

# PROSPECTUS



## 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 Prospectus. This Prospectus supersedes the Prospectus dated 24 October 2011 and any previous prospectuses, offering circulars or supplements to it. Any Notes issued on or after the date of this Prospectus are subject to the provisions set out in it. This Prospectus does not affect any Notes already issued. Subject to applicable laws, regulations and directives, the Issuer may issue Notes under the Program in any country including Australia and, subject to certain restrictions referred to in this Prospectus, the United States. The aggregate principal amount of Notes 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).

The Financial Services Authority in its capacity as competent authority under Part VI of the Financial Services and Markets Act 2000 ("**FSMA**") ("**UK Listing Authority**") has approved this document as a base prospectus issued in compliance with Directive 2003/71/EC (and amendments thereto, including Directive 2010/73/EU to the extent implemented in the Relevant Member State) ("**Prospectus Directive**") and the relevant implementing measures in the United Kingdom. Application has also been made for Notes issued under the Program during the period of 12 months from the date of this Prospectus to be admitted to the official list maintained by the UK Listing Authority ("**UKLA Official List**") and to the London Stock Exchange plc ("**London Stock Exchange**") and for such Notes to be admitted to trading on the London Stock Exchange's Regulated Market ("**Market**"). The Market is a regulated market for the purposes of Article 4.1(14) of Directive 2004/39/EC of the European Parliament and of the Council on markets in financial instruments and references in this Prospectus to the Notes having been "listed" means that those Notes have been admitted to trading on the Market and have been admitted to the UKLA Official List.

In relation to any Tranche (as defined under "Overview of the Program"), 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 Prospectus will be set out in a final terms document ("**Final Terms**") substantially in the form set out on pages 100 to 108 inclusive of this Prospectus. The Final Terms for each Tranche of Notes to be admitted to the UKLA Official List and to the London Stock Exchange will be delivered to the UK Listing Authority and the London Stock Exchange on or before the date of issue of such Tranche of Notes and is expected to be published via the Regulatory News Service of the London Stock Exchange.

The rating of certain Series of Notes to be issued under the Program may be specified in the applicable Final Terms. Whether or not each credit rating applied for in relation to a particular Series of Notes will be issued by a credit agency established in the European Union and registered under Regulation (EC) No. 1060/2009 ("**CRA Regulation**") will be disclosed in the applicable Final Terms. The credit ratings of the Issuer referred to in this Prospectus have been issued by Standard & Poor's (Australia) Pty Ltd, Moody's Investors Service Pty Limited and Fitch Australia Pty Ltd, none of which is established in the European Union or has applied for registration under the CRA Regulation.

Application has also been made to the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") for permission to deal in and quotation for any Notes which are agreed at the time of issue thereof to be so listed on the SGX-ST. Such permission will only be granted when such Notes have been admitted to the Official List of the SGX-ST. The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained herein. Admission to the Official List of the SGX-ST 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. The Notes will be traded in a minimum board lot size of S\$250,000 (or equivalent in another currency) for so long as the Notes are listed on the SGX-ST. The Final Terms for each Tranche of Notes to be admitted on the Official List of the SGX-ST will be delivered to the SGX-ST on or before the date of issue of such Tranche of Notes. There is no guarantee that an application to the SGX-ST for the listing of any Tranche of Notes will be approved. 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.

Application may also be made for Notes issued under the Program to be listed on any other stock exchange (including the Australian securities exchange operated by ASX Limited (ABN 98 008 624 691) ("**ASX**") and the debt market operated by NZX Limited) on which Notes may be listed from time to time as specified in the relevant Final Terms. Unlisted Notes may also be issued under the Program. The relevant Final Terms 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 Final Terms.

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

**Arranger**

**BNP PARIBAS**

5 October 2012

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## Important notice

### Prospectus

This Prospectus has not been, nor will be, lodged with the Australian Securities and Investments Commission (“ASIC”) and is not a ‘prospectus’ or other ‘disclosure document’ for the purposes of the Corporations Act 2001 of Australia (“Corporations Act”). In addition, see the selling restrictions in “Sale and subscription” on pages 91 to 99 inclusive of this Prospectus.

This Prospectus is a base prospectus for the purposes of Article 5.4 of the Prospectus Directive and is provided for the purpose of giving information with regard to the Issuer and its subsidiaries (taken as a whole) and the Notes for a period of 12 months from the date of this Prospectus which, according to the particular nature of the Issuer and the Notes, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer.

This Prospectus has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (each a “**Relevant Member State**”) 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 Prospectus as completed by Final Terms in relation to the offer of those Notes may only do so in circumstances in which no obligation arises for the Issuer, the Arranger (as defined in the “Overview of the Program”), 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, in each case, in relation to such an offer. None of the Issuer, the Arranger and any Dealer has authorised, nor do any of them authorise, the making of any offer of Notes in circumstances in which an obligation arises for the Issuer, the Arranger or any Dealer to publish or supplement a Prospectus for such offer.

### Responsibility

This Prospectus has been prepared by and issued with the authority of the Issuer. The Issuer accepts responsibility for all information contained in this Prospectus. 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 Prospectus is in accordance with the facts and does not omit anything likely to affect the import of that information. References in this Prospectus to the “**Prospectus**” are to this document and any documents incorporated in it by reference (see “Documents incorporated by reference” on pages 7 to 9 inclusive of this Prospectus).

The only role of the Arranger, the Fiscal Agent, the CMU Lodging Agent, the Australian Registrar, and the New Zealand Registrar (each as defined in the “Overview of the Program”) in the preparation of this Prospectus 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 Prospectus. BNP Paribas has given and not withdrawn its consent to be named in this Prospectus as the Arranger. The Fiscal Agent, the CMU Lodging Agent, the Australian Registrar and the New Zealand Registrar have given and not withdrawn their consent to be named in this Prospectus as the Fiscal Agent, the CMU Lodging Agent, 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 Prospectus. The Arranger and the Dealers have not caused or authorised the issue of this Prospectus.

The Issuer having made all reasonable enquiries, confirms that the Prospectus 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 Prospectus 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 Prospectus 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 Prospectus, 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 Prospectus.

## **No independent verification**

The Arranger and the Dealers have not independently verified all of the information contained in this Prospectus. Neither this Prospectus, 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 Prospectus 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 Prospectus 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 24 inclusive of this Prospectus. 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 Prospectus 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 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 2001 of Australia, 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 the Prospectus and anyone who receives the Prospectus must not distribute it to any person who is not entitled to receive it.

The credit ratings of the Issuer referred to in this Prospectus have been issued by Standard & Poor's (Australia) Pty Ltd, Moody's Investors Service Pty Limited and Fitch Australia Pty Ltd, none of which is established in the European Union or has applied for registration under the CRA Regulation.

**If a Series of Notes to be issued under the Program is rated, such credit rating may be specified in the Final Terms, irrespective of whether or not such credit rating is issued by a credit rating agency established in the European Union and registered under the CRA Regulation or otherwise.**

## **Currency of information**

Neither the delivery of this Prospectus nor any sale of Notes made in connection with this Prospectus at any time implies or should be relied upon as a representation or warranty that the information contained in this Prospectus concerning the Issuer and its subsidiaries is correct at any time subsequent to the date of the Prospectus or that any other information supplied in connection with the Program is correct as of any time subsequent to the date indicated.

Without limiting this general statement, the Issuer has given an undertaking to the Arranger and the Dealers to prepare a supplementary prospectus in certain circumstances as detailed in the section headed "Supplementary Prospectus" on page 4 of this Prospectus.

## **No authorisation**

No person has been authorised to give any information or make any representations not contained in this Prospectus 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 PROSPECTUS IS NOT FOR DISTRIBUTION OR RELEASE IN THE UNITED STATES.**

The distribution of this Prospectus and any Final Terms 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 Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations and, as more particularly set out under the section headed "Sale and subscription - Summary of Dealer Agreement" on page 91 of this Prospectus, 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 Prospectus 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 Prospectus see "Sale and subscription" on pages 91 to 99 inclusive of this Prospectus.

### **No registration**

The Notes have not been and will not be registered under the Securities Act of 1933 of the United States (as amended) ("**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 of, U.S. persons (as defined in Regulation S under the Securities Act), 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. For more information see "Sale and subscription - Selling Restrictions - United States of America" on pages 98 to 99 inclusive of this Prospectus.

### **No offer**

Neither this Prospectus, 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 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.

### **Forward-Looking Statements about Telstra**

This Prospectus contains and incorporates by reference statements that constitute forward-looking statements. All statements other than statements of historical facts included in this Prospectus, 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 Prospectus. Telstra expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained in this Prospectus, 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.

### **Drawdown prospectus**

The Issuer may agree with the Arranger and the relevant Dealer(s) that the Notes may be issued in a form not contemplated by this Prospectus or in accordance with terms set out in a separate prospectus specific to such Tranche, in which event a separate prospectus, if appropriate, will be made available describing the effect of the agreement reached in relation to those Notes.

### **Supplementary Prospectus**

In the event of any significant new factor, material mistake or inaccuracy relating to the information included in this Prospectus which is capable of affecting the assessment of any Notes, the Issuer will prepare a supplement to this Prospectus or publish a new prospectus in accordance with the Prospectus Directive for use in connection

with any subsequent issue of Notes. The Issuer has undertaken with the Dealers in the Dealer Agreement (as defined in "Sale and subscription" on pages 91 to 99 inclusive of this Prospectus) that it will comply with section 87G of the FSMA.

### **Stabilisation**

In connection with the issue of any Tranche (as defined in "Overview of the Program" on pages 10 to 14 inclusive of this Prospectus), 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 Final Terms 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 may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. 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 Prospectus and any applicable supplement or Final Terms 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 Prospectus 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 (which for the purposes of Notes issued under the Program, excludes the Hong Kong Special Administrative Region of the People’s Republic of China, the Macau Special Administrative Region of the People’s Republic of China and Taiwan) (**“PRC”**).

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 31 to 73 inclusive of this Prospectus.

