 31 December 2015, the total amount of Renminbi deposits held by institutions authorised to engage in Renminbi banking business in Hong Kong amounted to approximately RMB 851.1 billion (source: Hong Kong Monetary Authority Monthly Statistical Bulletin).

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

Although it is expected that the offshore Renminbi market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There can be no assurance that new PRC regulations will not be promulgated or that the Settlement Arrangements will not be terminated or amended in the future, which will have the effect of restricting the availability of Renminbi outside the PRC. The limited availability of Renminbi outside of the PRC may affect the liquidity of the RMB Notes. To the extent that Telstra is required to source Renminbi in the offshore market to service the RMB Notes, there can be no assurance that Telstra will be able to source such Renminbi on satisfactory terms, if at all. If Telstra is unable to source Renminbi, it may pay Noteholders in U.S. dollars pursuant to Condition 19.5.

Renminbi is not freely convertible and there are significant restrictions on the remittance of Renminbi into and outside the PRC which may adversely affect the liquidity of the RMB Notes:

Renminbi is not freely convertible at present. The PRC government continues to regulate conversion between Renminbi and foreign currencies (including the Hong Kong dollar), despite the significant reduction over the years by the PRC government of control over trade transactions involving the import and export of goods and services as well as other frequent routine foreign exchange transactions. These transactions are known as current account transactions.

However, remittance of Renminbi by foreign investors into the PRC for the purposes of settlement of capital account items, such as capital contributions, is generally only permitted upon obtaining specific approvals from, or completing specific registrations or filings with, the relevant authorities on a case-by-case basis and is subject to a strict monitoring system. Regulations in the PRC on the remittance of Renminbi into the PRC for settlement of capital account items are subject to ongoing development.

Although starting from 1 October 2016, the Renminbi will be added to the Special Drawing Rights basket created by the International Monetary Fund, there is no assurance that the PRC Government will continue to gradually liberalise control over cross-PRC-border remittance of Renminbi in the future, that the schemes for Renminbi cross-PRC-border utilisation will not be discontinued or that new regulations in the PRC will not be promulgated

in the future which have the effect of restricting or eliminating the remittance of Renminbi into or out of the PRC. In the event that the PRC Government prevents future movements of Renminbi to offshore, this may affect the overall availability of Renminbi outside the PRC and the ability of the Issuer to source Renminbi to finance its obligations under Notes denominated in Renminbi.

As the PBoC FDI Measures and the MOFCOM Circular are relatively new circulars, they will be subject to interpretation and application by the relevant authorities in the PRC.

Current and future restrictions on the convertibility of Renminbi may make it difficult for the Issuer to obtain Renminbi for the purpose of servicing RMB Notes. If the Issuer is unable to source Renminbi, it may pay Noteholders in U.S. dollars pursuant to Condition 19.5. Investors that receive payments in Renminbi should also be aware of the restrictions on the convertibility of Renminbi into foreign currencies.

***Investment in RMB Notes is subject to foreign currency exchange rate risks*:**

The value of Renminbi against other foreign currencies fluctuates from time to time, and is affected by changes in the PRC and by international political and economic conditions as well as many other factors. Recently, the PBoC implemented changes to the way it calculates the Renminbi's daily mid-point against the U.S. dollar to take into account market-maker quotes before announcing such daily mid-point. This change, and others that may be implemented, may increase the volatility in the value of the Renminbi against foreign currencies. All payments of interest and principal with respect to the RMB Notes will be made in Renminbi, save as provided in Condition 19.5. As a result, the value of these Renminbi payments in foreign currency terms may vary with the changes in the prevailing exchange rates in the marketplace. If the value of Renminbi depreciates against another foreign currency, the value of the investment made by a holder of the Renminbi Notes in that foreign currency will decline.

Payments in respect of the RMB Notes will only be made to investors in the manner specified in the terms and conditions relevant to the RMB Notes.

All payments to investors in respect of the RMB Notes will be made solely by (i) for so long as the RMB Notes are represented by global certificates held with the common depositary for Euroclear and Clearstream, Luxembourg or a sub-custodian for the CMU, by transfer to a Renminbi bank account maintained in Hong Kong and in any event in accordance with prevailing rules and procedures of the CMU, Euroclear or Clearstream or (ii) when the RMB Notes are in definitive form, transfer to a Renminbi bank account maintained in Hong Kong or a financial centre in which an RMB Clearing Bank clears and settles Renminbi, if so specified in the Pricing Supplement in accordance with prevailing rules and regulations. Telstra cannot be required to make payment by any other means (including in any other currency or by transfer to a bank account in the PRC).

Gains on the transfer of the RMB Notes may become subject to income taxes under PRC tax laws.

Under the *PRC Enterprise Income Tax Law*, the *PRC Individual Income Tax Law* and the relevant implementing rules, each as amended from time to time, any gain realised on the transfer of RMB Notes by non-PRC enterprise or individual Holders, respectively, may be subject to PRC enterprise income tax ("**EIT**") or PRC individual income tax ("**IIT**") if such gain is regarded as income derived from sources within the PRC. The *PRC Enterprise Income Tax Law* levies EIT at a rate of 20 per cent of such applicable gains but its implementation rules have reduced the EIT rate to 10 per cent. The *PRC Individual Income Tax Law* levies IIT at a rate of 20 per cent of such applicable gains.

However, uncertainty remains as to whether the gain realised from the transfer of the RMB Notes by non-PRC resident enterprise or individual holders would be treated as income derived from sources within the PRC and become subject to the EIT or IIT. This will depend on how the PRC tax authorities interpret, apply or enforce the *PRC Enterprise Income Tax Law*, the *PRC Individual Income Tax Law* and the relevant implementing rules. According to the arrangement between the PRC and Hong Kong, for the avoidance of double taxation, Holders who are residents of Hong Kong, including enterprise Holders and individual Holders, will not be subject to EIT or IIT on capital gains derived from a sale or exchange of the RMB Notes.

Therefore, if non-PRC enterprise or individual Holders are required to pay EIT or IIT (as applicable) on gains derived from the transfer of the RMB Notes, unless there is an applicable tax treaty between PRC and the jurisdiction in which such non-PRC enterprise or individual Holders of RMB Notes reside that reduces or exempts the relevant EIT or IIT, the value of their investment in the RMB Notes may be materially and adversely affected.

Corporate profile

In this section "Corporate profile", **we, us, our, Telstra, Company** and **Telstra Group** all mean Telstra Corporation Limited, an Australian corporation, and its controlled entities taken as a whole. Other terms used in this section which are not specifically defined can be found in the Glossary at the end of this section.

Our fiscal year ends on 30 June. Unless we state differently, the following applies:

- **year** or a **fiscal year** means the year ended 30 June; and
- **2015** means **fiscal 2015** and similarly for other fiscal years.

All amounts are expressed in Australian dollars (**A$**), unless otherwise stated.

Introduction

We are Australia's leading telecommunications and information services company offering a full range of services in these markets. We also operate in a number of overseas countries.

Our origins date back to 1901, when the Postmaster-General's Department was established by the Australian government to manage all domestic telephone, telegraph and postal services, and to 1946, when the Overseas Telecommunications Commission was established by the Australian government to manage international telecommunications services.

Since then, we have undergone many changes and were incorporated as an Australian public limited liability company in November 1991. Telstra Corporation Limited is a company limited by shares, incorporated and operating under the Corporations Act.

As at 20 July 2015 Telstra Corporation Limited had on issue 12,225,655,836 fully paid ordinary shares. 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 Australian Stock Exchange and on the New Zealand Stock Exchange. We comply with the ASX Corporate Governance Council's Governance Principles and Recommendations (third edition).

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

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

Phone: +61(3) 8647 2629
+61(8) 8308 1721 (Switchboard)

The Telstra Group consists of a significant number of Australian and foreign subsidiaries. A list of Telstra's material controlled entities is provided in Note 25, and our joint ventures and associated entities are listed in Note 26 of the financial statements in our 2015 Annual Report (in each case, as at the date of those financial statements) which is incorporated into this Offering Circular by reference (see "Documents incorporated by reference" on page 8 of this Offering Circular).

Strategic framework for capital and portfolio management

We have a considered and disciplined approach to capital management decisions which are conducted in accordance with our strategic framework announced in 2012 which seeks to:

- maintain balance sheet settings consistent with a single "A" credit rating;
- ensure dividends remain fully franked and increase over time on the basis of growth in underlying earnings, in each case, subject to the board's approval process and there being no unexpected material events;
- target a medium term capex/sales ratio of around 14%, excluding spectrum payments;

- over a full year we will not borrow to pay dividends or fund capital returns; and
- maintain flexibility for portfolio management and to make strategic investments.

Dividend Reinvestment Plan

In February 2015, we announced the reactivation of our Dividend Reinvestment Plan ("**DRP**") to provide shareholders with a cost effective way to increase their shareholdings, making it available from the financial year ended 30 June 2015 final dividend (paid in September 2015). From September 2015, the DRP enables shareholders to reinvest either all or part of their dividend payments into additional fully paid Telstra ordinary shares. No brokerage or other transaction costs will be payable by shareholders on shares acquired under the DRP. The decision to reactivate the DRP follows feedback from investors and is consistent with Telstra's capital management framework.

Telecommunications, technology and media services

Our main activities include the provision of:

- **mobile telecommunications services** - we offer 4GX, 4G and 3G post-paid and pre-paid mobile services to our customers, including voice calling, video calling, text and multimedia messaging throughout Australia and between Australia and international destinations. We also provide machine to machine ("**M2M**") telemetry services, mobile application products and services, as well as mobile broadband and a range of information, entertainment and connectivity services;
- **basic access services to many homes and businesses in Australia** - our basic access service includes installing and maintaining connections between customers' premises and our national fixed network for delivering basic and enhanced telephone services (Public Switched Telephone Network) and providing basic voice and internet services. Along with basic access services, we provide handsets and other devices for sale and rental to help customers use our services more effectively and professional services to help customers get the most out of their phone and internet services;
- **enhanced products and value added services -** in addition to basic access services, we provide enhanced products like Integrated Services Digital Network ("**ISDN**") access to voice, data and video services and value added services such as voicemail, call waiting, call forwarding, call conferencing and call return;
- **long distance telephone calls in Australia and international calls to and from Australia** - we offer long distance telephone calls throughout Australia and international telephone services to more than 230 countries and territories. We also provide a comprehensive range of inbound calling products and services;
- **broadband access and content** - we offer a range of internet products and packages under our Telstra, BigPond® and Belong® brands. These products include broadband internet services to consumer and small business customers via HFC cable, satellite, ADSL, Telstra's own fibre optic cable, Wi-Fi network (including Telstra Air), the NBN, wireless technologies and BigPond® mobile services, which allows customers to browse and purchase a broad range of up-to-date information and entertainment;
- **media services** – we provide a portfolio of media content and platforms (including our new Telstra TV® streaming device) including subscription TV, streaming video, movies, music and leading sport and news content across IP, fixed and mobile connectivity;
- **online services** – we offer online self-service capabilities for customers, from browsing to buying and billing service requirements;
- **a comprehensive range of data and IP services** - in addition, we provide:
    - new generation data and internet services including business grade internet solutions;
    - Ethernet Lite, which offers a broadband data service with symmetric data rates and business-grade service levels;

- Connect IP solution range, which is a standardised, end-to-end, IP-based Wide Area Networks ("**WANs**") offering that integrates network management and data connectivity with customer-premises equipment, allowing for seamless data transfer between customer sites;

- a national IP network with extensive reach which integrates seamlessly with our unrivalled Australian mobile network;

- Network Applications and Services ("**NAS**") which uses our IP network to deliver unified communications, cloud, managed networks and security services to our enterprise, government and business customers;

- IP Telephony, an open standard IP communications suite, which delivers hosted IP telephony and IP applications to our corporate customers; and

- a number of other data and specialised services, including digital data services, voice-grade dedicated lines, network transaction / electronic funds transfer at point of sale ("**EFTPOS**") services and video and audio network services as well as domestic and international frame relay and ATM products. Telstra Internet Direct also provides business customers with dedicated internet access within Australia at access transmission rates up to one gigabit per second ("**Gbps**"). We also provide wholesale internet access products for use by licensed carriers, internet service providers ("**ISPs**") and carriage service providers ("**CSPs**");

- **supply of equipment** - we are the leading provider of payphones in Australia and, as part of our customer voice, data, mobile and service solutions, we provide equipment for rental or sale to our customers. Our Universal Service Obligation ("**USO**") requires us to make payphone services reasonably accessible throughout Australia including in non-metropolitan and rural areas;

- **management of business/government customers network services** - we offer various business software solutions to our business customers, including:

    - Telstra App Marketplace applications;

    - accounting and human resources compliance solutions;

    - customer relationship management;

    - email, conference and message services; and

    - virus, spam and data protection;

- **eHealth** - we formally launched Telstra Health in October 2014 and increased our total investment in health to more than $100 million. This includes acquisitions, investments and joint ventures to provide technology solutions in telemedicine, aged and residential care, hospital, radiology, pharmacy and health analytics and will help us deliver a more integrated health system;

- **Telstra Software Group** - our aim is to build new businesses and take advantage of the considerable growth in the software-driven business encompassing applications and integrated services. Our largest acquisition to date, Ooyala, enables broadcasters, operators and media organisations to deliver digital TV and video content, across any device to mass audiences, using analytics to provide recommendations, personalised content and advertising to the end user;

- **wholesale services** to other carriers, CSPs and ISPs. In addition to providing products for resale, we provide a range of other products specifically tailored for wholesale customers. These include:

    - interconnection services, including originating and terminating access to our fixed and mobile networks, and long distance pre-selection services;

    - access to our network facilities such as ducts, towers and exchange space;

- Unconditioned Local Loop Service ("**ULLS**") and Line Sharing Service ("**LSS**");

- domestic and international transmission services;

- ADSL broadband, ethernet backbone and traditional data services; and

- GSM-based mobile products and services.

We also manage and deliver a range of services and enablement capability for wholesale customers. These include product and service provisioning, ordering and activation, billing, fault reporting and end-user and product transfer. In addition, we provide a range of web-based business-to-business services to our customers; and

- **cable distribution services** for Foxtel's cable subscription television services.

National Broadband Network

In April 2009, the former Labor Government announced its intention to roll out the NBN. The former Labor Government took significant steps to achieve this objective, including the introduction of legislation to support the rollout of the NBN.

NBN Co. is now operating. It has commenced its rollout of the NBN and started to provide services in a number of regions. In addition to the former Labor Government's initiatives to roll out the NBN, the Commonwealth Parliament passed the Telecommunications Legislation Amendment (Competition and Consumer Safeguards Act 2010 (Cth) ("**CCS Act**") to require Telstra to undertake either:

- voluntary structural separation (for example, by ceasing to supply fixed line services to customers using a network it controls); or

- mandatory functional separation of its wholesale and retail operations (for example, by establishing separate business divisions and constraining dealings between them).

On 23 June 2011, Telstra entered into agreements with NBN Co. and the Commonwealth (referred to as the "**Definitive Agreements**"). The Definitive Agreements became unconditional on 7 March 2012. The Definitive Agreements, together with regulatory undertakings given to the ACCC and associated Government policy commitments, create the framework for Telstra's participation in the rollout of the NBN.

The Coalition Government, elected on 7 September 2013, modified the design of the NBN to use a range of technologies, with priority given to FTTN over the previous Government's FTTP approach. The Coalition Government has conducted a number of reviews of the NBN to help determine its new multi-technology model ("**MTM**") rollout approach, which will include use of FTTP, FTTN, HFC, fixed wireless and satellite technologies. A move to use FTTN and HFC in the NBN roll out has resulted in the need to renegotiate some aspects of the Definitive Agreements reached with NBN Co. and the Commonwealth in 2011. On 14 December 2014 Telstra, NBN Co. and the Commonwealth entered into revised Definitive Agreements. The revised agreements became unconditional on 26 June 2015.

Under the Definitive Agreements (including regulatory undertakings given by Telstra to the ACCC), Telstra is significantly changing the way it operates certain parts of its fixed line business by disconnecting progressively copper services and HFC broadband services, commencing to acquire wholesale services from NBN Co. and providing NBN Co. with access to large volumes of certain types of Telstra's infrastructure. This will mean that Telstra will substantially rely on the NBN fibre network to offer fixed line services to premises in the geographic areas in which NBN Co. intends to roll out the NBN fibre network, or the premises which are passed or intended to be passed by the NBN fibre network within one or more rollout regions ("**NBN Fibre Footprint**").

Telstra will continue to retain and operate its Next G® wireless network, Next IP™ core fibre network, backhaul fibre network and HFC cable network (for delivery of pay TV services). Telstra will also retain and operate its copper network and will continue to provide broadband services over its HFC cable network as relevant outside areas where the NBN fibre network has been deployed. Telstra will also retain ownership of the infrastructure accessed by NBN Co. (except for lead-in conduits).

In return for its participation in the rollout of the NBN, Telstra will receive payments from NBN Co. and the Commonwealth, and will benefit from certain Government policy commitments.

The key commitments under the Definitive Agreements include:

- Telstra disconnecting progressively copper services and HFC broadband services that are provided to premises in the NBN Fibre Footprint as the NBN fibre network is rolled out;

- NBN Co. committing to key product features and prices in supplying Telstra with NBN Co.'s basic service offering on the NBN fibre network;

- Telstra providing NBN Co. with long-term access to large volumes of parts of its infrastructure (including dark fibre links, exchange rack spaces and ducts), as well as initial access to lead-in conduits (which will then be transferred by Telstra to NBN Co. as lead-in fibre is installed in the lead-in conduit); and

- the Commonwealth implementing a package of measures including: (i) increased funding for Telstra's provision of the USO services; (ii) funding for the retraining of certain Telstra staff and for certain customer migration costs; and (iii) arranging for NBN Co. to conduct a public education campaign that informs end users about the nature and timing of the rollout of the NBN fibre network in their area.

In addition, the Government made policy commitments to:

- implement reforms to the USO, including the establishment of the Telecommunications Universal Service Management Agency ("**TUSMA**"), which assumed regulatory responsibility for the USO as the NBN Fibre Network is rolled out and to pay Telstra to provide the USO services. In July 2015, TUSMA was abolished. However, its functions and obligations have been transferred to the Department of Communications and the Arts; and

- make NBN Co. responsible for installing fibre in new developments of 100 or more premises approved after 1 January 2011 as well as in smaller developments in areas that the NBN fibre network will reach within 12 months as it is being rolled out. This transfer of responsibility from Telstra to NBN Co. is expected to allow Telstra to realise significant future cost savings.

The main change in the revised Definitive Agreements to the original agreements relates to the approach taken to Telstra's copper and HFC networks. Under the original agreements, Telstra was required to progressively disconnect premises connected to its copper and HFC broadband networks as the NBN is rolled out. Under the revised agreements, Telstra will continue to disconnect premises. However, where NBN Co. uses the copper and HFC networks to deliver an NBN service, Telstra will progressively transfer ownership, and the operational and maintenance responsibility for the relevant copper and HFC assets, to NBN Co. The payment structure remains linked to the rollout of the NBN. Telstra will continue to deliver Foxtel pay TV services through continued access to the HFC network negotiated with NBN Co..

Since December 2014, Telstra has entered into a number of agreements with NBN Co. under which Telstra will supply planning and design services to support the rollout of the NBN as well as the provisioning of services and maintenance of NBN Co.'s network.

On 21 December 2015, Telstra signed a Memorandum of Understanding with NBN Co. to negotiate a contract covering the design, engineering, procurement and construction management of the NBN network in the HFC footprint covered by our existing HFC network. We expect negotiation of this contract to be completed by mid 2016.

For further important information on this Government initiative which affects our business see the "Risk Factors – National Broadband Network" section on pages 16 to 17 inclusive of this Offering Circular.

Subscription television

We own 50 percent of Foxtel, with News Corporation owning the other 50 percent. Foxtel is Australia's leading provider of subscription television services.

International investments

Growth into Asia continues to be one of our key strategic initiatives. Our international investment encompasses our China digital media portfolio and our connectivity business, Telstra International and Global Enterprise Services.

Our Chinese businesses including Autohome provide digital media services in IT, consumer electronics and auto segments. We have licenses in Asia, Europe and the Americas and facilitate access to over 2,000 Points of Presence in 230 countries and territories across the globe.

In April 2015, we completed the acquisition of Pacnet (a provider of connectivity, managed services and data centre services to carriers, multinational corporations and governments in the Asia-Pacific region), including interests in its PRC joint venture, PBS, which is licensed to operate a domestic IP Virtual Private Network and provide data centre services in most major provinces in the PRC. The acquisition of Pacnet has helped us grow our capability internationally and our combined network now carries 30% of Asia's lit capacity. We are in the process of integrating Pacnet into our existing business.

On 28 August 2015, in response to media speculation we announced that we were considering an investment in a wireless joint venture in the Philippines with San Miguel Corporation and finance was being sought for that joint venture. On 14 March 2016, we announced that Telstra and San Miguel Corporation had agreed to bring negotiations to an end.

Directors

As at the date of this Offering Circular, our directors are as follows:

Name	Position	Initial appointment	Last elected/re-elected
Catherine B Livingstone AO	Chairman, Non-executive Director	2000	2014
Andrew R Penn	Chief Executive Officer, Managing Director	2015	n/a
Peter R Hearl	Non-executive Director	2014	2014
Russell A Higgins AO	Non-executive Director	2009	2015
Chin Hu Lim	Non-executive Director	2013	2013
John P Mullen	Non-executive Director	2008	2014
Nora L Scheinkestel	Non-executive Director	2010	2013
Margaret L Seale	Non-executive Director	2012	2015
Steven M Vamos	Non-executive Director	2009	2015
Traci (Trae) Vassallo	Non-executive Director	2015	2015

Our 2015 Annual Report sets outs (a) further information about the directors of the Telstra Group, and (b) the names and other information about the senior executives of the Telstra Group who are not directors (including their functions at Telstra) and, where applicable, in respect of directors only, an indication of the principal activities performed by them outside Telstra where these are significant with respect to Telstra - see pages 36 to 38 of our 2015 Annual Report which is incorporated into this Offering Circular by reference (see "Documents incorporated by reference" on page 8 of this Offering Circular). The information regarding the directors and senior executives of the Telstra Group set out in the 2015 Annual Report is subject to publicly announced updates, including the ASX release of 13 August 2015, entitled "Trae Vassallo nominated to join Telstra Board; Geoffrey Cousins and John Zeglis to retire at Annual General Meeting" and available at www.telstra.com.au sets out further information about director Trae Vassallo.

Information about the directors of the Telstra Group (including biographies) is updated periodically via http://www.telstra.com.au/aboutus/our-company/present/the-board/. Information about the senior executives of the Telstra Group is updated periodically via https://www.telstra.com.au/aboutus/our-company/present/leadership-team/.

On 1 May 2015, Andrew Penn replaced David Thodey as Chief Executive Officer of Telstra. On 1 May 2015, Warwick Bray replaced Andrew Penn as CFO. On 24 February 2016, Telstra announced that Telstra Chairman Catherine Livingstone AO will retire from the Telstra Board of Directors, to be succeeded as Chairman by John Mullen. Ms Livingstone will hand over to Mr Mullen in the coming months, allowing for a smooth transition once Mr Mullen is free from his obligations as Managing Director and Chief Executive Officer of Asciano Limited.

Legal and Arbitration proceedings

During the twelve months preceding the date of this Offering Circular, there have been no governmental, legal or arbitration proceedings involving us (nor are any such proceedings pending or threatened of which we are aware) which may have, or have had, a significant effect on our financial position or profitability. According to a media report, a firm of lawyers are registering interest for a potential class action against telecommunication companies (including Telstra) in relation to the charging of late payment fees. At this stage no proceedings have been filed or threatened against us, and it is not currently possible to determine whether such proceedings are likely to be filed (or the likely outcome or effect on our financial position if such proceedings are filed).

Recent developments

There have been no other significant changes in our prospects, financial position or trading position since the date of our last published financial statements (being 31 December 2015 and as published in our 2016 Half Year Report which is incorporated into this Offering Circular by reference (see "Documents incorporated by reference" on page 8 of this Offering Circular)).

Credit rating

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

- Standard and Poor's (Australia) Pty Ltd: A (stable);
- Moody's Investors Service Pty Limited: A2 (stable); and
- Fitch Australia Pty Ltd: A (stable).

Further information

Further information about the Telstra Group is set out in our 2015 Annual Report and our 2014 Annual Report, as those documents are incorporated by reference in, and form part of, this Offering Circular, (see "Documents incorporated by reference" on page 8 of this Offering Circular).

Trade marks

™ and ® denote trade marks of Telstra Corporation Limited (ABN 33 051 775 556).

Terms and Conditions of the Notes

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31	Variation
32	Further issues
33	Notices to Noteholders
34	Substitution of Issuer
35	Governing law and jurisdiction
36	Third party rights
37	Interpretation

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 Corporation Limited (ABN 33 051 775 556) ("**Issuer**") has established a debt issuance program for the issuance of Notes with an aggregate principal amount not exceeding €15,000,000,000 (or the equivalent in other currencies at the date of issue of any Notes).

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 Issue documentation

Subject to applicable Directives, the Issuer may issue Notes under the Program in any applicable country including Australia, New Zealand, Canada and countries in Europe and Asia (but not the United States). Notes issued in bearer form or registered form into capital markets outside Australia, New Zealand 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 and New Zealand capital markets will be issued under the Australian Note Deed Poll and the New Zealand Note Deed Poll respectively. Notes issued in Canada and 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.

1.4 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.

1.5 Summaries

Certain provisions of these Conditions are summaries of the Euro Fiscal Agency Agreement, the Australian Registry Services Agreement, the New Zealand Registry Services Agreement 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 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.

1.6 Interpretation

Defined terms and interpretation provisions are set out in Condition 37 ("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 or the relevant Registrar, whether specified in the applicable Pricing Supplement or otherwise. References to 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 Agent (and, where relevant, the Fiscal 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 Deed of Covenant is available for inspection at the office of the relevant Registrar. 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 Deed of Covenant.

Registered Euro/CMU Notes are represented by registered certificates ("**Certificates**") and, save as provided in Condition 9.3, 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 Canadian Domestic Notes

Canadian Domestic Notes have the benefit of the Deed of Covenant specified in the relevant Pricing Supplement and are represented by certificates, each certificate representing one or more Notes registered in the name of the recorded holder of such Canadian Domestic Notes.

2.6 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.

2.7 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.

6 Negative pledge

6.1 Negative pledge

So long as any Notes of any Series remain Outstanding the Issuer must 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:

(i) at the same time or prior thereto it secures the Notes equally and rateably with that Relevant Indebtedness; or

(ii) 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"):

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 other than:

(a) one arising by operation of law; or

(b) one 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 Personal Property Securities Act 2009 of Australia.

7 Title

7.1 Scope of this condition

This Condition 7 ("Title") does not apply to Australian Domestic Notes or New Zealand 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 Euro/CMU 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, the Euro Fiscal Agent and the Euro/CMU 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 Notes is registered as the absolute owner of the Registered Euro/CMU Notes.

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 and the Euro Fiscal Agent or the CMU Lodging Agent (as applicable) must treat:

(a) for the purposes of payment of principal or interest on the principal amounts of those Notes, 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; and

(b) 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, 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.

7.6 Payment of amounts in respect of Global Notes held through the CMU

In respect of a Global Note held 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 (as set out in a CMU Instrument Position Report or any other relevant notification supplied to the CMU Lodging Agent by the CMU as at the business day before the date for payment) and, save in the case of final payment, no presentation of the relevant Global Note shall be required for such purpose.

7.7 Canadian Domestic Notes

(a) Title to Canadian Domestic Notes passes upon registration in a register which the Issuer must procure to be kept by the Canadian Registrar in accordance with the provisions of the Canadian Registry Services Agreement.

(b) Subject to Condition 11 ("Transfers of Canadian Domestic Notes") and except as otherwise required by law, the Issuer and the Canadian Registrar must treat the registered holder of any Canadian Domestic Note as the absolute owner of that Canadian Domestic Note for all purposes, whether or not such Canadian Domestic Note is overdue and notwithstanding any notice of ownership, theft or loss or any writing thereon made by anyone.

8 Title to Australian and New Zealand Domestic Notes

8.1 Defined terms

In this Condition 8:

(a) "**Note**" means an Australian Domestic Note or a New Zealand Domestic Note, as the case may be;

(b) "**Register**" means the Australian Register or the New Zealand Register, as the case may be; and

(c) "**Registrar**" means the Australian Registrar or the New Zealand Registrar, as the case may be.

8.2 Registered form

Each Note takes the form of an entry in the 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.

8.3 Effect of entries in Register

Each entry in the Register in respect of a 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 Note in accordance with these Conditions; and

(c) an entitlement to the other benefits given to the Noteholders under these Conditions in respect of the relevant Note.

8.4 Register conclusive as to ownership

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

8.5 Non-recognition of interests

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

(a) a person as holding a Note on any trust; or

(b) any other interest in any Note or any other right in respect of a Note except an absolute right of ownership in the registered holder, whether or not it has notice of the interest or right.

8.6 Joint holders

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

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 Euro/CMU 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 Registered Euro/CMU Notes will, within three Business Days (in the place of the specified office of the Euro/CMU Registrar) of receipt of such request for exchange or form of transfer, be available for delivery at the specified office of the Euro/CMU 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 Euro/CMU 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 Euro/CMU 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 and New Zealand Domestic Notes

10.1 Defined terms

In this Condition 10:

(a) "**Note**" means an Australian Domestic Note or a New Zealand Domestic Note, as the case may be; and

(b) "**Registrar**" means the Australian Registrar or the New Zealand Registrar, as the case may be.

10.2 Transfers in whole

Notes may be transferred in whole but not in part.

10.3 Compliance with laws

Notes may only be transferred if:

(a) in the case of Australian Domestic Notes, 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 Parts 6D.2 or 7.9 of the Corporations Act;

(b) in the case of New Zealand Domestic Notes, the offer or invitation giving rise to the transfer does not constitute a "regulated offer" within the meaning of section 41(1) of the Financial Markets Conduct Act 2013 of New Zealand (the "**NZ FMC Act**"), provided that Notes may not be transferred to any person that is a "wholesale investor" under the NZ FMC Act solely because that person is an "eligible investor" (within the meaning of clause 3(3)(a) of Schedule 1 of the NZ FMC Act) or meets the "investment activity criteria" specified in clause 38 of Schedule 1 to the NZ FMC Act; and

(c) the transfer complies with any other applicable Directives.

10.4 Transfer procedures

Australian Domestic Notes must be entered in the Austraclear System. Unless New Zealand Domestic Notes are entered in the NZClear System, application for the transfer of New Zealand Domestic Notes must be made by the lodgment of a transfer form with the New Zealand Registrar. Transfer forms are available from the New Zealand Registrar. Each form must be:

(a) duly completed;

(b) accompanied by any evidence as the New Zealand Registrar may require to prove the title of the transferor or the transferor's right to transfer the New Zealand Domestic Note; and

(c) signed by both the transferor and the transferee.

Notes entered in the Austraclear System or the NZClear System, are transferable only in accordance with the Austraclear Regulations or the NZClear Regulations, as the case may be.

10.5 Restrictions on transfers

Transfers will not be registered later than the close of business on:

(a) in the case of Domestic Australian Notes, the eighth calendar day prior to the Maturity Date; or

(b) in the case of New Zealand Domestic Notes, the tenth calendar day prior to the Maturity Date.

11 Transfers of Canadian Domestic Notes

11.1 Transfers of interests in Canadian Domestic Notes

A Canadian Domestic Note may, upon the terms and subject to the conditions set forth in the Canadian Registry Services Agreement, be transferred in whole or in part in the Specified Denominations set out in the applicable Pricing Supplement. In order to effect any such transfer:

(a) the holder or holders must:

(i) surrender the Canadian Domestic Note for registration of the transfer of that Canadian Domestic Note (or the relevant part of that Canadian Domestic Note) at the specified office of the Canadian Registrar, with the form of transfer thereon duly completed and executed by the holder or holders thereof or his or their attorney or attorneys duly authorised in writing; and

(ii) complete and deposit such other certifications as may be required by the Canadian Registrar; and

(b) the Canadian Registrar must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request.

Any such transfer will be subject to such reasonable regulations as the Issuer and the Canadian Registrar may from time to time prescribe. Subject as provided above, the Canadian Registrar will, within three Business Days (being for the purpose of this Condition 11 a day on which banks are open for business in the place of the specified office of the Canadian Registrar) of receipt of the form of transfer (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations) authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail to such address as the transferee may request, a new Canadian Domestic Note of a like aggregate nominal amount to the Canadian Domestic Note (or the relevant part of the Canadian Domestic Note) transferred. In the case of the transfer of part only of a Canadian Domestic Note, a new Canadian Domestic Note in respect of the balance of the Canadian Domestic Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor.

11.2 Costs of registration

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

11.3 Closed Periods

Neither the Issuer nor the Canadian Registrar is required:

(a) in the event of a partial redemption of Canadian Domestic Notes under Condition 17 ("General provisions applicable to interest"):

(i) to register the transfer of Canadian Domestic Notes (or parts of Canadian Domestic Notes) during the period beginning on the 15th day before the date of the partial redemption and ending on the day on which notice is given specifying the serial numbers of Canadian Domestic Notes called (in whole or in part) for redemption (both inclusive); or

(ii) to register the transfer of any Canadian Domestic Note, or part of a Canadian Domestic Note, called for redemption; or

(b) to register the transfer of Canadian Domestic Notes (or parts of Canadian Domestic Notes):

(i) during the period of 10 Business Days immediately prior to any Record Date in respect of that Note; or

(ii) during the period commencing on the Record Date in respect of the final Interest Payment Date in respect of that Note and ending on such Interest Payment Date.

Part 4 Interest

12 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.

13 Fixed Rate Notes

13.1 Application

This Condition 13 ("Fixed Rate Notes") applies to the Notes only if the relevant Pricing Supplement states that it applies.

13.2 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").

13.3 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.

13.4 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.

13.5 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 Senior 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 Senior 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 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.

14 Floating Rate Note and Variable Interest Notes

14.1 Application

This Condition 14 ("Floating Rate Note and Variable Interest Notes") applies to the Notes only if the relevant Pricing Supplement states that it applies.

14.2 Interest on Floating Rate Notes and Variable Interest Notes

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:

(a) on each Interest Payment Date; or

(b) 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").

14.3 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 or Screen Rate Determination shall apply accordingly, depending upon which is specified in the relevant Pricing Supplement.

14.4 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 as a rate equal to the relevant ISDA Rate plus or minus (as appropriate) the Margin (if any).

For the purposes of this Condition 14.4, "**ISDA Rate**" for an Interest Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

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

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

(c) the relevant Reset Date is the first day of that Interest Period unless otherwise specified in the relevant Pricing Supplement.

For the purposes of this Condition 14.4, "**Floating Rate**", "**Calculation Agent**", "**Floating Rate Option**", "**Designated Maturity**", "**Reset Date**" and "**Swap Transaction**" have the meanings given to those terms in the ISDA Definitions.

14.5 Screen Rate Determination

Where Screen Rate 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 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) at 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.

If Condition 14.5(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.

If the Relevant Screen Page is not available or if, in the case of Condition 14.5(a) above, no such Relevant Rate appears or, in the case of Condition 14.5(b) above, fewer than three Relevant Rates appear, the Calculation Agent shall request the relevant Reference Banks to provide the Calculation Agent with the rate or rates 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 Calculation Agent 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 (being the nearest equivalent to the Relevant Rate) that at least two out of five leading banks selected by the Calculation Agent in the Relevant Financial Centre are quoting at or about the Relevant Time on the Interest Determination Date to leading banks carrying on business in the Relevant Financial Centre; except that if fewer than two of such banks are quoting to leading banks in the Relevant Financial Centre, the Interest Rate shall be the Interest Rate determined on the previous Interest Determination Date (after readjustment for any difference between any Margin, Maximum Rate of Interest or Minimum Rate of Interest applicable to the preceding Interest Period and to the relevant Interest Period).

If the relevant Pricing Supplement specifies an alternate method for the determination of the Screen Rate Determination, then that alternate method will apply.

14.6 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.

14.7 Maximum or Minimum Interest Rate

If the applicable Pricing Supplement specifies a Minimum Rate of Interest 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 14.4 and 14.5 above is less than such Minimum Rate of Interest, the Interest Rate for such Interest Period shall be such Minimum Rate of Interest. Unless otherwise stated in the applicable Pricing Supplement, the Minimum Rate of Interest shall be deemed to be zero.

If the applicable Pricing Supplement specifies a Maximum Rate of Interest 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 14.4 and 14.5 above is greater than such Maximum Rate of Interest, the Interest Rate for such Interest Period shall be the Maximum Rate of Interest specified in the applicable Pricing Supplement.

14.8 Calculation of Interest Rate and interest payable

The Calculation Agent 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.

14.9 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.

14.10 Notification of Interest Rate, interest payable and other items

The Calculation Agent must notify the Issuer, 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 14.10 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.

14.11 Determination final

The determination by the Calculation Agent 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 Noteholder, the relevant Registrar, the relevant Agent and the Calculation Agent.

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 a Canadian Domestic Note, an Australian Domestic Note or a New Zealand 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, in the case of Notes held through the CMU, the CMU Lodging 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 percent being rounded up to 0.00001 percent);

(b) all amounts denominated in any currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards (save in the case of Japanese Yen which will be rounded down to the nearest Yen);

(c) all figures must be rounded to five significant figures (with halves being rounded up); and

(d) all amounts that are due and payable must be rounded to the nearest sub-unit (with halves being rounded up).

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; or

(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 is required under Condition 25.2 ("Withholding tax") to increase the amount of a payment 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, in the case of Notes held through the CMU, the CMU Lodging Agent) or the relevant Registrar, as the case may be, and the Noteholders (which notice is irrevocable); and

(b) if, before the Issuer gives the notice under paragraph (a), the Principal Paying Agent (or, in the case of Notes held through the CMU, the CMU Lodging 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 would be required under Condition 25.2 ("Withholding tax") to pay an additional amount in respect of the next payment due in respect of the Notes of that Series; and

(c) if the Notes are Fixed Rate Notes, no notice of redemption may be given 90 days prior to the earliest date on which the Issuer would be obliged to pay the additional amounts of a payment in respect of the Notes 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 would be obliged to pay the additional amounts of 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, in the case of Notes held through the CMU, the CMU Lodging 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**"):

(i) in the case of Redeemed Notes represented by Definitive Bearer Notes, Registered Euro/CMU Notes or Canadian Domestic Notes in definitive form, individually by lot in such European or Canadian 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;

(ii) in the case of Redeemed Notes represented by a Global Note, in accordance with the rules of the relevant Clearing System; and

(iii) in the case of Australian Domestic Notes and New Zealand 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 33.1(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, in the case of Notes held through the CMU, the CMU Lodging 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, the CMU Lodging 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 and, if the Registered Notes are

Canadian Domestic Notes and less than the full nominal amount of Registered Notes so surrendered is to be redeemed, an address to which a new Registered Note in respect of the balance of the Registered Notes is to be sent subject to and in accordance with Condition 9 ("No exchange of Notes; Transfers of Registered Euro/CMU Notes"), Condition 10 ("Transfers of Australian and New Zealand Domestic Notes") or Condition 11 ("Transfer of Canadian 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 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").

18.7 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").

18.8 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.

18.9 Purchase

The Issuer or any of its 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. If purchases are made by tender, tenders must be available to all Noteholders alike.

18.10 Cancellation

All Notes so redeemed or purchased by the Issuer or any of its Subsidiaries under Condition 18.9 ("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 or Renminbi 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;

(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; and

(c) payment in Renminbi shall be made to a Renminbi account maintained by or on behalf of the payee with a bank in Hong Kong in accordance with applicable laws, rules, regulations and guidelines issued from time to time (including all applicable laws and regulations with respect to settlement in Renminbi in Hong Kong).

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 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 25 ("Taxation").

In particular, if any withholding or deduction is made for or on account of the U.S. Foreign Account Taxation 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 such sections of the Code) ("**FATCA**"), the Issuer will not be required to pay any additional amount under Condition 25 on account of such withholding or deduction.

For the avoidance of doubt, the provisions of Condition 25 in relation to the payment of additional amounts (as specified in Condition 25) only apply in respect of withholdings or deductions of Taxes (as defined in Condition 25) required by law and imposed or levied by or on behalf of the Commonwealth of Australia or Victoria 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.

19.5 Payment of U.S Dollar Equivalent

Notwithstanding any other Condition, if by reason of Inconvertibility, Non-transferability or Illiquidity, the Issuer determines in good faith it is not able, or it would be impracticable for it, to satisfy payments in respect of the Notes in Renminbi in Hong Kong, the Issuer shall settle any such payment in U.S dollars on the due date for payment at the U.S Dollar Equivalent of any such Renminbi denominated amount and give notice thereof (including details thereof) as soon as practicable to the Noteholders in accordance with Condition 33.1.

In such event, payment of the U.S Dollar Equivalent of the relevant amounts of principal or interest in respect of the Notes shall be made in accordance with Condition 19.2

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 26 ("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 held 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 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.

21.3 Holders of Global Notes entitled to payments

The holder of a Global Note is the only person entitled to receive payments in respect of Notes represented by that Global Note and:

(a) the Issuer is discharged by payment to, or to the order of, the holder of such Global Note in respect of each amount so paid; and

(b) each person shown in the records of Euroclear, Clearstream, Luxembourg or CMU as the beneficial holder of a particular principal amount of Notes represented by a Global Note must look solely to Euroclear, Clearstream, Luxembourg or CMU, as the case may be, for that person's share of each payment so made by the Issuer, or to the order of, the holder of such Global Note.

21.4 Registered Notes

This Condition 21 does not apply to Global Notes that are Australian Domestic Notes, New Zealand Domestic Notes or Canadian Domestic Notes. Payments in respect of Australian Domestic Notes and New Zealand Domestic Notes are covered in Condition 23 and Canadian Domestic Notes in Condition 24.