## Documents incorporated by reference

### Documents incorporated by reference for Prospectus Directive purposes

The sections of:

- our “Full year results and operations review – June 2012” and the sections of our Directors’ Report and Financial Report included in our 2012 Annual Report (“**2012 Annual Report**”); and
- our “Full year results and operations review – June 2011”, and the sections of our Directors’ Report and Financial Report included in our 2011 Annual Report (“**2011 Annual Report**”),

set out in the following table, shall be deemed to be incorporated in, and form part of, this Prospectus. These can be located in the 2012 and 2011 Annual Reports on the following pages:

	<b>Full year results and operations review – June 2012 (Pages)</b>	<b>Full year results and operations review – June 2011 (Pages)</b>
Summary of financial information	12 to 14 and 20 to 22	4 to 10
Revenue and product profitability	15	11 to 22
Expenses	16	23 to 28
Major subsidiaries	17 to 19	29 to 31
Statement of financial position	-	32 to 33
Capital expenditure	-	34
Cashflow summary	-	35 to 36
	<b>2012 Annual Report (Pages)</b>	<b>2011 Annual Report (Pages)</b>
<b>Directors’ Report</b>		
Directors’ Report	40 to 49	55 to 67
Director and senior executive shareholdings in Telstra	49	67
Auditor’s Independence Declaration	50	68
<b>Financial Report</b>		
Income Statement	72	85
Statement of Comprehensive Income	73	86
Statement of Financial Position	74	87
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	<b>2012 Annual Report (Pages)</b>	<b>2011 Annual Report (Pages)</b>
Notes to the Financial Statements <i>(including, without limitation, the summary of significant accounting policies and the contingent liabilities and contingent assets note)</i>	77 to 201	90 to 213
Independent Auditor's Report	203	215

Pages 72 to 201 of the 2012 Annual Report and pages 85 to 213 of the 2011 Annual Report contain the consolidated financial statements (for the purposes of the Corporations Act) for the financial years ended 30 June 2012 and 30 June 2011 respectively. This financial information complies with Australian Accounting Standards and International Financial Reporting Standards issued by the International Accounting Standards Board. This financial information has not been prepared in accordance with the international accounting standards adopted pursuant to the procedure of Article 3 of Regulation (EC) No 1606/2002 ("EU IAS").

### **Terms and Conditions**

The Terms and Conditions set out on:

- pages 39 to 81 of the Prospectus dated 24 October 2011 relating to the Program;
- pages 34 to 74 of the Prospectus dated 9 September 2010 relating to the Program;
- pages 28 to 68 of the Prospectus dated 23 September 2009 relating to the Program;
- pages 26 to 66 of the Prospectus dated 3 September 2008 relating to the Program;
- pages 43 to 81 of the Prospectus dated 29 August 2007 relating to the Program;
- pages 47 to 66 of the Prospectus dated 12 October 2006 relating to the Program;
- pages 67 to 101 of the Prospectus dated 23 September 2004 relating to the Program;
- pages 65 to 99 of the Prospectus dated 14 November 2003 relating to the Program; and
- pages 64 to 91 of the Prospectus dated 31 October 2001 relating to the Program,

shall be deemed to be incorporated in, and to form part of, this Prospectus.

\* \* \* \* \*

The abovementioned documents have been filed with the Financial Services Authority.

Any document incorporated by reference into the abovementioned documents does not form part of this Prospectus. Any information not mentioned in this section but included in the documents incorporated by reference is given for information purposes only.

Any sections of the 2012 or 2011 Annual Reports not set out in the table above and any sections of the previous Prospectuses relating to the Program other than the Terms and Conditions set out on the pages listed above, are not incorporated in, and do not form part of, this Prospectus. Information in other parts of those documents is either covered elsewhere in this document or is not relevant.

Telstra will provide, without charge, upon the written request of any person, a copy of any or all of the documents which, or portions of which, are incorporated in this Prospectus by reference. Written requests for such documents should be directed to Telstra at its office set out at the end of this Prospectus. In addition, such documents will be available for inspection and available free of charge at the offices of the Fiscal Agent.

### **Interpretation of documents incorporated by reference**

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

### **Prospectus available online**

A copy of this Prospectus may be downloaded from the following website:

[www.telstra.com.au/abouttelstra/investor/treasury/foreign\\_documentation.cfm](http://www.telstra.com.au/abouttelstra/investor/treasury/foreign_documentation.cfm).

Documents incorporated by reference may be downloaded from the following websites:

[www.telstra.com.au/abouttelstra/download/document/tls796-annual-report-2011.pdf](http://www.telstra.com.au/abouttelstra/download/document/tls796-annual-report-2011.pdf)

[www.telstra.com.au/abouttelstra/download/document/tls848-annual-report-2012.pdf](http://www.telstra.com.au/abouttelstra/download/document/tls848-annual-report-2012.pdf)

### **Internet Site Addresses**

Internet site addresses in this Prospectus are included for reference only and the contents of any such internet sites are not incorporated by reference into, and do not form part of, this Prospectus.

### **Financial information differences statement**

The Issuer's financial statements for the financial years ended 30 June 2011 and 30 June 2012 have been prepared in accordance with the requirements of the Corporations Act, Accounting Standards applicable in Australia and other authoritative pronouncements of the Australian Accounting Standards Board which comply with and are equivalent to International Financial Reporting Standards and Interpretations published by the International Accounting Standards Board ("**IASB IFRS**").

## Overview of the Program

*This overview must be read as an introduction to this Prospectus and any decision to invest in the Notes should be based on a consideration of the Prospectus as a whole, including the documents incorporated by reference and, in relation to any Notes, the applicable Final Terms. Following the implementation of the relevant provisions of the Prospectus Directive (Directive 2003/71/EC (and amendments thereto, including Directive 2010/73/EU to the extent implemented in the Relevant Member State)) in each Relevant Member of State no civil liability attaches to the Issuer in any such Relevant Member State solely on the basis of this overview, including any translation thereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Prospectus. Where a claim relating to the information contained in this Prospectus is brought before a court in a Member State of the European Economic Area, the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating the Prospectus before the legal proceedings are initiated.*

Words and expressions defined in the “Terms and Conditions of the Notes” below or elsewhere in this Prospectus 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 8 million Australian fixed line and 13.79 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).

**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 Final Terms.

References in this Prospectus 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.

**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.

<b>Method of issue:</b>	<p>The Notes may be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a “<b>Series</b>”) 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 “<b>Tranche</b>”) on the same or different issue dates. The specific terms of each Tranche will be set out in the Final Terms.</p>
<b>Issue price:</b>	<p>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.</p> <p>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.</p>
<b>Form of Notes:</b>	<p>The form of particular Notes will be determined by the Issuer and relevant Dealer(s) prior to their issue.</p> <p>The Notes may be issued in bearer form (“<b>Bearer Notes</b>”) governed by the laws of England. Each Tranche of Bearer Notes will 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. Global Notes may be deposited on the issue date with a common depository for Euroclear Bank S.A./N.V. (“<b>Euroclear</b>”) and Clearstream Banking, <i>société anonyme</i> (“<b>Clearstream, Luxembourg</b>”) or, in the case of Bearer Notes cleared through the Central Moneymarkets Unit Service (“<b>CMU</b>”), operated by the Hong Kong Monetary Authority (“<b>HKMA</b>”), a sub-custodian for the CMU.</p> <p>Notes issued in the Australian domestic market (“<b>Australian Domestic Notes</b>”) and the New Zealand domestic market (“<b>New Zealand Domestic Notes</b>”) 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 (“<b>Austraclear System</b>”) operated by Austraclear Limited (“<b>Austraclear</b>”) and the New Zealand securities clearing and settlement system (“<b>NZClear System</b>”) operated by the Reserve Bank of New Zealand (“<b>RBNZ</b>”) respectively.</p> <p>Notes issued in the Canadian domestic market (“<b>Canadian Domestic Notes</b>”) 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 certificate or certificates, one certificate being issued in respect of each holder’s entire holding of Canadian Domestic Notes of one Series. On their issue date they will be deposited with CDS Clearing and Depository Services Inc. (“<b>CDS</b>”) and will be 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)).</p>
<b>Deed of Covenant:</b>	Holders of Bearer Notes and Canadian Domestic Notes will have the benefit of a deed of covenant dated 12 October 2006 executed by the Issuer.
<b>Australian Note Deed Poll:</b>	Holders of Australian Domestic Notes have the benefit of an Australian Note Deed Poll dated 12 October 2006 executed by the Issuer.
<b>New Zealand Note Deed Poll:</b>	Holders of New Zealand Domestic Notes will have the benefit of a New Zealand Note Deed Poll dated 12 October 2006 executed by the Issuer.
<b>Status:</b>	Notes will be issued on an unsubordinated basis only. The Notes are direct, unsubordinated and (subject to Condition 6 (“ <b>Negative pledge</b> ”)) 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 an governmental agency.