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 below.

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

(a) Interest (which for the purpose of this Condition 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 or in the case of Renminbi, on the fifth day before the due date for payment thereof (the "**Record Date**").

(b) Other than a Registered Euro/CMU Note held 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 held 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 Agent by the CMU in a relevant CMU Instrument Position Report or any 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 and New Zealand Domestic Notes

23.1 Defined terms

In this Condition 23:

(a) "**Note**" means an Australian Domestic Note or a New Zealand Domestic Note, as the case may be;

(b) "**Registrar**" means the Australian Registrar or the New Zealand Registrar, as the case may be; and

(c) "**Registry Services Agreement**" means the Australian Registry Services Agreement or the New Zealand Registry Services Agreement, as the case may be.

23.2 Registrar is principal paying agent

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

23.3 Method of payment - Notes in a Clearing System

If Notes are held in the Austraclear System or the NZClear 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 Note;

(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 Notes; and

(c) principal in respect of New Zealand Domestic Notes will be made to the persons registered at the opening of business on the payment date as the holder of such 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 or the NZClear Regulations, as the case may be.

23.4 Method of payment - Notes not in a Clearing System

If Notes are not held in the Austraclear System or the NZClear 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 Notes; and

(b) principal will be made to the persons registered at 10.00am on the payment date as the holder of such Notes,

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

(c) by cheques dispatched by post on the relevant payment date at the risk of the Noteholder; or

(d) at the option of the Noteholder by the Registrar giving irrevocable instructions for the effecting of a transfer of the relevant funds to an account in Australia or New Zealand, as the case may be, specified by the Noteholder to the Registrar; or

(e) in any other manner in which the 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 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 Registrar is shown, to the satisfaction of the Registrar, not to have reached the Noteholder and the

Registrar is able to recover the relevant funds, the Registrar may make such other arrangements as it thinks fit for the effecting of the payment.

24 Payments in respect of Canadian Domestic Notes

24.1 Defined terms

In this Condition 24:

(a) "**Designated Account**" means the account maintained by a holder with a Designated Bank and identified as such in the Register;

(b) "**Designated Bank**" means a bank in the principal financial centre of the country of the Specified Currency;

(c) "**Note**" means a Canadian Domestic Note;

(d) "**Paying Agent**" means a Canadian paying agent appointed in respect of the Notes;

(e) "**Register**" means the Canadian Register; and

(f) "**Registrar**" means the Canadian Registrar.

24.2 Payment of Principal

Payments of principal (other than instalments of principal prior to the final instalment) in respect of each Note in definitive registered form will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of that the applicable Note at the specified office of the Registrar or any of the Paying Agents. All such payments of principal will be made by transfer to the Designated Account (as defined above) of the holder (or the first named of joint holders) of that Note appearing in the Register at the close of business on the Record Date.

Notwithstanding the previous paragraph, if:

(a) a Noteholder does not have a Designated Account; or

(b) the nominal amount of the Notes held by a holder is less than C$250,000 (or its approximate equivalent in any other Specified Currency),

payment will instead be made by a cheque in the Specified Currency drawn on a Designated Bank.

24.3 Payment of Interest and Instalments

(a) Payments of interest and payments of instalments of principal (other than the final instalment) in respect of a Global Note will be made by transfer to the Designated Account of the holder of that Note appearing in the Register at the close of business on the Record Date and each Note in definitive registered form will be made by a cheque in the Specified Currency drawn on a Designated Bank and mailed by uninsured mail on the Business Day in the city where the specified office of the Registrar is located immediately preceding the relevant due date to the holder (or the first named of joint holders) of the Note appearing in the Register at the close of business on the Record Date at his address shown in the Register on the Record Date and at his risk. Upon application of the holder to the specified office of the Registrar not less than three Business Days in the city where the specified office of the Registrar is located before the due date for any payment of interest in respect of a Note, the payment shall be made by transfer to the Designated Account on the due date in the manner provided in Condition 24.2 ("Payment of Principal") and all future payments of interest (other than interest due on redemption) and instalments of principal (other than the final instalment) in respect of the Notes which become payable to the holder who has made the initial application shall be made in the same manner until such time as the Registrar is notified in writing to the contrary by such holder. Payment of the interest due in respect of each such Note on redemption and the final instalment of principal will be made in the same manner as payment of the principal in respect of such Note as provided in Condition 24.2.

(b) Noteholders are not entitled to any interest or other payment for any delay in receiving any amount due in respect of any such Note as a result of a cheque posted in accordance with this

Condition 24 arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by the Registrar in respect of any payments of principal or interest in respect of such Notes.

25 Taxation

25.1 No set-off, counterclaim or deductions

All payments 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).

25.2 Withholding tax

If a law requires the Issuer 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 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 25.3 ("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 of it, 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 Victoria or any political subdivision thereof or any authority therein or thereof having power to tax. In particular, if any withholding or deduction is made for or on account of FATCA (as defined in Condition 19.3), the Issuer will not be required to pay any additional amount under paragraph (b) above on account of such withholding or deduction.

25.3 Withholding tax exemptions

Condition 25.2(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; or

(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 25.2(b) ("Withholding tax") on presenting the same, or making demand, for payment on the last day of the period of 30 days; or

(c) on account of Taxes which are payable by reason of the Noteholder being an associate of the Issuer for the purposes of section 128F of the Tax Act; or

(d) 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 or its agent 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; or

(e) which is presented for payment by or on behalf of a Noteholder who would have been able to avoid such withholding or deduction by presenting the relevant Note to another Paying Agent in a member state of the European Union.

25.4 New Zealand resident withholding tax exemptions

Each holder of a New Zealand Domestic Note who holds a certificate of exemption from New Zealand resident withholding tax for the purpose of the Income Tax Act 2007 (N.Z.) must provide to the Issuer or the New Zealand Registrar either the original or a certified copy of that certificate, unless the holder is a registered bank under the Reserve Bank of New Zealand Act 1989.

The Issuer and the New Zealand Registrar may treat the holder of a New Zealand Domestic Note as not holding a certificate of exemption if:

(a) the holder fails to comply with the above; or

(b) the Issuer is otherwise not satisfied that the holder holds such a certificate.

The Issuer may require the holder of a New Zealand Domestic Note who claims any exemption from New Zealand non-resident withholding tax to provide such evidence as the Issuer may require to satisfy itself that the holder of a New Zealand Domestic Note has a right to any such exemption.

26 Time limit for claims

26.1 Time limit

A claim against the Issuer for a payment under a Note (whether in bearer or registered form), Receipt or Coupon (which in this Condition 26.1, 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.

26.2 Discharge of Issuer

The Issuer 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.

26.3 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

27 Events of Default

27.1 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; or

(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; or

(c) (**cross default**) any indebtedness in excess of A$50,000,000 (or its equivalent in any other currency) of the Issuer 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; or

(d) (**insolvency**) an Insolvency Event occurs in respect of the Issuer; or

(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

(f) (**obligations unenforceable**) any of the Notes, the relevant Deed of Covenant, the Australian Note Deed Poll or the New Zealand Note Deed Poll is or becomes wholly or partly void, voidable or unenforceable.

27.2 Associated definition

In Condition 27.1 ("Event of Default"):

"**Insolvency Event**" means the happening of any of these events:

(a) except to reconstruct or amalgamate while solvent, the Issuer 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; or

(b) the Issuer 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 be wound up or the Issuer is otherwise wound up or dissolved; or

(c) the Issuer 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 for a monetary amount in excess of A$50,000,000 (or its equivalent in any other currency) is returned wholly or partly unsatisfied.

27.3 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 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

28 Agents

28.1 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 do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.

28.2 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 28.3 ("Required Agents"), the Issuer reserves 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.

28.3 Required Agents

The Issuer shall:

(a) at all times maintain a Euro Fiscal Agent, CMU Lodging Agent, (for so long as there are any Registered Euro/CMU Notes outstanding) a Euro/CMU Registrar and (for so long as there are any Australian Domestic Notes Outstanding) an Australian Registrar and (for so long as there are any New Zealand Domestic Notes Outstanding) a New Zealand Registrar and (for so long as there are any Canadian Domestic Notes Outstanding) a Canadian 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:

(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.

29 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.

30 Meetings of Noteholders

30.1 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 by the Issuer and must be convened by the Issuer upon the request in writing of Noteholders holding not less than 10 percent 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 percent 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 percent or, at any adjourned meeting, 25 percent 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, a resolution in writing signed by or on behalf of all Noteholders who for the time being are entitled to receive notice of a meeting of Noteholders will take effect as if it were an Extraordinary Resolution. 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.

30.2 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.

31 Variation

31.1 Variation of Notes and Conditions

The Notes, these Conditions and any Program Document may be amended without the consent of the Noteholders or the Couponholders to correct a manifest error.

31.2 Variation of Program Documents

The parties to any Program Document may agree to modify any provision of it, 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; or

(b) it is made to correct a manifest error; or

(c) it is, in the opinion of such parties, not materially prejudicial to the interests of the Noteholders.

31.3 Notice

Notice of any amendment or variation of the Notes, these Conditions or any Program Document shall promptly be given to the Noteholders.

32 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.

33 Notices to Noteholders

33.1 Form

A notice or other communication in connection with a Note to the Noteholder must be in writing and:

(a) (if permitted by the relevant listing authority, stock exchange and/or quotation system) in the case of Notes represented by a Temporary Global Note or a Permanent Global Note, 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; or

(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; or

(c) if the Note is a New Zealand Domestic Note, it may be given in an advertisement published in each of the New Zealand Herald and The Dominion Post or any other newspaper or newspapers circulating in New Zealand generally; or

(d) if the Note is a Registered Note (including a Registered Euro/CMU Note, a Canadian Domestic Note, an Australian Domestic Note or a New Zealand 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; or

(e) 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 (i) Euroclear or Clearstream, Luxembourg, CDS or any other clearing system (except as provided in (ii) below), 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, or (ii) the CMU, notices to the holders of Notes of that Series may be given by delivery of the relevant notice to the persons shown in a CMU Instrument Position Report issued by the CMU on the second business day preceding the date of dispatch of such notice as holding interests in the relevant Global Note.

33.2 When effective

A notice given in accordance with Condition 33.1 ("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; or

(b) in the case of delivery to Euroclear, Clearstream, Luxembourg, CDS, 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; and

(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).

33.3 Couponholders

Couponholders are taken for all purposes to have notice of the contents of any notice given to the Noteholders.

34 Substitution of Issuer

34.1 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 34 ("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) the Issuer irrevocably and unconditionally guarantees in favour of each Noteholder the payment of all sums payable by the Substitute Debtor in respect of the Notes;

(f) immediately after such substitution of the Issuer, no Event of Default will occur;

(g) 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;

(h) 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 25 ("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 34.1(a), 34.1(b) and 34.1(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), and shall not require the payment of additional amounts on account of any such withholding or deduction;

(i) 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), (g) and (h) above have been satisfied and that the Notes are legal, valid and binding obligations of the Substituted Debtor;

(j) the Substituted Debtor has a credit rating from an internationally recognised rating agency at least equal to the higher of the credit rating of the Issuer immediately prior to the substitution or an investment grade credit rating, such rating agency having been informed of the proposed substitution;

(k) the Notes have been assigned a credit rating from an internationally recognised rating agency at least equal to the higher of the credit rating of the Notes immediately prior to the substitution or an investment grade credit rating, such rating agency having been informed of the proposed substitution; and

(l) 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.

34.2 Notice

Notice of any such substitution shall be promptly given to the Noteholders in accordance with Condition 33 ("Notice to the Noteholders").

34.3 Effective Date

A substitution under this Condition 34 takes effect on and from the date ("**Effective Date**") specified under Condition 33.2, which must be a date not earlier than 30 days after the date on which the notice is given.

34.4 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; and

In Condition 27 ("Events of Default") a further event of default is deemed to be included, such that an event of default shall exist in the case that the guarantee pursuant to Condition 34.1(e) above is or becomes invalid for any reason.

35 Governing law and jurisdiction

35.1 Governing law

The Bearer Notes, Registered Euro/CMU Notes and Canadian Domestic Notes and any non-contractual obligations arising out of or in connection with the Bearer Notes, Registered Euro/CMU Notes and the Canadian Domestic 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. The New Zealand Domestic Notes are governed by and shall be construed in accordance with the law of New Zealand (each of these laws being the law of a "**Relevant Jurisdiction**").

35.2 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.

35.3 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.

35.4 Process agent – England

The Issuer agrees that the process by which any Proceedings in England are begun may be served on it by being delivered to Telstra Europe Limited at Telstra House, 21 Tabernacle Street, London EC2A 4DE 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 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.

35.5 Process agent - New Zealand

The Issuer agrees that the process by which any Proceedings in New Zealand are begun may be served on it by being delivered to General Counsel, TelstraClear Limited, Smales Farm Office Park,

corner Northcote and Taharato Road, Takapuna, Auckland or any other manner permitted by the laws of New Zealand.

35.6 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.

36 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.

37 Interpretation

37.1 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;

(c) the New Zealand Registry Services Agreement;

(d) the Canadian Registry Services Agreement; and

(e) 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 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 24 June 2009 in relation to the Australian Domestic Notes, or any replacement of it.

Broken Amount has the meaning given in the relevant Pricing Supplement.

Bearer Note means a Note which is in bearer form.

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 or the relevant Registrar, in the case of a Registered Note) London and any additional Business Centre specified in the applicable Pricing Supplement;

(b) in relation to a day requiring payment of any sum in euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in (unless otherwise agreed between the Issuer and the Euro Fiscal Agent, in the case of a Bearer Note or the relevant Registrar, in the case of a Registered Note) each (if any) Additional Financial Centre;

(c) in relation to a day requiring payment of any sum in Australian dollars, a day which banks are open for general banking business in (unless otherwise agreed between the Issuer and the Euro Fiscal Agent, in the case of a Bearer Note or the relevant Registrar, in the case of a Registered Note) Sydney and Melbourne and in each Additional Financial Centre (if any) (not being a Saturday, Sunday or public holiday in that place);

(d) in relation to a day requiring payment of any sum in New Zealand dollars, a day which banks are open for general banking business in (unless otherwise agreed between the Issuer and the Euro Fiscal Agent, in the case of a Bearer Note or the relevant Registrar, in the case of a Registered Note) Wellington and Auckland and in each Additional Financial Centre (if any) (not being a Saturday, Sunday or public holiday in that place);

(e) in relation to a day requiring payment or conversion of any sum in Renminbi, a day on which (unless otherwise agreed between the Issuer and the Euro Fiscal Agent, in the case of a Bearer Note or the relevant Registrar, in the case of a Registered Note): (i) in the case of Notes lodged with the CMU, the CMU is operating; and (ii) commercial banks are generally open for business and settlement of Renminbi payments in Hong Kong and in each Additional Financial Centre (if any) (not being a Saturday, Sunday or public holiday in that place);

(f) in relation to a day requiring payment of any sum in Singapore dollars, a day which banks are open for general banking business in (unless otherwise agreed between the Issuer and the Euro Fiscal Agent, in the case of a Bearer Note or the relevant Registrar, in the case of a Registered Note) Singapore and in each Additional Financial Centre (if any) (not being a Saturday, Sunday or public holiday in that place); and

(g) in relation to a day requiring payment of any sum in any other currency, 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 or the relevant Registrar, in the case of a Registered Note) the Principal Financial Centre of the relevant currency and in each (if any) Additional Financial Centre.

Business Centre(s) means each city specified as such in the relevant Pricing Supplement.

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 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.

Canadian Domestic Note means a registered debt obligation of the Issuer, issued in global form or, in certain limited circumstances in definitive form, in or substantially in the form set out in the Canadian Registry Services Agreement, the details of which are recorded in, and evidenced by inscription, in the Canadian Register and which settles and clears in CDS and, if so indicated in the relevant Pricing Supplement, may clear in Euroclear and Clearstream Luxembourg.

Canadian Register means a register, including any branch register, of Noteholders of Canadian Domestic Notes established and maintained by or on behalf of the Issuer.

Canadian Registrar means in relation to Canadian Domestic Notes, such person appointed by the Issuer pursuant to a Canadian Registry Services Agreement to maintain the Canadian Register in relation to Canadian Domestic Notes and perform such payment and other duties as specified in that agreement.

Canadian Registry Services Agreement means any agreement between the Issuer and the Canadian Registrar in relation to the Canadian Domestic Notes.

CDS means CDS Clearing and Depository Services Inc.

Clearing System means Euroclear, Clearstream, Luxembourg, the Austraclear System, the NZClear System, CDS, CMU and any other clearing system designated as such in a relevant Pricing Supplement.

Clearstream, Luxembourg means Clearstream Banking S.A..

CMU Instrument Position Report has the meaning given to such term in the CMU Rules.

CMU Lodging Agent means Deutsche Bank AG, Hong Kong Branch.

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 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.

CMU means the Central Moneymarkets Unit Service operated by the HKMA.

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 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 Period**" means the period from and including a Determination Date in any year but excluding the next Determination Date; and

"**Determination Date**" means the date(s) specified as such hereon or, if none is so specified, the Interest Payment Date(s);

(a) if "**Actual/365**" 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);

(b) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365;

(c) if "**Actual/360**" is so specified, means the actual number of days in the Calculation Period divided by 360;

(d) 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_1" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D_1" is the first calendar day, expressed as a number of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30;

(e) if "**30E/360**" or "**Eurobond Basis**" is 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_1" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D_1" is the first calendar day, expressed as a number of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D_2 will be 30;

(f) 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));

(g) if "**NZ Govt Bond Basis**" is so specified, means one divided by the number of Interest Payment Dates in a year; and

(h) if "**Actual/Actual Canadian Compound Method**" is so specified, whenever it is necessary to compute any amount of accrued interest in respect of the Notes for a period of less than one full year, other than in respect of any Fixed Coupon Amount or Broken Amount, such interest will be calculated on the basis of the actual number of days in the Calculation Period and a year of 365 days.

Deed of Covenant means:

(a) the deed of covenant dated 12 March 2015 executed by the Issuer in connection with the Program;

(b) the deed of covenant dated 12 October 2006 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/CMU Registrar means in relation to Registered Euro/CMU Notes, 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 euro fiscal agency agreement so entitled dated 31 October 2001, as amended and restated on 15 October 2002, supplemented on 14 November 2003 and amended on 23 September 2005, 12 October 2006, 24 October 2011 and on or about 12 March 2015 between the Issuer and 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 S.A./N.V.

Euro Note means any Note other than a Canadian Domestic Note, an Australian Domestic Note or a New Zealand Domestic Note.

Event of Default means an event so described in Condition 27 ("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 Euro/CMU 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 or Canadian Domestic Notes, a Registered Global Note.

HKMA means the Hong Kong Monetary Authority appointed pursuant to Section 5A of the Exchange Fund Ordinance (Cap. 66 of the laws of Hong Kong).

Illiquidity means the general Renminbi exchange market in Hong Kong becomes illiquid as a result of which the Issuer cannot obtain sufficient Renminbi in order to satisfy its obligation to make a payment in respect of the Notes.

Inconvertibility means the occurrence of any event that makes it impossible for the Issuer to convert into Renminbi any amount due in respect of the Notes into Renminbi on any Interest Payment Date, Maturity Date or other payment date in the general Renminbi exchange market in Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any governmental authority (unless such law, rule or regulation is enacted after the Issue Date of the first Tranche of the relevant Series and it is impossible for the Issuer due to an event beyond its control, to comply with such law, rule or regulation). For the avoidance of doubt, the

inability of a party to convert Renminbi solely due to issues relating to its creditworthiness shall not constitute inconvertibility.

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.

ISDA Definitions means the 2006 ISDA Definitions (as supplemented, amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series) published by the International Swaps and Derivatives Association, Inc or, if specified in the relevant Pricing Supplement, the 2000 ISDA Definitions, as published by the International Swaps and Derivatives Association Inc.

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 Corporation Limited (ABN 33 051 775 556).

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, the Canadian Registry Services Agreement 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.

New Zealand Domestic Note means a registered debt obligation of the Issuer constituted by, and owing under, the New Zealand Note Deed Poll, the details of which are recorded and evidenced by inscription in, the New Zealand Register.

New Zealand Note Deed Poll means any New Zealand note deed poll so entitled made by the Issuer in favour of Noteholders in connection with the Program.

New Zealand Register means a register, including any branch register, of Noteholders of New Zealand Domestic Notes established and maintained by or on behalf of the Issuer.

New Zealand Registrar means, in relation to New Zealand Domestic Notes, Computershare Investor Services Limited (NZBN 9429039441737) or such other person appointed by the Issuer pursuant to the New Zealand Registry Services Agreement to maintain the relevant Register in relation to New Zealand Notes and perform such payment and other duties as specified in that agreement.

New Zealand Registry Services Agreement means the agreement between the Issuer and the New Zealand Registrar in relation to New Zealand Domestic Notes, titled "New Zealand Registry Services Agreement" executed on or about 15 October 2002.

Non-transferability means the occurrence of any event that makes it impossible for the Issuer to deliver Renminbi between accounts inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong (including where the Renminbi clearing and settlement system for participating banks in Hong Kong is disrupted or suspended), other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any governmental authority (unless such law, rule or regulation is enacted after the Issue Date of the first Tranche of the relevant Series and it is impossible for the Issuer due to an event beyond its control, to comply with such law, rule or regulation).

Note means an Australian Domestic Note, a New Zealand Domestic Note, a Canadian 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; or

(b) the person whose name is entered in the Register as the holder of a Registered Note; or

(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.

NZClear Regulations means the regulations known as the "NZClear System Rules" established by the Reserve Bank of New Zealand to govern the use of the NZClear System.

NZClear System means the system operated by the Reserve Bank of New Zealand in New Zealand for holding securities and electronic recording and settling of transactions in those securities between members of that system.

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; or

(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; or

(c) Notes which have been purchased or cancelled in accordance with Condition 18.10 ("Cancellation"); or

(d) Notes in respect of which a Noteholder is unable to make a claim as a result of the operation of Condition 26 ("Time limit for claims"); or

(e) those mutilated or defaced Notes which have been surrendered and cancelled and in respect of which replacements have been issued under Condition 29 ("Replacement of lost or damaged Notes 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 Agent, the Euro/CMU Registrar, the Australian Registrar, the New Zealand Registrar, the Canadian Registrar and any 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 Renminbi, any day which is:

  (i) a day (other than a Saturday, a Sunday or a public holiday) on which commercial banks are generally open for business and settlement of Renminbi payments in Hong Kong and such other principal financial centre as may be agreed from time to time by the Issuer and the relevant Dealer(s) are open for business; and

  (ii) in the case of Notes lodged with the CMU, a day on which the CMU is operating;

(c) if the currency of payment is not euro or Renminbi, 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;

(c) in relation to New Zealand dollars, it means either Wellington or Auckland as selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent; and

(d) in relation to any other currency, the principal financial centre for that currency.

Principal Paying Agent means, 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;

(d) the New Zealand Note Deed Poll,

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) save as provided in (b) below, 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;

(b) in the case of Registered Euro/CMU Notes denominated in Renminbi and not held in CMU, the fifth day before the due date for payment;

(c) in the case of Registered Euro/CMU Notes held in CMU, at the relevant time as notified to the CMU Lodging Agent by the CMU in a relevant CMU Instrument Position Report;

(d) 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;

(e) in the case of New Zealand Domestic Notes, the tenth calendar day before the relevant date for payment or any date so described in the Pricing Supplement; and

(f) in the case of Canadian Domestic Notes, the fifteenth calendar day before the relevant date for payment or any date so described in the 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 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.*

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 Calculation Agent 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:

(a) if LIBOR is so specified, means the London Interbank Offered Rate;

(b) if EURIBOR is so specified, means the Euro Interbank Offered Rate;

(c) if CNH HIBOR is so specified, means the CNH Hong Kong Interbank Offered Rate;

(d) if BBSW is so specified, means the average mid-rate for prime bank eligible securities in the Australian financial market;

(e) if BKBM is so specified, means the Bank Bill Mid Market Settlement Rate in the New Zealand financial market; and

(f) if CDOR is so specified, means the Canadian Dollar Offered Rate.

Register means:

(a) in relation to Registered Euro/CMU Notes, the Euro/CMU Register;

(b) in relation to Australian Domestic Notes, the Australian Register;

(c) in relation to the New Zealand Domestic Notes, the New Zealand Register; and

(d) in relation to Canadian Domestic Notes, the Canadian Register.

Registered Euro/CMU Note means a Euro Note (including a Euro Note held through the CMU) in registered form.

Registered Global Note means:

(a) a Global Certificate; or

(b) a Canadian Domestic Note in global form representing Canadian Domestic Notes of one or more Tranches of the same Series in or substantially in the form set out in the Canadian Registry Services Agreement or in such other form as may be agreed between the Issuer, the Canadian Registrar and the relevant Dealer(s).

Registered Note means:

(a) a Registered Euro/CMU Note;

(b) an Australian Domestic Note;

(c) a New Zealand Domestic Note;

(d) a Canadian Domestic Note; or

(e) 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, the Euro/CMU Registrar;

(b) in relation to Australian Domestic Notes, the Australian Registrar;

(c) in relation to New Zealand Domestic Notes, the New Zealand Registrar; and

(d) in relation to Canadian Domestic Notes, the Canadian 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/CMU Registrar;

(b) in the case of Australian Domestic Notes, the Australian Registry Services Agreement;

(c) in the case of New Zealand Domestic Notes, the New Zealand Registry Services Agreement; and

(d) in the case of Canadian Domestic Notes, such registry services agreement as agreed between the Issuer and the Canadian Registrar.

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 held through the CMU, the CMU Lodging 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 Specified Duration.

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 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 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$**" or "**AUD**"), Canadian Dollars ("**C$**" or "**CAD**"), Euro ("**€**", "**Euro**" or "**EUR**"), Hong Kong Dollars ("**HKD**"), Japanese Yen ("**JPY**"), New Zealand Dollars ("**N.Z.$**" or "**NZD**"), Renminbi ("**RMB**"), 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 Duration means the period of time specified as such in the applicable Pricing Supplement, or if none is specified, a period of time equal to the relative Interest Period, ignoring any adjustment as a consequence of the applicable Business Day Convention.

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.

Spot Rate means, unless specified otherwise in the applicable Pricing Supplement, the spot RMB/U.S.$ exchange rate for the purchase of U.S. dollars with Renminbi in the over-the-counter Renminbi exchange market in Hong Kong for settlement in two Business Days, as determined by the Calculation Agent at or around 11.00 a.m. (Hong Kong time) on the Rate Determination Date, on a deliverable basis by reference to Reuters Screen Page TRADCNY3, or if no such rate is available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF. If neither rate is available, the Calculation Agent shall determine the rate taking into consideration all available information which the Calculation Agent deems relevant, including pricing information obtained from the Renminbi non-deliverable exchange market in Hong Kong or elsewhere and the RMB/U.S.$ exchange rate in the PRC domestic foreign exchange market.

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.

TARGET2 means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007 or any successor thereto.

TARGET Settlement Day means any day on which TARGET2 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).

U.S Dollar Equivalent means the Renminbi amount converted into U.S dollars using the Spot Rate for the relevant Rate Determination Date.

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.

37.2 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.

37.3 Number

The singular includes the plural and vice versa.

37.4 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of these Conditions.

37.5 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.

37.6 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 25 (“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 25 (“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.

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, "Risk Factors - U.S. Foreign Account Tax Compliance Withholding", "Risk Factors - FATCA withholding on payments of Notes paid through non-compliant custodians or intermediaries" and "Risk Factors - EU Savings Directive" on page 23 of this Offering Circular, and "General Information – "FATCA withholding and the ICSDs" and "General Information - The proposed EU financial transactions tax ("FTT")" on page 120 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 percent 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; and

(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 financiers, securities dealers or entities that carry on the business of investing in securities;
- 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% of the voting shares of, or otherwise controls, the Issuer;
- an entity in which more than 50% 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 any of the foregoing.

However, for the purposes of sections 128F(5) and (6) of the Australian Tax Act (see paragraphs (iii) and (iv) above) an "associate" of the Issuer does not include:

(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 new or amended double tax conventions ("**New Treaties**") with a number of countries (each a "**Specified Country**"). The New Treaties apply to interest derived by a resident of a Specified Country.

Broadly, the New 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.

The Australian Federal Treasury maintains a listing of Australia's double tax conventions which provides details of country, status, withholding tax rate limits and Australian domestic implementation. This listing is available to the public at the Federal Treasury's Department website at:
http://www.treasury.gov.au/Policy-Topics/Taxation/Tax-Treaties.

(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**"). A withholding rate of 47% will apply temporarily in respect of payments of interest made from 1 July 2014 until 30 June 2017. A withholding rate of 45% will then apply from 1 July 2017.

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 purpose 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 25 ("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 compelled or authorised by law to withhold or deduct an amount in respect of any Australian withholding taxes imposed or levied by the Commonwealth of Australia or Victoria 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 25.2 ("Withholding Tax"), the Issuer may have the option to redeem those Notes in accordance with Condition 18.2 ("Early redemption for taxation reasons").

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 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). A withholding rate of 49% will apply temporarily in respect of payments of interest made from 1 July 2014 until 30 June 2017, taking into account the Temporary Budget Repair Levy. A withholding rate of 47% will then apply from 1 July 2017.

  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"; 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) 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.

New Zealand Taxation Summary

The following is a summary of the New Zealand taxation treatment at the date of the Offering Circular of payments of interest on New Zealand Domestic Notes and certain other matters. It is not exhaustive and, in particular, does not deal with the position of certain classes of holders of New Zealand Domestic Notes. Prospective holders of New Zealand Domestic Notes who are in any doubt as to their tax position should consult their professional advisers.

Under the New Zealand Income Tax Act 2007 ("**New Zealand Tax Act**"), resident withholding tax ("**RWT**") is potentially applicable to interest paid to New Zealand residents (or non-residents engaged in business in New Zealand through a fixed establishment, such as a branch, in New Zealand). Any payment of interest on New Zealand Domestic Notes to a New Zealand resident (or such non-resident with a fixed establishment in New Zealand) will be resident passive income which is subject to the RWT rules.

Under the New Zealand Tax Act, certain categories of persons can apply for certificates of exemption from RWT. Interest paid to holders of valid certificates of exemption is not subject to RWT. For the Issuer to be satisfied that this exemption applies to the payment of interest on a New Zealand Domestic Note:

(a) the Issuer must be satisfied that the holder of the New Zealand Domestic Note is a registered bank under the Reserve Bank of New Zealand Act 1989; or

(b) the Issuer must have seen a copy of a certificate of exemption issued to the holder.

If the Issuer is not satisfied that the holder has a valid certificate of exemption, the Issuer will deduct RWT from the payment of interest on the New Zealand Domestic Notes. The rate of RWT deducted from the interest will normally be 28 percent if the holder is a company or unit trust. Holders must furnish their tax file numbers to the Issuer. Whether or not RWT is deducted, such a holder will be subject to income tax pursuant to the financial arrangements rules in Part EW of the New Zealand Tax Act in respect of the investment in the New Zealand Domestic Note. Australian withholding tax deducted from interest paid to a holder (if any) can reduce the amount of tax payable on income recognised under the financial arrangements rules.

If the holder is not:

(a) tax resident in New Zealand; nor

(b) engaged in business in New Zealand through a fixed establishment in New Zealand; nor

(c) a resident of one of the following countries (which have double taxation agreements ("**DTAs**") in effect with New Zealand at the date of the Offering Circular): Australia; Austria; Belgium; Canada; Chile; China; the Czech Republic; Denmark; Finland; France; Germany; Hong Kong; India; Indonesia; Ireland; Japan; Mexico; Norway; Papua New Guinea; Poland; Republic of Korea; Russia; Singapore; South Africa; Spain; Switzerland; Taiwan; Thailand; The Netherlands; The Philippines; Turkey; United Arab Emirates; the United Kingdom and the United States of America ("**Relevant DTA Countries**"),

the Issuer must deduct non-resident withholding tax ("**NRWT**") from the interest paid on the New Zealand Domestic Notes. If the interest is non-resident passive income, it is excluded from resident passive income and RWT does not have to be deducted. Any such NRWT will be a final tax applied by New Zealand in respect of interest derived by such a holder. Such a holder may be, but is unlikely to be, subject to New Zealand income tax on any other gains derived from holding the Note, such as gains on sale. A holder of a New Zealand Domestic Note who is neither tax resident in New Zealand nor engaged in business in New Zealand through a fixed establishment in New Zealand and who is resident in a Relevant DTA Country must provide the Issuer with such evidence of the holder's residence in a Relevant DTA Country and entitlement to benefit under that DTA as the Issuer may require. If the Issuer is not satisfied accordingly, the Issuer will deduct NRWT from the payment of interest on the New Zealand Domestic Notes. As set out in more detail in Condition 25 ("Taxation") of the Notes, if the Issuer at any time is compelled by law to deduct or withhold an amount in respect of any withholding taxes, the Issuer will deduct the required withholding tax and there will be no grossing-up of the payment.

The Issuer has been advised that under New Zealand laws as presently in effect:

(a) as New Zealand does not impose any stamp duty (or similar issue or registration tax) and does not impose death duties, no New Zealand stamp duty or death duty will apply to any New Zealand Domestic Note or any holder of a New Zealand Domestic Note; and

(b) New Zealand goods and services tax will not apply in respect of any payments made on a New Zealand Domestic Note.

The NZClear System will only pay interest on securities lodged in the NZClear System in gross.

PRC Currency Controls

The following is a general description of certain currency controls in the PRC and is based on the law and relevant interpretations thereof in effect as at the date of this Offering Circular, all of which are subject to change, and does not constitute legal advice. It does not purport to be a complete analysis of all applicable currency controls in the PRC relating to the Notes. Prospective Noteholders who are in any doubt as to PRC currency controls are advised to consult their own professional advisers.

Remittance of Renminbi into and outside the PRC

Renminbi is not a freely convertible currency. The remittance of Renminbi into and outside the PRC is subject to controls imposed under PRC law.

Current Account Items

Under PRC foreign exchange control regulations, current account items refer to any transaction for international receipts and payments involving goods, services, earnings and other frequent transfers.

Prior to July 2009, all current account items were required to be settled in foreign currencies with limited exceptions. Following progressive reforms, Renminbi settlement of imports and exports of goods and of services and other current account items became permissible nationwide in 2012, except that the key enterprises on a Supervision List determined by the PBoC and five other relevant authorities would be subject to enhanced scrutiny when banks process current account cross-border repatriations. On 5 July 2013, the PBoC promulgated the "Circular on Policies related to Simplifying and Improving Cross-border Renminbi Business Procedures" ("**2013 PBoC Circular**"). This circular simplifies the procedures for cross-border Renminbi trade settlement under current account items. On 1 November 2014, PBoC introduced a cash pooling arrangement for qualified multinational enterprise group companies, under which a multinational enterprise group can process cross-border Renminbi payments and receipts for current account items on a collective basis for eligible member companies in the group. On 5 September 2015, PBoC promulgated the "Circular on Further Facilitating the Cross-Border Bi-directional Renminbi Cash Pooling Business by Multinational Enterprise Groups", which, among others, have lowered the eligibility requirements for multinational enterprise groups and increased the cap for net cash inflow,

The regulations referred to above are subject to interpretation and application by the relevant PRC authorities. Local authorities may adopt different practices in applying these regulations and impose conditions for settlement of current account items.

Capital Account Items

Under PRC foreign exchange control regulations, capital account items include cross-border transfers of capital, direct investments, securities investments, derivative products and loans. Capital account payments are generally subject to the approval of, and/or registration or filing with, the relevant PRC authorities.

Until recently, settlement of capital account items, for example, the capital contribution of foreign investors to foreign invested enterprises in the PRC, were generally required to be made in foreign currencies. Under progressive reforms by PBoC, the Ministry of Commerce of the PRC ("**MOFCOM**") and the State Administration of Foreign Exchange of the PRC ("**SAFE**"), foreign investors are now permitted to make capital contribution, share transfer, profit allocation and liquidation and certain other transactions in Renminbi for their foreign direct investment within the PRC. Cross-border Renminbi payment infrastructure and trading facilities are being improved. Approval, registration and filing requirements for capital account payments in Renminbi are being removed gradually. In addition, the Circular on Reforming Foreign Exchange Capital Settlement for Foreign Invested Enterprises which became effective on 1 June 2015, allows foreign-invested enterprises to settle 100 per cent. (subject to future adjustment at the discretion of SAFE) of the foreign currency capital (which has been processed through the SAFE's equity interest confirmation procedure for capital contribution in cash or registered by a bank on the SAFE's system for account-crediting for such capital contribution) into Renminbi according to their actual operational needs. A negative list with respect to the usage of the capital and the Renminbi proceeds through the aforementioned settlement procedure is set forth under the Circular. In particular, a foreign invested enterprise with investment as its main business is permitted to use such Renminbi proceeds to make equity contribution to its invested enterprises directly, without further fillings with SAFE.

Under current rules promulgated by SAFE, foreign debts borrowed, outbound loans extended and the cross-border security provided by a PRC onshore entity (including a financial institution) in Renminbi shall, in principle, be regulated under the current PRC foreign debt, outbound loan and cross-border security regimes applicable to foreign currencies. However, there remain potential inconsistencies between the provisions of the SAFE rules and the provisions of the 2013 PBoC Circular. It is not clear how the PRC regulators will deal with such inconsistencies in practice.

Recent reforms introduced were aimed at controlling the remittance of Renminbi for payment of transactions categorised as capital account items. There is no assurance that the PRC Government will continue to gradually liberalise control over Renminbi payments of capital account item transactions in the future. The relevant regulations are relatively new and will be subject to interpretation and application by the relevant PRC authorities.

Further, if any new PRC regulations are promulgated in the future which have the effect of permitting or restricting (as the case may be) the remittance of Renminbi for payment of transactions categorised as capital account items, then such remittances will need to be made subject to the specific requirements or restrictions set out in such rules.

Clearing and settlement

Euroclear

The Euroclear System was created in 1968 to hold securities for participants in the Euroclear System ("**Euroclear Participants**") and to effect transactions between Euroclear Participants through immobilisation of certificates and simultaneous electronic book-entry delivery against payment, thereby eliminating the need for physical movement of certificates and any risk from lack of simultaneous transfer of securities and cash. Euroclear Participants include banks (including central banks), securities brokers and dealers and other professional financial intermediaries. Indirect access to the Euroclear System is also available to other firms that clear through or maintain a custodial relationship with a Euroclear Participant, either directly or indirectly. The Euroclear System is operated by Euroclear.

Securities clearance accounts and cash accounts with Euroclear are governed by the terms and conditions governing use of Euroclear, the related operating procedures of the Euroclear System and applicable Belgian law (collectively, the "**Euroclear Terms and Conditions**"). The Euroclear Terms and Conditions govern transactions of securities and cash within Euroclear, withdrawal of securities and cash from the system and receipts of payments with respect to securities in the system. All securities in Euroclear are held on a fungible basis without attribution of specific certificates to specific securities clearance accounts. Euroclear acts under the Euroclear Terms and Conditions only with Euroclear Participants themselves, and has no record of or relationship with persons holding through Euroclear Participants.

Distributions with respect to interests in Global Notes held through Euroclear will be credited to the Euroclear cash accounts of Euroclear Participants to the extent received by Euroclear's depositary, in accordance with the Euroclear Terms and Conditions. Euroclear will take any other action permitted to be taken by a holder of any Global Notes on behalf of a Euroclear Participant only in accordance with the Euroclear Terms and Conditions.

Clearstream, Luxembourg

Clearstream, Luxembourg is incorporated under the laws of Luxembourg as a professional depositary and provides, among other things, services for safekeeping, administration, clearance and settlement of internationally traded securities. As a professional depositary, Clearstream, Luxembourg is subject to regulation by the Luxembourg Monetary Institute. Clearstream, Luxembourg holds securities and provides clearing services for its participating organisations ("**Clearstream, Luxembourg Participants**"). Securities transfers are effected through book-entry changes in accounts of Clearstream, Luxembourg Participants, thereby eliminating the need for physical movement of certificates. Clearstream, Luxembourg Participants are recognised financial institutions around the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. Indirect access to Clearstream, Luxembourg is also available to others, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Clearstream, Luxembourg, Participant, either directly or indirectly.

Austraclear System (Australia)

Austraclear began operation of the Austraclear System in Australia in 1984. Austraclear is an unlisted public company owned by financial institutions and other market participants. It operates the national central securities depositary to the Australian money market and registry for government, semi-government and private sector debt securities lodged with the Austraclear System. Through its proprietary Financial Transactions Recording and Clearance Systems ("**FINTRACS**") software, the Austraclear System electronically clears and settles most debt securities traded in the Australian money market and capital market.

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.

NZClear System (New Zealand)

Since 1990, the RBNZ has operated the NZClear System (previously called the Austraclear New Zealand system) in New Zealand out of its Financial Services Group. The NZClear System electronically clears and settles most debt and equity securities issued by the New Zealand Government, local authorities and other public and private sector issuers traded in the New Zealand money market and capital market.

The rights and obligations of the RBNZ as operator of the NZClear System and participants under the NZClear System are created by contract, as evidenced through the NZClear System Rules and the NZClear Operating Guidelines ("**NZClear Rules**").

Under the NZClear System, a wide range of eligible New Zealand dollar-denominated securities (debt instruments and equities) may be "lodged" with New Zealand Central Securities Depository Limited ("**NZCSD**"), a custodian that is wholly owned by the RBNZ, and recorded on an electronic register. Through the NZClear System, ownership of these debt instruments is transferred electronically via book-entry changes without the need for physical delivery. Real-time settlement of cash transactions is facilitated by a RTGS system, operated by the RBNZ.

The NZClear System relies upon both parties to a transaction entering trade details into computer terminals that the NZClear System then matches before effecting settlement. As well as facilitating securities settlements, the NZClear 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 NZClear System are made on a RTGS basis, all high-value and time critical inter-bank payments, including the cash settlement of transactions in debt securities, will be settled individually on a RTGS basis through the institutions' NZClear System cash account that clears through their respective banks' exchange settlement accounts. A payment will be settled only if the paying institution has an adequate balance in the exchange settlement account it maintains with the RBNZ. 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.

The NZClear System will only pay interest on securities lodged in the NZClear System in gross. As described in more detail above, under "New Zealand Taxation", interest paid to holders of valid certificates of exemption is not subject to the New Zealand RWT rules. In order for this exemption to apply to the payment of interest on a New Zealand Domestic Note, the New Zealand Registrar must have seen a copy of a certificate of exemption issued to the holder or, if the New Zealand Domestic Note is held through a nominee member of the NZClear System, to the nominee. However, the RBNZ will allow a member of the NZClear System that is non-resident in New Zealand and does not hold a certificate of exemption from RWT to hold only New Zealand government securities.

Accordingly, in practice:

(i) a holder of a New Zealand Domestic Note lodged in the NZClear System must provide evidence to the RBNZ that it is the holder of a certificate of exemption from RWT; or

(ii) the holder must hold the New Zealand Domestic Note through a nominee member of the NZClear System that has itself provided that evidence to the RBNZ; or

(iii) (where a New Zealand Domestic Note is traded from the NZClear System to either Euroclear or Clearstream, Luxembourg, in which case the New Zealand Domestic Note remains within the NZClear System (see below)), The Hongkong and Shanghai Banking Corporation (acting through HSBC Nominees (New Zealand) Limited ("**HSBC Nominees**")), which acts as agent for Euroclear, and JPMorgan Chase Bank, N.A. ("**JPM**"), which acts as agent for Clearstream, Luxembourg, manage any related interest withholding tax that is legally required in relation to the relevant payment; in this case, each of Euroclear and Clearstream, Luxembourg is responsible for advising HSBC Nominees or JPM, as the case may be, of the tax status of its holder as the beneficial owner of the New Zealand Domestic Note.

Central Moneymarkets Unit Service

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 (published by the Central Moneymarkets Unit of the HKMA) 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 services is open to all members of the Hong Kong Capital Markets Association, "authorized institutions" under the Banking Ordinance (Cap. 155) of Hong Kong and other financial institutions subject to the discretion of the HKMA.

Compared to clearing services provided by Euroclear and Clearstream, Luxembourg, the standard custody and clearing service provided by the CMU is limited. In particular (and unlike the European clearing systems), the HKMA does not as part of this service provide any facilities for the dissemination to the relevant CMU Members of payments (of interest or principal) under, or notices pursuant to the notice provisions of, the CMU Instruments. Instead, the HKMA advises the lodging CMU Member (or a designated paying agent) of the identities of the CMU Members to whose accounts payments in respect of the relevant CMU Instruments are credited, whereupon the lodging CMU Member (or the designated paying agent) will make the necessary payments of interest or principal or send notices directly to the relevant CMU Members.

Similarly, the HKMA will not obtain certificates of non-U.S. beneficial ownership from CMU Members or provide any such certificates on behalf of CMU Members. The CMU Lodging Agent will collect such certificates from the relevant CMU Members identified from a CMU Instrument Position Report obtained by request from the HKMA for this purpose.

An investor holding an interest in the CMU Instruments 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 Austraclear Australian 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.

Cross-market trading - NZClear System

HSBC Nominees acts in New Zealand as the agent for Euroclear, and JPM as the agent for Clearstream, Luxembourg for New Zealand dollar-denominated fixed interest and registered discount securities issued in the New Zealand domestic markets and initially lodged with the NZClear System.

Unlike the Austraclear System in Australia, the RBNZ is not a participant in Euroclear or Clearstream, Luxembourg. If a security is traded from the NZClear System into Euroclear or Clearstream, Luxembourg, the security is transferred from the account of the relevant member of the NZClear System into the pool account of Euroclear or Clearstream, Luxembourg, as the case may be, within the NZClear System. Legal ownership of the

security remains with NZCSD and only the beneficial entitlements to the security changes. That is, the security always remains lodged within the NZClear System and is not "uplifted" into Euroclear or Clearstream, Luxembourg. The relevant participant in Euroclear or Clearstream, Luxembourg acquires an equitable interest in the rights which Euroclear or Clearstream, Luxembourg acquires to the relevant security.

On advice from Euroclear or Clearstream, Luxembourg, HSBC Nominees or JPM, as the case may be, enters and settles transactions in the NZClear System with its New Zealand member, then advises Euroclear or Clearstream, Luxembourg electronically via SWIFT. Any payments of funds are cleared by Euroclear's or Clearstream, Luxembourg's New Zealand bank.

At present, the NZClear System does not provide for a two-way link with Euroclear and Clearstream, Luxembourg. The NZClear System enables New Zealand Domestic Notes initially lodged within the NZClear System to be traded to Euroclear and Clearstream, Luxembourg accounts through their respective New Zealand agents. It is not possible at present for New Zealand dollar-denominated Eurosecurities initially lodged within Euroclear and/or Clearstream, Luxembourg to be traded into the NZClear System or to be subscribed through the NZClear System.

CDS Clearing and Depository Services Inc. ("CDS") (Canada)

CDS was formed in November 2006 pursuant to the restructuring of The Canadian Depository for Securities Limited ("**CDS Ltd.**"). CDS is wholly owned by CDS Ltd. CDS Ltd. was incorporated in 1970 and remains the holding company for CDS and two other operating subsidiaries and is Canada's national securities clearing and depository services organisation. CDS Ltd. is owned by TMX Group Limited.

Functioning as a service utility for the Canadian financial community, CDS provides a variety of computer automated services for financial institutions and investment dealers active in domestic and international capital markets. CDS participants ("**CDS Participants**") include banks (including the Canadian Subcustodians (defined below)), investment dealers and trust companies and may include the Dealers or affiliates of the Dealers. Indirect access to CDS is available to other organisations that clear through or maintain a custodial relationship with a CDS Participant. Transfers of ownership and other interests, including cash distributions, in Notes in CDS may only be processed through CDS Participants and will be completed in accordance with existing CDS rules and procedures. CDS operates in Montreal, Toronto, Calgary and Vancouver to centralise securities clearing functions through a central securities depository.

CDS is the exclusive clearing house for equity trading on the Toronto Stock Exchange and also clears a substantial volume of over the counter trading in equities and bonds. The address for CDS is 85 Richmond Street West, Toronto, ON, Canada, M5H 2C9.

Global Clearance and Settlement Procedures

Initial settlement for Notes settling in CDS will be made in immediately available Canadian dollar funds. Such Notes will be registered in the name of CDS & CO., as nominee of CDS.

Beneficial interests in the relevant Global Note will be represented through book-entry accounts of financial institutions acting on behalf of beneficial owners as direct and indirect participants in CDS. If the Pricing Supplement indicates the Notes may clear in Euroclear and Clearstream, Luxembourg, investors may elect to hold interests in the Global Note directly through any of CDS (in Canada) or Clearstream, Luxembourg or Euroclear (in Europe) if they are participants of such systems, or indirectly through organisations which are participants in such systems. Links have been established among CDS, Euroclear and Clearstream, Luxembourg to facilitate issuance of Notes and cross-market transfers of Notes associated with secondary market trading. Clearstream, Luxembourg and Euroclear will hold interests on behalf of their participants through customers' securities accounts in their respective names on the books of their respective Canadian subcustodians, each of which is a Canadian schedule I chartered bank (**Canadian Subcustodians**), which in turn will hold such interests in customers' securities accounts in the names of the Canadian Subcustodians on the books of CDS. CDS will be directly linked to Euroclear and Clearstream, Luxembourg through the CDS accounts of their respective Canadian Subcustodians.

Secondary market trading between CDS Participants will be in accordance with market conventions applicable to transactions in book-based Canadian domestic bonds. Secondary market trading between Euroclear participants and/or Clearstream, Luxembourg participants will occur in the ordinary way in accordance with the applicable rules and operating procedures of Euroclear and Clearstream, Luxembourg and will be settled using the procedures applicable to conventional Eurobonds in immediately available funds.

Transfers between CDS and Euroclear or Clearstream, Luxembourg

Cross-market transfers between persons holding directly or indirectly through CDS Participants, on the one hand, and directly or indirectly through Euroclear participants or Clearstream, Luxembourg participants, on the other, will be effected in CDS in accordance with CDS rules; however, such cross-market transactions will require

delivery of instructions to the relevant clearing system by the counterparty in such system in accordance with its rules and procedures and within its established deadlines. The relevant clearing system will, if the transaction meets its settlement requirements, deliver instructions to CDS directly or through its Canadian Subcustodian to take action to effect final settlement on its behalf by delivering or receiving Notes in CDS, and making or receiving payment in accordance with normal procedures for settlement in CDS. Euroclear participants and Clearstream, Luxembourg participants may not deliver instructions directly to CDS or the Canadian Subcustodians.

Because of time-zone differences, credits of Notes received in Euroclear or Clearstream, Luxembourg as a result of a transaction with a CDS Participant will be made during subsequent securities settlement processing and dated the business day following the CDS settlement date. Such credits or any transactions in such Notes settled during such processing will be reported to the relevant Euroclear participants or Clearstream, Luxembourg participants on such business day. Cash received in Euroclear or Clearstream, Luxembourg as a result of sales of Notes by or through a Euroclear participant or a Clearstream, Luxembourg participant to a CDS Participant will be received with value on the CDS settlement date but will be available in the relevant Euroclear or Clearstream, Luxembourg cash account only as of the business day following settlement in CDS.

Summary of provisions relating to Euro Notes and Canadian Domestic 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 Euro Fiscal Agency Agreement dated 31 October 2001 as amended and restated on 15 October 2002 and as amended on or about 12 March 2015 as further supplemented, amended and/or restated from time to time between the Issuer and the Fiscal Agent and Canadian Domestic Notes in registered form pursuant to a Canadian Registry Services Agreement, all having the benefit of the Deed of Covenant dated 12 October 2006 or on or about 12 March 2015 (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

Upon the initial deposit of a Temporary Global Note or a Permanent Global Note with a common depositary or registration of Registered Euro/CMU Notes in the nominee name of the Common Depositary for Euroclear and Clearstream, Luxembourg ("**Common Depositary**") or with the HKMA and delivery of the relevant Registered Global Note to the Common Depositary or sub-custodian, or the initial deposit of a Registered Global Note with CDS Clearing and Depository Services Inc. and the initial registration of such Registered Global Note in the name of CDS & CO. as nominee of CDS (or any other nominee appointed by CDS) 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, Euroclear, Clearstream, Luxembourg, CDS, the CMU 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 Depositary 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 (including CDS) 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 Depositary. Registered Euro/CMU Notes, Canadian Domestic Notes and other Notes issued in registered form which are held (i): in Euroclear, Clearstream, Luxembourg, CDS 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, CDS or any other clearing system as the holder of a Note represented by a Global Note must look solely to Euroclear, Clearstream, Luxembourg, CDS or such clearing system (as the case may be) for his share of each payment made by the Issuer 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, CDS or such clearing system (as the case may be). Such persons shall have no claim directly against the Issuer 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 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 Agent in a relevant CMU Instrument 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 (in the case of Registered Notes, directed or deemed by the CMU as entitled) to receive payments in respect of Notes represented by such Global Note and such obligations of the Issuer will be discharged by payment to, or to the order of, such person(s) for whose account(s) interests in such Global Note 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 Agent for his share of each payment so made by us in respect of such Global Note.

None of the Issuer, the Registrars or the Agents have any responsibility or liability for any aspect of the records of CDS or any other relevant clearing system relating to, or payments made on account of, beneficial ownership interests in the Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests. Holders of beneficial interests in Global Notes held through CDS will not have a direct right to vote in respect of the Notes. Instead, such holders will be permitted to act only to the extent they are enabled by CDS to appoint proxies under and in accordance with the rules and procedures of CDS.

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 Fiscal Agent. Payments of principal, interest (if any) or any other amounts on a Permanent Global Note (other than Notes held 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 Canadian Domestic Notes in global form will be made through CDS in accordance with its rules and procedures. Payments of principal, interest (if any) or any other amounts on Notes held 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 Instrument Position Report or any other relevant notification supplied to the CMU Lodging Agent by the CMU).

*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*.

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; or

(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 12 October 2006 and on or about 12 March 2015 ("**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 Instrument Position Report (as defined in the rules of the CMU) or any other relevant notification supplied to the CMU Lodging 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 Fiscal Agent (or, in the case of Notes cleared through the CMU, to the CMU Lodging 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 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 (other than a Canadian Domestic 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 or 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 27.1 ("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 CDS or 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.

A beneficial interest in a Canadian Domestic Note will, subject to compliance with all applicable legal and regulatory restrictions, be exchangeable for Registered Notes in definitive form or for a beneficial interest in another Canadian Domestic Note only in the Specified Denominations set out in the applicable Pricing Supplement and only in accordance with the rules and operating procedures for the time being of the CDS and in accordance with the terms and conditions specified in the Canadian Registry Services Agreement.

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 Fiscal Agent or Registrar (or in the case of Notes lodged with the CMU, the CMU Lodging Agent). 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 relevant 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 Fiscal 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, or the Canadian Registry Services Agreement, as the case may be. 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 Fiscal Agent (or, in the case of Notes cleared through the CMU, the CMU Lodging 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, CDS, 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. Transfers of beneficial interests in Canadian Domestic Notes will be effected by CDS in accordance with its rules and procedures and, in turn, by book entries made in the accounts of participants and, if appropriate, indirect participants in CDS acting on behalf of beneficial transferors and transferees of such interests.

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, CDS, 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, in the case of Notes held through the CMU, the CMU Lodging 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, in the case of Notes held through the CMU, the CMU Lodging Agent) or relevant Registrar, as the case may be, substantially in the form of the notice available from the Principal Paying Agent (or, in the case of Notes held through the CMU, the CMU Lodging 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 Fiscal 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 (a) Euroclear and/or Clearstream, Luxembourg or any other clearing system (except as provided in (b) below), 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 or (b) the CMU, notices to the holders of Notes of that Series may be given by delivery of the relevant notice to the persons shown in a CMU Instrument Position Report issued by the CMU Service on the second business day preceding the date of dispatch of such notice as holding interests in the relevant Global Note.

Sale and subscription

Summary of Dealer Agreement

Subject to the terms and on the conditions contained in a Dealer Agreement dated 31 October 2001 as amended on or about 16 March 2016 and as further supplemented, amended and/or restated from time to time ("**Dealer Agreement**") between the Issuer, the Arranger and the financial institutions party thereto as Dealers, the Notes will be offered by the Issuer to the Dealers. 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 the 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 and their affiliates are 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 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 or its subsidiaries, jointly controlled entities or associated companies from time to time. In the ordinary course of their various business activities, the Dealers 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, 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 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 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 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 that, in connection with the primary distribution of the Notes which are specified in the relevant Pricing Supplement as being Public Offer Test Compliant, it will not (directly or indirectly) sell Notes to any person in circumstances where employees 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;
- European Economic Area
- Hong Kong
- Japan
- The Netherlands
- New Zealand
- People's Republic of China
- Republic of Italy
- Singapore
- Switzerland
- Taiwan
- United Kingdom
- United States of America

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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 has represented and agreed, and each further 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 Parts 6D.2 or 7.9 of the Corporations Act;

(ii) such action complies with all applicable laws, regulations and directives in Australia (including, without limitation, the licensing requirements set out in Chapter 7 of the Corporations Act);

(iii) the offer or invitation does not constitute an offer or invitation 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

Each Dealer has represented and warranted to and agreed with, and each further Dealer appointed under the Program will be required to represent and warrant to and agree with, the Issuer that:

(a) the sale and delivery of any Notes to any purchaser who is a resident of Canada or otherwise subject to the laws of Canada or who is purchasing for a principal who is a resident of Canada or otherwise subject to the laws of Canada (each such purchaser or principal a "**Canadian Purchaser**") by such Dealer shall be made so as to be exempt from the prospectus filing requirements and exempt from, or in compliance with, the dealer registration requirements of all applicable securities laws and regulations, rulings and orders made thereunder and rules, instruments and policy statements issued and adopted by the relevant securities regulator or regulatory authority, including those applicable in each of the provinces and territories of Canada (the "**Canadian Securities Laws**");

(b) where required under applicable Canadian Securities Laws, (i) it is appropriately registered under the applicable Canadian Securities Laws in each province and territory to sell and deliver the Notes to each Canadian Purchaser that is a resident of, or otherwise subject to the Canadian Securities Laws of, such province or territory, and to whom it sells or delivers any Notes, or 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 (ii) it is a dealer that is permitted to rely on the "international dealer" exemption contained in section 8.18 of National Instrument 31-103 – *Registration Requirements, Exemptions and Ongoing Registrant Obligations* ("**NI 31-103**"), has complied with all requirements of that exemption and has provided notice to such investor, as required by NI 31-103, provided that a statement to such effect in any Canadian Offering Memorandum delivered to such Canadian Purchaser by the Dealer shall constitute such notice;

(c) it will comply with all relevant Canadian Securities Laws concerning any resale of the Notes by it and will prepare, execute, deliver and file all documentation required by the applicable Canadian Securities Laws to permit each resale by it of Notes to a Canadian Purchaser;

(d) it will ensure that each Canadian Purchaser purchasing from it (i) has represented to it that such Canadian Purchaser is a resident in, and subject to the Canadian Securities Laws of, a province or territory of Canada, or is a corporation, partnership, or other entity, resident and created in or organised under the laws of Canada or any province or territory thereof, (ii) has represented to it that such Canadian Purchaser is an "accredited investor" as defined in section 73.3(1) of the *Securities Act* (Ontario) or section 1.1 of National Instrument 45-106-*Prospectus Exemptions* (NI 45-106) and which categories set forth in the relevant definition of "accredited investor" in NI 45-106 correctly and in all respects describes such Canadian Purchaser, and that it is not a person created or used solely to purchase or hold the Notes as an accredited investor as described in Section 2.3(5) of NI 45-106, and, (B) if the dealer is permitted to rely on the "international dealer exemption", has also represented to it that such Canadian Purchaser is a "permitted client" as defined in section 1.1 of NI 31-103 and which categories set forth in the relevant definition of "*permitted client*" in NI 31-103 correctly and in all respects describes such Canadian Purchaser, and (iii) consents to disclosure of all required information about the purchase to the relevant Canadian securities regulatory authorities;

(e) the offer and sale of the Notes by it was not made through or accompanied by any advertisement of the Notes, including, without limitation, in printed media of general and regular paid circulation, radio, television, or telecommunications, including electronic display or any other form of advertising or as part of a general solicitation in Canada by it;

(f) it has not provided and will not provide to any Canadian Purchaser any document or other material that would constitute an offering memorandum (other than a Canadian offering memorandum prepared in connection with the issue of the relevant Notes (the "**Canadian Offering Memorandum**"));

(g) it will ensure that each Canadian Purchaser purchasing from it is advised that no securities commission, stock exchange or other similar regulatory authority in Canada has reviewed or in any way passed upon the Canadian Offering Memorandum or the merits of the Notes described therein, nor has any such securities commission, stock exchange or other similar regulatory authority in Canada made any recommendation or endorsement with respect to the Notes (and a statement to such effect in the Canadian Offering Memorandum delivered to such Canadian Purchaser shall constitute such disclosure);

(h) it has not made and it will not make any written or oral representations to any Canadian Purchaser (i) that any person will resell or repurchase the Notes purchased by such Canadian Purchaser; (ii) that the Notes will be freely tradeable by the Canadian Purchaser without any restrictions or hold periods; (iii) that any person will refund the purchase price of the Notes; or (iv) as to the future price or value of the Notes; and

(i) it will inform each Canadian Purchaser purchasing from it (i) that the Issuer is not a "reporting issuer" (as defined under applicable Canadian Securities Laws) and is not, and may never be, a reporting issuer in any province or territory of Canada and there currently is no public market in Canada for any of the Notes, and one may never develop; (ii) that the Notes will be subject to resale restrictions under applicable Canadian Securities Laws; and (iii) such Canadian Purchaser's name and other specified information will be disclosed to the relevant Canadian securities regulators or regulatory authorities and may become available to the public in accordance with applicable laws (and a statement to such effect in the Canadian Offering Memorandum delivered to such Canadian Purchaser shall constitute such disclosure).

European Economic Area ("EEA") - Public Offer Selling Restriction Under the Prospectus Directive

Unless otherwise stated in this "Sale and subscription" section, in relation to each EEA State which has implemented the Prospectus Directive (each a "**Relevant EEA State**"), each Dealer has represented and agreed,

and each further Dealer appointed under the Program will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant EEA State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Notes, which are the subject of the offering contemplated by this Offering Circular as completed by the Pricing Supplement in relation thereto, to the public in that Relevant EEA State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant EEA State:

(a) at any time to any legal entity which is a "qualified investor" as defined in the Prospectus Directive;

(b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(c) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "**offer of Notes to the public in relation to any Notes in any Relevant EEA State**" means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Relevant EEA State by any measure implementing the Prospectus Directive in that Relevant EEA State and the expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU) and includes any relevant implementing measure in each Relevant EEA State.

This European Economic Area selling restriction is in addition to any other selling restriction set out in this Offering Circular.

Hong Kong

Each Dealer has represented and agreed, and each further 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 that Ordinance and any rules made under that Ordinance, or (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and

(b) it has not issued, or had in its possession for the purpose of issue, and will not issue, or have in its possession for the purpose of issue, whether in Hong Kong or elsewhere, any advertisement, invitation, prospectus or other offering material or other document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the applicable 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 that Ordinance.

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 has represented and agreed, and each further 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 Control 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.

Selling Restrictions Addressing Additional Securities Laws of The Netherlands

Specific Dutch selling restriction for exempt offers

Each Dealer has represented and agreed, and each further Dealer appointed under the Program will be required to represent and agree, that it will not make an offer of Notes to the public in The Netherlands in reliance on Article 3(2) of the Prospectus Directive unless:

(a) such offer is made exclusively to persons or legal entities which are qualified investors (as defined in the Prospectus Directive and which includes authorised discretionary asset managers acting for the account of retail investors under a discretionary investment management contract) in the Netherlands; or

(b) standard exemption logo and wording are disclosed in the relevant Pricing Supplement as required by article 5:20(5) of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*, the "**FSA**"); or

(c) such offer is otherwise made in circumstances in which article 5:20(5) of the FSA is not applicable,

provided that no such offer of Notes shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the PD.

For the purposes of this provision, the expression an "offer of Notes to the public" in relation to any Notes in the Netherlands has the meaning given to it above in the paragraph headed with "European Economic Area ("EEA") Public Offer Selling Restriction Under the Prospectus Directive".

Zero Coupon Notes

Zero Coupon Notes (as defined below) in definitive form may only be transferred and accepted, directly or indirectly, within, from or into the Netherlands through the mediation of either the Issuer or a member firm of Euronext (Amsterdam) admitted in a function on one or more of the markets or systems operated by Euronext Amsterdam N.V., in full compliance with the Dutch Savings Certificates Act (*Wet inzake Spaarbewijzen*) of 21 May 1985 (as amended) and its implementing regulations. No such mediation is required in respect of: (i) the transfer and acceptance of rights representing an interest in a Zero Coupon Note in global form; (ii) the initial issue of Zero Coupon Notes in definitive form to the first holders thereof; or (iii) in respect of the transfer and acceptance of Zero Coupon Notes in definitive form between individuals not acting in the conduct of a business or profession; or (iv) the transfer and acceptance of such Zero Coupon Notes within, from or into the Netherlands if all Zero Coupon Notes (either in definitive form or as rights representing an interest in a Zero Coupon Note in global form) of any particular Series are issued outside the Netherlands and are not distributed within the Netherlands in the course of initial distribution or immediately thereafter. In the event that the Savings Certificates Act applies, certain identification requirements in relation to the issue and transfer of, and payments on, Zero Coupon Notes have to be complied with.

For purposes of the paragraph above, "**Zero Coupon Notes**" are Notes that are in bearer form and that constitute a claim for a fixed sum against the Issuer and on which interest does not become due during their tenor or on which no interest is due whatsoever.

New Zealand

Each Dealer has represented and agreed, and each further 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, directly or indirectly, any Notes; and

(b) it has not distributed and will not distribute, directly or indirectly, any offering materials or advertisement in relation to any offer of Notes,

in each case in New Zealand other than:

(i) to persons who are "wholesale investors" within the meaning of clause 3(2)(a), (c) and (d) of Schedule 1 to the Financial Markets Conduct Act 2013 of New Zealand ("**NZ FMC Act**"), being persons who fall within one or more of the following categories of "wholesale investor":

(A) an "investment business" within the meaning of clause 37 of Schedule 1 to the NZ FMC Act;

(B) "large" within the meaning of clause 39 of Schedule 1 to the NZ FMC Act; or

(C) a “government agency” within the meaning of clause 40 of Schedule 1 to the NZ FMC Act; or

(ii) in other circumstances where there is no contravention of the NZ FMC Act, provided that (without limiting paragraph (i) above) Notes may not be offered (or transferred) to any person that is a “wholesale investor” under the NZ FMC Act solely because that person is an “eligible investor” (within the meaning of clause 3(3)(a) of Schedule 1 to the NZ FMC Act) or meets the “investment activity” criteria specified in clause 38 of Schedule 1 to the NZ FMC Act.

People’s Republic of China

Each Dealer has represented and agreed, and each further Dealer appointed under the Program will be required to represent and agree that the Notes are not being offered or sold and may not be offered or sold, directly or indirectly, in the PRC (for such purposes, not including the Hong Kong and Macau Special Administrative Regions or Taiwan), except as permitted by all relevant laws and regulations of the PRC.

This Offering Circular does not constitute an offer to sell, or the solicitation of an offer to buy, any Notes in the PRC to any person to whom it is unlawful to make the offer of solicitation in the PRC.

The Notes may not be offered, sold or delivered, or offered, sold or delivered to any person for reoffering or resale or redelivery, in any such case directly or indirectly (i) by means of any advertisement, invitation, document or activity which is directed at, or the contents of which are likely to be accessed or read by, the public in the PRC, or (ii) to any person within the PRC, other than in full compliance with the relevant laws and regulations of the PRC.

Investors in the PRC are responsible for obtaining all relevant government regulatory approvals/licences, verification and/or registrations themselves and from all relevant PRC governmental authorities, including, but not limited to, those which may be required by the China Securities Regulatory Commission, the State Administration of Foreign Exchange, the China Banking Regulatory Commission, the China Insurance Regulatory Commission and/or other regulatory bodies and complying with all relevant PRC laws and regulations, including, but not limited to, all relevant foreign exchange regulations and/or overseas investment regulations.

Selling Restrictions Addressing Additional Securities Laws of the Republic of Italy

The offering of the Notes has not been registered with the Commissione Nazionale per le Società e la Borsa (“**CONSOB**”) pursuant to Italian securities legislation and, accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Program will be required to represent and agree that, save as set out below, it has not offered or sold, and will not offer or sell, any Notes in the Republic of Italy in an offer to the public and that sales of the Notes in the Republic of Italy shall be effected in accordance with all Italian securities, tax and exchange control and other applicable laws and regulation.

Accordingly, each of the Dealers has represented and agreed that it will not offer, sell or deliver any Notes or distribute copies of this Offering Circular and any other document relating to the Notes in the Republic of Italy except:

(1) to "**qualified investors**", as referred to in Article 100 of Legislative Decree No. 58 of 24 February 1998, as amended (the "**Decree No. 58**") and defined in Article 34-*ter*, paragraph 1, let. b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended ("**Regulation No. 11971**"); or

(2) in any other circumstances where an express exemption from compliance with the offer restrictions applies, as provided under Decree No. 58 or Regulation No. 11971.

Any such offer, sale or delivery of the Notes or distribution of copies of this Offering Circular or any other document relating to the Notes in the Republic of Italy must be:

(a) made by investment firms, banks or financial intermediaries permitted to conduct such activities in the Republic of Italy in accordance with Legislative Decree No. 385 of 1 September 1993 as amended, Decree No. 58, CONSOB Regulation No. 16190 of 29 October 2007, as amended and any other applicable laws and regulations; and

(b) in compliance with any other applicable notification requirement or limitation which may be imposed by CONSOB or the Bank of Italy.

Provisions relating to the secondary market in the Republic of Italy

Investors should also note that, in any subsequent distribution of the Notes in the Republic of Italy, Article 100-*bis* of Decree No. 58 may require compliance with the law relating to public offers of securities. Furthermore, where the Notes are placed solely with "qualified investors" and are then systematically resold on the secondary market

at any time in the 12 months following such placing, purchasers of Notes who are acting outside of the course of their business or profession may in certain circumstances be entitled to declare such purchase void and, in addition, to claim damages from any authorised person at whose premises the Notes were purchased, unless an exemption provided for under Decree No. 58 applies.

Singapore

This Offering Circular has not been, and will not be, registered as a prospectus with the Monetary Authority of Singapore, and the Notes will be offered pursuant to exemptions under the Securities and Futures Act (Cap. 289) of Singapore (the "**Securities and Futures Act**"). Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Program will be required to represent, warrant and agree that the Notes have not been offered or sold and will not be offered or sold or made the subject of an invitation for subscription or purchase nor will this Offering Circular or any other document or material in connection with the offer or sale or invitation for subscription or purchase of any Notes be circulated or distributed, whether directly or indirectly, to any person in Singapore other than (a) to an institutional investor (as defined in Section 4A of the Securities and Futures Act) pursuant to Section 274 of the Securities and Futures Act (b) to a relevant person (as defined in Section 275(2) of the Securities and Futures Act) under Section 275(1) of the Securities and Futures Act, or any person pursuant to Section 275(1A) of the Securities and Futures Act, and in accordance with the conditions specified in Section 275 of the Securities and Futures Act, or (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the Securities and Futures Act.

Where the Notes are subscribed or purchased in reliance of an exemption under Section 274 or 275 of the Securities and Futures Act, the Notes shall not be sold within the period of 6 months from the date of the initial acquisition of the Notes, except to any of the following persons:

(a) an institutional investor (as defined in Section 4A of the Securities and Futures Act);

(b) a relevant person (as defined in Section 275(2) of the Securities and Futures Act); or

(c) any person pursuant to an offer referred to in Section 275(1A) of the Securities and Futures Act,

unless expressly specified otherwise in Section 276(7) of the Securities and Futures Act or Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

Where the Notes are subscribed or purchased under Section 275 of the Securities and Futures Act by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the Securities and Futures Act)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 239(1) of the Securities and Futures Act) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the Securities and Futures Act except:

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

(ii) (in the case of a corporation) where the transfer arises from an offer referred to in Section 276(3)(i)(B) of the Securities and Futures Act or (in the case of a trust) where the transfer arises from an offer referred to in Section 276(4)(i)(B) of the Securities and Futures Act;

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

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

(v) pursuant to Section 276(7) of the Securities and Futures Act; or

(vi) pursuant to Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

Switzerland

Each Dealer has represented and agreed, and each further Dealer appointed under the Program will be required to represent and agree, that it (i) will only offer or sell Notes in, into or from Switzerland in compliance with all applicable laws and regulations in force in Switzerland and (ii) will to the extent necessary, obtain any consent, approval or permission required, for the offer or sale by it of Notes under the laws and regulations in force in Switzerland.

This document does not constitute a prospectus within the meaning of the Swiss Code of Obligations ("**CO**") or the Swiss Collective Investment Schemes Act ("**CISA**"), as the case may be. Only the relevant offering circular for the offering of Notes in, into or from Switzerland and any information required to ensure compliance with the CO and all other applicable laws and regulations of Switzerland (in particular, additional and updated corporate and financial information that shall be provided by the relevant Issuer) may be used in the context of a public offer in, into or from Switzerland. Each Dealer has therefore represented and agreed, and each further Dealer appointed under the Program will be required to represent and agree, that the relevant offering circular and such information shall be furnished to any potential purchaser in Switzerland upon request in such manner and at such times as required by the CO and all other applicable laws and regulations of Switzerland.

If and to the extent that the Notes qualify as a structured product within the meaning of the CISA, each Dealer has represented and agreed, and each further Dealer appointed under the Program will be required to represent and agree, that it will not offer or distribute the Notes by means of a public offering in, into or from Switzerland, as such term is interpreted from time to time under the CISA or under the CO (to the extent applicable), unless the Notes are offered and distributed in, into or from Switzerland in compliance with the CISA and its implementing ordinances, including that all relevant licences have been obtained and that a simplified prospectus within the meaning of Article 5 CISA has been prepared to be furnished to any potential purchaser in Switzerland upon request in such manner and at such times as required by the CISA and all other applicable laws and regulations of Switzerland.

Taiwan

The Notes have not been, and will not be, registered with the Financial Supervisory Commission of Taiwan, the Republic of China ("**Taiwan**") pursuant to applicable securities laws and regulations. No person or entity in Taiwan is authorised to distribute or otherwise intermediate the offering of the Notes or the provision of information relating to the Program, including, but not limited to, this Offering Circular. The Notes may be made available for purchase from outside Taiwan by investors residing in Taiwan (either directly or through properly licensed Taiwan intermediaries acting on behalf of such investors), but may not be issued, offered or sold in Taiwan. Any subscriptions of the Notes shall only become effective upon acceptance by the Issuer or relevant Dealer outside Taiwan and, unless otherwise specified in the documents relating to the Note signed by the Dealers, shall be deemed a contract entered into in the jurisdiction of incorporation of the Issuer or relevant Dealer, as the case may be.

Selling Restrictions Addressing Additional United Kingdom Securities Laws

Each Dealer appointed under the Program has agreed, and each further 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; 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 any 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)

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons 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 the Australian Registrar or the New Zealand Registrar or the Canadian Registrar (as the case may be) 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 the Australian Registrar or the New Zealand Registrar or the Canadian 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.

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. The Dealers have agreed and each subsequent 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):

(a) except to the extent permitted under U.S. Treasury Regulation §1.163-5(c)(2)(i)(D) ("**D Rules**"), each Dealer has:

  (i) represented and covenanted that 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) represented and covenanted that 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 has represented and covenanted 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 has represented and covenanted 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 has either:

  (i) repeated and confirmed the representations, covenants and agreements contained in clauses (a), (b) and (c) on its behalf; or

(ii) agreed and covenanted that it will obtain from such affiliate for the benefit of Telstra the representations, covenants and agreements contained in clauses (a), (b) and (c).

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.

No obligations will be delivered in definitive form unless the TEFRA "D" certification requirements have been complied with. 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 represents, covenants and agrees (1) 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 (2) 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).

* * * * * * *

General

The restrictions on offerings may be modified by the agreement of the Issuer and the 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.

Form of Pricing Supplement

Pricing Supplement dated [ ]

Telstra Corporation Limited

(ABN 33 051 775 556)
(incorporated with limited liability in the Commonwealth of Australia)

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]

under the

€15,000,000,000 Debt Issuance Program

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 16 March 2016 [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.] The Offering Circular is available for viewing on the Issuer's website, 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.

1	Issuer:		Telstra Corporation Limited
2	(i)	Series Number:	[ ]
	(ii)	Tranche Number:	[ ] [*If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible*]
3	Specified Currency or Currencies		[ ]
4	Aggregate Nominal Amount:		
	(i)	Series:	[ ]
	(ii)	Tranche:	[ ]
5	Issue Price:		[ ] percent of the Aggregate Nominal Amount [plus accrued interest from [ ]
6	(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, New Zealand Domestic Notes or Canadian Domestic Notes, insert relevant denomination, typically A$/NZ$10,000 or CAD$[*]*.]
	(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*]
7	(i) Issue Date:	[ ]
	(ii) Interest Commencement Date:	[*Issue Date/Specify other*]
8	Maturity Date:	[*Fixed rate - specify date* *Floating rate - specify Interest Payment Date falling in the relevant month and year*]
9	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.
10	Interest Basis:	[Fixed Rate] [Specify reference rate + / - [ ]% Floating Rate] [Zero Coupon] [Index Linked Interest]
11	Redemption / Payment Basis:	[Redemption at par] [Partly Paid] [Instalment] [Index Linked Redemption] [Dual Currency]
12	Change of Interest or Redemption / Payment Basis:	[*Specify details of any provision for change of Notes into another interest or redemption/payment basis*]
13	Put / Call Options:	[Investor Put] [Issuer Call] [Not Applicable]

14	Date of Board approval for borrowing program and issuance of Notes		[ ]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15	**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 arrears.]
	(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 37.1).*[1]
	(iii)	Fixed Coupon Amount[(s)]:	[Not Applicable] [[ ] per Calculation Amount][2]
	(iv)	Broken Amount(s):	[ ] per Calculation Amount, payable on the Interest Payment Date falling [in / on] [ ].
	(v)	Day Count Fraction:	[Actual/Actual (ICMA)] [Actual/365] [Actual/Actual (ISDA)] [Actual/365 (Fixed)][3] [Actual/360] [30/360] [360/360] [Bond Basis] [30E/360] [Eurobond Basis] [RBA Bond Basis] [Australian Bond Basis] [NZ Govt Bond Basis] [Actual/Actual Canadian Compound Method]
	(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*

[1] Note that for certain Hong Kong dollar and Renminbi 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 [in Renminbi] and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Hong Kong [and [•]]"

[2] For Hong Kong dollar and Renminbi 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 Rate of Interest to each Calculation Amount, multiplying such sum by the actual number of days in the Interest Accrual Period divided by 365 and rounding the resultant figure to the nearest [HK$/CNY] 0.01, [HK$/CNY]0.005 being rounded upwards."

[3] Applicable to Hong Kong dollar, Singapore dollar and Renminbi denominated Fixed Rate Notes.

			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)	Business Centre(s):	[CHF] Zurich, Sydney, Melbourne [GBP] London, Sydney, Melbourne [AUD] Sydney, Melbourne [EUR] TARGET, London, Sydney, Melbourne [JPY] Tokyo, Sydney, Melbourne [RMB] 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 37.1.)]
	(viii)	Calculation Agent	[ ]
16	**Floating Rate Note Provisions**		[Applicable] [Not Applicable] [*If not applicable, delete the remaining sub-paragraphs of this paragraph. Also consider whether EURO BBA LIBOR, EURIBOR or CNH HIBOR is the appropriate reference rate*]
	(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)	Business Centre(s):	[CHF] Zurich, Sydney, Melbourne [GBP] London, Sydney, Melbourne [AUD] Sydney, Melbourne [EUR] TARGET, London, Sydney, Melbourne [JPY] Tokyo, Sydney, Melbourne [RMB] 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 37.1.)
	(iv)	Manner in which the Rate(s) of Interest is / are to be	[Screen Rate Determination] [ISDA Determination]

		determined:	
(v)	Calculation Agent:		[ ]
(vi)	Screen Rate Determination:		
	-	Reference Rate:	[[ ] month] [LIBOR] [[ ] month] [EURIBOR] [[ ] month] [CNH HIBOR] [[ ] month] [BBSW] [[ ] month] [BKBM] [[ ] month] [CDOR]
	-	Representative Amount:	[ ]
	-	Specified Duration:	[ ]
	-	Interest Determination Date(s):	[*For example, second London business day prior to the start of each Interest Period of LIBOR other than sterling or euro LIBOR, first day of each Interest Period of sterling LIBOR, the second day on which the TARGET System is open prior to the start of each Interest Period of EURIBOR or euro LIBOR and the second Hong Kong business day prior to the start of each Interest Period of CNH HIBOR*.]
	-	[Relevant Screen Page:]	[Reuters Page BBA LIBOR] [Reuters Page Euribor-EBF] [Reuters Page CNHHIBORFIX01] [Reuters Page BBSY] [Reuters Page BKBM] [Reuters Page CDOR]
	-	Relevant Financial Centre	[ ]
	-	Relevant Time	[ ]
(vii)	ISDA Determination:		
	-	Floating Rate Option:	[ ]
	-	Designated Maturity:	[ ]
	-	Reset Date:	[ ]
(viii)	Margin(s):		[+ / -] [ ] percent per annum
(ix)	Minimum Rate of Interest:		[ ] percent per annum
(x)	Maximum Rate of Interest:		[ ] percent per annum
(xi)	Day Count Fraction:		[Actual/Actual (ICMA)] [Actual/365] [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]
17	**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 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*.]

18 **Index Linked Interest Note Provisions** [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*]

(vi) Specified Period(s)/Specified Interest Payment Dates: [ ]

(vii) 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.]