<b>Currencies:</b>	Any currency indicated in the applicable Final Terms.
<b>Negative pledge:</b>	The Notes will contain a negative pledge provision as described in Condition 6 ("Negative pledge").
<b>Cross default:</b>	The Notes will contain a cross default provision as described in Condition 25.1(c) ("Event of Default").
<b>Maturities:</b>	Such maturities as may be agreed between the Issuer and the relevant Dealer(s) as indicated in the applicable Final Terms, subject to any minimum and maximum maturities prescribed from time to time by relevant laws, regulations and directives.
<b>Denomination:</b>	<p>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 Final Terms, provided that:</p> <ul style="list-style-type: none"><li>(a) the minimum denomination for Notes admitted to trading on a regulated market within the European Economic Area ("EEA") or offered to the public in an EEA State in circumstances which require the publication of a prospectus under the Prospectus Directive will be €100,000 (or its equivalent in other currencies as at the date of issue of the Notes); and</li><li>(b) any issue or transfer is made in a manner which does not require disclosure to be made to investors in accordance with Parts 6D.2 or 7.9 of the Corporations Act.</li></ul> <p>Unless otherwise permitted by then current laws and regulations, Notes (including Notes denominated in Sterling) with a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 of the FSMA will have a minimum denomination of £100,000 (or its equivalent in other Specified Currencies).</p>
<b>Fixed Rate Notes:</b>	Fixed interest will be payable in arrears on the date or dates in each year specified in the relevant Final Terms.
<b>Floating Rate Notes:</b>	<p>Floating Rate Notes will bear interest determined separately for each Series as follows:</p> <ul style="list-style-type: none"><li>(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 Final Terms, the 2000 ISDA Definitions, as amended and updated as at the issue date of the first Tranche of Notes of the relevant Series; or</li><li>(b) by reference to LIBOR, LIBID, LIMEAN, EURIBOR, BBSW, BKBM or CAD-BA-CDOR as adjusted for any applicable margin.</li></ul> <p>Interest periods will be specified in the relevant Final Terms. 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.</p>
<b>Zero Coupon Notes:</b>	Zero Coupon Notes may be issued at their principal amount or at a discount to it and will not bear interest.

**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 Final Terms.

**Redemption:**

The relevant Final Terms 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 Final Terms 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 Final Terms 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 16.2 ("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 23 ("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 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) in the case of Australian Domestic Notes, the eighth calendar day before the due date for payment;
- (b) in the case of New Zealand Domestic Notes, the tenth calendar day before the due date for payment; and
- (c) in the case of Canadian Domestic Notes, the fifteenth calendar day before the due date for payment.

**Governing law:**

Euro Notes, Canadian Domestic Notes and the 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:**

The Issuer has made an application for Notes issued under the Program to be admitted on the UKLA Official List and to be admitted to trading on the Market.

Application has also been made to the SGX-ST for permission to deal in and quotation for any Notes which are agreed at the time of issue thereof

to be listed on the SGX-ST. Such permission will only be granted when such Notes have been admitted to the Official List of the SGX-ST.

The Issuer may also make an application to list Notes issued under the Program on any other stock exchange, including the ASX and the debt market operated by NZX Limited. As specified in the relevant Final Terms, a Series of Notes may be unlisted.

**Selling restrictions:**

The offering, sale, delivery and transfer of Notes and the distribution of this Prospectus 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 91 to 99 inclusive of this Prospectus 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 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.*

### RISK 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.

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.

Market conditions are also subject to periods of volatility which can have the effect of reducing activity in a range of industry sectors which can adversely impact our financial performance. Volatility 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. Since the second half of 2007, global credit markets, particularly in the United States and Europe, have experienced difficult conditions and volatility. These 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, 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.

Notwithstanding anything in this risk factor, this risk factor should not be taken as implying that either the Issuer or the Telstra Group will be unable to comply with its obligations as a company with securities admitted to the UKLA Official List.

### Government and regulatory intervention

We operate in a highly regulated environment that negatively affects our business and its profitability. In particular, we believe that regulation limits 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 be significantly adverse to 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 Next G™ network which incorporates 4G LTE technology. 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 based on the Australian Competition and Consumer Commission's ("ACCC") calculation of the efficient costs of providing these services. In many cases we believe that the ACCC proposes prices that are below our efficient cost of supply. The outcomes of the final access determinations 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;
- **regulation constraining investment decisions:** our ability to invest in new technologies competitively will be constrained (i) unless legislation is enacted to protect our investment from the risk of regulated access at prices which do not afford a competitive return on our investment and (ii) if regulatory decisions are not made in a way that pays adequate regard to the desirability of encouraging new investment. 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. These provisions will significantly impede 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:** Telstra's ability to operate a competitive mobile business is highly dependent on it having ongoing access to sufficient spectrum. It is not possible to predict that Telstra will be successful in acquiring a desired quantity of additional spectrum at an acceptable price. If Telstra is not successful in securing sufficient spectrum for the medium to longer term, then the cost of providing mobile network products and services are likely to be more difficult to provide economically and efficiently and 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:** Telstra has entered into Structural Separation Undertakings ("SSU") which oblige it to commit to increased equivalence and transparency measures between its retail and wholesale businesses. Telstra is implementing a comprehensive compliance framework across its 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 below). 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.

## National Broadband Network

For an overview of the NBN as it relates to Telstra, see the "Corporate Profile – National Broadband Network" section on page 27 of this Prospectus. 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 Telstra will rely on NBN Co. for.

### **Political Reform**

The main opposition political party in Australia has signalled that it would change government policy as it relates to the NBN, although it has not yet released a formal policy position. The opposition's policy may be substantially different from that of the current Government and may require Telstra to renegotiate the Definitive Agreements. The extent of the impact of a policy change resulting from a change of the Australian Government at this stage is unknown.

### **Structural change and transition investment program**

Rapid changes in telecommunications and IT are 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 (including transition from print to digital internet based businesses) and regulatory change due to the NBN described above. These changes have resulted in lower revenue margins and made it challenging for us to develop new revenue streams.

We have put in place an extensive medium-term strategy to improve customer satisfaction, retain and grow customer numbers, simplify the 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, which compete vigorously for customers in the various markets and sectors in which we operate. The effect of competitive market conditions may adversely impact on our earnings and assets.

In particular:

- innovation and disruptive technologies (including transition from print to digital internet based businesses) 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;
- 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 the decline in our fixed line voice revenues; and
- network and system failures could damage our reputation and earnings.

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 source network infrastructure and other equipment, as well as network-related and other significant support services, from third party suppliers. The withdrawal or removal from the market of one or more of these major third party suppliers could adversely affect our operations and could require additional capital or operational expenditures.

### **Exchange rate risk**

Our financial statements are presented in Australian dollars. However, a portion of our operating income 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 the tax treatment of Telstra or any of its controlled entities.

### **Other operational risks**

Concerns have been expressed by some that the emission of electromagnetic energy by mobile telephone handsets and transmission equipment 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 and Ageing - for overall assessments of health and safety impacts.

Industry changes have created both opportunities and risks for us. In response to these developments, we have refined our business model including, for example, the move from print to digital media for Sensis. Such changes may adversely impact our ability to meet our financial objectives.

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.

Our technical infrastructure is vulnerable 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 upon the ongoing support of key suppliers. 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 are also vulnerable to viruses, denial of service and other similar attacks 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 venture entities and other equity investments**

Some of our domestic and international activities are conducted through subsidiaries, joint venture entities 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.

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 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.

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 2012 Annual Report which is incorporated by reference into this Prospectus (see "Documents incorporated by reference" on pages 7 to 10 inclusive of this Prospectus). During the 2009 financial year, we recommenced making cash contributions to the Telstra Superannuation Scheme (Telstra Super). This occurred due to the reduction in the market values of investments triggering the funding deed we have with Telstra Super. This funding deed requires contributions to be made when the average vested benefits index (VBI) in respect of the defined benefit membership (the ratio of defined benefit plan assets to defined benefit members' vested benefits) of a calendar quarter falls to 103 percent or below. For the quarter ended 30 June 2012, the VBI was 91% (30 June 2011: 92%). We have paid contributions totalling \$467 million for the year ended 30 June 2012 (30 June 2011: \$443 million). This includes employer contributions to the accumulation divisions, payroll tax and employee pre and post salary sacrifice contributions. The contribution rate for the defined benefit divisions of Telstra Super, effective June 2012, is 27% (June 2011: 24%). We expect to contribute approximately \$474 million in fiscal 2013 which includes contributions to the defined benefit divisions at a contribution rate of 27%. The performance of the fund is subject to the prevailing conditions in the financial markets. Equity markets have exhibited substantial volatility since the beginning of fiscal 2012. We will continue to monitor the performance of Telstra Super and at the end of each calendar quarter we will reassess the VBI and our requirement to make employer contributions in light of actuarial recommendations.

### **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 rating:** a change in our financial condition or 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, or 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:** an optional redemption feature is likely to limit the market value of Notes. During any period when we may 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 be expected to redeem the Notes when our cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the

redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate;

- (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) as detailed under the heading “Important notice - Stabilisation” above. 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 will be held by, or on behalf of, Euroclear, Clearstream, Luxembourg, CMU, Austraclear or another clearing system, investors will have to rely on their procedures for transfer, payment and communication with us; and
- (m) **listing:** an application has been made for Notes issued under the Program to be admitted to the UKLA Official List and to be admitted to trading on the Market. Application has been made to the SGX-ST for permission to deal in and quotation for any Notes which are agreed at the time of issue thereof to be so listed on the SGX-ST. Application may also be made for Notes issued under the Program during the period of 12 months from the date of this Prospectus for the listing of the Notes on Singapore Official List. No assurance can be given that once listed, quoted and/or traded on the London Stock Exchange, 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.

#### **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**

If an amount were to be deducted or withheld from payments on the Notes by virtue of the operation of Sections 1471 through 1474 of the U.S. Internal Revenue Code (“**FATCA**”), including deductions or withholdings on payments by one intermediary financial institution to another, neither the Issuer nor any paying agent nor any other person would, pursuant to the conditions of the Notes, be required to pay additional amounts as a result of the deduction or withholding of such tax. As a result, investors may receive smaller payments than expected.

An investor that is not a “Participating FFI” 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 IRS.

Significant aspects of the application of FATCA are not currently clear and the above description is based on proposed regulations and interim guidance. Investors should consult their own advisers about the application of FATCA, in particular on how FATCA may apply to payments they receive under the Notes and if they may be classified as financial institutions under the FATCA rules.

#### **EU Savings Directive**

Under EC Council Directive 2003/48/EC on the taxation of savings income, Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State or to certain limited types of

entities established in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect 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). A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland). The European Commission has proposed certain amendments to the Directive which may, if implemented, amend or broaden the scope of the requirements described above.

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 Directive.