(viii) Minimum Rate of Interest: [ ] percent per annum

(ix) Maximum Rate of Interest: [ ] percent per annum

(xi) Day Count Fraction: [Actual/Actual (ICMA)]
[Actual/365]
[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]

19 **Dual Currency Note Provisions** [Applicable]
[Not Applicable]

[*If not applicable, delete the remaining sub-paragraphs of this paragraph*]

(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)]

[*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.]
	(vi)	Day Count Fraction	[Actual/Actual (ICMA)] [Actual/365] [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

20	**Issuer Call Option**		[Applicable] [Not Applicable] [*If not applicable, delete the remaining sub-paragraphs of this paragraph*]
	(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
21	**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
22	**Final Redemption Amount**		[ ]
23	**Early Redemption Amount (Tax)**		[Calculation Amount] [[ ] per Calculation Amount]
	Early Redemption Amount(s) payable on redemption for taxation reasons or on event of default and / or the method of calculating the same (if required or if		[*If early redemption is variable linked (eg index linked) then additional information needs to be added to this*

	different from that set out in the Conditions)	*section*.]
24	**Early Termination Amount**	[specify if any]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

25	(i) **Form of Notes:**	[**Bearer Notes]** **[Registered Euro/CMU Notes (in certificated registered form)]** **[Australian Domestic Notes (in uncertificated registered form)]** **[New Zealand Domestic Notes (in uncertificated registered form)]** **[Canadian Domestic Notes (in certificated 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:	[ ]
26	Additional Financial Centre(s) or other special provisions relating to payment dates:	[Not Applicable] [ ]
27	Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):	[Yes and [ ]] [No]]
28	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] [ ]
29	Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made:	[Not Applicable] [ ]
30	Consolidation provisions	[Not applicable] [The provisions [in Condition 32 ("Further issues") apply]
31	Name and address of Dealer:	[Not Applicable] [ ]

32	Governing law:	[English law] [Australian Capital Territory law] [New Zealand law]
33	Other Pricing Supplement or special conditions:	[ ]

OTHER INFORMATION

34	Managers / Dealers:	
	(i) If syndicated, names of Managers:	[Not Applicable / [*insert names*]]
	(ii) Stabilising Manager:	[Not Applicable / [*insert name*]]
	(iii) If non-syndicated, name of relevant Dealer:	[Not Applicable / [*insert name*]]]
35	Operational information	
	ISIN Code:	[ ]
	Common Code:	[ ]
	CMU Instrument Number:	[ ]
	Austraclear / NZClear identification number:	[ ]
	Any clearing system(s) other than Euroclear, Clearstream, Luxembourg, CMU, Austraclear or NZClear and the relevant identification number(s):	[Not Applicable] [ ]
	Delivery:	Delivery [against / free of] payment
	Initial Agent's name and address:	Fiscal Agent & Paying Agent Deutsche Bank AG, London Branch Winchester House, 1 Great Winchester Street, London EC2N 2DB, United Kingdom Paying Agent, Euro/CMU Registrar and Transfer Agent Deutsche Bank Luxembourg S.A. 2 Boulevard Konrad Adenauer, L-1115 Luxembourg CMU Lodging Agent Deutsche Bank AG, Hong Kong Branch 52nd Floor, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong
	Additional Agent(s) names and addresses (if any):	[ ]
	In the case of [Registered Euro/CMU Notes / Australian / New Zealand / Canadian] Domestic Notes: [Euro/CMU / Australian / New Zealand / Canadian] Registrar:	[ ] of [ ]

THIRD PARTY INFORMATION

[[***Relevant third party information***] has been extracted from [***specify source***]. [Telstra Corporation 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 Corporation Limited (as Issuer):

By: .....
Duly authorised officer

General information

Authorisations

The issuance of this Offering Circular was approved on 16 March 2016, and the issue of Notes from the date of this Offering Circular was approved on 16 March 2016, in each case by the Chief Executive Officer of the Issuer and Chief Financial Officer and Group Managing Director, Finance and Strategy of the Issuer acting pursuant to powers delegated to them by the board directors of the Issuer.

Listing

Application has been made for Notes to be admitted to the Official List and for such Notes to be admitted to trading on the SGX-ST.

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 (including the debt market operated by NZX Limited) 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, New Zealand Domestic Notes and Canadian Domestic Notes) have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The Issuer may apply to have Canadian Domestic Notes accepted for clearance through CDS. Such Canadian Domestic Notes may also clear through Euroclear and Clearstream, Luxembourg if so specified in the relevant Pricing Supplement. 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. The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium, the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy, L-1855 Luxembourg and the address of CMU is 55th Floor, Two International Finance Centre, 8 Finance Street, Central, Hong Kong. The address of CDS is 85 Richmond Street West, Toronto, ON, Canada M5H 2C9. The address of any alternative clearing system will be specified in the applicable Pricing Supplement.

US selling restrictions

Notes (other than Temporary Global Notes, Australian Domestic Notes, New Zealand Domestic Notes and Canadian 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 105 to 107 inclusive of this Offering Circular.

Settlement arrangements

Settlement arrangements will be agreed between the Issuer, the relevant Dealer(s) and the Fiscal Agent (if relevant) in relation to each Tranche of Notes.

FATCA withholding and the ICSDs

Whilst the Notes are in global form and held within 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 intergovernmental agreement 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.

The proposed EU financial transactions tax ("FTT")

The European Commission has 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.

On 6 May 2014, at a meeting of the Economic and Financial Affairs Council, the Presidency noted that the Participating Member States had reiterated their willingness to implement the FTT. This followed a decision by the European Court of Justice to reject the UK's application for an annulment of the European Council's decision to authorise enhanced co-operation in the area of FTT.

The original proposal 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 those 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 Foreign Ownership Regulations

Telstra's constitution contains provisions designed to enable it to monitor and enforce its restrictions on certain foreign ownership stakes in Telstra under the Telstra Corporation Act 1991 of Australia. Following the adoption of our new constitution, Telstra 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 Fiscal Agent, the Paying Agent, the Euro/CMU Registrar, the Australian Registrar, the New Zealand Registrar, the Canadian Registrar (in relation to the documents set out in subparagraphs (a), (b), (c), (d), (f), (i), (l), (m) and (n) below only and only once any Canadian Domestic Notes have been issued) and from the principal office of the Issuer, namely:

(a) the constitution of the Issuer;

(b) the current Offering Circular together with any amendments;

(c) any reports, letters or other documents referred to in this Offering Circular;

(d) each Deed of Covenant;

(e) the Euro Fiscal Agency Agreement;

(f) the Dealer Agreement;

(g) the Australian Registry Services Agreement;

(h) the New Zealand Registry Services Agreement;

(i) the Canadian Registry Services Agreement;

(j) the Australian Note Deed Poll;

(k) the New Zealand Note Deed Poll;

(l) the most recent Annual Report and Half Year Report of the Issuer;

(m) each Pricing Supplement; and

(n) any documents incorporated into this Offering Circular by reference (see "Documents Incorporated by Reference" on page 8 of this Offering Circular).

Other issuance under the Program

The Dealer Agreement provides that Telstra may issue Notes in a form not contemplated by this Offering Circular.

PRINCIPAL OFFICE OF THE ISSUER

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Australia
Tel: +61 (0) 3 9634 4000

REGISTERED OFFICE OF THE ISSUER

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United Kingdom

INDEPENDENT AUDITORS OF THE ISSUER

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Melbourne Victoria 3000
Australia

FISCAL AGENT & PAYING AGENT

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Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

PAYING AGENT, REGISTRAR AND TRANSFER AGENT

Deutsche Bank Luxembourg S.A.
2 Boulevard Konrad Adenauer
L-1115 Luxembourg

CMU LODGING AGENT

Deutsche Bank AG, Hong Kong Branch
52nd Floor, International Commerce Centre
1 Austin Road West
Kowloon
Hong Kong

AUSTRALIAN REGISTRAR

Austraclear Services Limited
20 Bridge Street
Sydney NSW 2000
Australia

NEW ZEALAND REGISTRAR

Computershare Investor Services Limited
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JD Edwards Building
159 Hurstmere Road
Takapuna
Auckland 1020
New Zealand

LEGAL ADVISERS

to the Issuer as
to Australian, English and Hong Kong law

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600 Bourke Street
Melbourne Victoria 3000
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King & Wood Mallesons
10 Queen Street Place
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as to Singapore law

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Singapore 018982
Singapore

to the Issuer
as to United States law

Sullivan & Cromwell
Level 32
101 Collins Street
Melbourne Victoria 3000
Australia

Pricing Supplement

Pricing Supplement dated 12 April 2016

Telstra Corporation Limited

(ABN 33 051 775 556)
(incorporated with limited liability in the Commonwealth of Australia)

Issue of €750,000,000 1.125% Fixed Rate Notes due 14 April 2026

under the

€15,000,000,000 Debt Issuance Program

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 16 March 2016 (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. The Offering Circular is available for viewing on the Issuer's website, www.telstra.com.au/aboutus/investors/financial-information/debt-investors.

1	Issuer:		Telstra Corporation Limited
2	(i)	Series Number:	47
	(ii)	Tranche Number:	1
3	Specified Currency or Currencies		Euro (€)
4	Aggregate Nominal Amount:		
	(i)	Series:	€750,000,000
	(ii)	Tranche:	€750,000,000
5	Issue Price:		99.363 percent of the Aggregate Nominal Amount
6	(i)	Specified Denomination(s):	€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
	(ii)	Calculation Amount:	€1,000
7	(i)	Issue Date:	14 April 2016
	(ii)	Interest Commencement Date:	Issue Date
8	Maturity Date:		14 April 2026
9	Record Date		Not Applicable
10	Interest Basis:		Fixed Rate
11	Redemption / Payment Basis:		Redemption at par

12	Change of Interest or Redemption / Payment Basis:	Not Applicable
13	Put / Call Options:	Issuer Call Make Whole Redemption (further particulars specified below)
14	Date of Board approval for borrowing program and issuance of Notes	Treasury power of attorney dated 24 June 2014 and a delegation of Treasury powers dated 24 June 2014

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15	**Fixed Rate Note Provisions**		Applicable
	(i)	Fixed Rate of Interest:	1.125 percent per annum payable annually in arrears
	(ii)	Interest Payment Date(s):	14 April in each year, commencing on 14 April 2017 and ending on the Maturity Date
	(iii)	Fixed Coupon Amount:	€11.25 per Calculation Amount
	(iv)	Broken Amount(s):	Not Applicable
	(v)	Day Count Fraction:	Actual/Actual (ICMA)
	(vi)	Business Day Convention:	Following Business Day Convention (no adjustment)
	(vii)	Business Centre(s):	TARGET2, London, Sydney, Melbourne
	(viii)	Calculation Agent	Deutsche Bank AG, London Branch (Winchester House, 1 Great Winchester Street, London EC2N 2DB United Kingdom)
16	**Floating Rate Note Provisions**		Not Applicable
17	**Zero Coupon Note Provisions**		Not Applicable
18	**Index Linked Interest Note Provisions**		Not Applicable
19	**Dual Currency Note Provisions**		Not Applicable

PROVISIONS RELATING TO REDEMPTION

20	**Issuer Call Option**		Applicable
	(i)	Early Redemption Date (Call):	Any Business Day on or after the date occurring three months prior to the Maturity Date
	(ii)	Early Redemption Amount (Call):	€1,000 per Calculation Amount
	(iii)	Redeemable in part:	Not Applicable
21	**Make-whole Redemption**		Applicable (further particulars specified in the Annex to this Pricing Supplement)
22	**Investor Put Option**		Not Applicable
23	**Final Redemption Amount**		€1,000 per Calculation Amount

24	**Early Redemption Amount (Tax)** Early Redemption Amount(s) payable on redemption for taxation reasons or on event of default and / or the method of calculating the same (if required or if different from that set out in the Conditions)	€1,000 per Calculation Amount
25	**Early Termination Amount**	Not Applicable

GENERAL PROVISIONS APPLICABLE TO THE NOTES

26	**Form of Notes:**	**Bearer Notes:** Temporary Global Notes exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note
27	**Additional Financial Centre(s) or other special provisions relating to payment dates:**	TARGET2, London, Sydney and Melbourne
28	**Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):**	No
29	**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
30	**Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made:**	Not Applicable
31	**Consolidation provisions**	The provisions in Condition 32 ("Further issues") apply
32	**Governing law:**	English law
33	**Other Pricing Supplement or special conditions:**	The Additional Conditions set out in the Annex apply to the Notes

OTHER INFORMATION

34	**Listing**	Australian Securities Exchange operated by ASX Limited (ABN 98 008 624 691)
35	**Managers / Dealers:**	
	(i) If syndicated, names of Managers:	Joint Lead Managers: BNP Paribas (10 Harewood Avenue, London NW1 6AA United Kingdom) Merrill Lynch International (2 King Edward Street, London EC1A 1HQ United Kingdom)

		HSBC Bank plc (8 Canada Square, London E14 5HQ United Kingdom) Co-Managers: Westpac Banking Corporation Limited (275 Kent Street, Sydney NSW 2000, Australia) Scotiabank Europe plc (201 Bishopsgate, 6th Floor, London EC2M 3NS United Kingdom)
	(ii) Stabilising Manager:	Not Applicable
	(iii) If non-syndicated, name of relevant Dealer:	Not Applicable
36	**Operational information**	
	ISIN Code:	XS1395057430
	Common Code:	139505743
	CMU Instrument Number:	Not Applicable
	Austraclear / NZClear identification number:	Not Applicable
	Any clearing system(s) other than Euroclear, Clearstream, Luxembourg, CMU, Austraclear or NZClear and the relevant identification number(s):	Not Applicable
	Delivery:	Delivery against payment
	Initial Agent's name and address:	Fiscal Agent & Principal Paying Agent Deutsche Bank AG, London Branch Winchester House, 1 Great Winchester Street, London EC2N 2DB, United Kingdom Paying Agent and Transfer Agent Deutsche Bank Luxembourg S.A. 2 Boulevard Konrad Adenauer, L-1115 Luxembourg
	Additional Agent(s) names and addresses (if any):	Not Applicable

Signed on behalf of Telstra Corporation Limited (as Issuer):

By: .....
Duly authorised officer

Peter Kopanidis, Corporate Treasurer

Simon O'Brien
Manager, Cash Flow and Banking

Annex

Additional Conditions applicable to the Notes

The following additional Condition 18.3A applies to the Notes:

"**18.3A Make Whole Redemption by the Issuer**

The Issuer may, subject to compliance with all relevant laws, regulations and directives and on giving at least 30 days' (and not more than 60 days') notice to the Principal Paying Agent and the Noteholders, redeem the Notes, in whole or in part, at any time or from time to time, prior to their Maturity Date (the "**Make Whole Redemption Date**"). Any such redemption of Notes shall be made at their Make Whole Redemption Amount.

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition.

If the Reference Security is no longer outstanding, a Similar Security will be chosen by the Make Whole Redemption Calculation Agent at 11:00 a.m. (CET) on the third Business Day preceding the Make Whole Redemption Date, quoted in writing by the Make Whole Redemption Calculation Agent to the Issuer and published in accordance with Condition 14.10 ("Notification of Interest Rate, interest payable and other items").

The Make Whole Redemption Rate will be published by the Issuer in accordance with Condition 14.10 ("Notification of Interest Rate, interest payable and other items").

The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Make Whole Redemption Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties.

In this Condition 18.3A:

Make Whole Redemption Margin means 0.150 percent per annum.

Make Whole Redemption Amount means an amount calculated by the Make Whole Redemption Calculation Agent and equal to the greater of:

(a) 100 percent of the principal amount of the Notes so redeemed; and

(b) the sum of the then present values of the remaining scheduled payments of principal and interest on such Notes (excluding any interest accrued on the Notes to, but excluding, the relevant Make Whole Redemption Date) discounted to the relevant Make Whole Redemption Date on an annual basis, assuming a Day Count Fraction of Actual/Actual (ICMA), at the Make Whole Redemption Rate plus the Make Whole Redemption Margin,

plus in each case, any interest accrued on the Notes to, but excluding, the Make Whole Redemption Date.

Make Whole Redemption Calculation Agent means an independent investment bank of international repute, appointed by the Issuer (and notified to Noteholders and the Principal Paying Agent by the Issuer in accordance with Condition 33) for the purposes of performing any of the functions expressed to be performed by it under this Condition 18.3A.

Make Whole Redemption Rate means the average of the four quotations given by the Reference Dealers of the mid-market annual yield to maturity of the Reference Security on the fourth Business Day preceding the Make-whole Redemption Date at 11:00 a.m. (Central European Time ("**CET**")).

Reference Dealers means each of the four banks selected by the Make Whole Redemption Calculation Agent which are primary European government security dealers, and their respective successors, or market makers in pricing corporate bond issues.

Reference Security means the one half percent German Bundesobligationen due February 2026.

Similar Security means such other German Government bond with a maturity date as near as possible to the Maturity Date as the Make Whole Redemption Calculation Agent may reasonably determine to be appropriate by way of substitution for the Reference Security."

KING&WOOD MALLESONS

Euro Fiscal Agency Agreement

relating to
Euro Notes issued under the Debt Issuance Program of Telstra Corporation Limited

Telstra Corporation Limited ("Issuer")
Deutsche Bank AG, London Branch ("Fiscal Agent")
Deutsche Bank Luxembourg S.A. ("Paying Agent", "Registrar" and "Transfer Agent")
Deutsche Bank, AG, Hong Kong Branch ("CMU Lodging Agent")

Dated 31 October 2001 as amended and restated on 15 October 2002, supplemented on 14 November 2003 and
amended on 23 September 2005, 12 October 2006, 24 October 2011, 5 October 2012, 7 October 2013 and on or about 12 March 2015.

King & Wood Mallesons
Level 50
Bourke Place
600 Bourke Street
Melbourne Vic 3000
Australia
T +61 3 9643 4000
F +61 3 9643 5999
DX 101 Melbourne

Euro Fiscal Agency Agreement
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Euro Fiscal Agency Agreement

Details

Parties	**Issuer**, **Fiscal Agent**, **Paying Agent, Registrar, Transfer Agent** and **CMU Lodging Agent**	
Issuer	Name	**Telstra Corporation Limited**
	ABN	33 051 775 556
	Address	Level 41, 242 Exhibition Street Melbourne Vic 3000
	Fax	+61 3 9639 1940
	Attention	Corporate Treasurer
Fiscal Agent	Name	**Deutsche Bank AG, London Branch**
	Address	Winchester House 1 Great Winchester Street London EC2N 2DB
	Fax	+44 20 7547 6149
	Attention	Issuer – Debt and Agency Services
Paying Agent, Registrar and Transfer Agent	Name	**Deutsche Bank Luxembourg S.A.**
	Address	2 Boulevard Konrad Adenauer, L-1115 Luxembourg
	Fax	+352 47 31 36
	Attention	Issuer Services Ops
CMU Lodging Agent	Name	**Deutsche Bank AG, Hong Kong Branch**
	Address	52nd Floor, International Commerce Centre 1 Austin Road West Kowloon Hong Kong
	Fax	+852 2203 7320/7323
	Attention	Issuer Services

Recitals	**A**	The Issuer has established the Program for the issue of debt instruments pursuant to the Program Documents.
	B	Each of the Agents agreed to act as the Issuer's agent in respect of the debt instruments issued in bearer form primarily into the European markets on the terms set out in this agreement.
Date of agreement	31 October 2001 as amended and restated on 15 October 2002, supplemented on 14 November 2003 and amended on 23 September 2005, 12 October 2006, 24 October 2011, 5 October 2012, 7 October 2013 and on or about 12 March 2015.	

Euro Fiscal Agency Agreement

General terms

1 Appointment of Agents

1.1 Appointment of Agents

The Issuer:

(a) appoints Deutsche Bank AG, London Branch as Fiscal Agent and as a Paying Agent in respect of each Series of Notes;

(b) appoints Deutsche Bank Luxembourg S.A. as a Paying Agent in respect of each Series of Notes and as Registrar and Transfer Agent in respect of any Registered Euro/CMU Notes;

(c) appoints Deutsche Bank AG, Hong Kong Branch at its specified office as CMU Lodging Agent for any CMU Notes;

(d) authorises each Agent to take the action on its behalf and to exercise the rights, powers and remedies and observe the obligations which are specifically delegated to that Agent by or under this agreement or which are set out in any Program Document, the Conditions or the Procedures Memorandum and further rights and powers which are reasonably incidental to those delegated rights and powers or are agreed between the Issuer and the relevant Agent from time to time including:

(i) in the case of the Fiscal Agent, the Paying Agent or the Registrar (as applicable):

(A) with respect to Notes other than CMU Notes:

(aa) completing, authenticating and delivering Global Notes and (if required) completing, authenticating and delivering Definitive Notes;

(ab) exchanging Temporary Global Notes for Permanent Global Notes and/or Definitive Notes, as the case may be, in accordance with the terms of such Temporary Global Notes;

(ac) exchanging Permanent Global Notes for Definitive Notes in accordance with the terms of such Permanent Global Notes;

(ad) exchanging Global Certificates for Certificates in definitive form in accordance with the terms of such Global Certificates;

(ae) paying sums due on Global Notes, Definitive Notes and Coupons;

(af) exchanging Talons for Coupons in accordance with the Conditions; and

(ag) arranging on behalf of the Issuer for notices to be communicated to the Noteholders;

(B) with respect to any Notes:

(aa) ensuring that, as directed by the Issuer, all necessary action is taken to comply with any reporting requirements of any competent authority in respect of any relevant currency as may be in force from time to time with respect to the Notes to be issued under the Program;

(ab) subject to the Procedures Memorandum, submitting to any relevant Stock Exchange and/or Listing Authority such number of copies of each Pricing Supplement which relates to Notes which are to be listed on it as it may reasonably require;

(ac) acting as Calculation Agent in respect of Notes where named as such in the relevant Pricing Supplement;

(ad) sending a copy of each Pricing Supplement to the other Paying Agents (if any); and

(ae) performing all other obligations and duties imposed upon it by the Conditions and each Program Document; and

(ii) in the case of the CMU Lodging Agent or the Registrar (as applicable) with respect to CMU Notes:

(A) completing the Global Notes and (if required) the Definitive Notes;

(B) authenticating and delivering Global Notes and (if required) authenticating and delivering Definitive Notes;

(C) exchanging Temporary Global Notes for Permanent Global Notes and/or Definitive Notes, as the case may be, in accordance with the terms of such Temporary Global Notes;

(D) exchanging Permanent Global Notes for Definitive Notes in accordance with the terms of such Permanent Global Notes;

(E) exchanging Global Certificates for definitive Certificates in accordance with the terms of such Global Certificates;

(F) paying sums due on Global Notes, Definitive Notes and Coupons;

(G) exchanging Talons for Coupons in accordance with the Conditions;

(H) arranging on behalf of the Issuer for notices to be communicated to the Noteholders;

(I) performing all other obligations and duties imposed upon it by the Conditions and each Program Document; and

(J) performing any of the actions described in sub-paragraphs (d)(i)(B) of this clause 1.1 as though references (other than in relation to the determination of interest and other amounts payable in respect of the Notes) to the Fiscal Agent or Paying Agent are deemed to be a reference to the CMU Lodging Agent.

All references herein (other than in relation to the determination of interest and other amounts payable in respect of the Notes) to the Fiscal Agent and Paying Agent shall, in relation to CMU Notes, be deemed to be a reference to the CMU Lodging Agent and all such references shall be construed accordingly.

1.2 Acceptance of appointment

Each Fiscal Agent, CMU Lodging Agent, Paying Agent, Registrar and Transfer Agent accepts its appointment under clause 1.1 ("Appointment of Agents"). Each Agent must exercise the rights, powers and remedies, and observe the obligations which are specifically delegated to it by or under any Program Document or which are set out in the Conditions, the Procedures Memorandum or, with the prior consent of the relevant Agent in relation to a Series of Notes, the relevant Pricing Supplement. The obligations of the Agents are several and not joint.

1.3 Additional Agents

The Issuer may from time to time appoint additional or substitute agents (including any substitute Registrar or Transfer Agent) in connection with a Series in such jurisdictions and locations as it may consider appropriate. Where an additional or substitute agent is appointed under this agreement, upon that agent delivering to the other parties to this agreement an Agent Accession Letter, it shall become a party to this agreement as if originally named as an Agent.

1.4 Notification of Additional Agents

Promptly after the appointment of an additional or substitute Fiscal Agent, Paying Agent, CMU Lodging Agent, Registrar or Transfer Agent, the Issuer must:

(a) where the appointment is made prior to the issue of the Notes to which it relates, publish such appointment in the relevant Pricing Supplement;

(b) where the appointment is made after the issue of the Notes to which it relates, notify such appointment only to the relevant Noteholders in accordance with clause 16 ("Notices").

1.5 Copies of documents

The Issuer undertakes to provide each Agent with a copy of the following as soon as reasonably practicable:

(a) the constitution of the Issuer;

(b) the Offering Circular;

(c) the Dealer Agreement;

(d) the Agency Agreement;

(e) each Deed of Covenant;

(f) the audited Accounts of the Issuer in respect of each of the immediately preceding two financial years and any unaudited half yearly interim Accounts of the Issuer, in either case, when available;

(g) each Pricing Supplement for Notes that are listed on a Stock Exchange and in respect of which the Agent acts as an agent under this Agency Agreement, in each case, when available;

(h) each Subscription Agreement for Euro Notes that are listed on a Stock Exchange and in respect of which the Agent acts as an agent under this Agency Agreement, in each case, when available; and

(i) all other documents, which are referred to by incorporation in the Offering Circular, in each case, when available.

2 Fiscal Agent's duties in respect of Notes

2.1 Hold in safe custody

The Fiscal Agent agrees to:

(a) hold in safe custody for the Issuer and maintain in safe custody all blank Notes held by it under this agreement; and

(b) ensure that Notes are only completed, authenticated and delivered in accordance with this agreement, any relevant Global Note and the Conditions.

The Fiscal Agent is not entitled to claim any lien or other security interest in the Notes.

2.2 Fiscal Agent's general duties

The Fiscal Agent agrees to:

(a) act in accordance with the Conditions of each Note and all provisions of the Procedures Memorandum expressed to apply to it;

(b) keep a full and complete record of the information provided to it by the Issuer under clause 3.1 ("Issuer's notice") including in respect of each Tranche, details of the Issue Date, Maturity Date, currency in which the Tranche is denominated, principal amount, Tranche number, Series number and security code number and, in respect of all Notes details of their exchange, redemption, payment, cancellation and destruction and of all replacement Notes issued in substitution for lost, stolen, mutilated, defaced or destroyed Notes pursuant to this agreement and of the Notes of each Series from time to time outstanding;

(c) make such records available to the Issuer at all reasonable times during business hours; and

(d) provide such details to the Registrar as are necessary to enable the Registrar to perform its duties and obligations under this agreement and the Conditions of each Note.

3 Issue of Notes

3.1 Issuer's notice

In relation to all non-Syndicated Issues, not later than the time specified in the Procedures Memorandum and, in relation to Syndicated Issues, three Business Days before the Issue Date, the Issuer undertakes (in respect of each Tranche of Notes to be issued under this agreement) to notify and/or confirm to the relevant Agent by fax or other means of communication acceptable to it all such information as each of them may reasonably require for it to carry out its functions as contemplated by this clause 3, and in particular:

(a) the details required for it to complete the relevant Global Notes;

(b) the aggregate principal amount of each Tranche of Notes to be subscribed by each relevant Dealer; and

(c) in the case of non-Syndicated Issues, the account of the Issuer to which payments should be made or other payment directions (as appropriate).

3.2 Details required to be provided

The Issuer undertakes to notify the relevant Agent of the aggregate principal amount of each Tranche to be issued on the Issue Date, attaching in relation to that Tranche a copy of the Pricing Supplement in connection with that Tranche and in addition specify in relation to that Tranche:

(a) whether the Tranche is to be represented upon issue by:

(i) a Temporary Global Note;

(ii) a Permanent Global Note;

(iii) a Global Certificate;

(iv) Definitive Notes in bearer form; or

(v) definitive Registered Euro/CMU Notes; and

(b) if applicable, the delivery instructions relating to any Definitive Notes.

3.3 Additional procedures

(a) Prior to issuing any Partly Paid Notes which are intended to be cleared through the CMU, the Issuer undertakes to agree with the CMU Lodging Agent on the procedure for the for the acceptance of further instalments of the subscription moneys in relation to those Partly Paid Notes.

(b) Prior to issuing any Partly Paid Notes or any Notes which are intended to be cleared through a Clearing System other than Euroclear, Clearstream, Luxembourg or the CMU, the Issuer undertakes to inform the relevant Agent of its wish to issue such Notes and shall agree with the relevant Agent:

(i) the procedure for the acceptance of further instalments of the subscription moneys, in the case of Partly Paid Notes; or

(ii) the procedure for issuing Notes which are to be cleared through such other Clearing System, which agreement must cover:

(A) the time, date and place for the delivery of the relevant Global Note(s) by the relevant Agent;

(B) whether such delivery is to be free of payment or against payment;

(C) an appropriate method for determining non-U.S. beneficial ownership of Notes in accordance with applicable U.S. law; and

(D) (if relevant) the method by which the relevant Agent is to receive any payment, and hold any moneys, on behalf of the Issuer.

3.4 Form of Notes

Each Note must:

(a) be substantially in the form set out in:

(i) in the case of a Temporary Global Note, schedule 1 ("Form of Temporary Global Note");

(ii) in the case of a Permanent Global Note, schedule 2 ("Form of Permanent Global Note"); and

(iii) in the case of a Definitive Note in bearer form, schedule 3 ("Form of Definitive Bearer Note");

(iv) in the case of a definitive Certificate, schedule 4 ("Form of Definitive Certificate"); and

(v) in the case of a Global Certificate, schedule 5 ("Form of Global Certificate"),

each as modified from time to time in the manner set out in the relevant Pricing Supplement or in such other form as may be agreed between the Issuer, the relevant Agent and the Relevant Dealer; and

(b) in respect of each Series, be sequentially numbered.

3.5 Certificates

Except as otherwise provided in the relevant Pricing Supplement or as may be agreed between the Issuer, the Registrar and the Relevant Dealer, Certificates will be issued in respect of Registered Euro/CMU Notes.

3.6 Execution

Each Note, Certificate, Receipt, Coupon and Talon must be executed manually or in facsimile on behalf of the Issuer by an Authorised Officer or an attorney of the Issuer. For this purpose, the parties will provide each other with a list of the names and titles and specimen signatures of the Authorised Officers of such party in a form acceptable to the Fiscal Agent. The Issuer will promptly notify the Fiscal Agent of any change in the names of any Authorised Officer whose signature is to be used on the Notes.

The Issuer may, however, adopt and use the facsimile signature of any person who, at the date of signing is an Authorised Officer or attorney of the Issuer notwithstanding that, at the time of issue of the Note, Receipt, Coupon or Talon such person has ceased for any reason to be an Authorised Officer or attorney of

the Issuer. The Note, Receipt, Coupon or Talon so issued will be a binding and valid obligation of the Issuer, upon which the Agents may rely until otherwise notified. Definitive Notes will be security printed, in accordance with relevant legal and Stock Exchange requirements, and delivered by the Issuer in sufficient time and quantity for distribution.

3.7 Issue of Global Notes

The Issuer will, following a request by the Fiscal Agent, deliver a stock of master Temporary Global Notes, master Permanent Global Notes, master Global Certificates and definitive Certificates to the Fiscal Agent which are to be delivered in sufficient time for the purpose of issue.

Subject to clause 3.1 ("Issuer's notice"), the Fiscal Agent is authorised and instructed on behalf of the Issuer upon receipt of the information, and instructions, enabling it to do so to complete a Temporary Global Note or, as the case may be, Permanent Global Note supplied by the Issuer under this clause 3.6 in an aggregate principal amount equal to that of the Tranche to be issued or, in the case of Registered Euro/CMU Notes, notify the Registrar of all relevant information, whereupon the Registrar shall complete one or more Certificates in an aggregate principal amount equal to that of the Tranche to be issued, authenticate (unless the Fiscal Agent is to do so in its capacity as, or as agent for, the Registrar) each Certificate (or cause its agent on its behalf to do so) and deliver them to, or to the order of, the Fiscal Agent not later than the time specified by the Fiscal Agent (which shall be no earlier than one Business Day after receipt by the Registrar of such instructions).

3.8 Authentication and delivery

The Fiscal Agent and the CMU Lodging Agent shall comply with all provisions of the Procedures Memorandum expressed to apply to it. Immediately before the issue of any Global Note, the Fiscal Agent (or its agent on its behalf) or the CMU Lodging Agent (as applicable) shall authenticate it. Following authentication of any Global Note, the Fiscal Agent or the CMU Lodging Agent (as applicable) shall (in the case of any unauthenticated Certificate after first authenticating it as, or as agent for, the Registrar):

(a) in the case of a non-Syndicated Tranche intended to be cleared through a Clearing System other than the CMU, deliver the Global Note representing such Notes on the Business Day immediately preceding its Issue Date (or such other date as may have been agreed between the Issuer and the Fiscal Agent) to the relevant Clearing System or its Common Depositary together with instructions to the relevant Clearing System(s) to credit the underlying Notes represented by such Global Note to such securities account(s) on a delivery against payment basis or, if notified to the Fiscal Agent by the Issuer, on a delivery free of payment basis; and

(b) in the case of a Syndicated Issue of a Tranche intended to be cleared through a Clearing System other than the CMU, deliver or procure that the Lead Manager delivers the Global Note representing such Notes to the relevant Clearing System or its Common Depositary on the Issue Date at or about the time specified in the relevant Subscription Agreement at such place as shall be specified in the relevant Subscription Agreement (or such other time, date and/or place as may have been agreed between the Issuer and the Fiscal Agent) against the delivery to the Fiscal Agent of evidence that payment of the subscription moneys due has been made to the Issuer;

(c) in the case of a non-Syndicated Tranche or a Syndicated Issue of a Tranche intended to be cleared through the CMU, deliver the Global

Note representing such Notes to a sub-custodian for the CMU in accordance with the provisions of the Procedures Memorandum; and

(d) ensure that Notes of each Tranche cleared for settlement through a Clearing System are assigned security code numbers by the Clearing System(s) which are different from the security code numbers assigned to Notes of any other Tranche of the same Series until 40 days after the completion of the distribution of the Notes of that Tranche as notified by the Fiscal Agent to the Relevant Dealer (at which time all Notes of the same Series whose Exchange Date has occurred will, unless a later date is specified in the relevant Pricing Supplement, become fungible).

The Fiscal Agent shall immediately notify the Registrar if for any reason a Certificate is not delivered in accordance with the Issuer's instructions. Failing any such notification, the Registrar shall cause an appropriate entry to be made in the Register to reflect the issue of the Notes to the person(s) whose name and address appears on each such Certificate on the Issue Date.

3.9 Exchange of Global Notes

On and after the Exchange Date of any Temporary Global Note which is exchangeable for a Permanent Global Note, the Fiscal Agent or the CMU Lodging Agent (as applicable) shall, on presentation to it or to its order of the Temporary Global Note, complete a Permanent Global Note, if not already done so, authenticate it (or cause its agent on its behalf to do so) and procure the exchange of interests in such Temporary Global Note for interests in an equal principal amount of such Permanent Global Note in accordance with such Temporary Global Note.

On or after the Exchange Date of any Global Note which is exchangeable for Definitive Notes, the Fiscal Agent or the CMU Lodging Agent (as applicable) shall, on presentation to it or to its order of the Global Note, procure the exchange of interests in such Global Note for Definitive Notes (if applicable, having attached Coupons, a Talon and/or Receipts other than any that mature on or before the relevant Exchange Date) or in a principal amount equal to that portion of such Global Note submitted for exchange in accordance with such Global Note.

3.10 Notification

The Fiscal Agent or the CMU Lodging Agent (as applicable) shall notify the Issuer forthwith upon receipt of a request for an exchange of a Global Note for a Definitive Note or Definitive Notes in accordance with the provisions of a Temporary Global Note or Permanent Global Note, as the case may be, and the aggregate nominal amount of such Temporary Global Note, Permanent Global Note, as the case may be, to be exchanged in connection with such request.

3.11 Determination of Exchange Date and completion of distribution

The Fiscal Agent or the CMU Lodging Agent (as applicable) will:

(a) determine the Exchange Date for each Temporary Global Note in accordance with its terms. Promptly after determining the Exchange Date in respect of any Tranche, the Fiscal Agent or the CMU Lodging Agent (as applicable) will notify such determination to the Issuer, the Relevant Dealer and the relevant Clearing System; and

(b) in relation to any Tranche of Notes which is issued pursuant to a Syndicated Issue, to the extent that it is notified by the Lead Manager that the distribution of the Notes of that Tranche purchased by such

relevant Dealer is complete, notify all the relevant Dealers of the completion of distribution of the Notes of that Tranche.

3.12 Outstanding amount

The Fiscal Agent will, upon request by the Issuer, promptly give notice to the Issuer of the aggregate principal amount of Notes then outstanding at the time of the request.

3.13 Amendments to Procedures Memorandum or Dealer Agreement

The Issuer will not agree to any amendment of the Procedures Memorandum or the Dealer Agreement which alters the obligation of an Agent under this agreement, without the prior consent of the relevant Agent, such consent not to be unreasonably withheld or delayed.

3.14 Modification

If:

(a) the Issuer wishes to issue Notes in a form not specifically contemplated in this agreement; or

(b) any relevant law, regulation or directive is introduced or changes, or there is any change in the official interpretation or application of any relevant law, regulation or directive, after the date of this agreement,

the parties to this agreement (after consultation with the Dealers) may amend this agreement and the documents referred to in it to take into account such agreement, introduction or change.

4 Terms of issue

4.1 No issue of Notes

Notwithstanding the delivery by the Issuer of a notice under clause 3.1 ("Issuer's notice"), if an Agent receives notice from the Issuer that an issue of Notes is not to take place (for any reason) in sufficient time for it to stop the issue of those Notes then the relevant Agent, must not deliver those Notes, and (if the Notes have been prepared under clause 3 ("Issue of Notes") prior to the receipt of that notice) must cancel and destroy those Notes or, in the case of Registered Euro/CMU Notes, must not register those Notes on the Euro/CMU Register. The clause does not limit the operation of clause 14.2 ("Indemnity by Issuer").

4.2 Clearing Systems

In delivering any Global Note relating to a Tranche of a non-Syndicated Issue in accordance with clause 3.7 ("Authentication and delivery"), the Fiscal Agent shall give instructions to the relevant Clearing System to hold the Notes represented by it to the order of the Fiscal Agent pending transfer to the securities account(s) referred to in clause 3.7 ("Authentication and delivery"). Upon payment for any such Notes being made to the Fiscal Agent, it shall transfer such payment to the account of the Issuer notified to it by the Issuer. For so long as any such Note continues to be held to the order of the Fiscal Agent, the Fiscal Agent shall hold such Note to the order of the Issuer.

If Notes are to be credited on a delivery against payment basis in accordance with clause 3.7(a) ("Authentication and delivery"), unless otherwise agreed, instructions shall be given by or on behalf of the Fiscal Agent to the relevant

Clearing System to credit the Notes represented by the Global Note to the Fiscal Agent's distribution account. Each Note represented by a Global Note which is so credited to the Fiscal Agent's distribution account with the relevant Clearing System or is delivered to the Common Depositary (or, in the case of the CMU Notes, a sub-custodian for the CMU) as the case may be, shall be held to the order of the Issuer pending delivery to the relevant Dealer on a delivery against payment basis in accordance with the normal procedures of the relevant Clearing System. The Fiscal Agent shall on the Issue Date and against receipt of funds from the relevant Dealer transfer the proceeds of issue to the Issuer to the account notified to the Fiscal Agent.

The Fiscal Agent undertakes to provide each relevant Clearing System with the notifications, instructions or other information to be given to it in accordance with this agreement.

4.3 Defaulted Note

If on the relevant Issue Date of a non-Syndicated Issue the relevant Dealer does not pay the purchase price due from it in respect of any Note ("**Defaulted Note**") and, as a result, the Defaulted Note remains in the relevant Agent's distribution account with the relevant Clearing System after such Issue Date (rather than being credited to the Dealer's account against payment), the relevant Agent will continue to hold the Defaulted Note to the order of the Issuer and will promptly notify the Issuer of the Dealer's failure to pay and upon any subsequent receipt from the Dealer of the Issue Price.

4.4 Reimbursement

If the Fiscal Agent pays an amount ("**Advance**") in accordance with the Conditions and this agreement to the Issuer on the basis that a payment ("**Payment**") has been, or will be, received from a Dealer or any Noteholder or any other person and the Payment is not received by the Fiscal Agent on the date the Fiscal Agent pays the Issuer, the Fiscal Agent shall promptly inform the relevant Dealer, Noteholder or other person (if the identity is known to the Fiscal Agent), as the case may be, and request that the Dealer, Noteholder or other person to make good the Payment. Should such payment not be received by the Fiscal Agent, the Issuer will reimburse the Fiscal Agent for the Advance.

4.5 Master Global Notes

The Fiscal Agent is only required to perform its obligations under clause 3 ("Issue of Notes") and this clause 4 ("Terms of Issue") if it holds a master Temporary Global Note and a master Permanent Global Note denominated in the relevant currency duly executed by an Authorised Officer or an attorney of the Issuer, which may be used by the Fiscal Agent for the purpose of completing a Temporary Global Note or Permanent Global Note, as the case may be, in accordance with clause 3 ("Issue of Notes").

A master Temporary Global Note and a master Permanent Global Note are notes which are in the form of schedule 1 ("Form of Temporary Global Note") or schedule 2 ("Form of Permanent Global Note") respectively which are complete except that each requires:

(a) a copy of the Pricing Supplement in respect of the Tranche to which it relates to be attached to it;

(b) completion by the Fiscal Agent, on behalf of the Issuer, as to the details of the Tranche to which it relates; and

(c) authentication by or on behalf of the Fiscal Agent.

4.6 Supply information

As soon as practicable after delivering or exchanging any Note, the Fiscal Agent must supply to the Issuer and the other Agents all relevant details of the Notes so delivered or exchanged, in such format as it shall from time to time agree with the Issuer.

4.7 Reliance

Subject to the procedures set out in the Procedures Memorandum, for the purposes of clause 3 ("Issue of Notes"):

(a) the Fiscal Agent is entitled to treat a notice from a person purporting to be (and who the Fiscal Agent believes in good faith to be) the Authorised Officer of the Issuer named in the list referred to in clause 16.3 ("Authorised Officers") as sufficient instructions and authority of the Issuer for the Agent to act in accordance with clause 3 ("Issue of Notes"); and

(b) the Issuer is entitled to treat a notice from a person purporting to be (and who the Issuer believes in good faith to be) the Authorised Officer of the Fiscal Agent as sufficient instructions and authority of the Fiscal Agent of the Issuer to act in accordance with clause 3 ("Issue of Notes").

5 Information

5.1 Notification

Within five Business Days after the delivery of any Definitive Notes the Fiscal Agent must notify the Issuer of the serial numbers of those Notes, (and, if appropriate, Coupons and Talons) completed, authenticated and delivered by it on the date of delivery and the aggregate principal amount of those Notes.

5.2 Lost etc Notes

Within five Business Days after the delivery of a new Note the Fiscal Agent must notify the Issuer of the issue of that new Note, its serial number, the serial number (if known) of the Note which it replaces and, if applicable, confirm to the Issuer that the Note being replaced has been destroyed.

5.3 Additional information

Each Agent must provide the Issuer with any additional information in its possession (other than information which has been provided to that Agent on a confidential basis or is proprietary information held by that Agent and obtained in relation to any other business that Agent undertakes) relating to the issuance and distribution of Notes as the Issuer may reasonably require in connection with any exemption available under the Tax Act in respect of Australian interest withholding tax.

5.4 Documents available for inspection

Each Agent must make copies of the documents referred to in clause 1.5 ("Copies of documents") (other than the Dealer Agreement) available for inspection by Noteholders at its specified office during normal business hours.

6 Payments

6.1 Payments of amounts due

The Issuer shall, with respect to each Series, pay to the account of the relevant Agent as the relevant Agent specifies from time to time in the currency in which the relevant payment falls to be made in immediately available, freely transferable and cleared same day funds:

(a) not later than the Payment Time in respect of each Interest Payment Date for each Tranche of that Series, an amount sufficient to pay the interest due in respect of each Tranche of that Series on such date; and

(b) not later than the Payment Time in respect of the Maturity Date for a Series or, if earlier, the date on which the Issuer is obliged to or elects to redeem the Notes, an amount equal to the redemption moneys payable under the Conditions in respect of those Notes on that date.

"**Payment Time**" in respect of a payment to be made on an Interest Payment Date or Maturity Date or other redemption date means 10:00 am Local Time on the Interest Payment Date or Maturity Date or other redemption date or any later time as the relevant Agent may agree.

6.2 Pre-advice of payment

The Issuer will, no later than 10.00am Local Time one Business Day prior to that Interest Payment Date, or Maturity Date, or other redemption date, confirm to the relevant Agent by SWIFT or other means approved by the relevant Agent that it has given the bank through which the Issuer is to make the relevant payment irrevocable instructions for that payment to the relevant Agent.

6.3 Notification

Each Agent will promptly notify each of the other relevant Agents and the Issuer if it has not by 10.00 am Local Time on the due date for any payment in respect of a Series (or such earlier time as is agreed) received the amount so due or, where the Payment Time falls on the relevant Interest Payment Date or Maturity Date or other redemption date, the confirmation referred to in clause 6.1 ("Payments of amounts due"). In the absence of the above notification by another Agent each of the Agents shall be entitled:

(a) to pay the interest on, and the principal or the redemption moneys in respect of, Notes of that Series in accordance with their terms; and

(b) (if applicable) to claim any amounts so paid by it from the relevant Agent.

6.4 Make payments

Subject to the relevant Agent being satisfied in its discretion that payment will be duly made as provided in clause 6.1 ("Payments of amounts due"), the Fiscal Agent, Registrar or relevant Paying Agent will pay or cause to be paid all amounts due in respect of the Notes on behalf of the Issuer in the manner provided in the Conditions. If any payment provided for in clause 6.1 ("Payments of amounts due") is made late but otherwise in accordance with the provisions of this agreement, the Paying Agents will nevertheless make payments in respect of the Notes following receipt by the relevant Agent of such payment.

6.5 Full amount not received

If the amounts received by the relevant Agent pursuant to clause 6.1 ("Payments of amounts due") are insufficient to satisfy all claims in respect of all payments then falling due in respect of the Notes of a Series, the Paying Agents are not obliged to pay any of those claims until the relevant Agent has received the full amount of all such payments.

6.6 Interest on overdue amounts

Without prejudice to clauses 6.4 ("Make payments") and 6.5 ("Full amount not received"), if the relevant Agent pays any amounts to the Noteholders or Couponholders or to any other Agent at the time when it has not received payment in full in respect of the relevant Notes in accordance with clause 6.1 ("Payments of amounts due") (the excess of the amounts so paid over the amounts so received being the "**Shortfall**"), the Issuer will, in addition to paying amounts due under clause 6.1 ("Payments of amounts due"), pay to the relevant Agent on demand interest (at a rate which represents the relevant Agent's cost of funding the shortfall as evidenced to the Issuer by the provision of details of the calculation of the cost of funding) on the Shortfall (or the unreimbursed portion of it) until the receipt in full by the relevant Agent of the Shortfall.

6.7 Reimburse other Agents

The Issuer authorises and directs each relevant Agent on demand to promptly reimburse each other Agent for payments in respect of Notes properly made by the other Agent in accordance with this agreement and the Conditions unless the first Agent has notified the other Agent prior to the opening of business in the location of the office of the other Agent through which payment in respect of the Notes can be made on the due date of a payment in respect of the Notes, that the first Agent does not expect to receive the amount payable by the Issuer or confirmation (as the case may be) under clause 6.1 ("Payments of amounts due").

6.8 Late payment

Without limiting clause 6.4 ("Make payments"), if an Agent has not received on or before the due date of any payment in respect of the Notes the full amount payable on that date and as a result an event of default under the Conditions occurs, it will promptly:

(a) notify the Issuer and the other Agents; and

(b) give notice to the Noteholders in accordance with the Conditions that it has not received that full amount.

6.9 Partial payments

If payment of only part of the amount payable in respect of a Note, Receipt or Coupon is made (except as a result of a withholding or deduction as permitted by the Conditions), the Agent to whom it is presented (or, in the case of a Registered Euro/CMU Note, to whom the request for such payment is made) will procure that that Note is enfaced (or, in the case of the Registered Euro/CMU Note, the relevant Register is annotated) with a memorandum of the amount paid and date of payment and that record shall, in the absence of manifest error, be prima facie evidence that the payment in question has not to that extent been made.

6.10 Deductions

Each Agent is entitled to withhold or deduct from all payments to Noteholders or Couponholders any amounts which the Issuer or the Agent is required to withhold or deduct by any applicable law, but the Issuer is responsible for making all determinations regarding any withholding or deduction and must notify the relevant Agent of any withholding or deduction in sufficient time for the relevant Agent to withhold or deduct the amount from a payment as instructed by the Issuer.

If the Issuer is required to withhold or deduct any amount from any payments for or on account of taxes, duties, assessments or governmental charges as specifically contemplated under the Conditions, the Issuer must give notice of such withholding or deduction to the relevant Agent as soon as it becomes aware of the requirement and must give the relevant Agent such information as it requires to enable it to comply with those requirements.

6.11 Moneys held by Agents

Each Agent may deal with moneys paid to it under this agreement in the same manner as moneys paid to it as a banker by its customers, except that:

(a) it may not exercise any lien, right of set-off or similar claim in respect of the moneys; and

(b) it shall not be liable to anyone for interest on any sums held by it under this agreement.

6.12 Repayment

If any Note, Receipt or Coupon becomes void or claims in respect of it become prescribed under the Conditions, the relevant Agent will promptly repay to the Issuer the amount received by the relevant Agent (if any) which would have been due on such Note, Receipt or Coupon if it had been presented for payment before it became void or such claim became prescribed.

6.13 Payments on Global Notes

So long as any Notes are represented by Global Notes, all payments due in respect of those Notes will be made to, or to the order of, the holder of the Global Notes, subject to and in accordance with the provisions of the Global Notes. On the occasion of any such payment the relevant Agent or Paying Agent to which the Global Note was presented for the purpose of making payment will cause the appropriate schedule to the relevant Global Note to be annotated so as to evidence the amounts and dates of those payments of principal and/or interest as applicable.

6.14 Void Global Note or Registered Note

If any Global Note becomes void (in whole or in part) then in accordance with its terms, after the occurrence of an Event of Default, the relevant Agent shall promptly notify the other Agents. After such notice has been given, no payment shall be made by them in respect of that Note to the extent that it has become void.

6.15 FATCA

If the Issuer determines in its sole discretion that it will be required to withhold or deduct any FATCA Withholding in connection with any payment due on any Notes, then the Issuer will be entitled to re-direct or reorganise any such payment in any way that it sees fit in order that the payment may be made without FATCA

Withholding provided that any such re-direction or reorganisation of any payment is made through a recognised institution of international standing and such payment is otherwise made in accordance with this agreement.

7 Early redemption and exercise of options

7.1 Notice to Fiscal Agent

If the Issuer intends (other than as a result of an Event of Default) to redeem all or any of the Notes prior to their Maturity Date or to exercise any Issuer's option in accordance with the Conditions of those Notes it will, not less than 14 days (or such lesser period as agreed to by the relevant Agent) prior to the latest date for the publication of the notice of redemption or of exercise of the Issuer's option required to be given to Noteholders, give notice of that intention to the relevant Agent stating the date on which the Notes are to be redeemed or such option is to be exercised and the principal amount of the Notes to be redeemed or subject to the option.

7.2 Drawings

If some only of the Notes are to be redeemed or subject to the exercise of an Issuer's option, the relevant Agent will make the drawing that is required in accordance with the Conditions. The relevant Agent shall give the Issuer reasonable notice of the time and place proposed for such drawing and the Issuer shall be entitled to send representatives to attend such drawing except where the Notes are represented by a Global Note, in which case the Notes will be redeemed in accordance with the rules and procedures of the relevant Clearing System.

7.3 Notice to Noteholders

The relevant Agent will publish the notice required in connection with any redemption of Notes or exercise of an Issuer's option and will at the same time also publish a separate list of the serial numbers of any Notes previously drawn and not presented for payment or as may otherwise be required pursuant to any Issuer's options. The notice will specify the date fixed for redemption, or exercise of any option, the redemption price, the manner in which redemption will be effected or the terms of exercise of such option, and, in the case of a partial redemption or exercise of any option, the serial numbers of the Notes drawn. The notice will be published in accordance with Condition 28 ("Notices to Noteholders") provided that the form and content of all notices published by the relevant Agent under this clause 7.3 will be provided to the relevant Agent by the Issuer. In addition, the Registrar shall send to each holder of Registered Euro/CMU Notes which are called a copy of such notice together with details of such Noteholder's Registered Euro/CMU Notes called for redemption and the extent of such redemption.

7.4 Redemption or option Exercise Notices

Each Agent will keep a stock of option exercise notices in such form as may be supplied by the Issuer for the exercise of the Noteholder's option ("**Exercise Notices**") which expression will, where the context permits, include Redemption Notices, which in the case of notices for the exercise of a Noteholder's option to redeem any Notes will be in the form set out in schedule 6 ("Form of Redemption Notice") and will make such notices available on demand to holders of Notes the Conditions of which provide for redemption at the option of Noteholders or other Noteholder's options.

7.5 Redemption of Notes

Upon receipt of any Note together with a duly completed Redemption Notice or Exercise Notice deposited in the exercise of such option within the relevant option period, the Paying Agent or, in the case of Registered Euro/CMU Notes, the Registrar with which such Note is deposited shall hold such Note (together with any Coupons, Receipts or Talon (if any) relating to it deposited with it) on behalf of the depositing Noteholder (but shall not, save as provided below, release it) until the due date for redemption of, or exercise of the option relating to, the relevant Note(s) consequent upon the exercise of such option, when, in the case of an option to redeem, and subject as provided below, it shall:

(a) present such Note, Coupons, Receipts and Talon (if any) to itself for payment of the amount due (including premium (if any) and interest accrued to such date) in accordance with the Conditions; and

(b) pay such moneys in accordance with the directions of the Noteholder contained in the Redemption Notice.

If a Redemption Notice is delivered, each Agent shall take the steps required of it in the Conditions. If, prior to such due date for its redemption or exercise of the option, such Note becomes immediately due and payable or if upon due presentation payment of such redemption moneys is improperly withheld or refused or exercise of the option is improperly denied, the Agent concerned shall mail such Note (together with any related Coupons, Receipts or Talon) by uninsured post to, and at the risk of, the relevant Noteholder (unless the Noteholder otherwise requests and pays the costs of such insurance in advance to the relevant Agent) to such address as may have been given by the Noteholder in the Redemption Notice.

7.6 Notification to Fiscal Agent

At the end of each period for the exercise of an option under Condition 16 ("Redemption"), each Agent shall promptly notify the Fiscal Agent and Registrar (if applicable) of the principal amount of the Notes in respect of which such option has been exercised with it together with their serial numbers and the Fiscal Agent and Registrar (if applicable) shall promptly notify such details to the Issuer.

8 Cancellation of Notes, Certificates, Receipts, Coupons and Talons

8.1 Cancellation

All:

(a) Notes which are redeemed (together with such unmatured Receipts or Coupons or unexchanged Talons as are attached to or are surrendered with them at the time of such redemption) or Certificates representing those Notes;

(b) Temporary Global Notes which are fully exchanged;

(c) Permanent Global Notes which are fully exchanged;

(d) Global Certificates which are fully exchanged;

(e) Receipts and Coupons which are paid in full; and

(f) Talons which have been exchanged for Coupon sheets,

will be cancelled promptly by the Paying Agent or the Registrar (as applicable) through which they are redeemed, paid or exchanged. Such Paying Agent or Registrar (as applicable) will give to the Fiscal Agent, all details required by such person for the purposes of this clause 8.1 and the cancelled Notes, Certificates, Receipts, Coupons or Talons to the Fiscal Agent. The Issuer will provide the Fiscal Agent with a list of all Notes purchased by it and cancelled and send those Notes (if in definitive bearer form) to the Fiscal Agent. The Fiscal Agent shall forthwith send to the other Paying Agents a list of the unmatured Coupons and/or Talons missing upon the purchase or redemption of any Notes.

8.2 Cancellation by Issuer

If the Issuer purchases any Notes that are to be cancelled in accordance with the Conditions, the Issuer shall forthwith cancel them or procure their cancellation, inform the Fiscal Agent, the CMU Lodging Agent or Registrar, as the case may be, and send them (if in definitive bearer form) to the Fiscal Agent, the CMU Lodging Agent or Registrar, as the case may be.

8.3 Certificate of Fiscal Agent

The Fiscal Agent shall, as soon as practicable and in any event within one month after the date of any such redemption, payment, exchange or purchase, send the Issuer a certificate stating:

(a) the aggregate principal amount of Notes that have been redeemed and cancelled and the aggregate amount paid in respect of any related Receipts and/or Coupons that have been paid and cancelled or in respect of interest paid on a Global Note;

(b) the certificate numbers of such Notes and Receipts;

(c) the total number by maturity dates of such Coupons;

(d) the certificate numbers and maturity dates of such Talons; and

(e) the total number and maturity dates of unmatured Coupons, and the certificate numbers and maturity dates of unmatured Talons and Receipts, not surrendered with Notes redeemed, in each case distinguishing between Notes of each Series and denomination (and any Receipts, Coupons and Talons relating to them).

8.4 Destruction

Unless otherwise requested by the Issuer or unless, in the case of a Global Note, it is to be returned to its holder in accordance with its terms, the Fiscal Agent in the case of Notes (or the designated agent of either) will destroy the cancelled Notes, Certificates, Receipts, Coupons, Talons in its possession and will furnish the Issuer with a destruction certificate signed by an Authorised Officer of the Fiscal Agent. Any destruction certificate will give particulars of the Receipts, Coupons and Talons attached to those Notes and, in the case of all Notes, the serial numbers of the Notes in numerical sequence and, in the case of Coupons, show the total number and maturity dates of the Coupons destroyed and the Series to which they relate and, in the case of Receipts and Talons, the total number and the serial numbers of the Receipts and Talons destroyed, in each case distinguishing between Notes (and Receipts, Coupons and Talons relating to them) of each Series and Receipts, Coupons and Talons that have been paid or exchanged and those that have been surrendered for cancellation before their due date, and between Bearer Notes and Registered Euro/CMU Notes.

8.5 Records

The Fiscal Agent shall keep a full and complete record of all Notes, Certificates, Receipts, Coupons, Talons (other than series numbers of Coupons) and of their redemption, purchase, payment, exchange, cancellation, replacement and destruction and make such records available at all reasonable times to the Issuer.

8.6 Reporting requirements

The Fiscal Agent shall (on behalf of the Issuer) submit such reports or information as may be required from time to time in relation to the issue and purchase of Notes by applicable law, regulations and guidelines promulgated by the Financial Services Authority, in the case of Notes denominated in Sterling, or any other governmental regulatory authority agreed between the Issuer and the Fiscal Agent in the case of Notes denominated in other currencies.

8.7 Coupon sheets

As regards each Note issued with a Talon, the Fiscal Agent will, on or after the due date for exchange of that Talon, make available in exchange for that Talon at the specified office of the Fiscal Agent a Coupon sheet and, if relevant, a further Talon appertaining to that Note, but subject always to the Issuer having procured the delivery of a supply of Coupon sheets to the Fiscal Agent. To the extent that any Coupon in any Coupon sheet becomes void before issue, the Fiscal Agent will cancel that Coupon and destroy it in accordance with the provisions of clause 8.4 ("Destruction").

8.8 Different Series

All records and certificates made or given pursuant to this clause and clause 7 ("Early redemption and exercise of options") shall make a distinction between Notes, Certificates, Coupons and Talons of each Series.

9 Issue of replacement Notes, Certificates, Receipts, Coupons and Talons

9.1 Replacement

In the case of the theft, loss, destruction, mutilation or defacement of any Note, Certificate, Receipt, Coupon or Talon, application for replacement by the relevant Noteholder of it is to be made at the specified office of any Paying Agent, and each shall promptly transmit such application to the Fiscal Agent (if no additional Paying Agent has been designated by the Issuer for this purpose) (each in such capacity, the "**Replacement Agent**"). Any such Note, Certificate, Receipts, Coupon or Talon shall be replaced by the Replacement Agent subject to and in accordance with the Conditions and the following provisions of this clause 9.

9.2 Cancellation

Unless otherwise requested by the Issuer, the Replacement Agent(s) will cancel any mutilated or defaced Note, Certificate, Receipt, Coupon or Talon replaced pursuant to this clause 9.2 and shall furnish the Issuer with a certificate stating the serial number of the cancelled and replacement Note, Receipt, Coupon, Talon, as the case may be, and unless otherwise instructed by the Issuer shall destroy the cancelled Notes, Certificate, Receipts, Coupons, Talons. In the case of mutilated or defaced Definitive Notes, the Replacement Agent will ensure that (unless otherwise instructed by the Issuer as to evidence, security and indemnity) any replacement Definitive Note will only have attached to it Receipts, Coupons

and/or a Talon corresponding to those attached to the mutilated or defaced Definitive Note presented for replacement.

9.3 Costs and indemnity

The Replacement Agent(s) shall not issue any replacement Note, Certificate, Receipt, Coupon or Talon unless and until the applicant has:

(a) paid such costs as may be incurred in connection with the application;

(b) furnished the Replacement Agent(s) with evidence (including evidence as to the serial or certificate number of the Note, Certificate, Receipt, Coupon or Talon in question), security and indemnity as the Issuer or the Replacement Agent(s) may require; and

(c) surrendered to the Replacement Agent(s) any mutilated or defaced Note, Certificate, Receipt, Coupon, Talon to be replaced.

9.4 Notification by Replacement Agent

The Replacement Agent(s) shall, on issuing any replacement Note, Certificate, Receipt, Coupon or Talon promptly inform the Paying Agents, the Registrar (if applicable) and the Issuer of the serial or certificate number of such replacement Note, Certificate, Receipt, Coupon or Talon and the serial or certificate number of the Note, Certificate, Receipt, Coupon or Talon issued in place of which such replacement Note, Certificate, Receipt, Coupon or Talon has been issued. The Replacement Agent(s) shall keep a full and complete record of all replacement Notes, Certificates, Receipts, Coupons and Talons issued and shall make such record available at all reasonable times to the Issuer and any persons authorised by it for inspection and for the taking of copies thereof or extracts therefrom.

9.5 Notification to Replacement Agent

If any Note, Certificate, Receipt Coupon or Talon which has been replaced is presented to any of the Agents for payment or exchange, the Agent shall immediately send notice to the Replacement Agent which will inform the Issuer.

9.6 Stock of Notes, Certificates, Receipts, Coupons and Talons

The Issuer shall cause a sufficient quantity of additional forms of Notes, Certificate, Receipts, Coupons and Talons to be made available to the Replacement Agent for the purpose of issuing replacement Notes, Certificate, Receipts, Coupons and Talons as provided in this clause 9.

9.7 Security measures

The Replacement Agent shall retain any Notes, Certificate, Receipts, Coupons or Talons deposited with it by the Issuer for use as replacement Notes, Certificates, Receipts, Coupons or Talons and shall use its best endeavours to take such security measures necessary to prevent their theft, loss or destruction and shall keep an inventory of all Notes, Certificates, Receipts, Coupons and Talons, which inventory shall be at the disposal of the Issuer.

9.8 Instructions of Issuer

The Replacement Agent shall issue replacement Notes, Certificates, Receipts, Coupons or Talons solely upon and in accordance with written instructions from the Issuer. The Issuer shall, promptly upon receipt from the Replacement Agent of any application for replacement of Notes, Certificates, Receipts, Coupons or

Talons instruct the Replacement Agent in writing as to the action to be taken with respect to such application.

10 Documents and forms

10.1 Fiscal Agent

The Issuer shall provide to the Fiscal Agent in a sufficient quantity, in the case of paragraphs (b), (c) and (d) below, for distribution among the relevant Agents as required by this agreement or the Conditions:

(a) executed master Global Notes in bearer form to be used from time to time for the purpose of issuing Notes in accordance with clause 3 ("Issue of Notes");

(b) if Definitive Notes in bearer form of any Series are to be issued:

(i) Definitive Notes and any related Receipts, Coupons and Talons, duly executed on behalf of the Issuer;

(ii) specimens of those Definitive Notes, Receipts, Coupons and Talons for the purpose of issuing replacements, at least 10 days (or such other period as agreed between the Issuer and the Fiscal Agent) prior to the Exchange Date for the relevant Global Note (and the Fiscal Agent (or its agent on its behalf) shall authenticate such Definitive Notes immediately before their issue);

(c) all documents required under the Notes or by any Stock Exchange on which the Notes are listed to be available for issue or inspection during business hours (and the Paying Agents, in the case of Bearer Notes and the Registrar, in the case of Registered Euro/CMU Notes, will make those documents available for collection or inspection by the Noteholders that are so entitled); and

(d) forms of voting certificates and block voting instructions, together with instructions as to how to complete, deal with and record the issue of such forms (and the Paying Agents, in the case of Notes will make them available to the relevant Noteholders during normal business hours).

10.2 Registrar

The Issuer shall provide to the Registrar and the Transfer Agent a supply of blank definitive Certificates and executed master Global Certificates sufficient to meet the Registrar's and Transfer Agent's anticipated requirements for Certificates upon the issue and transfer of Registered Euro/CMU Notes and for the purpose of issuing replacement Certificates.

10.3 Notes, etc held by Agents

Each Agent:

(a) acknowledges that all forms of Notes, Certificates, Receipts, Coupons and Talons delivered to and held by it pursuant to this agreement will be held by it as custodian only and it will not be entitled to and will not claim any lien or other security interest on those forms;

(b) will only use those forms in accordance with this agreement;

(c) will maintain in safe custody all forms of master Global Notes, Notes, Certificate, Coupons, Receipts and Talons delivered to and held by them, shall take such security measures as may reasonably be necessary to prevent their theft, loss or destruction and shall only complete and/or issue such forms for the purposes of the initial issue of Notes, the authentication of Notes, the exchange of Global Notes or the replacement of Notes in accordance with the Conditions, the Global Notes and/or this agreement; and

(d) will keep an inventory of all forms of Master Global Notes, Notes, Certificate, Receipts, Coupons and Talons held by them and make it available to the Issuer and the other Agents at all reasonable times.

11 Receipt and publication of notices and voting

11.1 Copy notices to Issuer

Promptly after the receipt by the Fiscal Agent of a demand or notice from any Noteholder in accordance with the Conditions the Fiscal Agent will forward a copy to the Issuer.

11.2 Publication of notices

On behalf of and at the request and expense of the Issuer, the Fiscal Agent will cause to be published all notices required to be given by the Issuer to the Noteholders in accordance with the Conditions.

11.3 Voting

Each Paying Agent will, at the request of any Noteholder, issue voting certificates and/or block voting instructions in a form and manner which complies with the provisions of schedule 5 ("Provisions for Meetings of Noteholders") (except that it will not be required to issue the same less than 48 hours before the time fixed for any meeting or adjourned meeting of the Noteholders) and will promptly give to the Issuer, by facsimile transmission, notice of any revocation of or amendment to any block voting instruction. Each Paying Agent will keep a full and complete record of all voting certificates and block voting instructions issued by it and will deliver to the Issuer at its registered office, not less than 24 hours before the time appointed for any meeting or adjourned meeting, full particulars of all voting certificates and block voting instructions issued by it in respect of such meeting or adjourned meeting. Forms for this purpose will be made available to the Fiscal Agent by the Issuer for distribution to the other Paying Agents.

12 Duties of the Registrar

12.1 The Register

The Registrar shall maintain a Register in such place as is specified in the relevant Pricing Supplement (but in any case outside the United Kingdom) and otherwise in accordance with the Conditions and the regulations referred to in clause 13.2. The Register shall show the amount of the Registered Euro/CMU Notes and the date of issue and all subsequent transfers and changes of ownership in respect thereof and the names and addresses of the holders of the Registered Euro/CMU Notes. The Registrar shall at all reasonable times during normal business hours make the Register available to the Issuer and the Fiscal Agent or any person authorised by any of them for inspection and for the taking of copies of or extracts from the Register and the Registrar shall deliver to such persons all such lists of holders of Registered Euro/CMU Notes, their addresses and holdings as they may request.

12.2 Transfer

The Registrar will receive requests for the transfer of Registered Euro/CMU Notes, effect the necessary entries and authenticate the issue of new Certificates, if applicable, in accordance with the regulations referred to in clause 13.2.

12.3 Payment

Provided that it has not received any notice from the Fiscal Agent under clause 6.3, the Registrar will effect repayment of Registered Euro/CMU Notes on their due date for repayment.

12.4 No charge for registration

The registration of the transfer of any Registered Euro/CMU Notes shall be undertaken by the Registrar without any charge to the Noteholder other than any insurance charges or any expenses of delivery by other than regular mail. Registration of the transfer of a Registered Euro/CMU Note by the Registrar is taken to be an acknowledgement of such transfer on behalf of the Issuer.

13 Information and regulations concerning Registered Euro/CMU Notes

13.1 Provision of information

The Registrar and the Transfer Agent will give to the Fiscal Agent such further information with regard to its activities under this agreement as may reasonably be required by the Fiscal Agent for the proper carrying out of its duties.

13.2 Regulations

The Issuer may, subject to the Conditions, from time to time with the approval of each Agent, promulgate regulations concerning the carrying out of exchanges and transfers of Registered Euro/CMU Notes and the forms and evidence to be provided. All such transfers and exchanges will be made subject to the regulations. The initial regulations are set out in schedule 9.

13.3 Forms of Transfer

The Registrar will keep a stock of forms of transfer for Registered Euro/CMU Notes in the form set out schedule 4 or in such other form agreed between the Registrar and the Issuer and will make such forms of transfer available on demand to holders of Registered Euro/CMU Notes.

13.4 Registration of transfer

The Registrar must register the transfer of the Registered Euro/CMU Notes.

14 Duties of the Transfer Agent

If and to the extent specified by the Conditions and in accordance with the Conditions and the terms of this agreement or if otherwise requested by the Issuer, each Transfer Agent will:

(a) receive requests for the transfer of Registered Euro/CMU Notes, inform the Registrar, forward the deposited Notes to the Registrar and assist in the issue of a new Registered Euro/CMU Note in accordance with the regulations referred to in clause 13.2 and in particular notify the Registrar of:

(i) the name and address of the holder of the Registered Euro/CMU Notes;

(ii) the serial number and nominal amount of the Registered Euro/CMU Notes;

(iii) (in the case of a transfer of part only) the nominal amount of the Registered Euro/CMU Notes to be transferred; and

(iv) the name and address of the transferee to be entered on the Register;

(b) provided it has not received any notice from the relevant Agent under clause 6.3, accept surrender and effect repayment of Registered Euro/CMU Notes on their due date for repayment;

(c) keep the Registrar informed of all transfers and exchanges; and

(d) carry out such other acts as may be necessary to give effect to the Conditions.

15 Duties of Calculation Agent

15.1 Appointment

The Fiscal Agent may be appointed as Calculation Agent by agreement with the Issuer to make all such determinations and calculations (howsoever described) in respect of each Series of Notes as it is required to do under the Conditions, all subject to and in accordance with the Conditions. The Fiscal Agent shall be treated as having agreed to act as Calculation Agent in respect of a Series of Notes in this manner if it shall have received the applicable Pricing Supplement naming it as Calculation Agent no later than 3 Business Days before the Issue Date or, if earlier, the first date on which it is required to make any calculation or determination and shall have notified the Issuer that it does not wish to be so appointed within 1 Business Day of such receipt.

15.2 Duties

As soon as practicable after the relevant time on each Interest Determination Date or such time on such date as the Conditions may require to be calculated any rate or amount, any quotation to be obtained or any determination or calculation to be made by the Calculation Agent, the Calculation Agent will:

(a) determine such rate and calculate the Interest Amounts in respect of each denomination of the Notes for the relevant Interest Accrual Period, Interest Period or Interest Payment Date;

(b) calculate the Redemption Amount or Instalment Amount;

(c) obtain such quotation and/or make such determination or calculation, as the case may be;

(d) cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period, Interest Period or Interest Payment Date and, if required to be calculated, any Redemption Amount or Instalment Amount to be notified to any other Calculation Agent appointed in respect of the Notes which is to make a further calculation upon receipt of such information, the Fiscal Agent, the Issuer, each of the Paying Agents, the relevant Noteholders and, if the relevant Notes are to be listed on a Stock Exchange and the applicable Listing Rules so require, such exchange as soon as possible after their determination but in no event later than:

(i) the commencement of the relevant Interest Period, if determined before such time, in the case of notification to such exchange of a Rate of interest and Interest Amount; or

(ii) in all other cases, the fourth Business Day after such determination.

In performing its duties under this clause 12.2, the Calculation Agent shall obtain relevant quotations from appropriate banks or reference agents and/or obtain information from such other sources as are specified in the Conditions or, failing which, as the Calculation Agent shall deem appropriate.

15.3 Quotations

The Calculation Agent will not be responsible to the Issuer or to any third party (except in the event of fraud, negligence, omission, default or misconduct of the Calculation Agent, as the case may be) as a result of the Calculation Agent having acted on any quotation given by any reference bank which subsequently may be found to be incorrect.

15.4 Calculations

The Fiscal Agent will use its best endeavours to cause each Rate of Interest, Interest Amount, Interest Accrual Period, Interest Payment Date, Redemption Amount, Instalment Amount and all other amounts, rates and dates which it is obliged to determine or calculate under the Conditions to be published as required in accordance with the Conditions as soon as possible after their determination or calculation.

15.5 Obligations conditional

If the Calculation Agent at any time has not been provided with the requisite information to make any determination or calculation or take any action that it is required to pursuant to this clause 12, it shall be released from its obligations to make such calculation. The Calculation Agent must notify the Issuer as soon as practicable on any Interest Determination Date if it lacks sufficient information to make a calculation. The Calculation Agent shall be obliged only to perform the duties expressed to be performed by it in this agreement and in the Conditions in respect of each Series of Notes in respect of which it is appointed as Calculation Agent. If the Calculation Agent at any material time does not make any determination or calculation or take any action that it is required to do pursuant to the Conditions and the relevant Pricing Supplement, it shall immediately notify the Issuer.

15.6 Calculation Agency Agreement

Determinations with regard to Notes (including, without limitation, Indexed Notes) shall be made by the Calculation Agent specified in the applicable Pricing Supplement in the manner specified in the applicable Pricing Supplement. Unless otherwise agreed between the Issuer and the Relevant Dealer or unless the Fiscal Agent is the Calculation Agent (in which case the provisions of this agreement will apply), such determinations will be made on the basis of a Calculation Agency Agreement substantially in the form of schedule 7 ("Form of Calculation Agency Agreement").

16 Relationship

16.1 No other obligation

Each of the Agents undertakes to the Issuer to perform its obligations and duties, and will be obliged to perform those duties and only those duties, contained in this agreement, in the Conditions and in the Procedures Memorandum specifically set forth and any other duties and obligations as are reasonably incidental to the duties and obligations set out in this agreement, the Conditions or the Procedures Memorandum, and no implied duties or obligations shall be

read into this agreement or the Notes against any of the Agents except as required by law.

16.2 Instructions

Subject to the other terms of this agreement and the Conditions, each Agent must act in accordance with the instructions (if any) of the Issuer and/or any of its other agents and/or the Fiscal Agent in exercising its rights, powers and discretions under this agreement.

16.3 No instructions

Subject to the terms of this agreement, where instructions of the Issuer are expressly required for the Agent to take action under this agreement, in the absence of instructions from the Issuer, no Agent is required to take any action but may exercise its rights, powers and discretions as it sees fit provided it does so in good faith. Except where this agreement otherwise expressly provides, no Agent need consult with the Issuer before exercising a right, power or discretion under this agreement.

16.4 Agent of the Issuer

In acting under this agreement and in connection with the Notes, the Agents will act solely as agents of the Issuer and will not assume any obligations towards or relationship of agency or trust for any holders of Notes. No Agent shall be under any liability for interest on any moneys at any time received by it pursuant to any of the provisions of this agreement or of the Notes.

16.5 Agent may rely

Each Agent may rely on any communication, certification, document or instrument believed by it to be genuine and correct and to have been signed or sent by an Authorised Officer.

16.6 Agent may employ

Each Agent may employ agents. Each of the Agents may consult on any legal matter any legal adviser and on any other matter any other professional adviser selected by it in connection with this Program and its role as Agent, who may be an employee of or legal adviser to the Issuer, and it will be protected and will incur no liability for action taken, or suffered to be taken, with respect to that matter in good faith and in accordance with the opinion of that legal adviser or that professional adviser.

16.7 Applicable laws

It is the responsibility of the Issuer and not of any Agent for ensuring, that the issue of, and observance of obligations under, a Note complies with all applicable laws and regulations and that all authorisations necessary for the issue of, and observance of obligations under a Note are obtained and maintained in full force and effect.

16.8 Accept deposits etc

Without any liability to account to a Noteholder, Receiptholder, Couponholder or Talonholder or any other person each Agent may accept deposits from, lend money to, assume liabilities in relation to and generally engage in any kind of banking, trust or other business with, the Issuer as if it were not an Agent and may accept fees and other consideration from the Issuer for services in connection with this agreement or any other arrangement without having to

account for them to a Noteholder, Receiptholder, Couponholder or Talonholder or another person.

16.9 Act as depositary

Each Agent may act as depositary, trustee or agent for any committee or body of the Noteholders or other obligees of the Issuer, as freely as if it were not an Agent under this agreement and without being liable to account to the Issuer for any profit arising from that action, provided that no conflict of interest arises in so acting.

16.10 Dealing with money

Each Agent is entitled to deal with money paid to it under this agreement in the same manner as other money paid to it as banker by its customers except that:

(a) it is not entitled to exercise any lien, right of set-off or similar claim in respect of it; and

(b) it will not be liable to any person to account for interest on any sums held by it under this agreement.

16.11 Entitlement to treat holder as owner

Subject as provided in the next sentence, a Noteholder, Receiptholder, Couponholder or Talonholder will (save as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it, any writing on it or its theft or loss) and no person will be liable for so treating the holder (and the expressions "**Noteholder**", "**holder of Notes**" and related expressions will be construed accordingly). Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of the relevant Clearing System.

16.12 Note or document believed to be genuine

Each of the Agents shall be protected and will incur no liability for or in respect of any action taken or omitted or thing suffered by it in reliance upon any Note or other document or any instruction, request or order reasonably believed by it to be genuine and to have been delivered, sent or signed by an Authorised Officer.

16.13 Agents as holders of Notes

Neither any Agent nor any other person whether acting for itself or in any other capacity will be precluded from becoming the owner of, or acquiring any interest in, holding or disposing of any Note or any shares or securities of the Issuer, with the same rights as it would have had if such Agent were not acting as Agent or from entering into or being interested in any contracts or transactions with the Issuer, or from acting on, or as depositary, trustee or agent for, any committee or body of holders of any securities of the Issuer, and will not be liable to account for any profit.

16.14 Communication between the Parties

A copy of all communications relating to the subject matter of this agreement between the Issuer and the Noteholders, Receiptholder, Couponholders or Talonholders and any of the Paying Agents (other than the Fiscal Agent) shall be sent to the Fiscal Agent by the relevant Paying Agent.

16.15 Termination

An Agent may resign its appointment under this agreement and the Issuer may terminate the appointment of an Agent under this agreement at any time by giving not less than 10 Business Days' written notice to that effect to the Issuer or the Agent respectively (which notice may expire on different dates with respect to different Series but shall not, in respect of any Series, expire less than 15 days before or after any due date for payment of the Notes comprising such Series and in respect of the Fiscal Agent provided that no such resignation or termination of the appointment of the Fiscal Agent shall take effect:

(a) until a successor has been appointed; and

(b) if as a result of such resignation or termination there would cease to be Agents as required in the Conditions.

If the Issuer does not appoint a successor Fiscal Agent by the day falling ten days before the expiration of such ten Business Days, the Fiscal Agent may appoint as a successor Fiscal Agent a reputable financial institution of good standing which the Issuer approves (such approval not to be unreasonably withheld) or it may petition a court of competent jurisdiction to do so.

16.16 Publication

Immediately following the receipt of any notice of resignation of any Agent and forthwith on giving notice terminating any Agent's appointment hereunder, the Issuer will publish or cause to be published notice thereof to the Noteholders in accordance with clause 16 ("Notices"). On the date on which any termination or resignation takes effect, the relevant Agent will deliver to the Issuer, or as the Issuer may direct, all records maintained by it, and any Notes, Receipts, Coupons or Talons in its possession, pursuant to this agreement. If the appointment of any Paying Agent is terminated or any Paying Agent resigns, it will in addition pay to or to the order of the Issuer any amount held by it, and received from the Issuer for payment in respect of the Notes. Upon its resignation or termination of appointment taking effect, the relevant Agent will be entitled to the payment by the Issuer of its commissions, fees and expenses then unpaid and will continue to be entitled to the benefit of clause 14.2 ("Indemnity by Issuer") in respect of the period of its appointment.

16.17 Termination of appointment

The appointment of any Agent will terminate forthwith if:

(a) that Agent becomes incapable of acting;

(b) is adjudged bankrupt or insolvent, or files a voluntary petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver, administrator or other similar official of all or any substantial part of its property;

(c) admits in writing its inability to pay or meet its debts as they mature or suspends payment of them;

(d) if a resolution is passed or an order made for the winding up or dissolution of that Agent;

(e) a receiver, administrator or other similar official of that Agent or all or any substantial part of its property is appointed;

(f) any order of any court is entered approving any petition filed by or against it under the provisions of any applicable bankruptcy or insolvency law;

(g) any public officer takes charge or control of that Agent or its property or affairs for the purpose of rehabilitation, conservation or liquidation.

If the appointment by an Agent is terminated in accordance with this clause 13.17, the Issuer must forthwith appoint a successor Agent which is a reputable financial institution of good standing.

16.18 New Agents

Upon its appointment becoming effective, a successor Agent will, without further act, deed or conveyance, become vested with all the authority, rights, powers, trusts, immunities, duties and obligations of its predecessor or, as the case may be, a Paying Agent with like effect as if originally named as an Agent under this agreement.

16.19 Merger

Any corporation into which any Agent or its agency business may be merged, sold or converted or any corporation with which such Agent may be consolidated or any corporation resulting from any merger, conversion or consolidation to which such Agent shall be a party shall, to the extent permitted by applicable law, be the successor Agent under this agreement without any further formality. Notice of any such merger, conversion or consolidation must promptly be given to the Issuer and the other Agents.

16.20 Change of specified office

If any Agent changes its specified office, it will give to the Issuer and each other Agent written notice of the address of the new specified office stating the date on which such change is to take effect, which date will be not less than 30 days after the date of that notice, provided that an Agent will not change its specified office to another city without the prior consent of the Issuer. The Issuer will within 15 days of receipt of that notice (unless the appointment of the Fiscal Agent or the relevant Paying Agent is to terminate pursuant to any of the foregoing clauses on or prior to the date of such change) publish or cause to be published notice of that change to the Noteholders in accordance with the Conditions.

17 Stamp duties and indemnities

17.1 Stamp duties

The Issuer agrees to pay any and all stamp and other documentary taxes or duties which may be payable in the Commonwealth of Australia by the Paying Agents in connection with the execution, delivery, performance and enforcement of this agreement.

17.2 Indemnity by Issuer

The Issuer agrees to indemnify each Agent against any loss, liability, cost, claim, action, demand or expense (including, but not limited to, all reasonable costs, charges and expenses paid or incurred in disputing or defending any of the foregoing) that it may incur or that may be made against it arising out of or in relation to or in connection with its appointment or the exercise of its functions as Agent under this agreement, except as may result from a breach by it of this

agreement or its own fraud, negligence, omission, misconduct or default or that of its officers, employees or agents.

17.3 Indemnity by Agents

Each Agent agrees to indemnify the Issuer against any loss, liability, cost, claim, action, demand or expense (including, but not limited to, all reasonable costs, charges and expenses paid or incurred in disputing or defending any of the foregoing) that the Issuer may incur or that may be made against it as a result of that Agent's breach of this agreement or that Agent's fraud, negligence, omission, misconduct or default or that of its officers, employees or agents.

17.4 Indirect or consequential loss

Notwithstanding clause 14.3 ("Indemnity by Agents"), no Agent shall be liable to the Issuer for any indirect or consequential loss.

18 Commissions and Expenses

18.1 Fiscal Agent

The Issuer agrees to pay to the Fiscal Agent fees and commissions as the Issuer and the Fiscal Agent will separately agree in respect of the services of the Fiscal Agent and the other Paying Agents under this agreement together with any reasonable expenses (including legal, printing, postage, fax, and advertising expenses which have been previously agreed with the Issuer) incurred by the Fiscal Agent and the other Paying Agents in connection with this agreement except to the extent that those fees, commissions and expenses are payable to a Paying Agent in respect of the issue of any Notes or a transaction under this agreement in which the Fiscal Agent is not appointed as a Paying Agent.