### **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 Final Terms. 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 2001 of Australia 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 2001 of Australia, 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")**

***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. Since February 2004, in accordance with arrangements between the PRC central government and the Hong Kong government, licensed banks in Hong Kong may offer limited Renminbi-denominated banking services to Hong Kong residents, non-Hong Kong residents and specified business customers. The People's Bank of China ("PBOC"), the central bank of the PRC, has also established a Renminbi clearing and settlement system for participating banks in Hong Kong. On 19 July 2010, further amendments were made to the Settlement Agreement on the Clearing of Renminbi Business ("**Settlement Agreement**"), between PBOC and Bank of China (Hong Kong) Limited ("**RMB Clearing Bank**"), to further expand the scope of Renminbi business for participating banks in Hong Kong. Pursuant to the revised arrangements: (i) all corporations are allowed to open Renminbi accounts in Hong Kong; (ii) there is no longer any limit (other than as provided in the following paragraph) on the ability of corporations to convert Renminbi; and (iii) there will no longer be any restriction on the transfer of Renminbi funds between different accounts in Hong Kong. However, the conversion of Renminbi by a Hong Kong resident is subject to a daily conversion limit. A Hong Kong resident who intends to convert an amount of Renminbi from or to another currency exceeding such daily conversion limit should therefore allow a sufficient period to enable the currency conversion exceeding such daily conversion limit.

However, the current size of Renminbi-denominated financial assets outside the PRC remains limited. As of 31 May 2012, the total amount of Renminbi deposits held by institutions authorised to engage in Renminbi banking business in Hong Kong amounted to approximately RMB 553.9 billion (source: Hong Kong Monetary Authority Monthly Statistical Bulletin). In addition, participating banks are also required by the Hong Kong Monetary Authority to maintain a total amount of Renminbi (in the form of cash and its settlement account balance with the RMB Clearing Bank) of no less than 25% of their Renminbi deposits, which further limits the availability of Renminbi that participating banks can utilise for conversion services for its customers. Renminbi business participating banks do not have direct Renminbi liquidity support from PBOC. The RMB Clearing Bank only has access to onshore liquidity support from PBOC to square open positions of participating banks for limited types of transactions, including open positions resulting from conversion services for corporates in relation to cross-border trade settlement and for individual customers who are Hong Kong residents with accounts in Hong Kong of up to RMB20,000 per person per day and for designated business customers relating to the Renminbi

received in providing their services. The RMB Clearing Bank is not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services and the participating banks will need to source Renminbi from the offshore market 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 Agreement will not be terminated or amended in the future, which could further restrict the availability of Renminbi outside of 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 17.5.

***Renminbi is not freely convertible and there are significant restrictions on remittance of Renminbi into and outside the PRC:*** Renminbi is not freely convertible at present. The PRC government continues to regulate conversion between Renminbi and foreign currencies, despite the significant reduction over the years by the PRC government of control over routine foreign exchange transactions under current accounts. Participating banks in Hong Kong have been permitted to engage in the settlement of Renminbi trade transactions under a pilot scheme introduced in July 2009. This represents a current account activity. This pilot scheme was extended in June 2010 to cover 20 provinces and cities in the PRC to make Renminbi trade and other current account item settlement available in all countries worldwide. It was further extended in August 2011 to cover all provinces and cities in the PRC. The PRC regulatory authorities (including the PBOC, the Ministry of Commerce (“**MOFCOM**”) and the State Administration of Foreign Exchange (“**SAFE**”)) have issued certain PRC regulations on the remittance of Renminbi into the PRC for settlement of capital account items in the forms of cross-border transfers of capital and direct investments in Renminbi, and foreign investors may only remit offshore Renminbi into the PRC for direct investments with Renminbi that it has generated from cross-border trade settlement, that is lawfully remitted out of the PRC or that is lawfully obtained by it outside the PRC upon obtaining the approvals required under the regulations issued or to be issued by the relevant PRC authorities.

In 2011, the PRC government issued certain new rules imposing significant restrictions on the remittance of Renminbi into and out of the PRC, including, among other things, restrictions on the remittance of Renminbi into the PRC by way of direct investments or loans. On February 25, 2011, MOFCOM promulgated the Circular on Issues concerning Foreign Investment Management (the “**MOFCOM Circular**”). Under the MOFCOM Circular, if a foreign investor intends to make investments in the PRC with Renminbi funds generated from cross-border trade settlement or otherwise lawfully obtained outside the PRC, whether by way of establishing a new enterprise, increasing the registered capital of an existing enterprise, acquiring an onshore enterprise or providing loan facilities, prior written consent from MOFCOM (Foreign Investment Department) is required. On 3 June 2011, the PBOC issued the Circular on Clarifications of Relevant Issues concerning Cross-Border Renminbi Affairs (the “**PBOC Circular**”). Pursuant to the PBOC Circular, if a foreign investor intends to make investments in the PRC with Renminbi funds it lawfully obtained outside the PRC, whether by way of establishing a new enterprise, increasing the registered capital of an existing enterprise, acquiring an onshore enterprise (excluding any round-tripping acquisition) or providing loan facilities, it shall, in addition to the approval from MOFCOM (Foreign Investment Department) in accordance with the MOFCOM Circular, also obtain an approval from the PBOC. To facilitate Renminbi inbound direct investments by foreign investors, MOFCOM promulgated the Circular on Issues Concerning Cross-Border Renminbi Direct Investment (the “**New MOFCOM Circular**”) on 12 October 2011, and the PBOC issued the Administrative Measures on Settlement of Cross-Border Renminbi Direct Investment (the “**PBOC Measures**”) on 13 October 2011.

According to the New MOFCOM Circular, the local counterparts of MOFCOM are authorised to review and approve cross-border Renminbi direct investments in accordance with the administrative regulations on foreign investments currently in force and the authorities granted under these regulations; however, for investments in the amount of Renminbi 300 million or more and investments relating to (i) financial guarantee, finance lease, micro-financing, auction and similar businesses, (ii) foreign-invested investment companies, foreign-invested venture capital investment or equity investment enterprises, and (iii) cement, iron and steel, electrolytic aluminium, shipbuilding and similar industries that are subject to macro-control measures, the provincial level counterparts of MOFCOM must submit the application documents to MOFCOM for review and approval before issuing the official approval. To the extent that any provisions in previous rules are inconsistent with the provisions in the New MOFCOM Circular, the provisions in the New MOFCOM Circular should prevail. According to the PBOC Measures, foreign investors, foreign-invested enterprises or their Chinese shareholders may submit applications to domestic banks to open Renminbi bank settlement accounts for deposit and settlement of Renminbi funds remitted into the PRC in accordance with the Administrative Measures on Renminbi Bank Settlement Accounts for Foreign Institutions and the Administrative Measures on Renminbi Bank Settlement Accounts. After examining the approval or filing documents issued by MOFCOM, its local counterparts or other relevant regulatory authorities in relation to cross-border Renminbi direct investments, domestic banks are permitted to process foreign investors’ requests for remittance of offshore Renminbi funds into the PRC. To the extent that any provisions in previous rules are inconsistent with the provisions in the PBOC Measures, the provisions in the PBOC Measures shall prevail.

As these regulations and rules are relatively new, their interpretation and enforcement involve uncertainty.

There is no assurance that the PRC government will continue to gradually liberalise the control over cross-border Renminbi remittances in the future, that the pilot scheme introduced in the July 2009 will not be discontinued or that new PRC regulations will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi funds into or out of 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 17.5. 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 the Hong Kong dollar and other foreign currencies fluctuates, and is affected by changes in the PRC, by international political and economic conditions and by various other factors. All payments of interest and principal with respect to the RMB Notes will be made in Renminbi. If an investor measures its investment returns by reference to a currency other than Renminbi, an investment in RMB Notes entails foreign exchange related risks, including possible significant changes in the value of Renminbi relative to the currency by reference to which an investor measures its investment returns. Depreciation of the Renminbi against such currency could cause a decrease in the effective yield of the RMB Notes below their stated coupon rates and could result in a loss when the return on the RMB Notes is translated into such currency. In addition, there may be tax consequences for investors as a result of any foreign currency gains resulting from any investment in RMB Notes.

***Payments in respect of the RMB Notes will only be made to investors in the manner specified in the RMB Notes.*** All payments to investors in respect of the RMB Notes will be made solely by (i) when the RMB Notes are represented by global certificates, transfer to a Renminbi bank account maintained in Hong Kong in accordance with prevailing rules and procedures of the CMU Service, or (ii) when the RMB Notes are in definitive form, transfer to a Renminbi bank account maintained in Hong Kong 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).

## 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
- **2012** means **fiscal 2012** 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 30 June 2012 Telstra Corporation Limited had on issue 12,443,074,357 fully paid ordinary shares. At the date of this Prospectus 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 Principles of Good Corporate Governance and Best Practice Recommendations.

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 3887  
+61(8) 8308 1721 (Switchboard)

The Telstra Group consists of a significant number of Australian and foreign subsidiaries. A list of Telstra’s controlled entities is provided in note 25, and our jointly controlled and associated entities are listed in note 26 of the financial statements in our 2012 Annual Report which is incorporated into this Prospectus by reference (see “Documents incorporated by reference” on pages 7 to 9 inclusive of this Prospectus).

### Telecommunications and information services

Our main activities include the provision of:

- **mobile telecommunications services** - we offer 4G and 3G mobile services to our customers, including voice calling, video calling, text and multimedia messaging, mobile broadband and a range of information, entertainment and connectivity services, as well as traditional 2G services;
- **basic access services to most 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, facsimile 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;

- **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 and Asymmetric Digital Subscriber Line (“ADSL”) 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 BigPond® brand, including BigPond® Broadband, which provides broadband internet services to consumer and small business customers via HFC cable, satellite, ADSL and wireless technologies and BigPond® mobile services, which allows customers to browse and purchase a broad range of up-to-date information and entertainment;
- **a comprehensive range of data and IP services** - in addition, we provide:
  - new generation data and internet services including business grade internet solutions;
  - Business DSL, 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 CPE, allowing for seamless data transfer between customer sites;
  - the Telstra Next IP™ network (a high performance national data network with coverage to over 95% of Australian businesses and seamless integration of the Next G™ wireless network);
  - 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 NAS (network applications and services), 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, ISPs and 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 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:
  - T-Suite® applications;
  - accounting and human resources compliance solutions;
  - customer relationship management;
  - email, conference and message services; and
  - virus, spam and data protection;

- **wholesale services** to other carriers, carriage service providers and internet service providers. 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 Local 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 customer processes 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.