18.2 Other Agents

The Fiscal Agent will make payment of the fees and commissions due hereunder to the other Agents and will reimburse their expenses promptly after the receipt of the relevant moneys from the Issuer. The Fiscal Agent will keep up to date records of such payments. The Issuer will not be responsible for any payment or reimbursement by the Fiscal Agent to the other Agents.

19 The CMU

19.1 Lodgment with CMU

The CMU Lodging Agent will lodge any CMU Notes with a sub-custodian for the CMU on behalf of the Issuer in accordance with the provisions of the Procedures Memorandum and the CMU Rules, acting as lodging agent (as such term is defined in the CMU Rules) on behalf of the Issuer, and will be nominated as paying agent to receive notification from the CMU in respect of interests in such Notes credited to accountholders with the CMU prior to the interest payment dates and the maturity date of such Notes.

19.2 CMU Rules to apply

It is understood that, once any Note is lodged with the CMU, the terms of the CMU Rules will apply to the Note and to all transactions and operations effected through the CMU in relation to the Note including transactions relating to the lodgement, withdrawal or redemption of the Note and in particular (but without limiting the generality of the foregoing):

(a) that the HKMA and its servants and agents are, with the limited exceptions expressly provided in the CMU Membership Agreement, exempt from liability caused directly or indirectly by the operation of the CMU and the HKMA is entitled without liability to act without further enquiry on instructions or information or purported instructions or information received through the CMU or otherwise in accordance with the CMU Rules; and

(b) that the HKMA is under no liability to any person (whether or not a member of the CMU) as a result of any actual or alleged defect or irregularity with respect to the Global Note lodged with or held in the CMU, any signature or purported signature appearing on that Global Note, any disposition or purported disposition of that Global Note or any inconsistency of that Global with the details specified in respect of that Global Note in the CMU.

19.3 Issuer's authorisation

The Issuer authorises the CMU Lodging Agent on its behalf to do all such acts and things and execute all such documents as may be required to enable the CMU Lodging Agent to observe and perform its obligations under the CMU Rules and to enter into any arrangement which it considers proper in connection with payments under and the redemption of any Note lodged with the CMU, including (but without limiting the generality of the foregoing):

(a) authenticating such Note; and

(e) making payments in respect of the Note in the manner prescribed by the CMU Rules,

provided that the CMU Lodging Agent shall obtain, to the extent practicable, the Issuer's written approval before it takes such actions.

19.4 No Presentment

It is acknowledged that, under the terms of the CMU Rules, no further or other demand or presentment for payment of a Global Note lodged with the CMU shall be required other than the credit of interests in that Global Note to the relevant CMU account of a CMU Member (whether acting on its own behalf or as fiscal agent) in accordance with the CMU Rules and, so long as that Global Note is held by the CMU, the Issuer waives the requirements for any further or other demand or presentment for payment.

19.5 Payments by CMU Lodging Agent

It is agreed that the obligations of the CMU Lodging Agent to make payments upon presentation to it of any Note or Coupon shall be suspended for so long as any Note is held by the CMU and that while any Note is held by the CMU the CMU Lodging Agent shall make payments to the person confirmed to it by the CMU in a CMU Instrument Position Report or otherwise prior to any relevant payment date as being credited with an interest in the in accordance with the terms of the CMU Rules. Upon withdrawal of a CMU Note from the CMU, the CMU Lodging Agent shall arrange to make such endorsements to the CMU Note as would have been made if it had not been lodged with the CMU or otherwise so as to confirm that all payments on the Note have been made up to the date of withdrawal from the CMU.

19.6 Confirmation of CMU membership

The CMU Lodging Agent confirms that it is a member of CMU pursuant to an agreement dated 11 January 1994 ("**CMU Membership Agreement**") between

the CMU Lodging Agent and the CMU, and is aware of and bound by the terms of the CMU Rules.

19.7 Benefit

The confirmations and acknowledgements in this clause are given for the benefit of the Issuer, if applicable, the CMU Lodging Agent and the CMU and its servants and agents.

20 Notices

20.1 Form

A notice, approval, consent or other communication in connection with this agreement:

(a) may be given by an Authorised Officer of the relevant party;

(b) will be by facsimile, or by email, or in writing delivered by hand or post, or by telephone (to be promptly confirmed by facsimile), or other means of communication acceptable to the parties. Each communication will be made to the relevant person at the facsimile number, email address, address or telephone number, in the case of a communication by facsimile, or in writing, marked for the attention of, and in the case of a communication by telephone or email made to, the person from time to time designated by that party to the others for the purpose; and

(c) will be deemed received:

(i) if by facsimile, when a transmission report shows that the facsimile has been sent;

(ii) if by email, when the sender receives an automated message confirming delivery or 4 hours after the time sent (as recorded on the device from which the sender sent that email) unless the sender receives an automated message that the email has not been delivered;

(iii) if by telephone, when made; and

(iv) if in writing, when delivered,

in each case in the manner required by this paragraph. Each communication from the Issuer may only be revoked with the agreement of the relevant Agent.

20.2 Time notice takes effect

Unless a later time is specified in it a notice, approval, consent or other communication takes effect from the time it is received except that, if it is received after 5.00 pm in the place of receipt or on a non-working day in that place, it is taken to be received at 9.00 am on the next succeeding working day in that place.

20.3 Authorised Officers

The Issuer will provide to the Agents, a certified copy of the list of persons authorised to execute documents and take action on its behalf in connection with this agreement and will notify the Agents promptly in writing if any of those

persons ceases to be so authorised or if any additional person becomes so authorised together, in the case of an additional authorised officer, with evidence satisfactory to the Agents that such person has been so authorised.

20.4 Initial details

The initial address and facsimile numbers of the Issuer and the Fiscal Agent are set out in the Details.

20.5 Notices to Noteholders

On behalf (and at the request and expense) of the Issuer the Fiscal Agent will promptly cause to be published in accordance with the Conditions, any notices required to be given by the Issuer and so instructed by the Issuer to be given in accordance with the Conditions and will at or before the time of that publication send a copy to the other Agents.

20.6 Copies of notices

Any notice to the Noteholders published or mailed to Noteholders by the Issuer which is not published through the Fiscal Agent will be copied to the Fiscal Agent prior to or contemporaneously with its publication or mailing (as applicable).

21 Amendment

This agreement may be amended by the Issuer and the Agents without the consent of any Noteholders if the amendment is made to correct a manifest error or is of a formal, technical or administrative nature or is not materially prejudicial to the interests of the Noteholders.

22 Miscellaneous

22.1 Exercise of rights

Each party to this agreement may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further or other exercise of that or an exercise of any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

22.2 Rights cumulative

The rights, powers and remedies provided in this agreement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this agreement.

22.3 Rights of indemnified parties

It is not necessary for the indemnified party to incur expense or make payment before enforcing a right of indemnity conferred by this agreement.

23 Governing law and submission to jurisdiction

23.1 Governing law

This agreement and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

23.2 Submission to jurisdiction

In relation to any legal action or proceedings arising out of or in connection with this agreement (including in relation to any non-contractual obligations arising out of or in connection with this agreement) ("**Proceedings**") the Issuer irrevocably submits to the jurisdiction of the courts of England and waives any objection to Proceedings in such courts whether on the grounds that the Proceedings have been brought in an inconvenient forum or otherwise. This submission is made for the benefit of each of the Agents and shall not affect the right of any of them to take Proceedings in any court of competent jurisdiction nor shall the taking of Proceedings in any court of competent jurisdiction preclude any of them from taking Proceedings in any other court of competent jurisdiction (whether concurrently or not).

23.3 Process agent

The Issuer agrees that the process by which any Proceedings in England are begun may be served on it by being delivered to Telstra Europe Limited at Telstra House, 21 Tabernacle Street, London EC2A 4DE 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 behalf, the Issuer agrees, on the written demand of any Noteholder addressed to the Issuer and delivered to the Issuer or to the office of the Fiscal Agent specified in the Offering Circular, 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 office of the Fiscal Agent specified in the Offering Circular. Nothing in this paragraph affects the right of any Noteholder to serve process in any other manner permitted by law.

24 Counterparts

This agreement may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

25 Interpretation

25.1 Definitions

Capitalised terms not defined below have the meaning given to those terms in the Conditions when used in this agreement. The following words have these meanings in this agreement unless the contrary intention appears:

Accounts means "accounts" and "consolidated accounts" in each case as defined in the Corporations Act.

Additional Financial Centre(s) means each city specified as such in the relevant Pricing Supplement.

Agency Agreement means:

(a) this agreement; and

(b) such other agency agreement as the Issuer may enter into in relation to an issue of Notes under the Program,

in each case, as the same may be amended or supplemented from time to time.

Agent means, as the context requires, the Fiscal Agent, the Paying Agents, the CMU Lodging Agent, the Registrar, the Transfer Agent, the Replacement Agent, the Calculation Agent or any of them and includes any additional agent appointed under an Agency Agreement from time to time.

Agent Accession Letter means the agent accession letter in or substantially in the form set out in schedule 8 ("Form of Agent Accession Letter") or such other form as the Issuer and the relevant Agent may agree.

Australian Dollars or **A$** means the lawful currency of the Commonwealth of Australia.

Authorised Officer of:

(a) a party to any Program Document (other than the Issuer) means:

(i) any director or secretary of that party; or

(ii) any other person authorised by that party to sign any document and take action on its behalf for the purposes of that Program Document and notified in writing as such to the other parties to such Program Document; and

(b) the Issuer means the Chief Executive Officer, the Group Managing Director (Finance and Administration), the Director of Finance, the Corporate Treasurer, the Manager Treasury Administration, the Deputy Treasurer or a person notified to the Fiscal Agent as being an authorised officer in accordance with clause 16.3 ("Authorised Officers").

Business Day means:

(a) in relation to any sum payable in euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Financial Centre;

(b) in relation to any sum payable in Australian dollars, a day which banks are open for general banking business in Sydney and Melbourne and in each Additional Financial Centre (if any) (not being a Saturday, Sunday or public holiday in that place);

(c) in relation to any sum payable in New Zealand dollars, a day which banks are open for general banking business in Wellington and Auckland and in each Additional Financial Centre (if any) (not being a Saturday, Sunday or public holiday in that place);

(d) in relation to any sum payable in Renminbi, a day (other than a Saturday, a Sunday or a public holiday) on which (i) in the case of Notes lodged with the CMU, the CMU is operating, and (ii) commercial banks and foreign exchange markets in Hong Kong are generally open for business and settlement of Renminbi payments in Hong Kong; and

(e) in relation to any sum payable in any other currency, a day on which commercial banks and foreign exchange markets settle payments and are open for general business in the Principal Financial Centre of the relevant currency and in each Additional Financial Centres (if any).

Calculation Agent means the Fiscal Agent, the CMU Lodging Agent or any other person appointed as calculation agent by the Issuer in accordance with the Program Documents.

Certificate means a registered certificate representing one or more Registered Euro/CMU Notes of the same Series (including, and if the context so admits, the Global Certificate) and, save as provided in the Conditions, comprising the entire holding by a Noteholder of their Registered Euro/CMU Notes of that Series and, save in the case of Global Certificates, being substantially in the form set out in Schedule 4 ("Form of definitive Certificate").

Clearing System means Euroclear, Clearstream, Luxembourg, the CMU and any other clearing system designated as such in the relevant Pricing Supplement.

Clearstream, Luxembourg means Clearstream Banking, société anonyme.

CMU means the Central Moneymarkets Unit Service as operated by the HKMA.

CMU Instrument Position Report shall have the meaning specified in the CMU Rules.

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 Notes means Notes lodged with the CMU.

CMU Rules means all requirements of the CMU for the time being applicable to a CMU Member and includes (a) 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, (b) 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 (c) 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.

Code means the U.S. Internal Revenue Code of 1986.

Common Depositary means, in relation to a Series of Notes, the common depositary for one or more of the Clearing Systems specified in the relevant Pricing Supplement.

Conditions means in relation to the Notes of any Series, the terms and conditions set out in the Offering Circular which:

(a) with respect to Notes other than Registered Euro/CMU Notes, are endorsed on or incorporated by reference in the Notes, as amended, completed or supplemented by the relevant Pricing Supplement;

(b) with respect to Registered Euro/CMU Notes, apply to those Notes pursuant to the relevant Deed of Covenant, as amended, completed or supplemented by the relevant Pricing Supplement; and

(c) with respect to any Notes represented by a Global Note, apply to those Notes pursuant to the provisions of such Global Note or the relevant Deed of Covenant (if any) applicable to the Notes of the relevant Series.

Corporations Act means the Corporations Act 2001 of Australia in force in the Commonwealth of Australia.

Coupon means a bearer interest coupon appertaining to a Definitive Note (other than a Zero Coupon Note) such Coupon being in or substantially in the form set out in schedule 3 ("Form of Definitive Note") or in such other form as may be agreed between the Issuer, the Fiscal Agent and the relevant Dealer, and, unless the context otherwise requires, includes a Talon appertaining to the Coupon and any replacement Coupons and Talons issued pursuant to Condition 26 ("Replacement of lost or damaged Notes and Coupons").

Couponholders in respect of a Series, means the holders of the Coupons and includes, where applicable, the Talonholders. References to "**relevant Couponholders**" are references to the holder or holders of one or more Coupons relating to Notes of the Series.

Dealer means the institutions set out in schedule 1 ("Dealers") to the Dealer Agreement and any New Dealer and excludes any entity whose appointment has been terminated pursuant to clause 13.4 ("Termination") of the Dealer Agreement. References to the "**relevant Dealer**", in relation to any Note, are references to the Dealer or Dealers with whom the Issuer has agreed the issue and purchase of such Note.

Dealer Agreement means the dealer agreement dated 31 October 2001, as amended and restated on 15 October 2002, supplemented on 14 November 2003 and 24 September 2004 and amended on 23 September 2005, 12 October 2006, 29 August 2007, 3 September 2008, 23 September 2009, 9 September 2010, 24 October 2011, 5 October 2012, 7 October 2013 and on or about 12 March 2015, between the Issuer and J.P. Morgan Securities plc (as Arranger) as the same may be amended, supplemented or replaced from time to time.

Deed of Covenant means any deed of covenant so entitled executed by the Issuer in connection with the Program.

Definitive Note means a Note issued or to be issued by the Issuer or, unless the context requires otherwise, a Certificate (other than a Global Certificate) in or substantially in the form set out in schedule 3 ("Form of Definitive Note") or schedule 4 ("Form of definitive Certificate") or in such other form as may be agreed between the Issuer, the Fiscal Agent and the relevant Dealer and having, where appropriate, Coupons, a Talon and/or Receipt(s) attached on issue in definitive form and, unless the context requires otherwise, includes any replacement of such Note issued pursuant to the Conditions.

Directive includes any present or future directive, regulation, request, requirement, rule or credit restraint program of any relevant agency, authority, central bank, department, government, legislature, minister, ministry, official, public or statutory corporation, self-regulating organisation or Stock Exchange.

Euroclear means Euroclear Bank S.A./N.V.

Exchange Date in respect of any Global Note, has the meaning given in that Note.

Extraordinary Resolution in respect of the holders of a Series of Notes, has the meaning given in paragraph 1.1 ("Definition and Interpretation") of schedule 5 ("Provisions for Meetings of Noteholders").

FATCA Withholding means any withholding or deduction imposed or required under the Foreign Account Taxation Compliance Act (including any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code).

Fiscal Agent in relation to all or any Series of Notes, means the person appointed to act as issuing and principal paying agent under the Agency Agreement and/or such other issuing and paying agent in relation to a Series as may from time to time be appointed by the Issuer.

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 may be agreed between the Issuer and the Relevant Dealer (as indicated in the applicable Pricing Supplement).

Floating Rate Note means a Note on which interest is calculated at a floating rate payable monthly or 2, 3, 6, or 12 monthly or in respect of such other period or on such date(s) as may be agreed between the Issuer and the Relevant Dealer (as indicated in the applicable Pricing Supplement).

Global Certificate means a note substantially in the form set out in schedule 5 ("Form of Global Certificate") representing Registered Euro/CMU Notes of one or more Tranches of the same Series that are registered in the name of a nominee for Euroclear, Clearstream, Luxembourg and/or any other clearing system or in such other form as may be agreed between the Issuer, the Registrar and the relevant Dealer(s).

Global Note means:

(a) a Temporary Global Note and/or, as the context may require, a Permanent Global Note; or

(b) a Global Certificate.

HKMA means the Monetary Authority appointed pursuant to Section 5A of the Exchange Fund Ordinance (Cap. 66 of the laws of Hong Kong) or its successors.

Indexed Interest Note means a Note in respect of which the amount payable in respect of interest is calculated by reference to an index and/or a formula as the Issuer and the Relevant Dealer may agree (as indicated in the applicable Pricing Supplement).

Indexed Note means an Indexed Interest Note and/or an Indexed Redemption Amount Note, as applicable.

Indexed Redemption Amount Note means a Note in respect of which the amount payable in respect of principal is calculated by reference to an index and/or a formula as the Issuer and the Relevant Dealer may agree (as indicated in the applicable Pricing Supplement).

Instalment Amount means the amount so described in the relevant Pricing Supplement.

Issue Date means, in relation to a Tranche, the date on which the Notes of that Tranche have been issued or, if not yet issued, the date agreed for their issue between the Issuer and the Relevant Dealer.

Issue Price in respect of a Note means the price at which such Note is issued as agreed between the Issuer and the Relevant Dealer.

Lead Manager means, in relation to any Tranche of Notes, the Dealer identified as the Lead Manager in any applicable Subscription Agreement or when only one Dealer signs such Subscription Agreement, such Dealer.

Local Time means the time in the city where the specified office of the Fiscal Agent is located.

Listing Authority means the SGX-ST or any other person or authority responsible for admission of Notes to listing.

Listing Rules means, in respect of any Notes listed on a Stock Exchange or with a Listing Authority, the listing rules made by the relevant Stock Exchange or Listing Authority (as applicable).

Maturity Date in respect of a Note, means the date specified on the face of the Note or in the relevant Pricing Supplement as the maturity date of the Note.

Meetings Provisions means the provisions relating to meetings of Noteholders set out in schedule 5 ("Provisions for Meetings of Noteholders").

New Dealer means any entity appointed as an additional Dealer in accordance with clause 13.2 ("Appointment of additional Dealers") of the Dealer Agreement.

Note in relation to a Series, means any negotiable bearer or registered note issued, or to be issued pursuant to this agreement which:

(a) contains the terms and conditions specified in the relevant Pricing Supplement; and

(b) is issued by the Issuer; and

(c) is represented by either:

(i) a Temporary Global Note; or

(ii) a Permanent Global Note; or

(iii) one or more Registered Euro/CMU Note(s); or

(iv) one or more Definitive Note(s).

and includes any replacement Note issued pursuant to Condition 26 ("Replacement of lost or damaged Notes and Coupons") (if applicable) and, unless the context otherwise requires, includes the Coupons, a Talon and/or Receipt(s) relating to the Notes.

Noteholder in respect of a Note, means:

(a) the bearer for the time being of an outstanding Note, Coupon, Talon and/or Receipt(s); or

(b) the person in whose name an outstanding Registered Euro/CMU Note is registered; or

(c) for avoidance of doubt where a Global Note is entered into a Clearing System, the operator of that Clearing System or a Common Depositary, as the case may be.

Offering Circular means in relation to the Program and any Notes issued under it, the offering circular or prospectus (as applicable) prepared in connection with the Program as revised, supplemented, amended or updated from time to time

by the Issuer in accordance with this agreement (and including, in relation to each Tranche of Notes, the Pricing Supplement as the case may be, relating to such Tranche) and such other documents as are from time to time incorporated in it by reference.

Outstanding means all the Notes issued other than:

(a) those which have been redeemed in accordance with the Conditions;

(b) those in respect of which the date for redemption (whether in respect of the whole principal amount or the final instalment (when redeemable in instalments)) in accordance with the Conditions has occurred and the redemption moneys (including all interest accrued on such Notes to the date for such redemption and any interest payable under the Conditions after such date) have been duly paid to the Fiscal Agent and remain available for payment against presentation and surrender of Notes, Receipts and/or Coupons, as the case may be;

(c) those which have become void or in respect of which claims have become prescribed under the Conditions;

(d) those which have been purchased and cancelled as provided in the Conditions;

(e) those mutilated or defaced Notes which have been surrendered in exchange for replacement Notes pursuant to the Conditions;

(f) (for the purpose only of determining how many Notes are outstanding and without prejudice to their status for any other purpose) those Notes alleged to have been lost, stolen or destroyed and in respect of which replacement Notes have been issued pursuant to the Conditions;

(g) each Temporary Global Note to the extent that it has been exchanged for interests in a Permanent Global Note or for one or more Definitive Notes and each Permanent Global Note or Global Certificate to the extent that it has been exchanged for one or more Definitive Notes pursuant to their respective provisions,

provided that for the purposes of:

(i) ascertaining the right to attend and vote at any meeting of the Noteholders; and

(ii) the determination of how many Notes are outstanding for the purposes of the definition of Outstanding Amount below and schedule 5 ("Provisions for Meetings of Noteholders"),

those Notes which are beneficially held by, or are held on behalf of, the Issuer or any of its respective Subsidiaries and not cancelled shall be deemed not to remain outstanding.

Outstanding Amount in respect of the outstanding Notes at a particular time means the aggregate of the outstanding principal amount of those Notes and interest (if any) then accrued in respect of those Notes.

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 Agents means each paying agent appointed under the Agency Agreement, or any of them.

Payment Time has the meaning given to it in clause 6.1 (“Payments of amounts due”).

Permanent Global Note means a Global Note in permanent global form representing Notes of one or more Tranches of the same Series, in or substantially in the form set out in schedule 2 (“Form of Permanent Global Note”) or in such other form as may be agreed between the Issuer, the Fiscal Agent and the Relevant Dealer.

Pricing Supplement in respect of a Tranche means the pricing supplement issued in respect of the Tranche specifying the relevant issue details in relation thereto, substantially in the form set out in the Offering Circular or any other form agreed between the Issuer, the Fiscal Agent and the Relevant Dealer.

Principal Financial Centre means, in relation to any currency, the principal financial centre for that currency and 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.

Procedures Memorandum means the administrative procedures relating to the settlement of issues of Notes as shall be agreed upon from time to time by the Issuer and the Relevant Dealer and which are described in clause 2.2 (“Procedures Memorandum”) of the Dealer Agreement.

Program means the program for the issuance of Notes established under the Program Documents.

Program Documents means:

(a) the Offering Circular;

(b) the Agency Agreement;

(c) the Dealer Agreement;

(d) each Deed of Covenant,

and any other agreement, deed or document which the Issuer acknowledges from time to time to be a Program Document and any other instrument connected with any of them.

Receipt means a payment receipt appertaining to the payment of principal on a Note in or substantially in the form set out in schedule 3 (“Form of Definitive Note”), or in such other form as may be agreed between the Issuer, the Fiscal Agent and the relevant Dealer

Receiptholder in respect of a Series, means the holders of the Receipts and references to “**relevant Receiptholders**” are references to the holder or holders of Receipts of one or more Receipts relating to Notes of the Series.

Redemption Amount in relation to a Note means the Final Redemption Amount, the Early Redemption Amount or the Optional Redemption Amount (each as specified in the relevant Pricing Supplement) as the context so requires.

Redemption Notice means a notice in the form set out in schedule 6 (“Form of Redemption Notice”).

Register in relation to a Series of Registered Euro/CMU Notes, means the register maintained by the Registrar in relation to such Registered Euro/CMU Notes.

Registered Euro/CMU Note means a Note specified as such in the Pricing Supplement and in respect of which the Issuer's obligation is recorded in a register maintained by the Registrar in relation to that Note.

Registrar means in relation to Registered Euro/CMU Notes, such person appointed by the Issuer pursuant to this agreement to maintain the Register and perform such payment and other duties specified in this agreement.

Relevant Dealer means:

(a) in the case of any issue of Notes pursuant to a Syndicated Issue, the Lead Manager of that issue acting on behalf of the Dealers to that issue; and

(b) in the case of any other issue of Notes, the Dealer to that issue.

Replacement Agent has the meaning given in clause 9.1 ("Replacement").

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) and a Series may comprise Notes in more than one denomination.

SGX-ST means Singapore Exchange Securities Trading Limited.

Sterling means the lawful currency of the United Kingdom.

Stock Exchange means the SGX-ST and/or such other stock or securities exchange on which the Notes may be listed.

Subscription Agreement means an agreement between the Issuer and one or more Dealers for the issue by the Issuer and the subscription by those Dealers of Notes and includes without limitation any agreement substantially in the form of schedule 4 ("Proforma Subscription Agreement") to the Dealer Agreement.

Subsidiary of an entity means another entity which is:

(a) a subsidiary of the first within the meaning of Part 1.2 Division 6 of the Corporations Act; or

(b) is a subsidiary or otherwise controlled by the first within the meaning of any applicable approved accounting standard.

Syndicated Issue means an issue of Notes which is syndicated amongst two or more Dealers and is so specified in the relevant Pricing Supplement.

Talons means the bearer talons (if any) appertaining to, and exchangeable in accordance with their provisions for the further Coupons appertaining to, a Definitive Note (other than a Zero Coupon Note) in or substantially in the form set out in schedule 3 ("Form of Definitive Note") or in such other form as may be agreed between the Issuer, the Fiscal Agent and the relevant Dealer.

Talonholders in respect of a Series, means the holders of the Talons and references to "**relevant Talonholders**" are references to the holder or holders of one or more Talons relating to Notes of the Series.

TARGET Settlement Day means any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET 2) System is open.

Tax Act means the Income Tax Assessment Act 1936 of Australia and associated regulations and, where applicable, any replacement legislation including, but not limited to, the Income Tax Assessment Act 1997 of Australia.

Temporary Global Note means a Global Note in temporary global form representing Notes of one or more Tranches of the same Series, in or substantially in the form set out in schedule 1 ("Form of Temporary Global Note") or in such other form as may be agreed between the Issuer, the Fiscal Agent and the Relevant Dealer.

Tranche means a tranche of Notes specified as such in the relevant Pricing Supplement issued on the same Issue Date and on the same Conditions (except that a Tranche may comprise Notes in more than one denomination).

Transfer Agent in relation to all or any Series of Registered Euro/CMU Notes, means the person appointed to act as transfer agent, or any successor transfer agent, appointed under this agreement and/or such other transfer agent in relation to a Series as may from time to time be appointed by the Issuer and notice of whose appointment has been given to Noteholders pursuant to Condition 33 of the relevant Registered Euro/CMU Notes (if applicable).

Zero Coupon Note means a Note which does not carry an entitlement to periodic payment of interest prior to the redemption date of such Notes and which is issued at a discount to its face value.

25.2 Interpretation

In this agreement unless the contrary intention appears:

(a) a reference to this agreement or another instrument includes any variation or replacement of any of them;

(b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(c) the singular includes the plural and vice versa;

(d) words denoting one gender only include the other gender;

(e) the word "person" includes a firm, a body corporate, an unincorporated association or an authority;

(f) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;

(g) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;

(h) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;

(i) a reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons (including, without limitation, the Issuer) is a reference to all of

them collectively, to any two or more of them collectively and to each of them individually;

(j) a reference in this agreement to a particular numbered Condition is to be read and construed as a reference to the relevant numbered Condition of the Notes;

(k) all references to commissions, fees, disbursements, costs, charges or expenses include any value added tax, goods and services tax or similar tax charged or chargeable in respect thereof;

(l) all references to the "**relevant currency**" will be construed as references to the currency in which the relevant Notes and/or Coupons are denominated or in which payments in respect of those Notes are to be made, as the case may be;

(m) time is of the essence of this agreement in respect of an obligation of the Issuer to pay money;

(n) all references to Notes must, unless the context otherwise requires, be read and construed as references to the Notes of a particular Series;

(o) references to Noteholders includes Couponholders, Talonholders and Receiptholders (if any) holding Coupons, Talons and/or Receipts (as the case may be) relating to the relevant Notes and all references to Noteholder must, unless the context otherwise requires, be read and construed as references to holders of Notes of a particular Series; and

(p) the provisions of this agreement do not apply to Notes issued in the Australian or New Zealand domestic markets and a reference to "Notes" is to be read and construed accordingly.

25.3 Headings

Headings are inserted for convenience and do not affect the interpretation of this agreement.

EXECUTED as an agreement.

Euro Fiscal Agency Agreement

Schedule 1 Form of Temporary Global Note

[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.][1]

[THIS TEMPORARY GLOBAL NOTE CONSTITUTES [COMMERCIAL PAPER] / [A SHORTER/LONGER] TERM DEBT SECURITY] ISSUED IN ACCORDANCE WITH THE REGULATIONS MADE UNDER SECTION 4 OF THE BANKING ACT 1987. TELSTRA CORPORATION LIMITED IS NOT AN AUTHORISED INSTITUTION OR A EUROPEAN AUTHORISED INSTITUTION (AS SUCH TERMS ARE DEFINED IN THE BANKING ACT 1987 (EXEMPT TRANSACTIONS) REGULATIONS 1997. REPAYMENT OF THE PRINCIPAL AND PAYMENT OF ANY INTEREST OR PREMIUM IN CONNECTION WITH THIS NOTE HAVE NOT BEEN GUARANTEED.][2]

Telstra Corporation Limited
(ABN 33 051 775 556)

Debt Issuance Program

TEMPORARY GLOBAL NOTE

1 Introduction

1.1 The Notes

This Temporary Global Note is issued in respect of the notes ("**Notes**") of Telstra Corporation Limited ("**Issuer**") described in the attached Pricing Supplement ("**Pricing Supplement**"). The Notes have the benefit of the deed of covenant dated 12 October 2006 and/or on or about 12 March 2015 (as applicable) ("**Deed of Covenant**") executed by the Issuer and are the subject of the euro fiscal agency agreement dated 31 October 2001 as amended and restated on 15 October 2002, supplemented on 14 November 2003 and amended on 23 September 2005, 12 October 2006, 24 October 2011, 5 October 2012, 7 October 2013 and on or about 12 March 2015 ("**Euro Agency Agreement**") made between the Issuer, Deutsche Bank AG, London Branch as fiscal agent ("**Fiscal Agent**", which expression includes any successor fiscal agent appointed from time to time in connection with the Notes), Deutsche Bank AG, Hong Kong Branch as CMU lodging agent ("**CMU Lodging Agent**", which expression includes any successor CMU lodging agent appointed from time to time in connection with the Notes) and the other paying agent named in it (together with the Fiscal Agent and the CMU Lodging Agent, the "**Paying Agents**", which expression includes any additional or successor paying agents appointed from time to time in connection with the Notes).

[1] Legend to appear on every Note with a maturity of more than one year.

[2] Include "Commercial paper" if the Note must be redeemed before its first anniversary. Prior to the coming into force of section 19 (the general prohibition) of the Financial Services and Markets Act 2000, this Legend is mandatory in the case of any issue (particularly issue in Sterling) where the proceeds of the issue are being accepted by the Issuer in the United Kingdom in reliance on The Banking Act 1987 (Exempt Transactions) Regulations 1997. Include "shorter" if the Note may not be redeemed before its first anniversary but must be redeemed before its third anniversary. Include "longer" if the Note may not be redeemed before its third anniversary.

1.2 Interpretation

A reference in this Temporary Global Note to:

(a) a document (including the Euro Agency Agreement and the Deed of Covenant) includes any variation or replacement or novation of it *provided that*, in the case of any variation, replacement or novation made after the due date of this Temporary Global Note it is made in accordance with the Conditions (as defined below); and

(b) the "**Conditions**", means the Terms and Conditions of Notes set out in schedule 4 ("Terms and Conditions of the Notes") as supplemented, amended or replaced by the Pricing Supplement and a reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof.

1.3 Definitions

Words and expressions defined in the Conditions have the same meanings when used in this Temporary Global Note.

1.4 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of these Conditions.

2 Promise to Pay

2.1 Primary obligation

The Issuer, for the value received, promises to pay to the bearer of this Temporary Global Note, in respect of each Note represented by this Temporary Global Note:

(a) the Redemption Amount on the Maturity Date or on such earlier date or dates as the same may become payable in accordance with the Conditions (or such other amounts of principal on such dates as may be specified in the Pricing Supplement); and

(b) interest on each such Note on the dates and in the manner specified in the Conditions, together with any additional amounts payable in accordance with the Conditions,

all subject to and in accordance with the Conditions and this Temporary Global Note.

2.2 Limitations on payment of interest

The Issuer is only obliged to pay interest under paragraph 2.1 ("Primary obligation"):

(a) (**before the Exchange Date**) in the case of interest falling due before the Exchange Date (as defined below), to the extent that a certificate or certificates:

(i) duly completed by relevant Accountholders and dated not earlier than the date on which such interest falls due in substantially the form set out in schedule 2 ("Form of Accountholder Certification") are delivered to Euroclear or Clearstream, Luxembourg or the CMU (as the case may be); and

(ii) [issued by Euroclear, Clearstream, Luxembourg or any other relevant clearing system dated not earlier than the date on which such interest falls due and in substantially the form set out in schedule 3 ("Form of Euroclear/Clearstream, Luxembourg Certification")/in the form that is customarily used in such circumstances in relation to a Global Note held on behalf of the CMU, from the relevant account holders in the CMU] are delivered to the [Fiscal Agent//the CMU Lodging Agent]; or

(b) (**failure to exchange**) in the case of interest falling due at any time, to the extent that the Issuer has failed to procure the exchange for a permanent global note of that portion of this Temporary Global Note in respect of which such interest has accrued.

2.3 [Payment by CMU Lodging Agent]

[Payment of interest or principal by the CMU Lodging Agent to the person for whose account a relevant interest in this Global Note is credited as being held by the Central Moneymarkets Unit Service ("**CMU**") at the relevant time as notified to the CMU Lodging Agent by the CMU in a relevant CMU Instrument Position Report or any other relevant notification by the CMU shall discharge the obligations of the Issuer in respect of that payment. For these purposes, a notification from the CMU shall be conclusive evidence of the records of the CMU (save in the case of manifest error). Save in the case of final payment, no presentation of this temporary global note shall be required for such purpose.]

3 Negotiability

This Temporary Global Note is negotiable and, accordingly, title to this Temporary Global Note passes by delivery.

4 Exchange

4.1 Permanent Global Note

If the relevant Pricing Supplement specifies the form of Notes as being "Temporary Global Note exchangeable for a Permanent Global Note", then on or after the day following the expiry of 40 days after the date of issue of this Temporary Global Note ("**Exchange Date**"), the Issuer undertakes to procure (in the case of first exchange) the delivery of a Permanent Global Note (as defined in the Euro Agency Agreement) in accordance with the Euro Agency Agreement to the bearer of this Temporary Global Note or (in the case of any subsequent exchange) an increase in the principal amount of the Permanent Global Note in accordance with its terms against:

(a) (**presentation and surrender**) presentation and (in the case of final exchange) surrender of this Temporary Global Note to the [Fiscal Agent/CMU Lodging Agent]; and

(b) (**certification**) receipt by the [Fiscal Agent/CMU Lodging Agent] of a certificate or certificates [issued by Euroclear, Clearstream, Luxembourg or any other relevant clearing system dated not earlier than the Exchange Date and in substantially the form set out in schedule 3 ("Form of Euroclear/Clearstream, Luxembourg Certification")/in the form that is customarily used in such circumstances in relation to a Global Note held on behalf of the CMU, from the relevant account holders in the CMU].

The principal amount of the Permanent Global Note is equal to the aggregate of the principal amounts specified in the certificates issued by [Euroclear,

Clearstream, Luxembourg/the CMU] or any other relevant clearing system, as the case may be, and received by the [Fiscal Agent/the CMU Lodging Agent], provided, however, that in no circumstances will the principal amount of the Permanent Global Note exceed the initial principal amount of this Temporary Global Note.

[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 Instrument Position Report or any other relevant notification supplied to the CMU Lodging Agent by the CMU) have so certified.]

4.2 Definitive Notes

If the Pricing Supplement specifies the form of Notes as being "Temporary Global Note exchangeable for Definitive Notes", then on or after the day following the expiry of 40 days after the date of issue of this Temporary Global Note ("**Exchange Date**"), the Issuer shall procure the delivery of Notes in definitive form ("**Definitive Notes**") in accordance with the Euro Agency Agreement with Coupons and Talons (if so specified in the Pricing Supplement) attached and in an aggregate principal amount equal to the principal amount of this Temporary Global Note to the bearer of this Temporary Global Note against presentation and surrender of this Temporary Global Note at the Specified Office of the [Fiscal Agent/CMU Lodging Agent].

5 Delivery of Permanent Global Note or Definitive Notes

5.1 Permanent Global Note

Whenever any interest in this Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the Issuer undertakes to procure (in the case of first exchange) the prompt delivery (free of charge to the bearer) of such Permanent Global Note, duly authenticated, to the bearer of this Temporary Global note or (in the case of any subsequent exchange) an increase in the principal amount of such Permanent Global Note in accordance with its terms, in each case in an aggregate principal amount equal to the aggregate of the principal amounts specified in the certificates issued by Euroclear and/or Clearstream, Luxembourg and/or the CMU and/or any other relevant clearing system and received by the [Fiscal Agent/CMU Lodging Agent] against presentation and (in the case of final exchange) surrender of this Temporary Global Note at the specified office of the [Fiscal Agent/CMU Lodging Agent] within 7 days of the bearer requesting such exchange.

5.2 Definitive Notes

Whenever this Temporary Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the Pricing Supplement), in an aggregate principal amount equal to the principal amount of this Temporary Global Note to the bearer of this Temporary Global Note against the surrender of this Temporary Global Note at the specified office of the [Fiscal Agent/CMU Lodging Agent] within 30 days of the bearer requesting such exchange.

6 Failure to Deliver Permanent Global Note or Definitive Notes or to Repay

If:

(a) (**Permanent Global Note**) the Permanent Global Note has not been delivered or the principal amount thereof increased in accordance with paragraph 5 (Delivery of Permanent Global Note or Definitive Note) above by 5.00pm (Local Time) on the seventh day after the bearer has requested exchange of an interest in this Temporary Global Note for an interest in a Permanent Global Note; or

(b) (**Definitive Notes**) Definitive Notes have not been delivered in accordance with paragraph 5 (Delivery of Permanent Global Note or Definitive Notes) above by 5.00pm (Local Time) on the thirtieth day after the bearer has requested exchange of this Temporary Global Note for Definitive Notes; or

(c) (**payment default**) this Temporary Global Note (or any part hereof) has become due and payable in accordance with the Conditions or the date for final redemption of this Temporary Global Note has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer in accordance with the terms of this Temporary Global Note on the due date for payment then this Temporary Global Note (including the obligation to deliver a Permanent Global Note or Definitive Notes (as the case may be)) will become void at 5.00pm (Local Time) on such seventh day (in the case of paragraph (a) (Permanent Global Note)) or at 5.00pm (Local Time) on such thirtieth date (in the case of paragraph (b) (Definitive Notes) or at 5.00pm (Local Time) on such due date (in the case of paragraph (c) (Payment default)) and the bearer of this Temporary Global Note will have no further rights hereunder (but without prejudice to the rights which the bearer of this Temporary Global Note or others may have under the Deed of Covenant). The Deed of Covenant has been deposited at the specified office of the [Fiscal Agent/CMU Lodging Agent] and a copy of it may be inspected at the specified office of each Paying Agent.

7 Writing Down

On each occasion on which:

(a) (**Permanent Global Note**) the Permanent Global Note is delivered or the principal amount hereof is increased in accordance with its terms in exchange for a further portion of this Temporary Global Note; or

(b) (**Definitive Notes**) Definitive Notes are delivered in exchange for this Temporary Global Note; or

(c) (**cancellation**) Notes represented by this Temporary Global Note are to be cancelled in accordance with Condition 16.10 ("Cancellation"),

the Issuer shall procure that:

(i) the principal amount of the Permanent Global Note, the principal amount of such increase or (as the case may be) the aggregate principal amount of such Notes; and

(ii) the remaining principal amount of this Temporary Global Note (which shall be the previous principal amount hereof *less* the aggregate of the amounts referred to in (i) are noted in schedule 1 ("Payments, Exchanges and Cancellation of Notes") hereto, whereupon the principal amount of this Temporary Global Note shall for all purposes be as most recently so noted.

8 Payments

All payments in respect of this Temporary Global Note shall be made against presentation and (in the case of payment of principal of the Notes in full with all interest accrued on the Notes) surrender of this Temporary Global Note at the specified office of any Paying Agent and shall be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Notes. On each occasion on which a payment of interest is made in respect of this Temporary Global Note, the Issuer shall procure that the same is noted in schedule 1 ("Payments, Exchanges and Cancellation of Notes").

9 Conditions Apply

Until this Temporary Global Note has been exchanged as provided herein or cancelled in accordance with the Euro Agency Agreement or has otherwise become void in accordance with its terms, the bearer of this Temporary Global Note is, subject to the Conditions and, subject as otherwise provided herein, is entitled to the same rights and benefits under the Conditions as if the bearer were the holder of Definitive Notes and any related Coupons and Talons in the smallest Specified Denomination and in an aggregate principal amount equal to the principal amount of this Temporary Global Note.

10 Notices

While all the Notes are represented by this Temporary Global Note (or by this Temporary Global Note and Permanent Global Note) and this Temporary Global Note is (or this Temporary Global Note and the Permanent Global Note are) [deposited with a common depositary for Euroclear, Clearstream, Luxembourg or any other relevant clearing system / held on behalf of the CMU], notices to Noteholders may be given by delivery of the relevant notice to [Euroclear, Clearstream, Luxembourg or any other clearing system, as the case may be / the persons shown in a CMU Instrument Position Report issued by the CMU on the second business day preceding the date of dispatch of such notice as holding interests in this Temporary Global Note], rather than by publication as required by the Conditions, provided, however, so long as the Notes are listed on a Stock Exchange or with a Listing Authority and the relevant Listing Rules so require, notices will also be published in a leading newspaper having general circulation in [the United Kingdom (which is expected to be the Financial Times) / [*other applicable jurisdiction*]].

11 Authentication

This Temporary Global Note is not valid for any purpose until it has been authenticated by or on behalf of the [Fiscal Agent/CMU Lodging Agent].

12 Governing Law

This Temporary Global Note and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law.

AS WITNESS the facsimile signature of a duly authorised person on behalf of the Issuer

TELSTRA CORPORATION LIMITED

By: ……

facsimile signature (duly authorised)

ISSUED on the Issue Date

AUTHENTICATED for and on behalf of

Deutsche Bank AG, [London/Hong Kong] Branch as [fiscal agent/CMU lodging agent] without recourse, warranty or liability

By: ……

By: ……

[manual signature] (duly authorised)

Schedule 1

Payments, Exchanges and Cancellation of Notes

Date of payment, delivery or cancellation	Amount of interest then paid	Principal amount of Permanent Global Note then delivered or by which Permanent Global Note then increased or aggregate principal amount of Definitive Notes than delivered	Aggregate principal amount of Notes then cancelled	Remaining principal amount of this Temporary Global Note	Authorised Signature

Schedule 2

Form of Accountholder's Certification

CERTIFICATE "A"

FORM OF CERTIFICATE TO BE PRESENTED BY

NOTEHOLDERS

TELSTRA CORPORATION LIMITED
(ABN 33 051 775 556)

[Title of Notes]

(the "**Securities**")

This is to certify that as of the date hereof, and except as set forth below, the above-captioned Securities held by you for our account (i) are owned by person(s) that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States Federal income taxation regardless of its source ("**United States person(s)**"), (ii) are owned by United States person(s) that (a) are foreign branches of United States financial institutions (as defined in U.S. Treasury Regulations Section 1.165-12(c)(1)(v)) ("**financial institutions**") purchasing for their own account or for resale, or (b) acquired the Securities through foreign branches of United States financial institutions and who hold the Securities through foreign branches of such United States financial institutions on the date hereof (and in either case (a) or (b), each such foreign branches of United States financial institution hereby agrees, on its own behalf or through its agent, that you may advise the Issuer or the Issuer's agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder), or (iii) are owned by United States or foreign financial institution(s) for purposes of resale during the restricted period (as defined in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)), and in addition, if the owner of the Securities is a United States or foreign financial institution described in clause (iii) above (whether or not also described in clause (i) or (ii) above) this is to certify further that such financial institution has not acquired the Securities for the purposes of resale directly or indirectly to a United States person or to a person within the United States or its possessions.

If the Securities are of the category contemplated in Section 230.903(c)(3) of Regulation S under the Securities Act of 1933, as amended (the "**Act**") then this is also to certify that, except as set forth below, the Securities are beneficially owned by (a) non-U.S. person(s) or (b) U.S. persons who purchased the Securities in transactions which did not require registration under the Act. As used in this paragraph the term "**U.S. person**" has the meaning given to it by Regulation S under the Act.

As used herein, "**United States**" means the United States of America (including the States and the District of Columbia); and its "**possessions**" include Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands.

We undertake to advise you promptly by tested telex or facsimile transmission or other form of communication acceptable to the parties on or prior to the date on which you intend to submit your certificate relating to the Securities held by you for our account in accordance with your documented procedures if any applicable

statement herein is not correct on such date, and in the absence of any such notification it may be assumed that this certificate applies as of such date.

This certificate excepts and does not relate to [ ] of such interest in the above Securities in respect of which we are not able to certify and as to which we understand exchange [for an equivalent interest in Global Notes/ Definitive Notes] (or, if relevant, exercise of any rights or collection of any interest) cannot be made until we do so certify.

We understand that this certificate is required in connection with certain tax laws and, if applicable, certain securities laws, of the United States. In connection therewith, if administrative or legal proceedings are commenced or threatened in connection with which this certificate is or would be relevant, we irrevocably authorise you to produce this certificate to any interested party in such proceedings.

Date: 20 *

Yours faithfully,

By: _____
[Name of person giving certificate]
As, or as agent for, the beneficial owner(s)
of the above Securities to which this
certificate relates.

* To be dated no earlier than the fifteenth day prior to the date to which this certificate relates, being the payment date or the Exchange Date.

Schedule 3

Form of Euroclear/Clearstream, Luxembourg Certification

FORM OF CERTIFICATE TO BE PRESENTED BY

EUROCLEAR OR CLEARSTREAM, LUXEMBOURG OR OTHER CLEARING SYSTEM

TELSTRA CORPORATION LIMITED
(ABN 33 051 775 556)

[Title of Notes]

(the "**Securities**")

This is to certify that, based solely on certificates we have received in writing, by tested telex or by electronic transmission from member organisations appearing in our records as persons being entitled to a portion of the principal amount set forth below (our "**Member Organisations**") substantially to the effect set forth in Schedule Four to the Temporary Global Note representing the Securities, as of the date hereof, [ ] principal amount of the above-captioned Securities (i) is owned by persons that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States Federal income taxation regardless of its source ("**United States persons**"), (ii) is owned by United States persons that (a) are foreign branches of United States financial institutions (as defined in U.S. Treasury Regulations Section 1.165-12(c)(1)(v) ("**financial institutions**")) purchasing for their own account or for resale, or (b) acquired the Securities through foreign branches of United States financial institutions and who hold the Securities through such foreign branches of United States financial institutions on the date hereof (and in either case (a) or (b), each United States financial institution has agreed, on its own behalf or through its agent, that we may advise the Issuer or the Issuer's agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder), or (iii) is owned by United States or foreign financial institutions for the purposes of resale during the restricted period (as defined in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)), and to the further effect that United States or foreign financial institutions described in clause (iii) above (whether or not also described in clause (i) or (ii) above) have certified that they have not acquired the Securities for purposes of resale directly or indirectly to a United States person or to a person within the United States or its possessions.

If the Securities are of the category contemplated in Section 230.903(c)(3) of Regulation S under the Securities Act of 1933, as amended (the "Act") then this is also to certify with respect to such principal amount of Securities set forth above that, except as set forth below, we have received in writing, by tested telex or by electronic transmission, from our Member Organisations entitled to a portion of such principal amount, certifications with respect to such portion, substantially to the effect set forth in Schedule Four to the Temporary Global note representing the Securities.

We further certify (i) that we are not making available herewith for exchange (or, if relevant, exercise of any rights or collection of any interest in respect of) any portion of the temporary global Note excepted in such certifications and (ii) that as of the date hereof we have not received any notification from any of our Member Organisations to the effect that the statements made by such Member Organisations with respect to any portion of the part submitted herewith for

exchange (or, if relevant, exercise of any rights or collection of any interest) are no longer true and cannot be relied upon as of the date hereof.

We understand that this certificate is required in connection with certain tax laws and, if applicable, certain securities laws, of the United States. In connection therewith, if administrative or legal proceedings are commenced or threatened in connection with which this certificate is or would be relevant, we irrevocably authorise you to produce this certificate to any interested party in such proceedings.

Date: *[ ]

Yours faithfully,

[EUROCLEAR BANK S.A./N.V.,
as operator of the Euroclear System]

or

[CLEARSTREAM BANKING, SOCIÉTÉ ANONYME]

or

[OTHER CLEARING SYSTEM]

By: _____

Schedule 4

Terms and Conditions of the Notes

The Terms and Conditions of the Notes set out in the Offering Circular dated [*] prepared in connection with the program for the issuance of the Notes as revised, supplemented, amended or updated from time to time by the Issuer in accordance with the Euro Agency Agreement and such other document as are from time to time incorporated in it by reference.

Euro Fiscal Agency Agreement

Schedule 2 Form of Permanent Global Note

[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.][3]

[THIS PERMANENT GLOBAL NOTE CONSTITUTES [COMMERCIAL PAPER] / [A SHORTER/LONGER] TERM DEBT SECURITY] ISSUED IN ACCORDANCE WITH THE REGULATIONS MADE UNDER SECTION 4 OF THE BANKING ACT 1987. TELSTRA CORPORATION LIMITED IS NOT AN AUTHORISED INSTITUTION OR A EUROPEAN AUTHORISED INSTITUTION (AS SUCH TERMS ARE DEFINED In THE BANKING ACT 1987 (EXEMPT TRANSACTIONS) REGULATIONS 1997. REPAYMENT OF THE PRINCIPAL AND PAYMENT OF ANY INTEREST OR PREMIUM IN CONNECTION WITH THIS NOTE HAVE NOT BEEN GUARANTEED.][4]

Telstra Corporation Limited
(ABN 33 051 775 556)

Debt Issuance Program

PERMANENT GLOBAL NOTE

1 Introduction

1.1 The Notes

This Permanent Global Note is issued in respect of the notes ("**Notes**") of Telstra Corporation Limited ("**Issuer**") described in the attached Pricing Supplement ("**Pricing Supplement**"). The Notes have the benefit of the deed of covenant dated 12 October 2006 and/or on or about 12 March 2015 (as applicable) ("**Deed of Covenant**") executed by the Issuer and are the subject of the euro fiscal agency agreement dated 31 October 2001 as amended and restated on 15 October 2002, supplemented on 14 November 2003 and amended on 23 September 2005, 12 October 2006, 24 October 2011, 5 October 2012, 7 October 2013 and on or about 12 March 2015 ("**Euro Agency Agreement**") made between the Issuer, Deutsche Bank AG, London Branch as fiscal agent ("**Fiscal Agent**", which expression includes any successor fiscal agent appointed from time to time in connection with the Notes), Deutsche Bank AG, Hong Kong Branch as CMU lodging agent ("**CMU Lodging Agent**", which expression includes any successor CMU lodging agent appointed from time to time in connection with the Notes) and the other paying agent named it (together with the Fiscal Agent and the CMU Lodging Agent, the "**Paying Agents**", which expression includes any additional or successor paying agents appointed from time to time in connection with the Notes).

[3] Legend to appear on every Note with a maturity of more than one year.

[4] Include "Commercial paper" if the Note must be redeemed before its first anniversary. Prior to the coming into force of section 19 (the general prohibition) of the Financial Services and Markets Act 2000, this Legend is mandatory in the case of any issue (particularly issue in Sterling) where the proceeds of the issue are being accepted by the Issuer in the United Kingdom in reliance on The Banking Act 1987 (Exempt Transactions) Regulations 1997. Include "shorter" if the Note may not be redeemed before its first anniversary but must be redeemed before its third anniversary. Include "longer" if the Note may not be redeemed before its third anniversary.

1.2 Interpretation

A reference in this Permanent Global Note to:

(a) a document (including the Euro Agency Agreement and the Deed of Covenant) includes any variation or replacement or novation of it *provided that*, in the case of any variation, replacement or novation made after the due date of this Permanent Global Note it is made in accordance with the Conditions;

(b) the "**Conditions**" means the Terms and Conditions of Notes set out in schedule 2 ("Terms and Conditions of the Notes") as supplemented, amended or replaced by the Pricing Supplement and a reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof.

1.3 Definitions

Words and expressions defined in the Conditions have the same meanings when used in this Permanent Global Note.

1.4 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of these Conditions.

2 Promise to Pay

2.1 Primary obligation

The Issuer, for the value received, promises to pay to the bearer of this Permanent Global Note, in respect of each Note represented by this Permanent Global Note:

(a) the Redemption Amount on the Maturity Date or on such earlier date or dates as the same may become payable in accordance with the Conditions (or such other amounts of principal on such dates as may be specified in the Pricing Supplement); and

(b) interest on each such Note on the dates and in the manner specified in the Conditions, together with any additional amounts payable in accordance with the Conditions,

all subject to and in accordance with the Conditions and this Permanent Global Note.

2.2 [Payment by CMU Lodging Agent]

[Payment of interest or principal by the CMU Lodging Agent to the person for whose account a relevant interest in this Global Note is credited as being held by the Central Moneymarkets Unit Service ("**CMU**") at the relevant time as notified to the CMU Lodging Agent by the CMU in a relevant CMU Instrument Position Report or any other relevant notification by the CMU shall discharge the obligations of the Issuer in respect of that payment. For these purposes, a notification from the CMU shall be conclusive evidence of the records of the CMU (save in the case of manifest error). Save in the case of final payment, no presentation of this permanent global note shall be required for such purpose.]

3 Negotiability

This Permanent Global Note is negotiable and, accordingly, title to this Permanent Global Note passes by delivery.

4 Exchange

This Permanent Global Note will become exchangeable, in whole but not in part only and at the request of the bearer of this Permanent Global Note, for Notes in definitive form ("**Definitive Notes**") in accordance with the Euro Agency Agreement:

(a) **(upon notice)** on the expiry of such period of notice as may be specified in the Pricing Supplement; or

(b) **(in limited circumstances)** if the Pricing Supplement specify "in the limited circumstances described in the Permanent Global Note", then if either of the following events occurs:

(i) **(closure of clearing systems)** Euroclear, Clearstream, Luxembourg or the CMU or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or

(ii) **(event of default)** any of the circumstances described in Condition 24.1 ("Event of Default") occurs.

5 Delivery of Definitive Notes

Whenever this Permanent Global Note is to be exchanged for an interest for Definitive Notes, the Issuer undertakes to procure the prompt delivery (free of charge to the bearer) of such Definitive Notes duly authenticated and with Coupons and Talons attached (and if so specified in the Pricing Supplement) is an aggregate principal amount equal to the principal amount of this Permanent Global Note to the bearer of this Permanent Global Note against the surrender of this Permanent Global Note of the specified office of the [Fiscal Agent/CMU Lodging Agent] within 30 days of the bearer requesting such exchange.

6 Failure to Deliver Definitive Notes or to Repay

If:

(a) **(failure to deliver Definitive Notes)** Definitive Notes have not been delivered in accordance with paragraph 5 ("Delivery of Definitive Notes") above by 5:00 p.m. (Local Time) on the thirtieth day after the bearer has requested exchange of this Permanent Global Note for Definitive Notes; or

(b) **(temporary global note becomes void)** this Permanent Global Note was originally issued in exchange for part only of a temporary global note representing the Notes and such temporary global note becomes void in accordance with its terms; or

(c) **(payment default)** this Permanent Global Note (or any part hereof) has become due and payable in accordance with the Conditions or the date for final redemption of this Permanent Global Note has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer in accordance with the terms of this Permanent Global Note on the due date for payment,

then this Permanent Global Note (including the obligation to deliver Definitive Notes) will become void at 5:00 p.m. (Local Time) on such thirtieth day (in the case of paragraph (a) (Failure to deliver Definitive Notes)) or at 5:00 p.m. (Local Time) on the date on which such temporary global note becomes void (in the case of paragraph (b) (Temporary global note becomes void)) or at 5:00 p.m. (Local Time) on such due date (in the case of paragraph (c) (Payment default)) and the bearer of this Permanent Global Note will have no further rights hereunder (but without prejudice to the rights which the bearer of this Permanent Global Note or others may have under the Deed of Covenant). The Deed of Covenant has been deposited at the specified office of the [Fiscal Agent/CMU Lodging Agent] and a copy of it may be inspected at the specified office of each Paying Agent.

7 Writing Down

On each occasion on which:

(a) (**payment of principal**) a payment of principal is made in respect of this Permanent Global Note; or

(b) (**Definitive Notes**) Definitive Notes are delivered; or

(c) (**cancellation**) Notes represented by this Permanent Global Note are to be cancelled in accordance with Condition 16.10 ("Cancellation"),

the Issuer shall procure that:

(i) the amount of such payment and the aggregate principal amount of such Notes; and

(ii) the remaining principal amount of this Permanent Global Note (which shall be the previous principal amount hereof *less* the aggregate of the amounts referred to in (i) above are noted in schedule 1 (Payments, Exchanges against Temporary Global Note, Delivery of Definitive Notes and Cancellation of Notes) hereto, whereupon the principal amount of this Permanent Global Note shall for all purposes be as most recently so noted.

8 Writing Up

If this Permanent Global Note was originally issued in exchange for part only of a Temporary Global Note representing the Notes, then, if at any time any further portion of such Temporary Global Note is exchanged for an interest in this Permanent Global Note, the principal amount of this Permanent Global Note shall be increased by the amount of such further portion, and the Issuer undertakes to procure that the principal amount of this Permanent Global Note (which shall be the previous principal amount hereof *plus* the amount of such further portion) is noted in schedule 1 ("Payments, Exchanges against Temporary Global Note, Delivery of Definitive Notes and Cancellation of Notes") hereto, whereupon the principal amount of this Permanent Global Note shall for all purposes be as most recently so noted.

9 Payments

All payments in respect of this Permanent Global Note shall be made against presentation and (in the case of payment of principal of the Notes in full with all interest accrued on the Notes) surrender of this Permanent Global Note at the specified office of any Paying Agent and shall be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Notes. On each occasion on which a payment of interest is made in respect of this Permanent Global Note, the Issuer shall procure that the same is noted in schedule 1 ("Payments, Exchanges against Temporary Global Note, Delivery of Definitive Notes and Cancellation of Notes").

10 Conditions Apply

Until this Permanent Global Note has been exchanged as provided herein or cancelled in accordance with the Agency Agreement or has otherwise become void in accordance with its terms, the bearer of this Permanent Global Note is subject to the Conditions and, subject as otherwise provided herein, is entitled to the same rights and benefits under the Conditions as if the bearer were the holder of Definitive Notes and any related Coupons and Talons in the smallest Specified Denomination and in an aggregate principal amount equal to the principal amount of this Permanent Global Note.

11 Exercise of Put Option

In order to exercise the option contained in Condition 16.4 ("Early redemption at the option of Noteholders (investor put)") ("**Put Option**"), the bearer of this Permanent Global Note must, within the period specified in the Conditions for the deposit of the relevant Note and Put Option Notice, give written notice of such exercise to the [Fiscal Agent/CMU Lodging Agent] specifying the principal amount of Notes in respect of which the Put Option is being exercised. Any such notice shall be irrevocable and may not be withdrawn.

12 Exercise of Call Option

In connection with an exercise of the option contained in Condition 16.3 ("Early redemption at the option of the Issuer (issuer call)") in relation to some only of the Notes, this Permanent Global Note may be redeemed in part in the principal amount specified by the Issuer in accordance with the Conditions and the Notes to be redeemed will not be selected as provided in the Conditions.

13 Notices

While all the Notes are represented by this Permanent Global Note (or by this Permanent Global Note and temporary global note) and this Permanent Global Note is (or this Permanent Global Note and the temporary global note are) [deposited with a common depositary for Euroclear, Clearstream, Luxembourg or any other relevant clearing system / held on behalf of the CMU], notices to Noteholders may be given by delivery of the relevant notice to [Euroclear, Clearstream, Luxembourg / the persons shown in a CMU Instrument Position Report issued by the CMU on the second business day preceding the date of dispatch of such notice as holding interests in this Permanent Global Note] or any other clearing system, as the case may be, rather than by publication as required by the Conditions, provided, however, so long as the Notes are listed on a Stock Exchange or with a Listing Authority and the relevant Listing Rules so require, notices will also be published in a leading newspaper having general circulation in [the United Kingdom (which is expected to be the Financial Times) / [*other applicable jurisdiction*]].

14 Redenomination

If the Notes are redenominated pursuant to Condition 31 ("Redenomination, renominalisation and reconventioning"), then following redenomination:

(a) (**denominations**) if Definitive Notes are required to be issued, they shall be issued at the expense of the Issuer in the denominations of euro 0.01, euro 1,000 euro 10,000, euro 100,000 and such other denominations as the [Fiscal Agent/CMU Lodging Agent] shall determine and notify to the Noteholders; and

(b) (**calculation of interest**) the amount of interest due in respect of Notes represented by this Permanent Global Note will be calculated by reference to the aggregate principal amount of such Notes and the amount of such payment shall be rounded down to the nearest euro 0.01.

15 Authentication

This Permanent Global Note is not valid for any purpose until it has been authenticated by or on behalf of the [Fiscal Agent/CMU Lodging Agent].

16 Governing Law

This Permanent Global Note and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law.

AS WITNESS the facsimile signature of a duly authorised person on behalf of the Issuer

TELSTRA CORPORATION LIMITED

By: ……

facsimile signature (duly authorised)

ISSUED on the Issue Date

AUTHENTICATED for and on behalf of

Deutsche Bank AG, [London/Hong Kong] Branch as [fiscal/CMU lodging] agent without recourse, warranty or liability

By: ……

By: ……

[manual signature] (duly authorised)

Euro Fiscal Agency Agreement

Schedule 1

Payments, Exchanges against Temporary Global Note, Delivery of Definitive Notes and Cancellation of Notes

Date of payment, exchange, delivery or cancellation	Amount of interest then paid	Amount of principal then paid	Principal amount of Temporary Global Note then exchanged	Aggregate principal amount of Definitive Notes then delivered	Aggregate principal amount of Notes then cancelled	New principal amount of this Global Note	Authorised signature

Schedule 2

Terms and Conditions of Notes

The Terms and Conditions of the Notes set out in the Offering Circular dated [*] prepared in connection with the program for the issuance of the Notes as revised, supplemented, amended or updated from time to time by the Issuer in accordance with the Euro Agency Agreement and such other document as are from time to time incorporated in it by reference.

Euro Fiscal Agency Agreement

Schedule 3 Form of Definitive Bearer Note

[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.][5]

[THIS [TITLE OF NOTE] CONSTITUTES [COMMERCIAL PAPER] / [A SHORTER/LONGER] TERM DEBT SECURITY] ISSUED IN ACCORDANCE WITH THE REGULATIONS MADE UNDER SECTION 4 OF THE BANKING ACT 1987. TELSTRA CORPORATION LIMITED IS NOT AN AUTHORISED INSTITUTION OR A EUROPEAN AUTHORISED INSTITUTION (AS SUCH TERMS ARE DEFINED In THE BANKING ACT 1987 (EXEMPT TRANSACTIONS) REGULATIONS 1997. REPAYMENT OF THE PRINCIPAL AND PAYMENT OF ANY INTEREST OR PREMIUM IN CONNECTION WITH THIS NOTE HAVE NOT BEEN GUARANTEED.][6]

Telstra Corporation Limited
(ABN 33 051 775 556)

[*currency*] [*amount*]

[*Fixed Rate/ Floating Rate*] Notes due [*maturity*]

This Note is one of a series of notes ("**Notes**") of Telstra Corporation Limited ("**Issuer**") described in the attached Pricing Supplement ("**Final Terms**"). Any reference to the "**Conditions**" is to the Terms and Conditions of the Notes endorsed on this Note, as supplemented, amended and/or replaced by the Pricing Supplement, and a reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions have the same meaning when used in this Note.

The Issuer, for value received, promises to pay to the bearer of this Note:

(a) the Redemption Amount on the Maturity Date or on such earlier date or dates as the same may become payable in accordance with the Conditions (or to pay such other amounts of principal on such dates as may be specified in the Pricing Supplement); and

(b) interest on this Note on the dates and in the manner specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.

This Note shall not be valid for any purpose until it has been authenticated for and on behalf of Telstra Corporation Limited as fiscal agent.

This Note and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

AS WITNESS the [manual/facsimile] signature of a duly authorised person on behalf of the Issuer

[5] Legend to appear on every Note with a maturity of more than one year.

TELSTRA CORPORATION LIMITED

By: ……

[manual or facsimile signature] (duly authorised)

ISSUED on the Issue Date

AUTHENTICATED for and on behalf of

[ ] as [fiscal/CMU lodging] agent without recourse, warranty or liability

By: ……

By: ……

[manual signature] (duly authorised)

Euro Fiscal Agency Agreement

[*On reverse of the Note:*]

PRICING SUPPLEMENT

The following is a copy of [the relevant particulars of] the Pricing Supplement.

TERMS AND CONDITIONS

[*As set out in the Offering Circular*]

[*At the foot of the Terms and Conditions*]

FISCAL AGENT

[Deutsche Bank AG, London Branch]
[Winchester House
1 Great Winchester Street
London EC2N 2DB]

PAYING AGENT, REGISTRAR AND TRANSFER AGENT

[Deutsche Bank Luxembourg S.A.
2 Boulevard Konrad Adenauer
L-1115 Luxembourg]

CMU LODGING AGENT

[Deutsche Bank AG, Hong Kong Branch
52nd Floor, International Commerce Centre
1 Austin Road West
Kowloon
Hong Kong]

Form of Coupon

[*On the face of the Coupon:*]

[For Fixed Rate Notes]

TELSTRA CORPORATION LIMITED

[*currency*] [*amount*] [*fixed rate*] Notes due [*maturity*]

Coupon for [*currency*] [*amount of interest payment*] due on [*interest payment date*].

Such amount is payable, subject to the terms and conditions ("**Conditions**") endorsed on the Note to which this Coupon relates (which are binding on the holder of this Coupon whether or not is if for the time being attached to such Note), against presentation and surrender of this Coupon at the specified office for the time being of any of the agents shown on the reverse of this Coupon (or any successor or additional agents appointed from time to time in accordance with the Conditions).

[For Floating Rate Notes]

TELSTRA CORPORATION LIMITED

[*currency*] [*amount*] [*Floating rate*] Notes due [*maturity*]

This Coupon relates to a Note in the denomination of [*currency*] [*amount*].

Coupon for the amount of interest due on the Interest Payment Date falling in [*month and year*].

Such amount is payable, subject to the terms and conditions ("**Conditions**") endorsed on the Note to which this Coupon relates (which are binding on the holder of this Coupon whether or not is if for the time being attached to such Note), against presentation and surrender of this Coupon at the specified office for the time being of any of the agents shown on the reverse of this Coupon (or any successor or additional agents appointed from time to time in accordance with the Conditions).

The Note to which this Coupon relates may, in certain circumstances specified in the Conditions, fall due for redemption before the maturity date of this Coupon. In such event, this Coupon shall become void and no payment will be made in respect hereof.

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.][7]

[*On reverse of the Coupon:*]

[7] Legend to appear on every Note with a maturity of more than one year.

Fiscal Agent: [Deutsche Bank AG, London Branch], [Winchester House, 1 Great Winchester Street, London EC2N 2DB]

Paying Agent, Registrar and Transfer Agent: [Deutsche Bank Luxembourg S.A.], [2 Boulevard Konrad Adenauer
L-1115 Luxembourg]

CMU Lodging Agent: [Deutsche Bank AG, Hong Kong Branch], [52nd Floor, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong]

Form of Talon

[*On the face of the Talon:*]

TELSTRA CORPORATION LIMITED

[*currency*] [*amount*] [*fixed rate/ floating rate*] Notes due [*maturity*]

Talon for further Coupons.

On or after the maturity date of the final Coupon which is (or was at the time of issue) part of the Coupon Sheet to which this Talon is (or was at the time of issue) attached, this Talon may be exchanged at the specified office for the time being of the fiscal agent shown on the reverse of this Talon (or any successor fiscal agent appointed from time to time in accordance with the terms and conditions ("**Conditions**") of the Notes to which this Talon relates) for a further Coupon Sheet (including a further Talon but excluding any Coupons in respect of which claims have already become void pursuant to the Conditions).

The Note to which this Talon relates may, in certain circumstances specified in the Conditions, fall due for redemption before the maturity date of such final Coupon. In such event, this Talon shall become void and no Coupon will be delivered in respect hereof.

[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.][8]

[*On reverse of the Talon:*]

Fiscal Agent: [Deutsche Bank AG, London Branch], [Winchester House, 1 Great Winchester Street, London EC2N 2DB]

Paying Agent, Registrar and Transfer Agent: [Deutsche Bank Luxembourg S.A.] [2 Boulevard Konrad Adenauer L-1115 Luxembourg]

CMU Lodging Agent: [Deutsche Bank AG, Hong Kong Branch], [52nd Floor, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong]

[8] Legend to appear on every Note with a maturity of more than one year.

Form of Receipt

TELSTRA CORPORATION LIMITED

[*currency*] [*amount*] [*fixed rate/ floating rate*] Notes due [*maturity*]

NOTES DUE

Receipt for the sum of [•] being the instalment of principal payable in accordance with the terms and conditions endorsed on the Note to which this Receipt relates ("**Conditions**") on [•].

This Receipt is issued subject to and in accordance with the Conditions which shall be binding upon the holder of this Receipt (whether or not it is for the time being attached to such Note) and is payable at the specified office of any of the Paying Agents set out on the reverse of the Note to which this Receipt relates (and/or any other or further Paying Agents and/or specified offices as may from time to time be duly appointed and notified to the Noteholders).

This Receipt must be presented for payment together with the Note to which it relates.

If the Note to which this Receipt appertains shall have become due and payable on or before the maturity date of this Receipt, this Receipt shall become void and no payment shall be made in respect of it.

The Issuer shall have no obligation in respect of this Receipt if it is presented without the Note to which it relates.

EXECUTED (manually or in facsimile) for and on behalf of

TELSTRA CORPORATION LIMITED

By:

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.

Euro Fiscal Agency Agreement

Schedule 4 Form of definitive Certificate

Telstra Corporation Limited

(ABN 33 051 775 556)

Debt Issuance Program

[*currency*] [*amount*] Notes due [*maturity*]*

CERTIFICATE

Certificate Number: [●]
Date: [●]

This certificate relates to the issue by Telstra Corporation Limited (ABN 33 051 775 556) ("**Issuer**") of registered Notes designated as set out above in the Pricing Supplement dated [●] ("**Pricing Supplement**"). The registered Notes are issued on and subject to the provisions of the deed of covenant dated 12 October 2006 and/or on or about 12 March 2015 (the "**Deed of Covenant**"), made by the Issuer as amended, completed and supplemented by the Pricing Supplement.

Expressions used in this certificate which have a defined meaning in the Deed of Covenant or the Euro Fiscal Agency Agreement have the same meaning when used in this certificate. This certificate is issued subject to, and in accordance with, the Conditions and the Deed of Covenant.

The Register evidences that as at the date shown above:

Name: .....

Address: .....

is the registered holder of .....[1] Series .....[2] Notes, each having a principal amount (on their Issue Date) of .....[3], serial numbers .....[4].

This certificate is not a certificate of title, the Register being the only conclusive evidence of ownership, but simply an extract of the entries made in the Register in respect of the person whose name appears on it. This certificate neither creates or acknowledges indebtedness of the Issuer and, of itself, is of no force and effect.

([1] *specify number of Notes eg "50"*)

([2] *specify which Series*)

([3] *specify relevant amount, per the Register*)

([4] *specify the serial numbers, per the Register*)

For and on behalf of [●] as Registrar

....
Authorised Person Authorised Person

* Insert details of Tranche or Series number (if any)

ANNEXURE

FORM OF TRANSFER OF REGISTERED EURO/CMU NOTE

FOR VALUE RECEIVED the undersigned hereby sell(s), assign(s) and transfer(s) to

.....

.....

.....

(Please print or type name and address (including postal code) of transferee)

[Specified Currency] [●] nominal amount of this Note and all rights hereunder, hereby irrevocably constituting and appointing [●] as attorney to transfer such nominal amount of this Note in the register maintained by [●] with full power of substitution.

Signature(s) .....

.....

Date: .....

NB:This form of transfer must be accompanied by such documents, evidence and information as may be required pursuant to the Conditions and must be executed under the hand of the transferor or, if the transferor is a corporation, either under its common seal or under the hand of two of its officers duly authorised in writing and, in such latter case, the document so authorising such officers must be delivered with this form of transfer.

Schedule 5 Form of Global Certificate

NO OFFSHORE ASSOCIATE OF THE ISSUER (AS DEFINED BELOW) MAY (DIRECTLY OR INDIRECTLY) ACQUIRE THIS NOTE OR ANY INTEREST IN OR RIGHT IN RESPECT OF THIS NOTE (OTHER THAN AN OFFSHORE ASSOCIATE WHO ACQUIRES THIS NOTE OR SUCH INTEREST OR RIGHT IN THE CAPACITY OF A DEALER, MANAGER OR UNDERWRITER IN RELATION TO THE PLACEMENT OF THE NOTE, INTEREST OR RIGHT, OR A CLEARING HOUSE, CUSTODIAN, FUNDS MANAGER OR RESPONSIBLE ENTITY OF A REGISTERED SCHEME WITHIN THE MEANING OF THE CORPORATIONS ACT 2001 OF AUSTRALIA).

"**OFFSHORE ASSOCIATE**" MEANS AN ASSOCIATE (AS DEFINED IN SECTION 128F OF THE INCOME TAX ASSESSMENT ACT 1936 (THE "TAX ACT", WHICH TERM INCLUDES ANY SUCCESSOR LEGISLATION)) OF THE ISSUER THAT IS EITHER A NON-RESIDENT OF THE COMMONWEALTH OF AUSTRALIA WHICH DOES NOT ACQUIRE THE NOTES IN CARRYING ON A BUSINESS AT OR THROUGH A PERMANENT ESTABLISHMENT IN AUSTRALIA OR, ALTERNATIVELY, A RESIDENT OF AUSTRALIA THAT ACQUIRES THE NOTES IN CARRYING ON BUSINESS AT OR THROUGH A PERMANENT ESTABLISHMENT OUTSIDE OF AUSTRALIA.

EACH PERSON WHO SO ACQUIRES THIS NOTE OR SUCH INTEREST OR RIGHT IS TAKEN TO HAVE WARRANTED IN FAVOUR OF THE ISSUER THAT THE PERSON IS NOT AN OFFSHORE ASSOCIATE.

ANY OFFSHORE ASSOCIATE WHO SO ACQUIRES THIS NOTE OR ANY INTEREST OR RIGHT IN RESPECT OF THIS NOTE MAY BE SUBJECT TO AUSTRALIAN WITHHOLDING TAX AND, IF SO, WILL NOT BE ENTITLED TO RECEIVE ANY PAYMENT OF ADDITIONAL AMOUNTS FROM THE ISSUER IN RESPECT OF ANY AMOUNT DEDUCTED BY THE BANK ON ACCOUNT OF SUCH TAX FROM AMOUNTS PAYABLE UNDER OR IN RESPECT OF THIS NOTE.

Telstra Corporation Limited

(ABN 33 051 775 556)

Debt Issuance Program

[*currency*] [*amount*] Notes due [*maturity*]*

GLOBAL CERTIFICATE

Global Certificate Number:	[●]
Registered Holder:	[●]/[Hong Kong Monetary Authority in its capacity as operator of the Central Moneymarkets Unit Service]
Address of Registered Holder:	[●]
Nominal amount of Notes represented by this Global Certificate:	[●]
[CMU Instrument Number	[●]]

1 Introduction

1.1 The Notes

This Global Certificate is issued in respect of the nominal amount specified above of the Notes (the "**Notes**") of the Tranche and Series specified in the Appendix hereto of Telstra Corporation Limited (ABN 33 051 775 556) ("**Issuer**"). This Global Certificate certifies that the Registered Holder (as defined above) is registered as the holder of such nominal amount of the Notes at the date hereof.

The Notes have the benefit of the deed of covenant dated 12 October 2006 and/or on or about 12 March 2015 ("**Deed of Covenant**") executed by the Issuer and are the subject of the euro fiscal agency agreement dated 31 October 2001 as amended and restated on 15 October 2002, supplemented on 14 November 2003 and amended on 23 September 2005, 12 October 2006, 24 October 2011, 5 October 2012, 7 October 2013 and on or about 12 March 2015 (as further supplemented and/or amended and/or restated as at the Issue Date, the "**Agency Agreement**") made between the Issuer, Deutsche Bank AG, London Branch as fiscal agent ("**Fiscal Agent**", which expression includes any successor fiscal agent appointed from time to time in connection with the Notes), Deutsche Bank AG, Hong Kong Branch as CMU lodging agent ("**CMU Lodging Agent**", which expression includes any successor CMU lodging agent appointed from time to time in connection with the Notes) and the other paying agent named it (together with the Fiscal Agent and the CMU Lodging Agent, the "**Paying Agents**", which expression includes any additional or successor paying agents appointed from time to time in connection with the Notes).

1.2 Interpretation and Definitions

References in this Global Certificate to the "Conditions" are to the Terms and Conditions applicable to the Notes (as defined in the Agency Agreement) between, among others, the Issuer, Deutsche Bank AG, London Branch as Fiscal Agent and the other Agents named in it, as such form is supplemented and/or modified and/or superseded by the provisions of this Global Certificate (as completed or, as the case may be, completed, amended and/or supplemented by the Pricing Supplement set out in the Appendix hereto), which in the event of any conflict shall prevail).

Other capitalised terms used in this Global Certificate shall have the meanings given to them in the Conditions or the Agency Agreement.

2 Promise to Pay

The Issuer, for value received, promises to pay to the holder of the Notes represented by this Global Certificate upon presentation and (when no further payment is due in respect of the Notes represented by this Global Certificate) surrender of this Global Certificate on the Maturity Date (or on such date as the Redemption Amount may become payable in accordance with the Conditions) the Redemption Amount in respect of the Notes represented by this Global Certificate and (unless the Notes represented by this Certificate do not bear interest) to pay interest in respect of such Notes from the Interest Commencement Date in arrear at the rates, in the amounts and on the dates for payment provided for in the Conditions together with such other sums and additional amounts (if any) as may be payable under the Conditions, in accordance with the Conditions.

For the purposes of this Global Certificate, (a) the holder of the Notes represented by this Global Certificate is bound by the provisions of the Agency Agreement, (b) the Issuer certifies that the Registered Holder is, at the date hereof, entered in the Register as the holder of the Notes represented by this Global Certificate, (c) this Global Certificate is evidence of entitlement only, (d) title to the Notes represented by this Global Certificate passes only on due registration on the Register, and (e) only the holder of the Notes represented by this Global Certificate is entitled to payments in respect of the Notes represented by this Global Certificate.

[Notwithstanding the provisions of the preceding paragraph, payment of interest or principal by the CMU Lodging Agent to the person for whose account a relevant interest in this Global Certificate is credited as being held by the CMU at the relevant time as notified to the CMU Lodging Agent by the CMU in a relevant CMU Instrument Position Report or any other relevant notification by the CMU shall discharge the obligations of the Issuer in respect of that payment. For these purposes, a notification from the CMU shall be conclusive evidence of the records of the CMU (save in the case of manifest error). Save in the case of final payment, no presentation of this Global Certificate shall be required for such purpose.]

*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.*

3 Exchange of Notes Represented by Global Certificates

[So long as the Notes are represented by this Global Certificate and this Global Certificate is held by a sub-custodian of the CMU, transfers of beneficial interests in this Global Certificate will be effected only through records maintained by CMU and its participants in accordance with the rules and operating procedures of CMU and its participants.]

If the Appendix hereto states that the Notes are to be represented by a Global Certificate on issue, exchanges of the holding of Notes represented by this Global Certificate for certificates in definitive form may only be made in part:

(a) **(upon notice)** on the expiry of such period of notice as may be specified in the Pricing Supplement; or

(b) **(in limited circumstances)** if the Pricing Supplement specifies “in the limited circumstances described in the Global Certificate”, then if either of the following events occurs:

(i) **(closure of clearing systems)** Euroclear, Clearstream, Luxembourg or the CMU or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or

(ii) **(event of default)** any of the circumstances described in Condition 27.1 ("Event of Default") occurs,

provided that, in the case of the first exchange of part of a holding pursuant to (b) above, the holder of the Notes represented by this Global Certificate has given the Registrar not less than 30 days' notice at its specified office of such holder's intention to effect such exchange. Where the holding of Notes represented by this Global Certificate is only exchangeable in its entirety, the Certificate issued to the holder upon exchange of such holding shall be a definitive Certificate. Where exchanges are permitted in part, Certificates issued to the holders of the Notes shall not be Global Certificates unless the holder so requests and certifies to the Registrar that it is, or is acting as a nominee for, Clearstream, Luxembourg, Euroclear, the CMU and/or an Alternative Clearing System.

4 Meetings

The holder of the Notes represented by this Global Certificate shall (unless this Global Certificate represents only one Note) be treated as two persons for the purposes of any quorum requirements of a meeting of Noteholders.

5 Delivery of definitive Certificates

Whenever this Global Certificate is to be exchanged for an interest in definitive Certificates, the Issuer undertakes to procure the prompt delivery (free of charge to the registered holder) of such definitive Certificates duly authenticated (and if so specified in the Pricing Supplement) in an aggregate principal amount equal to the principal amount of this Global Certificate to the registered holder of the Notes represented by this Global Certificate against the surrender of this Global Certificate of the specified office of the [Fiscal Agent/CMU Lodging Agent] within 30 days of the registered holder requesting such exchange.

6 Failure to Deliver definitive Certificates or to Repay

The holder hereof may from time to time exercise the right to declare the Notes represented by this Global Certificate due and payable following an Event of Default in accordance with the Conditions by stating in a notice given to the [Fiscal Agent] the nominal amount of the Notes (which may be less than the outstanding nominal amount hereof) to which such notice relates.

If:

(a) **(failure to deliver definitive Certificates)** definitive Certificates have not been delivered in accordance with paragraph 5 ("Delivery of definitive Certificates") above by 5:00 p.m. (Local Time) on the thirtieth day after the registered holder has requested exchange of this Global Certificate for definitive Certificates; or

(b) **(payment default)** this Global Certificate (or any part hereof) has become due and payable in accordance with the Conditions or the date for final redemption of this Global Certificate has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the registered holder in accordance with the terms of this Global Certificate on the due date for payment,

then this Global Certificate (including the obligation to deliver definitive Certificates) will become void at 5:00 p.m. (Local Time) on such thirtieth day (in the case of paragraph (a) (Failure to deliver definitive Certificates)) or at 5:00 p.m. (Local Time) on such due date (in the case of paragraph (b) (Payment default)) and the registered holder of the Notes represented by this Global Certificate will have no further rights hereunder (but without prejudice to the rights which the registered holder of the Notes represented by this Global Certificate or others may have under the Deed of Covenant). The Deed of Covenant has been deposited at the specified office of the [Fiscal Agent/CMU Lodging Agent] and a copy of it may be inspected at the specified office of each Paying Agent.

7 Payments

All payments in respect of this Global Certificate shall be made against presentation and (in the case of payment of principal of the Notes in full with all interest accrued on the Notes) surrender of this Global Certificate at the specified office of any Paying Agent and shall be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Notes.