- **Directories, advertising and search services through Sensis Pty Ltd<sup>®</sup>** - these include the Yellow Pages<sup>®</sup> and White Pages<sup>®</sup> print and online directories, and the CitySearch<sup>®</sup> and Whereis<sup>®</sup> online sites. We are a leading provider of directories, advertising and search services through our advertising business and wholly owned subsidiary, Sensis.; and
- **cable distribution services** for FOXTEL’s cable subscription television services.

One of our strengths in providing integrated telecommunications services is our extensive geographical coverage through both our fixed and mobile network infrastructure. This underpins the carriage and termination of the majority of Australia’s domestic and international voice and data traffic.

## **National Broadband Network**

In April 2009 the Government announced its intention to roll out the NBN. The Government has since taken 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 small number of regions. In addition to the 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.

Under the Definitive Agreements (including regulatory undertakings given by Telstra to the ACCC), Telstra will significantly change 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<sup>®</sup> wireless network, Next IP<sup>™</sup> 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 Universal Service Obligation ("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 has made policy commitments to:

- implement reforms to the USO, including the establishment of the Telecommunications Universal Service Management Agency (TUSMA), which is to assume regulatory responsibility for the USO as the NBN Fibre Network is rolled out and to pay Telstra to provide the USO services; 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.

For further important information on this Government initiative which affects our business see the "Risk Factors – National Broadband Network" section on pages 16 to 21 inclusive of this Prospectus.

### **Subscription television**

We own 50 percent of FOXTEL, with Consolidated Media Holdings Ltd and The News Corporation Limited each owning 25 percent. FOXTEL is Australia's leading provider of subscription television services.

In May 2012 FOXTEL acquired 100% of AUSTAR, Australia's then second largest subscription television operator. The transaction was funded by a combination of FOXTEL external debt and shareholder debt contributions in the form of subordinated shareholder loans.

### **International investments**

In international we continue to focus on driving value from our Asian assets. Telstra International Group ("TIG") encompasses our international assets outside Australia and New Zealand. It includes (i) CSL New World (CSLNW) which provides mobile services to the Hong Kong market; (ii) management of our global networks and managed services business that has more than 1,300 points of presence throughout Australia, Asia Pacific, Europe and the US; and (iii) various Chinese search and advertising businesses.

In July 2012 we entered into a share sale agreement to sell our wholly owned subsidiary TelstraClear to Vodafone New Zealand for NZ\$840 million (A\$660 million, based on an A\$ NZ\$ conversion of \$1.28). The completion of the sale is contingent on various factors including New Zealand regulatory approval.

### **Directors**

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

<b>Name</b>	<b>Age</b>	<b>Position</b>	<b>Initial appointment</b>	<b>Last re-elected</b>
Catherine B Livingstone AO	56	Chairman, Non-executive Director	2000	2011
David I Thodey	58	Chief Executive Officer, Executive Director	2009	-
Geoffrey A Cousins	69	Non-executive Director	2006	2009
Russell Higgins AO	62	Non-executive Director	2009	-
John P Mullen	56	Non-executive Director	2008	2011
Nora L Scheinkestel	52	Non-executive Director	2010	-
John W Stocker AO	67	Non-executive Director	1996	2009
Steven M Vamos	54	Non-executive Director	2009	-
John D Zeglis	65	Non-executive Director	2006	2009
Margaret Seale	51	Non-executive Director	2012	-

As at the date of this Prospectus there are no potential conflicts of interest between any duties of any director or senior executive to the Issuer and any private or other duty (including those listed above) of that director or senior executive.

Our 2012 Annual Report sets out (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, an indication of the principal activities performed by them outside Telstra where these are significant with respect to Telstra - see pages 44 to 48 and page 189 of our 2012 Annual Report which is incorporated into this Prospectus by reference (see "Documents incorporated by reference" on pages 7 to 9 inclusive of this Prospectus).

Timothy Chen, who was a director of Telstra at the date of our 2012 Annual Report, resigned as a director of Telstra effective on 5 October 2012.

In addition, John W Stocker has given notice to Telstra that he is to retire as a director of Telstra effective at close of our Annual General Meeting to be held on 16 October 2012.

### **Legal and Arbitration Information**

During the twelve months preceding the date of this Prospectus, 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.

### **Recent developments**

There have been no significant changes in our prospects, financial position or trading position since the date of our last published audited financial statements (being 30 June 2012 and as published in our 2012 Annual Report).

### **Credit rating**

As at the date of this Prospectus, 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 2012 Annual Report and our 2011 Annual Report, as those documents are incorporated by reference in, and form part of, this Prospectus, (see "Documents

incorporated by reference" on pages 7 to 9 inclusive of this Prospectus).

## **Glossary**

**2G:** second generation wireless telephone technology.

**2.5G:** technology designed to expand the bandwidth and data handling capacity of existing mobile telephony systems such as GSM using GPRS.

**3G:** third generation wireless telephone technology designed to further expand the bandwidth and functionality of existing mobile telephony systems beyond 2.5G.

**4G:** fourth generation communications technology. Telstra is delivering 4G using Long Term Evolution (LTE) technology which delivers increased network capacity and faster broadband speeds.

**ADSL (Asymmetric Digital Subscriber Line):** a technology for transmitting digital information at a high bandwidth on existing phone lines.

**CitySearch®:** Australian registered trade mark of CitySearch Australia Pty Ltd ABN 48 076 673 857.

**FOXTEL:** subscription television provider in which Telstra holds a 50 percent share.

**GPRS (General Packet Radio Service):** a service that will allow compatible mobile phones and mobile data devices to access Internet and other data networks on a packet basis. The devices can remain connected to the net and send or receive data information and email at any time.

**GSM (Global System for Mobile Communications):** a mobile telephone system based on digital transmission.

**HFC:** hybrid-fibre coaxial.

**ISDN (Integrated Services Digital Network):** a digital service providing switched and dedicated integrated access to voice, data and video.

**Next G™ wireless network:** our 3GSM 850 MHz national wireless broadband network.

**PSTN (Public Switched Telephone Network):** our national fixed network delivering basic and enhanced telephone services.

**Sensis:** Telstra's directories and advertising subsidiary.

**Sensis®:** Australian registered trade mark of Telstra Corporation Limited ABN 33 051 775 556.

**TelstraClear:** TelstraClear Limited.

**White Pages®:** Australian registered trade mark of Telstra Corporation Limited ABN 33 051 775 556.

**Yellow Pages®:** Australian registered trade mark of Telstra Corporation Limited ABN 33 051 775 556.

**Whereis®:** Australian registered trade mark of Telstra Corporation Limited ABN 33 051 775 556.

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

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*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 Part A of the relevant Final Terms, shall be applicable to the Notes in definitive form (if any) issued in exchange for the Global Note(s) representing each Series. Either (i) the full text of these terms and conditions together with the relevant provisions of Part A of the Final Terms 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 Notes. All capitalised terms that are not defined in these Conditions will have the meanings given to them in Part A of the relevant Final Terms. 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**

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### **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 Final Terms**

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 Final Terms which supplements these Conditions. In the event of any inconsistency between these Conditions and the relevant Final Terms, the relevant Final Terms 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 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 Final Terms. Copies of the relevant Final Terms 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 35 ("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 Final Terms 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 Final Terms or otherwise.

## Part 2 Form, Denomination and Title

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### 2 Form

#### 2.1 Bearer or registered

- (a) Subject to paragraph (b), the Notes are issued as Bearer Notes or Registered Notes as specified in the applicable Final Terms.
- (b) The Euro Notes are issued as Bearer Notes.

#### 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 Final Terms, 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 Uncertificated Registered Notes and Global Notes

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

#### 2.4 Certificated Registered Notes

Canadian Domestic Notes are represented by certificates, each certificate representing one or more Notes registered in the name of the recorded holder of such Canadian Domestic Notes.

#### 2.5 Zero Coupon Notes

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

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

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

---

### 3 Denomination

Bearer Notes and Registered Notes may be issued in one or more Specified Denominations as specified in the applicable Final Terms

In the case of Bearer Notes admitted to trading on a regulated market within the EEA or offered to the public in an EEA State in circumstances which require the publication of a prospectus under the Prospectus Directive, the Bearer Notes will 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.

In the case of Registered Notes admitted to trading on a regulated market within the EEA or offered to the public in an EEA State in circumstances which require the publication of a prospectus under the Prospectus Directive, the Registered Notes will be issued in one or more Specified Denominations of €100,000 and integral multiples of €1,000 in excess thereof.

Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination. The minimum denomination of any Euro Notes must be €100,000 (or its equivalent in other currencies). The equivalent denomination for Notes denominated in an EEA currency other than euro must be calculated in accordance with the requirements (if any) in the relevant EEA State.

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#### **4 Currency**

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

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#### **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.

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#### **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.

<b>7</b>	<b>Title</b>
<b>7.1</b>	<p><b>Scope of this condition</b></p> <p>This Condition 7 (“Title”) does not apply to Australian Domestic Notes or New Zealand Domestic Notes.</p>
<b>7.2</b>	<p><b>Bearer Notes</b></p> <p>Title to Bearer Notes, Receipts and Coupons passes by delivery.</p>
<b>7.3</b>	<p><b>Recognition of interests</b></p> <p>Subject to Condition 7.4 (“Global Notes”), and except as otherwise required by law, the Issuer and the Euro Fiscal Agent must treat the bearer of any Bearer Note, Receipt or Coupon as the absolute owner of the Bearer Note, Receipt or Coupon.</p> <p>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.</p>
<b>7.4</b>	<p><b>Global Notes</b></p> <p>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 of the CMU, the Issuer and the Euro Fiscal Agent or the CMU Lodging Agent (as applicable) must treat:</p> <ul style="list-style-type: none"> <li>(a) for the purposes of payment of principal or interest on the principal amounts of those Notes, the bearer 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</li> <li>(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.</li> </ul> <p>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.</p>
<b>7.5</b>	<p><b>Canadian Domestic Notes</b></p> <ul style="list-style-type: none"> <li>(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.</li> <li>(b) Subject to Condition 10 (“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.</li> </ul>
<b>8</b>	<b>Title to Australian and New Zealand Domestic Notes</b>
<b>8.1</b>	<p><b>Defined terms</b></p> <p>In this Condition 8:</p> <ul style="list-style-type: none"> <li>(a) “<b>Note</b>” means an Australian Domestic Note or a New Zealand Domestic Note, as the case may be;</li> <li>(b) “<b>Register</b>” means the Australian Register or the New Zealand Register, as the case may be; and</li> <li>(c) “<b>Registrar</b>” means the Australian Registrar or the New Zealand Registrar, as the case may be.</li> </ul>

## **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**

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## **9 Transfers of Australian and New Zealand Domestic Notes**

### **9.1 Defined terms**

In this Condition 9:

- (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.

### **9.2 Transfers in whole**

Notes may be transferred in whole but not in part.

### **9.3 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 aggregate consideration payable by the transferee at the time of the transfer is at least N.Z.\$500,000 or the offer or invitation giving rise to the transfer does not constitute an offer or invitation to the public for which disclosure is required to be made to investors, and certain other requirements are required to be fulfilled, pursuant to the Securities Act 1978 of New Zealand; and
- (c) the transfer complies with any other applicable Directives.

#### **9.4 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.

#### **9.5 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.

---

### **10 Transfers of Canadian Domestic Notes**

#### **10.1 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 Final Terms. 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 10 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.

## **10.2 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.

## **10.3 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 15 ("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**

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### **11 General**

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

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### **12 Fixed Rate Notes**

#### **12.1 Application**

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

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

Each Fixed Rate Note bears interest on its outstanding principal amount (or, if it is a Partly Paid Note, as specified in Condition 14.2 ("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 17.4 ("Payments on business days").

#### **12.3 Fixed Coupon Amount**

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

#### **12.4 Broken Amount**

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

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

Except in the case of Notes where a Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest will be calculated in respect of any period by applying the Interest Rate to the Calculation Amount and 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.

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

#### **13.1 Application**

This Condition 13 ("Floating Rate Note and Variable Interest Notes") applies to the Notes only if the relevant Final Terms states that it applies.

#### **13.2 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 Final Terms, each date which falls the number of months or other period specified as the Specified Period in the applicable Final Terms 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 17.4 ("Payments on business days").

#### **13.3 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 Final Terms.

#### **13.4 ISDA Determination**

If ISDA Determination is specified in the relevant Final Terms as the manner in which the Interest Rate is to be determined, the Interest Rate applicable to the Notes for each Interest Period will be the sum of the Margin and the relevant ISDA Rate. For the purposes of this condition, "ISDA Rate" for an Interest Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (a) the Floating Rate Option is as specified in the relevant Final Terms;
- (b) the Designated Maturity is a period specified in the relevant Final Terms; and
- (c) the relevant Reset Date is either:
  - (i) if the relevant Floating Rate Option is for a currency other than Sterling, the second Business Day before the first day of that Interest Period; or
  - (ii) in any other case, as specified in the relevant Final Terms.

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

### **13.5 Screen Rate Determination**

If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Interest Rate is to be determined, the Interest Rate applicable to the Notes for each Interest Period will be the quotation offered for the Reference Rate appearing on the Relevant Screen Page at the Relevant Time. However:

- (a) if there is more than one offered quotation displayed on the Relevant Screen Page at the Relevant Time on the Interest Determination Date, the Screen Rate is the rate calculated by the Calculation Agent as the arithmetic mean of the offered quotations. If there are more than five offered quotations, the Calculation Agent must exclude the highest and lowest quotations (or, in the case of equality, one of the highest and one of the lowest quotations) from its calculation; or
- (b) if an offered quotation is not displayed by the Relevant Time on the Interest Determination Date or if it is displayed but there is an obvious error in that rate, Screen Rate means:
  - (i) the rate the Calculation Agent calculates as the arithmetic mean of the Reference Rates that each Reference Bank quoted to the leading banks in the Relevant Financial Centre at the Relevant Time on the Interest Determination Date; or
  - (ii) where the Calculation Agent is unable to calculate a rate under sub-paragraph (b)(i) because it is unable to obtain the necessary number of quotes, the rate the Calculation Agent calculates is the arithmetic mean of the rates (being the nearest equivalent to the Reference Rate) in respect of an amount that is representative for a single transaction in that market at that time quoted by two or more institutions chosen by the Calculation Agent in the Relevant Financial Centre at the Relevant Time on the date on which those banks would customarily quote those rates for a period commencing on the first day of the Interest Period to which the relevant Interest Determination Date relates for a period equivalent to the relevant Interest Period to leading banks carrying on business in the Relevant Financial Centre in good faith at approximately 11:00am on that day and in an amount that is representative for a single transaction in the market at that time; or
- (c) if the relevant Final Terms specifies an alternate method for the determination of the Screen Rate Determination, then that alternate method will apply.

### **13.6 Maximum or Minimum Interest Rate**

If the relevant Final Terms specifies a Maximum Interest Rate or Minimum Interest Rate for any Interest Period, then the Interest Rate for that Interest Period must not be greater than the Maximum Interest Rate, or be less than the Minimum Interest Rate, so specified.

### **13.7 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 on the Floating Rate Notes and Variable Interest Notes for the relevant Interest Period by applying the Interest Rate to the Calculation Amount and 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 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.

### **13.8 Calculation of other amounts**

If the relevant Final Terms 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 Final Terms.

### **13.9 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 or other relevant authority on which the relevant Floating Rate Notes or Variable Interest Notes are listed as soon as possible of:

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

The Calculation Agent must give notice under this Condition 13.9 as soon as practicable after such determination but (in the case of each Interest Rate, the amount of interest payable and Interest Payment Date) in any event not later than the fourth day of the relevant Interest Period. Notice must also be given promptly to Noteholders.

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

### **13.10 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.

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## **14 Partly Paid Notes**

### **14.1 Application**

This Condition 14 ("Partly Paid Notes") applies to the Notes only if the relevant Final Terms states that it applies.

### **14.2 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 Final Terms.

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## **15 General provisions applicable to interest**

### **15.1 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), presentation and surrender (in the case of a Canadian Domestic Note) or demand (in the case of 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 Final Terms 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).

## **15.2 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).

## **15.3 Rounding**

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

- (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**

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### **16 Redemption**

#### **16.1 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 Final Terms states that the Note has no fixed maturity date.

#### **16.2 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 23.2 ("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 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 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 23.2 (“Withholding tax”) to increase the amount 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.

### 16.3 Early redemption at the option of the Issuer (Issuer call)

If the Final Terms states that the Issuer may redeem all or some of the Notes before their Maturity Date under this Condition 16.3, the Issuer may redeem so many of the Notes specified in the Final Terms 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 Final Terms) notice to the Principal Paying Agent (or, in the case of Notes held through the CMU, the CMU Lodging Agent) or the 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 Final Terms. 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 or Canadian Domestic Notes in definitive form, individually by lot in such European or Canadian city respectively as the Euro Fiscal Agent or Registrar specifies or identified in such other manner or in such other place as the Euro Fiscal Agent or 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, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 31.1(a) (“Form”) not less than 15 days (or such shorter period as is specified in the applicable Final Terms) 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 16.3. The Issuer must notify the Noteholders of this restriction at least five days (or such shorter period as is specified in the relevant Final Terms) before the Selection Date.

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

If the relevant Final Terms 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 16.4, 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 Registrar, as the case may be, during normal business hours:
  - (i) if the Notes are in Definitive Form, the Notes to be redeemed; 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 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 ("Transfers of Australian and New Zealand Domestic Notes") or Condition 10 ("Transfer of Canadian Domestic Notes") respectively.

A Noteholder may not exercise its option under this Condition 16.4 in respect of any Note which is the subject of an exercise by the Issuer of its option to redeem such Note under Condition 16.2 ("Early redemption for taxation reasons") or Condition 16.3 ("Early redemption at the option of the Issuer (Issuer call)").

#### **16.5 Calculation of Early Redemption Amounts**

The Redemption Amount payable on redemption at any time before the Maturity Date of:

- (a) a Note (other than a Zero Coupon 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; and
- (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.

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 Final Terms for the purposes of this Condition 16.5.

## **16.6 Instalments**

Instalment Notes will be redeemed in the Instalment Amounts and on the Instalment Dates specified in the applicable Final Terms. In the case of early redemption, the Early Redemption Amount will be determined under Condition 16.5 ("Calculation of Early Redemption Amounts").

## **16.7 Partly Paid Notes**

Partly Paid Notes will be redeemed at maturity in accordance with the provisions of the applicable Final Terms. In the case of Early Redemption, the Early Redemption Amount will be determined under Condition 16.5 ("Calculation of Early Redemption Amounts").

## **16.8 Effect of notice of redemption**

Any notice of redemption given under this Condition 16 ("Redemption") is irrevocable and obliges the Issuer to redeem the Notes at the time and in the manner specified in the notice.

## **16.9 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.

## **16.10 Cancellation**

All Notes so redeemed or purchased by the Issuer or any of its Subsidiaries under Condition 16.9 ("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**

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## **17 Payments**

### **17.1 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).

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

Notwithstanding any other Condition, if any amount of principal or interest in respect of Bearer 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 in the United States if:

- (a) the Issuer has appointed Paying Agents with Specified Offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such Specified Offices outside the United States of the full amount of principal and interest on the Bearer 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.