8 Conditions Apply

Until this Global Certificate has been exchanged as provided herein or cancelled in accordance with the Agency Agreement or has otherwise become void in accordance with its terms, the registered holder of the Notes represented by this Global Certificate is subject to the Conditions and, subject as otherwise provided herein, is entitled to the same rights and benefits under the Conditions as if the registered holder of the Notes represented by this Global Certificate were the registered holder of definitive Certificates in an aggregate principal amount equal to the principal amount of this Global Certificate.

9 Exercise of Put Option

In order to exercise the option contained in Condition 18.4 ("Early redemption at the option of Noteholders (investor put)") ("**Put Option**"), the registered holder of the Notes represented by this Global Certificate must, within the period specified in the Conditions for the deposit of the relevant Note and Put Option Notice, give written notice of such exercise to the [Fiscal Agent/CMU Lodging Agent] specifying the principal amount of Notes in respect of which the Put Option is being exercised. Any such notice shall be irrevocable and may not be withdrawn.

10 Exercise of Call Option

In connection with an exercise of the option contained in Condition 18.3 ("Early redemption at the option of the Issuer (issuer call)") in relation to some only of the Notes, this Global Certificate may be redeemed in part in the principal amount specified by the Issuer in accordance with the Conditions and the Notes to be redeemed will not be selected as provided in the Conditions.

11 Notices

While all the Notes are represented by this Global Certificate and this Global Certificate is [deposited with a common depositary for Euroclear, Clearstream, Luxembourg or any other relevant clearing system / held on behalf of the CMU], notices to Noteholders may be given by delivery of the relevant notice to [Euroclear, Clearstream, Luxembourg / the persons shown in a CMU Instrument Position Report issued by the CMU on the business day preceding the date of dispatch of such notice as holding interests in this Global Certificate] or any other clearing system, as the case may be, rather than by publication as required by the Conditions, [and any such notice shall be deemed to have been given to the Noteholders on the second business day after the day on which such notice is delivered to the persons shown in the CMU Instrument Position Report], provided, however, so long as the Notes are listed on a Stock Exchange or with a Listing Authority and the relevant Listing Rules so require, notices will also be published in a leading newspaper having general circulation in [the United Kingdom (which is expected to be the Financial Times) / [*other applicable jurisdiction*]].

12 Contract (Rights of Third Parties) Act 1999

The Conditions do not confer a right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Global Certificate, but this does not affect any rights or remedy which exist apart from that Act.

13 Authentication

This Global Certificate shall not become valid for any purpose until authenticated by or on behalf of the Registrar.

14 Governing Law

This Global Certificate and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law.

IN WITNESS whereof the Issuer has caused this Global Certificate to be signed on its behalf.

Dated as of the Issue Date.

TELSTRA CORPORATION LIMITED

By: ……

Certificate of Authentication

This Global Certificate is authenticated without recourse, warranty or liability by or on behalf of the Registrar

For and on behalf of Deutsche Bank Luxembourg S.A. as Registrar

.....
Authorised Person
For the purposes of authentication only

.....
Authorised Person
For the purposes of authentication only

FORM OF TRANSFER

For value received the undersigned transfers to ……

……

……..……... (PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF TRANSFEREE)

[ ] nominal amount of the Notes represented by this Global Certificate, and all rights under them.

Dated .....

Signed ..... Certifying Signature

Notes:

The signature of the person effecting a transfer shall conform to a list of duly authorised specimen signatures supplied by the holder of the Notes represented by this Global Certificate or (if such signature corresponds with the name as it appears on the face of this Global Certificate) be certified by a notary public or a recognised bank or be supported by such other evidence as the Registrar may reasonably require.

A representative of the Noteholder should state the capacity in which he signs e.g. executor.

APPENDIX

[*Pricing Supplement to be attached*]

Euro Fiscal Agency Agreement

Schedule 6 Provisions for Meetings of Noteholders

1 Definitions

1.1 Definitions and interpretation

As used in this schedule, the following expressions have the following meanings unless the context otherwise requires:

Block Voting Instruction means a dated document in the English language issued by the Fiscal Agent, a Paying Agent or, as applicable, the CMU Lodging Agent in which:

(a) it is certified that relevant Notes (not being Notes in respect of which a Voting Certificate has been issued and is outstanding in respect of the meeting specified in such Block Voting Instruction or any adjournment of that meeting) have been deposited with the Fiscal Agent or, as applicable, the CMU Lodging Agent or such Paying Agent (or to its order at a bank or other depositary) and that no such Notes will be released until the first to occur of:

(i) the conclusion of that meeting or any adjournment of that meeting; and

(ii) the surrender, not less than 48 hours before the time for which that meeting or adjournment of that meeting is to be convened, of the receipt for each such deposited Note which is to be released to the Fiscal Agent or, as applicable, the CMU Lodging Agent or such Paying Agent which issued such receipt, coupled with notice thereof being given by the Fiscal Agent or, as applicable, the CMU Lodging Agent or such Paying Agent to the Issuer;

(b) it is certified that each depositor of such Notes or a duly authorised agent on his or its behalf has instructed the Fiscal Agent or, as applicable, the CMU Lodging Agent or such Paying Agent that the vote(s) attributable to his or its Notes so deposited should be cast in a particular way in relation to the resolution or resolutions to be put to that meeting or any adjournment of that meeting and that all such instructions are, during the period of 48 hours prior to the time for which that meeting or adjourned meeting is convened, neither revocable nor subject to amendment;

(c) the total number and the series and serial numbers on the Notes so deposited are listed, distinguishing, with regard to each resolution, between those in respect of which instructions have been given under paragraph (b) that the votes attributable to those Notes should be cast in favour of the resolution and those in respect of which instructions have been so given that the votes attributable to those Notes should be cast against the resolution; and

(d) any Proxy named in such document is authorised and instructed by the Fiscal Agent, the Paying Agent or, as applicable, the CMU Lodging

Agent to cast the votes attributable to the Notes so listed in accordance with the instructions referred to in paragraph (c) as set out in such document.

Extraordinary Resolution means a resolution passed at a meeting of the Noteholders duly convened and held in accordance with the provisions contained in this schedule by a majority consisting of not less than 75% of the votes cast on the resolution.

Proxy means a person named as such in a Block Voting Instruction or otherwise appointed by a Noteholder to vote on behalf of that Noteholder at any meeting.

Voting Certificate means a dated certificate in the English language issued by the Fiscal Agent or a Paying Agent or, as applicable, the CMU Lodging Agent in which it is stated:

(a) that on the date of such certificate, relevant Notes (not being Notes in respect of which a Block Voting Instruction has been issued and is outstanding in respect of the meeting specified in such Voting Certificate or any adjournment of that meeting) bearing specified series and serial numbers were deposited with the Fiscal Agent or, as applicable, the CMU Lodging Agent or Paying Agent (or to its order at a bank or other depositary) and that the relevant Notes will not be released until the first to occur of:

(i) the conclusion of the meeting specified in such certificate or any adjournment of that meeting; and

(ii) the surrender of the Voting Certificate to the Fiscal Agent or such Paying Agent which issued the same; and

(b) that the bearer of such certificate is entitled to attend and vote at that meeting or any adjournment of that meeting in respect of the Notes represented by such certificate.

1.2 Validity

(a) A holder of a Note in bearer form may obtain a Voting Certificate from the Fiscal Agent, a Paying Agent or, as applicable, the CMU Lodging Agent or require the Fiscal Agent, a Paying Agent or, as applicable, the CMU Lodging Agent to issue a Block Voting Instruction by depositing his Note with the Fiscal Agent, that Paying Agent or, as applicable, the CMU Lodging Agent not later than 48 hours before the time fixed for any meeting. Each Voting Certificate and Block Voting Instruction shall be valid for so long as the relevant Notes shall not be released (as set out in the relevant definition in paragraph 1.1) and during the validity of such Voting Certificate or Block Voting Instruction the holder of such Voting Certificate or (as the case may be) the Proxy named in such Block Voting Instruction shall, for all purposes in connection with any meeting of Noteholders, be deemed to be the Noteholder of the Notes to which such Voting Certificate or Block Voting Instruction relates and the Fiscal Agent, the Paying Agent or, as applicable, the CMU Lodging Agent with which (or to the order of which) such Notes have been deposited shall be deemed for such purposes not to be the Noteholder of those Notes.

(b)

(i) A holder of a Registered Euro/CMU Note may by an instrument in writing (a "**form of proxy**") in the form available from the specified office of the Registrar in the English language signed by the holder or, in the case of a corporation, executed under its

common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation and delivered to the Registrar not later than 24 hours before the time fixed for any meeting, appoint any person (a "**proxy**") to act on his or its behalf in connection with any meeting or proposed meeting of Noteholders.

(ii) Any holder of a Registered Euro/CMU Note which is a corporation may by delivering to the Registrar not later than 24 hours before the time fixed for any meeting a resolution of its directors or other governing body in the English language authorise any person to act as its representative (a "**representative**") in connection with any meeting or proposed meeting of Noteholders.

(iii) Any proxy appointed pursuant to sub-paragraph (a) above or representative appointed pursuant to sub-paragraph (b) above shall so long as such appointment remains in force be deemed, for all purposes in connection with any meeting or proposed meeting of Noteholders specified in such appointment, to be the holder of the Registered Euro/CMU Notes to which such appointment relates and the holder of the Registered Euro/CMU Notes shall be deemed for such purposes not to be the holder.

2 Who may convene meetings

The Issuer at any time may, and upon request in writing from Noteholders holding not less than ten per cent. of the principal amount of the relevant Notes for the time being outstanding shall, convene a meeting of the relevant Noteholders.

3 Notification of meetings

At least 21 days' notice (exclusive of the day on which the notice is given and of the day on which the meeting is held) specifying the day, time and place of meeting shall be given to the relevant Noteholders. Such notice must be given in the manner provided in the Conditions and shall specify the terms of the resolutions to be proposed and shall include statements to the effect that Notes may be deposited with (or to the order of) the Fiscal Agent or, as applicable, the CMU Lodging Agent or any Paying Agent for the purpose of obtaining Voting Certificates or Block Voting Instructions (and appointing Proxies) until 48 hours before the time fixed for the meeting but not thereafter and that the holders of Registered Euro/CMU Notes may appoint proxies by executing and delivering a form of proxy in the English language to the specified office of the Registrar not later than 24 hours before the time fixed for the meeting or, in the case of corporations, may appoint representatives by resolution in the English language of their directors or other governing body and by delivering an executed copy of such resolutions to the Registrar not later than 24 hours before the time fixed for the meeting. The accidental omission to give notice to, or the non-receipt of notice by, any Noteholder does not invalidate the proceedings of any meeting.

4 Chairman

A person (who may, but need not, be a relevant Noteholder) nominated in writing by the Issuer shall be entitled to take the chair at every such meeting but if no such nomination is made or if at any meeting the person nominated shall not be present within 15 minutes after the time appointed for the holding of such meeting the relevant Noteholders present shall choose one of their number to be

chairman and, failing such nomination, the Issuer may appoint a chairman (who may, but need not, be a relevant Noteholder). The chairman of an adjourned meeting need not be the same person as was chairman of the original meeting.

5 Quorum

(a) At any such meeting any two or more persons present in person holding relevant Notes or Voting Certificates or Block Voting Instructions or being Proxies or representatives holding or representing in the aggregate at least 10% in principal amount of the relevant Notes for the time being outstanding shall form a quorum for the transaction of business and no business (other than the choosing of a chairman) shall be transacted at any meeting unless the requisite quorum be present at the commencement of business. The quorum at any such meeting for passing an Extraordinary Resolution shall (subject as provided below) be two or more persons present in person holding Notes or Voting Certificates or Block Voting Instructions or being Proxies or representatives and holding or representing in the aggregate at least a clear majority in principal amount of the relevant Notes for the time being outstanding provided that at any meeting the business of which includes any of the matters specified in the proviso to paragraph 13 the quorum shall be two or more persons present in person holding Notes or Voting Certificates or Block Voting Instructions or being Proxies or representatives and holding or representing in the aggregate not less than 75% in principal amount of the relevant Notes for the time being outstanding. For the purpose of this Schedule, when all the relevant Notes for the time being outstanding are represented by or comprised in a single Global Note, the holder of such Global Note shall be treated as two persons for the purposes of any quorum requirements of a meeting of the relevant Noteholders.

(b) If within half an hour from the time appointed for any such meeting a quorum is not present the meeting shall, if convened upon the requisition of Noteholders, be dissolved. In any other case it shall stand adjourned (unless the Issuer agrees that it be dissolved) for such period, being not less than 21 days nor more than 42 days (in each case exclusive of the day on which the meeting is held and the day on which the adjourned meeting is to be held) and to such time and place, as may be appointed by the chairman. At such adjourned meeting two or more persons present in person holding relevant Notes or Voting Certificates or Block Voting Instructions or being Proxies or representatives (whatever the principal amount of the relevant Notes so held or represented by them) shall form a quorum and shall have the power to pass any resolution and to decide upon all matters which could properly have been dealt with at the meeting from which the adjournment took place had a quorum been present at such meeting provided that the quorum at any adjourned meeting at which is to be proposed an Extraordinary Resolution for the purpose of effecting any of the modifications specified in the proviso to paragraph 13 shall be two or more persons present holding relevant Notes or Voting Certificates or Block Voting Instructions or being Proxies or representatives and holding or representing in the aggregate not less than 50% in principal amount of the relevant Notes for the time being outstanding.

6 Adjournment

The chairman may with the consent of (and shall if directed by) any meeting adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting except business which might

lawfully have been transacted at the meeting from which the adjournment took place.

7 Notice of adjourned meeting

At least ten days' notice (exclusive of the day on which the notice is given and the day on which the adjourned meeting is to be held) of any meeting adjourned through want of a quorum shall be given in the same manner as of an original meeting and such notice shall state the quorum required at such adjourned meeting. Otherwise, it is not necessary to give any notice of an adjourned meeting.

8 Resolution by show of hands

(a) Every question submitted to a meeting shall be decided in the first instance by a show of hands and in the case of equality of votes the chairman shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes (if any) to which he may be entitled as a relevant Noteholder or as a holder of a Voting Certificate or Block Voting Instruction or as a Proxy or representative.

(b) At any meeting, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman or the Issuer or by one or more persons holding one or more of the relevant Notes or Voting Certificates or Block Voting Instructions or being Proxies or representatives representing in the aggregate not less than two per cent. of the principal amount of the relevant Notes for the time being outstanding, a declaration by the chairman that a resolution has been carried or carried by a particular majority or lost or not carried by any particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

9 Poll

(a) If at any meeting a poll is demanded, it shall be taken in such manner and (subject to the provisions of this schedule) either at once or after such an adjournment as the chairman directs and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

(b) Any poll demanded at any meeting on the election of a chairman or on any question of adjournment shall be taken at the meeting without adjournment.

10 Entitlement to attend

The Issuer (through its representatives) and its respective financial and legal advisers shall be entitled to attend and speak at any meeting of the relevant Noteholders. No other person shall be entitled to attend or vote at any meeting of the relevant Noteholders or to join with others in requesting the convening of such a meeting unless he produces the relevant Note or Notes of which he is the holder, a Voting Certificate, a Block Voting Instruction naming him as Proxy or evidence of his appointment as a representative of a Noteholder. The Issuer is

not entitled to vote in respect of relevant Notes beneficially held by it or on its behalf but this shall not prevent any Proxy named in any Block Voting Instruction from being a director, officer or representative of, or otherwise connected with, the Issuer or any of its subsidiaries or associated companies.

11 Voting rights

(a) Except as provided in paragraph 10 above, at any such meeting:

(i) on a show of hands every person who is present in person and produces a relevant Note, a Voting Certificate, a Block Voting Instruction naming him as a Proxy or is otherwise appointed as a Proxy shall have one vote; and

(ii) on a poll every person who is so present shall have one vote in respect of each principal amount of Notes which is equal to the minimum authorised denomination for such Notes, so produced or represented by the Voting Certificate so produced or in respect of which he is a Proxy or in respect of which he is a representative. Without prejudice to the obligations of the Proxies named in any Block Voting Instruction, any person entitled to more than one vote need not use all his votes or cast all the votes to which he is entitled in the same way.

(b) A Proxy or representative need not be a relevant Noteholder and may be an officer, employee, representative of or otherwise connected with the Issuer.

12 Proxies

(a) Each Block Voting Instruction, together (if so required by the Agents) with proof satisfactory to the relevant Agent of its due execution on behalf of the Fiscal Agent or, as applicable, the CMU Lodging Agent or Paying Agent, shall be deposited at the specified office of the Issuer or at such other place as the relevant Agent or, as applicable, the CMU Lodging Agent shall designate or approve not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the Proxy named in the Block Voting Instruction proposes to vote and in default the Block Voting Instruction shall not be treated as valid unless the chairman of the meeting decides otherwise before such meeting or adjourned meeting proceeds to business. Unless otherwise agreed by the relevant Agent, a notarially certified copy of each such Block Voting Instruction and such satisfactory proof (if applicable) shall be deposited with the relevant Agent before the commencement of the meeting or adjourned meeting but the relevant Agent shall not thereby be obliged to investigate or be concerned with the validity of, or the authority of the Proxy named in, any such Block Voting Instruction.

(b) Any vote given in accordance with the terms of a Block Voting Instruction shall be valid despite the previous revocation or amendment of the Block Voting Instruction or of any of the relevant Noteholders' instructions pursuant to which it was executed, provided that no intimation in writing of such revocation or amendment shall have been received from the relevant Agent by the Issuer at the specified office of the Issuer or by the chairman of the meeting, in each case not less than 48 hours before the commencement of the meeting or adjourned meeting at which the Block Voting Instruction is intended to be used.

13 Powers exercisable by Extraordinary Resolution

A meeting of the relevant Noteholders shall, subject to the provisions contained in the Conditions, in addition to the powers set out in this schedule, but without prejudice to any powers conferred on other persons by this schedule, have the following powers exercisable by Extraordinary Resolution namely:

(a) to sanction any proposal by the Issuer for any modification, abrogation, variation, compromise of, or arrangement in respect of, the rights of the relevant Noteholders, Couponholders and Talonholders in respect of the Notes of the relevant Series or any of them against the Issuer whether such rights shall arise under the Notes, Receipts, Coupons or Talons or otherwise;

(b) to sanction the exchange or substitution for the Notes of the relevant Series of, or the conversion of such Notes into shares or bonds, or other obligations or securities of the Issuer or any other body corporate formed or to be formed;

(c) to assent to any modification or alteration of the provisions contained in the Notes, Receipts, Coupons or Talons of the relevant Series or this agreement which shall be proposed by the Issuer or any Noteholder;

(d) to waive or authorise any breach or proposed breach by the Issuer of any of its obligations under this agreement or the Notes, Receipts, Coupons or Talons of the relevant Series, or determine that any act or admission which might otherwise constitute an Event of Default under the Notes of the relevant Series shall not be treated as such;

(e) to authorise any person to concur in and do anything necessary to carry out and give effect to an Extraordinary Resolution;

(f) to give any authority, direction or sanction which under this agreement or the Notes of the relevant Series is required to be given by Extraordinary Resolution;

(g) to appoint any persons (whether relevant Noteholders or not) as a committee or committees to represent the interests of the Noteholders of Notes of the relevant Series and to confer upon such committee or committees any powers or discretions which such Noteholders could themselves exercise by Extraordinary Resolution,

provided that the special quorum provisions contained in paragraphs 5(a) and 5(b) and, in the case of any adjourned meeting, the proviso to paragraph 5(b) shall apply in relation to any Extraordinary Resolution for the purpose of any of the proposals listed in Condition 27 or any amendment to this proviso.

14 Binding effect of resolutions

A resolution passed at a meeting of the relevant Noteholders duly convened and held in accordance with this schedule is binding upon all the relevant Noteholders, whether present or not present and whether or not voting at such meeting, and upon all the relevant Couponholders and Talonholders and each of the relevant Noteholders, Couponholders and Talonholders shall be bound to give effect thereto accordingly. The passing of any such resolution shall be conclusive evidence that the circumstances of such resolution justify the passing of it.

15 Minutes

Minutes of all resolutions and proceedings at every such meeting shall be made and duly entered in books to be from time to time provided for that purpose on behalf of the Issuer and any such minutes, if purporting to be signed by the chairman of the meeting at which such resolutions were passed or proceedings transacted or by the chairman of the next succeeding meeting of the relevant Noteholders, shall be conclusive evidence of the matters referred to in the minutes and until the contrary is proved every such meeting in respect of the proceedings of which minutes have been made and signed by the chairman shall be deemed to have been duly held and convened and all resolutions passed or proceedings transacted thereat to have been duly passed and transacted.

16 Classes of Noteholders

If and whenever the Issuer shall have issued and have outstanding any Notes which do not form one single Series then the foregoing provisions of this schedule shall have effect subject to the following modifications:

(a) a resolution which affects one Series only of the Notes shall be deemed to have been duly passed if passed at a separate meeting of the holders of the Notes of that Series;

(b) a resolution which affects more than one Series of the Notes but does not give rise to a conflict of interest between the holders of Notes of any of the Series so affected shall be deemed to have been duly passed if passed at a single meeting of the holders of the Notes of all the Series so affected;

(c) a resolution which affects more than one Series of the Notes and gives or may give rise to a conflict of interest between the holders of the Notes of any of the Series so affected shall be deemed to have been duly passed only if it shall be duly passed at separate meetings of the holders of the Notes of each Series so affected; and

(d) to all such meetings as aforesaid all the preceding provisions of this schedule shall mutatis mutandis apply as though references therein to Notes and Noteholders were references to the Notes of the Series in question and to the holders of such Notes, respectively.

The Issuer may rely on, and the Noteholders are bound by, a legal opinion from a leading law firm in the United Kingdom to the effect that a resolution affects one Series only or, if it affects more than one Series, does not give rise to a conflict of interest, for the purposes of determining the meeting or meetings which need to be held for the purposes of this paragraph 16.

17 Signed resolution

A resolution is passed:

(a) where within one month from the Notification Date, Noteholders representing more than 50% of the principal amount of Notes for the time being outstanding as at the Notification Date have signed the resolution; or

(b) if it is an Extraordinary Resolution, where within one month from the Notification Date stated in the copies of the resolution sent for that purpose to Noteholders, Noteholders representing at least 75% of the

principal amount of Notes for the time being outstanding as at the Notification Date have signed the resolution,

and any such resolution is deemed to have been passed on the date on which the last Noteholder whose signature on the resolution caused it to be so passed signed it (as evidenced on its face).

The accidental omission to give a copy of the resolution to, or the non-receipt of such a copy by, any Noteholder does not invalidate a resolution in writing made pursuant to paragraph 17.

A resolution in writing signed by Noteholders may be contained in one document or in several documents in like form each signed by one or more Noteholders.

For the purpose of this paragraph 17, "**Notification Date**" means the date stated in the copies of the resolution to be made in writing sent for that purpose to Noteholders, which must be no later than the date on which such resolution is first notified to Noteholders in the manner provided in the Conditions.

Euro Fiscal Agency Agreement

Schedule 7 Form of Redemption Notice

TELSTRA CORPORATION LIMITED
(Australia Business Number 33 051 775 556)

[Currency and Principal Amount of Series]
NOTES DUE
[Maturity Date]

By depositing this duly completed Notice with any Agent for the above Notes (the "**Notes**") the undersigned holder of such of the Notes with this Notice and referred to below irrevocably exercises its option to have such Notes redeemed on [ ] under Condition 16.4 ("Early redemption of the option of Noteholders (investor put)") of the Notes.

This Notice relates to Notes in the aggregate principal amount of [ ] in the case of Definitive Notes bearing the following serial numbers:

[ ]

If the Notes referred to above are to be returned to the undersigned under clause 7.5 ("Redemption of Notes") of the Euro Fiscal Agency Agreement if not tendered by or on behalf of Euroclear, Clearstream, Luxembourg or the CMU or other clearing system, they should be returned by post to:

[ ]

Terms used in this Notice have the meaning given to them in the Conditions of the Notes.

Payment Instructions

Please make payment in respect of the abovementioned Notes as follows:-

*(a) by [currency] cheque drawn on a bank in the place of payment determined in accordance with the Conditions mailed to the above address.

*(b) by transfer to the following [currency] account in the place of payment determined in accordance with the Conditions.

*(c) by transfer to the following [Euroclear/Clearstream, Luxembourg/CMU/other clearing system] account:

Bank: .....

Branch Address: .....

.....

Branch Code: .....

Account Number: .....

Clearing System: .....

Signature of holder: .....

[To be completed by recipient Agent]

Received by: .....

[Signature and stamp of Agent]

At its office at: .....

On: .....

Notes

(1) The Agency Agreement provides that Notes so returned will be sent by post, uninsured and at the risk of the Noteholder, unless the Noteholder otherwise requests and pays the costs of such insurance in advance to the relevant Agent.

(2) This Redemption Notice is not valid unless all of the paragraphs requiring completion are duly completed.

(3) The Agent with whom the abovementioned Notes are deposited will not in any circumstances be liable to the depositing Noteholder or any other person for any loss or damage arising from any act, default or omission of such Agent in relation to the said Notes or any of them unless such loss or damage was caused by the fraud, misconduct, default, omission or negligence of such Agent or its directors, officers or employees.

Euro Fiscal Agency Agreement

Schedule 8 Form of Calculation Agency Agreement

Calculation Agency Agreement

Date:

Parties: **TELSTRA CORPORATION LIMITED** (ABN 33 051 775 556) of [ ] ("**Issuer**")
[NAME] of [address] **("Calculation Agent")**

Recitals:

A The Issuer has established the Program for the issuance of Notes pursuant to the Program Documents.

B. The Calculation Agent has agreed to act as calculation agent in respect of the Relevant Notes on the terms set out in this agreement.

Operative provisions:

1 Definitions

In this agreement, capitalised words and expressions used but not defined have the meaning given to them in the Agency Agreement or, to the extent not inconsistent with such agreement, the Conditions referred to in that agreement.

Agency Agreement means the euro fiscal agency agreement dated 31 October 2001 as amended and restated on 15 October 2002, supplemented on 14 November 2003 and amended on 23 September 2005, 12 October 2006, 24 October 2011, 5 October 2012, 7 October 2013 and on or about 12 March 2015 between the Issuer, Deutsche Bank AG, London Branch, Deutsche Bank Luxembourg S.A. and Deutsche Bank AG, Hong Kong Branch.

2 Appointment of the Calculation Agent

The Issuer hereby appoints [ ] as Calculation Agent in respect of each Series of Notes described in schedule 1 ("**Relevant Notes**") for the purposes set out in clause 3 below, all upon the provisions of this agreement. The agreement of the parties hereto that this agreement is to apply to each Series of Relevant Notes shall be evidenced by the manuscript annotation and signature in counterpart of schedule 1.

3 Duties of Calculation Agent

The Calculation Agent shall in relation to each Series of Relevant Notes perform all the functions and duties imposed on the Calculation Agent by the terms and conditions of the Relevant Notes ("**Conditions**") including endorsing schedule 1 appropriately in relation to each Series of Relevant Notes and as are specifically

set out in this agreement, the Agency Agreement and the Conditions, and such duties as are reasonably incidental to them, and no implied duties or obligations shall be read into this agreement, the Agency Agreement or the Conditions against the Calculation Agent, except as required by law.

4 Expenses

[To be agreed at the time of appointment.]

5 Indemnities

5.1 Indemnity by Issuer

The Issuer shall indemnify the Calculation Agent against any losses, liabilities, costs, claims, actions, demands or expenses (including, but not limited to, all reasonable costs, legal fees, charges and expenses paid or incurred in disputing or defending any of the foregoing) which it may incur or which may be made against it as a result of or in connection with its appointment or the exercise of its powers and duties under this agreement except such as may result from its own default, fraud, negligence, omission or misconduct or that of its officers, directors or employees or the breach by it of the terms of this agreement.

5.2 Indemnity by Calculation Agent

The Calculation Agent shall indemnify the Issuer against any losses, liabilities, costs, claims, actions, demands or expenses (including, but not limited to, all reasonable costs, legal fees, charges and expenses paid or incurred in disputing or defending any of the foregoing) which it may incur or which may be made against it as a result of or in connection with its appointment for the exercise of its powers and duties under this agreement except such as may result from its own default, fraud, negligence, omission or misconduct or that of its officers, directors or employees or the breach by it of the terms of this agreement.

6 Conditions of appointment

6.1 No agency or trust

In acting hereunder and in connection with the Relevant Notes the Calculation Agent shall not act in any agency capacity for the Issuer and shall not thereby assume any obligations towards or relationship of agency or trust for or with any of the owners or holders of the Relevant Notes or the coupons (if any) appertaining thereto ("**Coupons**").

6.2 Duties

In relation to each issue of Relevant Notes, the Calculation Agent shall be obliged to perform such duties and only such duties as are specifically set out in this agreement, the Agency Agreement or the Conditions and such duties as are reasonably incidental to the duties set out in this agreement and no implied duties or obligations shall be read into this agreement or the Conditions against the Calculation Agent, except as required by law.

6.3 Advisers

The Calculation Agent may consult with legal and other professional advisers in connection with its role as Agent under this agreement and the opinion of such advisers shall be full and complete protection in respect of any action taken,

omitted or suffered hereunder in good faith and in accordance with the opinion of such advisers.

6.4 Reliance

The Calculation Agent shall be protected and shall incur no liability for or in respect of any action taken, omitted or suffered in reliance upon any instruction, request or order from the Issuer or any notice, resolution, direction, consent, certificate, affidavit, statement, cable, telex or other paper or documents which it reasonably believes to be genuine and to have been delivered, signed or sent by the proper party or parties or upon written instructions from the Issuer.

6.5 Rights as owner of Notes

The Calculation Agent and any of its officers, directors and employees may become the owner of, or acquire any interest in, any Notes or Coupons or Talons (if any) with the same rights that it or he would have if the Calculation Agent were not appointed hereunder, and may engage or be interested in any financial or other transaction with the Issuer and may act on, or as depositary, trustee or agent for, any committee or body of holders of Notes or Coupons (if any) or in connection with any other obligations of the Issuer as freely as if the Calculation Agent were not appointed hereunder.

7 Termination of appointment

7.1 Termination

The Issuer may terminate the appointment of the Calculation Agent at any time by giving to the Calculation Agent at least 10 Business Days' prior written notice to that effect, provided that, so long as any of the Relevant Notes is outstanding:

(a) no such notice relating to the termination of appointment of the Calculation Agent shall take effect until a new Calculation Agent has been appointed;

(b) such notice shall not expire less than 10 Business Days before any date upon which any payment is due in respect of any Relevant Notes; and

(c) notice of such termination shall promptly be given in accordance with the Conditions, to the holders of the Relevant Notes.

7.2 Insolvency

Notwithstanding the provisions of clause 7.1 above, if at any time:

(a) the Calculation Agent becomes incapable of acting, or is adjudged bankrupt or insolvent, or files a voluntary petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of an administrator, liquidator or administrative or other receiver of all or any substantial part of its property, or it admits in writing its inability to pay or meet its debts as they may mature or suspends payment thereof, or if any order of any court is entered approving any petition filed by or against it under the provisions of any applicable bankruptcy or insolvency law or if a receiver of it or of all or a substantial part of its property is appointed or if any officer takes charge or control of the Calculation Agent or of its property or affairs for the purpose of rehabilitation, conservation or liquidation; or

(b) the Calculation Agent fails duly to perform any function or duty imposed upon it by the Conditions and this agreement,

the Issuer may forthwith without notice terminate the appointment of the Calculation Agent, in which event notice of such termination shall promptly be given to the holders of the Relevant Notes in accordance with the Conditions.

7.3 No compensation

The termination of the appointment pursuant to clause 7.1 or 7.2 above of the Calculation Agent hereunder shall not entitle the Calculation Agent to any amount by way of compensation but shall be without prejudice to any amount then accrued due.

7.4 Resignation

The Calculation Agent may resign its appointment hereunder at any time by giving to the Issuer at least 30 days' prior written notice to that effect. Following receipt of a notice of resignation from the Calculation Agent, the Issuer, or the Fiscal Agent on instructions of the Issuer, shall promptly give notice thereof to the holders of the Relevant Notes in accordance with the Conditions.

7.5 Successor must be appointed

Notwithstanding the provisions of clauses 7.1, 7.2 and 7.4 above, so long as any of the Relevant Notes is outstanding, the termination of the appointment of the Calculation Agent (whether by the Issuer or by the resignation of the Calculation Agent) shall not be effective unless upon the expiry of the relevant notice a successor Calculation Agent has been appointed. The Issuer agrees with the Calculation Agent that if, by the day falling 10 days before the expiry of any notice under clause 7.1 or 7.4, the Issuer has not appointed a replacement Calculation Agent, the Calculation Agent shall be entitled, on behalf of the Issuer, to appoint as a successor Calculation Agent in its place a reputable financial institution of good standing which the Issuer shall approve (such approval not be unreasonably withheld or delayed).

7.6 Rights on termination

Upon its resignation or removal becoming effective, the Calculation Agent:

(a) shall be entitled to payment by the Issuer of its commissions, fees and expenses for the services theretofore rendered hereunder in accordance with the terms of clause 4; and

(b) shall continue to be entitled to the benefit of the indemnity provided for in clause 5.1.

7.7 Rights of successor

Upon its appointment becoming effective, a successor Calculation Agent shall without further act, deed or conveyance, become vested with all the authority, rights, powers, trusts, immunities, duties and obligations of such predecessor with like effect as if originally named as the Calculation Agent hereunder.

7.8 Merger etc

Any corporation into which the Calculation Agent may be merged or converted, or any corporation with which the Calculation Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Calculation Agent shall be a party, or any corporation to which the Calculation

Agent shall sell or otherwise transfer all or substantially all of its assets shall, on the date when such merger, consolidation or transfer becomes effective and to the extent permitted by any applicable laws, become the successor Calculation Agent under this agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto, unless otherwise required by the Issuer, and after the said effective date all references in this agreement to the Calculation Agent shall be deemed to be references to such corporation. Written notice of any such merger, conversion, consolidation or transfer shall forthwith be given to the Issuer and the Agent.

8 Notices

8.1 Form

A notice, approval, consent or other communication in connection with this agreement:

(a) may be given by an Authorised Officer of the relevant party;

(b) shall be by facsimile, or in writing delivered by hand or post, or by telephone (to be promptly confirmed by facsimile) or by other means of communication acceptable to the parties. Each communication will be made to the relevant person at the facsimile number, address or telephone number, in the case of a communication by facsimile, or in writing, marked for the attention of, and in the case of a communication by telephone made to, the person from time to time designated by that party to the others for the purpose; and

(c) will be deemed received (if by facsimile) when a transmission report shows that the facsimile has been sent, (if by telephone) when made and (if in writing) when delivered, in each case in the manner required by this paragraph. Each communication from the Issuer may only be revoked with the agreement of the Calculation Agent.

8.2 Time notice takes effect

Unless a later time is specified in it a notice, approval, consent or other communication takes effect from the time it is received except that, if it is received after 5.00 pm in the place of receipt or on a non-working day in that place, it is taken to be received at 9.00 am on the next succeeding working day in that place.

8.3 Authorised Officers

The Issuer shall provide the Calculation Agent with a certified copy of the list of persons authorised to take action on its behalf in connection with this agreement and shall notify the Calculation Agent promptly in writing if any of such persons ceases to be so authorised or if any additional person becomes so authorised together, in the case of an additional authorised officer, with evidence satisfactory to the Calculation Agent that such person has been so authorised.

8.4 Initial details

The initial address and facsimile numbers of the Issuer and the Calculation Agent are set out in schedule 1.

9 Descriptive headings

The descriptive headings in this agreement are for convenience of reference only and shall not define or limit the provisions hereof.

10 Governing law and submission to jurisdiction

10.1 Governing law

This agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws in force in England.

10.2 Submission to jurisdiction

In relation to any legal action or proceedings arising out of or in connection with this agreement (including in relation to any non-contractual obligations arising out of or in connection with this agreement) ("**Proceedings**") the Issuer irrevocably submits to the jurisdiction of the courts of England and waives any objection to Proceedings in such courts whether on the grounds that the Proceedings have been brought in an inconvenient forum or otherwise. This submission is made for the benefit of the Calculation Agent and shall not affect the right of the Calculation Agent to take Proceedings in any court of competent jurisdiction nor shall the taking of Proceedings in any court of competent jurisdiction preclude the Calculation Agent from taking Proceedings in any other court of competent jurisdiction (whether concurrently or not).

11 Counterparts

This agreement may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument

EXECUTED as an agreement

Schedule 1

Series number	Issue Date	Maturity Date	Title and Principal Amount	Annotation by Calculation Agent/Issuer

Schedule 2

Contact Details

Execution page for Calculation Agency Agreement

ISSUER

SIGNED by)
)
.....)
)
as attorney for **TELSTRA CORPORATION LIMITED** under power of attorney dated [ ] in the presence of:)
)
.....)
Signature of witness)
)
.....)
Name of witness (block letters))
)
.....) .....
Address of witness) By executing this agreement the
) attorney states that the attorney
.....) has received no notice of
Occupation of witness) revocation of the power of attorney
)

CALCULATION AGENT

SIGNED by)
)
.....)
)
as attorney for [**]** under power of attorney dated **[ ]** in the presence of:)
)
.....)
Signature of witness)
)
.....)
Name of witness (block letters))
) .....
.....) By executing this agreement the
Address of witness) attorney states that the attorney
) has received no notice of
.....) revocation of the power of attorney
Occupation of witness)

Schedule 9 Form of Agent Accession Letter

To: [Name of Agent] Copy to: [ ] ("**Fiscal Agent**")

Telstra Corporation Limited ("Issuer")
Debt Issuance Program ("Program")

We refer to the Euro Fiscal Agency Agreement for the Program dated 31 October 2001 as amended and restated on 15 October 2002, supplemented on 14 November 2003 and amended on 23 September 2005, 12 October 2006, 24 October 2011, 5 October 2012, 7 October 2013 and on or about 12 March 2015 between the Issuer, the Fiscal Agent and others ("**Agency Agreement**"), a copy of which is attached as annexure 1. Terms defined in the Agency Agreement have the same meanings in this letter.

Pursuant to clause 1.3 of the Agency Agreement we invite you to become a [*specify type of agent*] to the [Program]/*specify brief details of a Series]**. By accepting this invitation, you acknowledge that, with effect from the date of your acceptance you shall:

(a) be treated in all respects as if you had been an original party to the Agency Agreement as a [*specify type of agent*]**; and

(b) have rights against, and liabilities towards, each of the other parties to the Agency Agreement identical to those which you would have had if you had been an original party to the Agency Agreement as a [*specify type of agent*].

[Notwithstanding any provisions of the Agency Agreement, your appointment expires at [ ] am/pm (London time) on [ ].]***

This letter is governed by the laws in force in England.

Yours faithfully

For and on behalf of
Telstra Corporation Limited

Signed: **……..**

Name: **……..**

Position: **……..**

Date: ……..

We confirm our acceptance of all the provisions of the Agency Agreement and this letter. Our contact details for the purposes of the Agency Agreement are:

[specify address, telephone and facsimile numbers and contact name/position]

Yours faithfully

For and on behalf of
[*Name of Agent*]

Signed: **……..**

Name: **……..**

Position: **……..**

Date: **……..**

* Insert as appropriate.

** If the role of the Agent is otherwise than as set out in the Agency Agreement, appropriate details of the role should be set out in an annexure to this letter.

*** Delete if Agent is appointed as an Agent to the Program generally.

Schedule 10 – Regulations concerning the transfer and registration of Registered Euro/CMU Notes

1 The Registered Euro/CMU Notes are transferable by a duly completed form of transfer, such form having been executed under the hand of the transferor or, where the transferor is a corporation, under its common seal or under the hand of two of its officers duly authorised in writing. In this schedule "transferor" shall where the context permits or requires include joint transferors and be construed accordingly.

2 The form of transfer in respect of the Registered Euro/CMU Notes to be transferred must be delivered for registration to the office of a Transfer Agent or the Registrar accompanied by such other evidence (including legal opinions) as the Transfer Agent or Registrar may reasonably require to prove the title of the transferor or its right to transfer the Registered Euro/CMU Note and its identity and, if the form of transfer is executed by some other person on its behalf or in the case of the execution of a form of transfer on behalf of a corporation by its officers, the authority of that person or those persons to do so. The signature of the person effecting a transfer of a Registered Euro/CMU Notes shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the Transfer Agent or Registrar may require.

3 The executors or administrators of a deceased holder of Registered Euro/CMU Notes (not being one of several joint holders) and in the case of the death of one or more of joint holders the survivor or survivors of such joint holders shall be the only persons recognised by the Issuer as having any title to such Registered Euro/CMU Notes.

4 Any person becoming entitled to Registered Euro/CMU Notes in consequence of the death or bankruptcy of the holder of such Registered Euro/CMU Notes may, upon producing such evidence that such person holds the position in respect of which it proposes to act under this paragraph or of its title as the Transfer Agent or Registrar shall require (including legal opinions), be itself registered as the holder of such Registered Euro/CMU Notes or, subject to the preceding paragraphs as to transfer, may transfer such Registered Euro/CMU Notes. The Issuer, the Transfer Agent and the Registrar may retain any amount payable upon the Registered Euro/CMU Notes to which any person is so entitled until such person shall be so registered or shall duly transfer the Registered Euro/CMU Notes.

5 The Registrar shall register a transfer of Notes. Upon the entry of the name, address and all other required details of the transferee in the Registrar, the transferee is entitled as Noteholder to the Notes subject to the transfer.

6 Where a holder of a Registered Euro/CMU Note has transferred part only of its holding the Registrar shall amend the Register in respect of the balance of such holding in accordance with the Conditions.

7 None of the Issuer, the Transfer Agent or the Registrar may make any charge to the holders for the registration of any holding of Registered Euro/CMU Notes.