### **17.3 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 23 ("Taxation").

In particular, if any withholding or deduction is required under the Foreign Account Taxation Compliance Act provisions, sections 1471 through to 1474 of the US Internal Revenue Code (including any regulations or official interpretations issued, agreements entered into or any law implementing an international intergovernmental approach with respect thereto) ("**FATCA**"), the Issuer will not be required to pay any additional amount under Condition 23 on account of such withholding or deduction.

For the avoidance of doubt, the provisions of Condition 23 in relation to the payment of additional amounts (as specified in Condition 23) only apply in respect of withholdings or deductions of Taxes (as defined in Condition 23) required by law and imposed or levied by or on behalf of Australia or Victoria or any political subdivision thereof or any authority therein or thereof having power to tax.

### **17.4 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.

### **17.5 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 31.1.

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 17.2

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

### **18.1 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.

## **18.2 Validity of Receipts**

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

## **18.3 Unmatured Receipts**

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

## **18.4 Fixed Rate Notes and unmaturred Coupons**

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

If any unmaturred Coupons are not presented for payment in accordance with this Condition 18.4:

- (a) the amount of any missing unmaturred Coupon (or, in the case of payment not being made in full, the same proportion of the amount of that missing unmaturred 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 24 ("Time limit for claims")) or, if later, five years from the date on which that Coupon would otherwise have become due.

## **18.5 Fixed Rate Notes and unmaturred Talons**

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

## **18.6 Other Definitive Bearer Notes and unmaturred Coupons and Talons**

When any Floating Rate Note or Variable Interest Note in definitive bearer form becomes due and repayable, all unmaturred 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.

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

### **19.1 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; and
- (b) otherwise in the manner specified in the relevant Global Note.

### **19.2 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.

### 19.3 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.

### 19.4 Registered Notes

This Condition 19 does not apply to Global Notes that are Registered Notes. Payment in respect of Australian Domestic Notes and New Zealand Domestic Notes are covered in Condition 20 and Canadian Domestic Notes in Condition 21.

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## 20 Payments in respect of Australian Domestic Notes and New Zealand Domestic Notes

### 20.1 Defined terms

In this Condition 20:

- (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.

### 20.2 Registrar is principal paying agent

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

### 20.3 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.

### 20.4 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 despatched 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.

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## **21 Payments in respect of Canadian Domestic Notes**

### **21.1 Defined terms**

In this Condition 21:

- (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 (in the case of payment in a Specified Currency other than euro) a bank in the principal financial centre of the country of such Specified Currency and (in the case of a payment in euro) any bank which processes payments in euro;
- (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.

### **21.2 Payment of Principal**

Payments of principal (other than instalments of principal prior to the final instalment) in respect of each Note 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. Such payments 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 (as defined below).

### **21.3 Payment of Interest and Instalments**

- (a) Payments of interest and payments of instalments of principal (other than the final instalment) in respect of each Note 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 21.2 ("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 21.2.
- (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 21 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.

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### **22 Payments of amount in respect of 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.

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### **23 Taxation**

#### **23.1 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.

#### **23.2 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 23.3 ("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 17.3 ("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 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 required under FATCA (as defined in Condition 17.3), the Issuer will not be required to pay any additional amount under paragraph (b) above on account of such withholding or deduction.

### 23.3 Withholding tax exemptions

**Condition 23.2(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 23.2(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 to, or to 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) where such withholding or deduction is imposed on a payment and is required to be made pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive; or
- (f) 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.

### 23.4 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.

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## 24 Time limit for claims

### 24.1 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 24.1, 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.

## 24.2 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 despatched 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.

## 24.3 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

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### 25 Events of Default

#### 25.1 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 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.

#### 25.2 Associated definition

In Condition 25.1 ("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.

### **25.3 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 in 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**

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### **26 Agents**

#### **26.1 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.

#### **26.2 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 Final Terms. Subject to Condition 26.3 ("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.

#### **26.3 Required Agents**

The Issuer shall:

- (a) at all times maintain a Euro Fiscal Agent, CMU Lodging Agent, 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 Final Terms, at all times maintain a Calculation Agent;
- (c) if and for so long as the Notes:
  - (i) are admitted to the UKLA Official List;
  - (ii) admitted to the Official List of Singapore Exchange Securities Trading Limited; and/or
  - (iii) 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 London or Singapore, as the case may be, and/or in such other place as may be required by such listing authority, stock exchange and/or quotation system; and
- (d) maintain a Paying Agent in a member state of the European Union that will not be obligated to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with that Directive.

Notice of any change in any of the Paying Agents or in their Specified Offices shall promptly be given to the Noteholders.

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## **27 Replacement of lost or damaged Notes and Coupons**

If any Note or Coupon 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 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 or Coupons must be surrendered before replacements will be issued.

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## **28 Meetings of Noteholders**

### **28.1 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 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.

### **28.2 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.

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## **29 Variation**

### **29.1 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.

## **29.2 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.

## **29.3 Notice**

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

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## **30 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.

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## **31 Notices to Noteholders**

### **31.1 Form**

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

- (a)
  - (i) if the Note is a Bearer Note, it may be given, and as long as the Notes are listed on the UKLA Official List and admitted to trading on the Market it will be given, in an advertisement published in the Financial Times or if such publication is not practical, in a leading English daily newspaper having general circulation in Europe; or
  - (ii) (if permitted by the relevant listing authority, stock exchange and/or quotation system) in the case of Notes represented by a Temporary Global Note, a Permanent Global Note or a Canadian Domestic Note, it may be delivered to Euroclear and Clearstream, Luxembourg, CDS, CMU or any other relevant Clearing System 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 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 Final Terms 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 and such Global Note is held on behalf of (i) Euroclear or Clearstream, Luxembourg 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 despatch of such notice as holding interests in the relevant Global Note.*

### **31.2 When effective**

A notice given in accordance with Condition 31.1 ("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 fourth 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).

### **31.3 Couponholders**

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

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## **32 Substitution of Issuer**

### **32.1 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 32 ("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 or Registered Global Note certificate, as the case may be, on terms no less favourable than the 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 23 ("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 31.1(a), 31.1(b) and 31.1(c)); and
  - (ii) the substitution of references to the Former Residence with references to both the New Residence and the Former Residence;
- (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.

### **32.2 Notice**

Notice of any such substitution shall be promptly given to the Noteholders in accordance with Condition 31 ("Notice to the Noteholders").

### **32.3 Effective Date**

A substitution under this Condition 32 takes effect on and from the date ("**Effective Date**") specified under Condition 31.2, which must be a date not earlier than 30 days after the date on which the notice is given.

### **32.4 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 25 ("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 32.1(e) above is or becomes invalid for any reason.

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## **33 Governing law and jurisdiction**

### **33.1 Governing law**

The Bearer Notes and Canadian Domestic Notes and any non-contractual obligations arising out of or in connection with the Bearer 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**").

### **33.2 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.

### **33.3 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.

### **33.4 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.

### **33.5 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.

### **33.6 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.

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## **34 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.

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## 35 Interpretation

### 35.1 Definitions

In these Conditions, the following expressions have the following meanings:

**Accrual Yield** has the same meaning as in the relevant Final Terms.

**Additional Financial Centre(s)** means each city specified as such in the relevant Final Terms.

**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 Final Terms.

**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 London and any additional Business Centre specified in the applicable Final Terms;

- (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 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 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 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: (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 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 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 Final Terms.

**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 Final Terms, 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 Final Terms 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 Final Terms, 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 Final Terms 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 Final Terms.

**Calculation Amount** has the meaning given in the relevant Final Terms.

**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.

**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 Final Terms.

**Clearstream, Luxembourg** means Clearstream Banking, *société anonyme*.

**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 Final Terms 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<sub>1</sub>" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30;

- (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<sub>1</sub>" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D<sub>2</sub> will be 30;

- (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;
- (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 regular semi-annual interest payments, 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 any 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).

**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 Final Terms.

**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 Final Terms.

**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 Final Terms.

**Early Redemption Date (Call)** means the date so described in the relevant Final Terms.

**Early Redemption Date (Put)** means the date so described in the relevant Final Terms.

**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 Final Terms.

**EEA** means the European Economic Area.

**EEA State** means a Member State of the EEA which has implemented the Prospectus Directive.

**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 and 24 October 2011 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 admitted to trading on an exchange in the EEA or offered to the public in an EEA State in a manner that requires the publication of a prospectus under the Prospectus Directive, or that would require such publication if such Note were not an exempt offer further to Article 3(2) of the Prospectus Directive. "Offered to the public" means, for the purposes of this definition, 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 EEA State by any measure implementing the Prospectus Directive in that EEA State.

**Event of Default** means an event so described in Condition 25 ("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 Final Terms.

**Final Terms** means, in respect of a Tranche, a Final Terms specifying the relevant issue details for that Tranche.

**Fixed Coupon Amount** has the meaning given in the relevant Final Terms.

**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 Final Terms.

**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 Final Terms.

**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 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);

**Instalment Amount** means the amount so described in the relevant Final Terms.

**Instalment Date** means the date so described in the relevant Final Terms.

**Instalment Note** means a Note in respect of which the principal amount is payable in one or more instalments, as specified in the applicable Final Terms.

**Interest Commencement Date** means the Issue Date of the Notes or any other date so described in the relevant Final Terms.

**Interest Determination Date** means the date so described in the relevant Final Terms.

**Interest Payment Date** means each date so described in, or determined in accordance with, the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms:

- (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 Final Terms 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 Final Terms or calculated or determined in accordance with the provisions of these Conditions or the relevant Final Terms.

**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 Final Terms, 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 Final Terms.

**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 Final Terms.

**Issuer** means Telstra Corporation Limited (ABN 33 051 775 556).

**Margin** means the margin specified in, or determined in accordance with, the relevant Final Terms.

**Market** means the London Stock Exchange's regulated market being a regulated market for the purposes of the markets in financial instruments directive (2004/39/EC) (MiFID).

**Maturity Date** means, in relation to a Note, the date specified in the relevant Final Terms 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 Final Terms.

**Maximum Redemption Amount** has the meaning given in the relevant Final Terms.

**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 Final Terms.

**Minimum Redemption Amount** has the meaning given in the relevant Final Terms.

**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 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 Final Terms.

**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 16.10 ("Cancellation"); or
- (d) Notes in respect of which a Noteholder is unable to make a claim as a result of the operation of Condition 24 ("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 27 ("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 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.

**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 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 Final Terms.

**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) the 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.

**Prospectus Directive** means Directive 2003/71/EC of the European Parliament (and amendments thereto, including Directive 2010/73/EU to the extent implemented in the Relevant Member State).

**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.

**Receipholder** means, in respect of a Series, the holders of the Receipts.

**Record Date** means, in the case of payments of interest, the close of business in the place where the relevant Register is maintained on:

- (a) in the case of Australian Domestic Notes, the eighth calendar day before the relevant date for payment or any date so described in the relevant Final Terms;
- (b) 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 Final Terms; and
- (c) in the case of Canadian Domestic Notes, the fifteenth calendar day before the relevant date for payment or any date so described in the Final Terms.

**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 Final Terms.

**Reference Banks** means the institutions so described in the relevant Final Terms 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 Final Terms.

**Reference Rate** means the reference rate specified in the Conditions or the relevant Final Terms and:

- (a) if LIBOR is so specified, means the London Interbank Offered Rate;
- (b) if LIBID is so specified, means the London Interbank Bid Rate;
- (c) if LIMEAN is so specified, means the London Interbank Mean Rate;
- (d) if EURIBOR is so specified, means the Euro Interbank Offered Rate;
- (e) if BBSW is so specified, means the Bank Bill Swap Rate in the Australian financial market;
- (f) if BKBM is so specified, means the Bank Bill Mid Market Settlement Rate in the New Zealand financial market; and
- (g) if CAD-BA-CDOR is so specified, means the Canadian Dealer Offered Rate.

**Register** means:

- (a) in relation to Australian Domestic Notes, the Australian Register;
- (b) in relation to the New Zealand Domestic Notes, the New Zealand Register; and
- (c) in relation to Canadian Domestic Notes, the Canadian Register.

**Registered Global Note** means 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) an Australian Domestic Note;
- (b) a New Zealand Domestic Note;
- (c) a Canadian Domestic Note; or
- (d) such other Note issued in registered form which is specified as such in the applicable Final Terms.

**Registrar** means:

- (a) in relation to Australian Domestic Notes, the Australian Registrar;
- (b) in relation to New Zealand Domestic Notes, the New Zealand Registrar; and
- (c) in relation to Canadian Domestic Notes, the Canadian Registrar.

**Registry Services Agreement** means:

- (a) in the case of Australian Domestic Notes, the Australian Registry Services Agreement;
- (b) in the case of New Zealand Domestic Notes, the New Zealand Registry Services Agreement; and
- (c) 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 Final Terms.

**Relevant Member State** means any Member State of the European Economic Area which has implemented the Prospectus Directive.

**Relevant Screen Page** means:

- (a) the page, section or other part of a particular information service (including, without limitation, the Reuters Page BBA LIBOR, the Reuters Page Euribor-EBF, the Reuters Page BBSY and the Reuters Page CDOR provided as part of the Reuters Monitor Money Rates Service) specified as the Relevant Screen Page in the relevant Final Terms; or
- (b) any other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate.

**Relevant Time** means the time so described in the relevant Final Terms.

**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 Final Terms 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 Final Terms.

**Specified Office** means, in relation to a person, the office specified in the most recent Prospectus 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 Final Terms.

**Spot Rate** means, unless specified otherwise in the applicable Final Terms, 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 Final Terms 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).

**UKLA Official List** means the Official List of the Financial Services Authority in its capacity as competent authority for the purposes of Part VI of FSMA and to trading on the Market.

**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 any variable interest rate note other than a Floating Rate 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.

## **35.2 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.

### **35.3 Number**

The singular includes the plural and vice versa.

### **35.4 Headings**

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

### **35.5 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 Final Terms 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 Final Terms as being attached to the Notes at the time of issue, references to Talons are not applicable.

### **35.6 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 23 (“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 23 (“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 Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is “Not Applicable” then such expression is not applicable to the Notes.

# Australian Taxation Summary

## 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 Prospectus, 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 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 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 Final Terms (or another relevant supplement to this Prospectus).*

*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 Final Terms (or another relevant supplement to this Prospectus), the Issuer intends to issue the Notes in a manner which will satisfy the requirements of section 128F of the Australian Tax Act.

In broad terms, the requirements are as follows:

- (i) the Issuer is a resident of Australia and a company (as defined in section 128F(9) of the Australian Tax Act) when it issues the Notes and when interest is paid;
- (ii) the Notes are issued in a manner which satisfies the “public offer” test in section 128F of the Australian Tax Act.

In relation to the Notes, there are five principal methods of satisfying the public offer test, the purpose of which is to ensure that lenders in capital markets are aware that the Issuer is offering the Notes for issue. In summary, the five methods are:

- offers to 10 or more unrelated financiers, or 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;
- (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:

- 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 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, 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/PublicationsAndMedia/Publications/2012/Aus-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 at the rate of (currently) 45 percent 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").

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 23 ("Taxation") and unless expressly provided to the contrary in the relevant Final Terms (or another relevant supplement to this Prospectus), if the Issuer is at any time compelled or authorised by law to deduct or withhold an amount in respect of any Australian withholding taxes imposed or levied by the Commonwealth of Australia in respect of the Notes, the Issuer must, subject to certain exemptions contained in Condition 24.3 ("Withholding tax exemptions"), 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 deduction or withholding are equal to the respective amounts which would have been received had no such deduction or withholding been required. If the Issuer is compelled by law in relation to any Notes to increase a payment in respect of a Note under Condition 23.2 ("Withholding Tax"), the Issuer will have the option to redeem those Notes in accordance with Condition 16.2 ("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 3 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-Australian Holders 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 or transfer of any Notes;
- *TFN/ABN withholding* - withholding tax is imposed at the rate of 46.5 percent on the payment of interest on certain registered securities unless the relevant payee has quoted an Australian tax file number ("**TFN**"), (in certain circumstances) an Australian Business Number ("**ABN**") or proof of some other exception (as appropriate).

Assuming the requirements of section 128F of the Australian Tax Act are satisfied with respect to the Notes, then withholding will not apply to payments to a Non-Australian Holder. Payments to Australian Holders in respect of Registered Notes may be subject to a withholding where the Australian Holder does not quote a TFN, ABN or provide proof of an appropriate exemption (as appropriate);

- *additional withholdings from certain payments to non-residents* - the Governor-General power 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 may give a direction requiring the Issuer to deduct from any payment to a Noteholder any amount in respect of Australian tax payable by the Noteholder. If the Issuer is served with such a direction, then the Issuer will comply with that direction and will make any deduction 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 Prospectus 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 Prospectus): Australia; Austria; Belgium; Chile; China; the Czech Republic; Denmark; Finland; France; Germany; Hong Kong; India; Indonesia; Ireland; Mexico; Norway; Poland; Republic of Korea; Russia; Singapore; Spain; South Africa; 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 23 ("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 Prospectus, 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 item payments include payments for imports and exports of goods and services, payments of income and current transfers into and outside the PRC.

Prior to July 2009, all current account items were required to be settled in foreign currencies. Since July 2009, the PRC has commenced a pilot scheme pursuant to which Renminbi may be used for settlement of imports and exports of goods between approved pilot enterprises in five designated cities in the PRC being Shanghai, Guangzhou, Dongguan, Shenzhen and Zhuhai and enterprises in designated offshore jurisdictions including Hong Kong and Macau. In June 2010 and August 2011, respectively, the PRC government promulgated the Circular on Issues concerning the Expansion of the Scope of the Pilot Programme of Renminbi Settlement of Cross-Border Trades and the Circular on Expanding the Regions of Cross-border Trade Renminbi Settlement (the “**Circulars**”) with regard to the expansion of designated cities and offshore jurisdictions implementing the pilot Renminbi settlement scheme for cross-border trades. Pursuant to the Circulars (i) Renminbi settlement of imports and exports of goods and of services and other current account items became permissible; (ii) the list of designated pilot districts was expanded to cover all provinces and cities in the PRC, and (iii) the restriction on designated offshore districts has been lifted. Accordingly, any enterprises in the designated pilot districts and offshore enterprises are entitled to use Renminbi to settle imports of goods and services and other current account items between them. Renminbi remittance for exports of goods from the PRC may only be effected by approved pilot enterprises in designated pilot districts in the PRC.

On 3 February 2012, PBoC and five other PRC Authorities (the “**Six Authorities**”) jointly issued the Notice on Matters Relevant to the Administration of Enterprises Engaged in Renminbi Settlement of Export Trade in Goods (the “**2012 Circular**”). Under the 2012 Circular, any enterprise qualified for the export and import business is permitted to use Renminbi as settlement currency for exports, provided that the relevant provincial government has submitted to the Six Authorities a list of key enterprises subject to supervision and the Six Authorities have verified and signed off on such list. On 12 June 2012, the PBoC issued a notice stating that the Six Authorities had jointly verified and announced a list of 9,502 exporting enterprises subject to supervision and as a result any enterprise qualified for the export and import business is permitted to use Renminbi as settlement currency for exports.

As new regulations, the Circulars 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 use of Renminbi for payment of transactions categorised as current account items, then such settlement will need to be made subject to the specific requirements or restrictions set out in such rules. Local authorities may adopt different practices in applying the Circulars and impose conditions for the settlement of current account items.

### Capital Account Items

Under the applicable 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 the relevant PRC authorities.

On 7 April 2011, the State Administration of Foreign Exchange (“**SAFE**”) issued the Notice on Relevant Issues regarding Streamlining the Business Operation of cross-border RMB Capital Account Items (the “**SAFE Circular**”), which clarifies that the borrowing by an onshore entity (including a financial institution) of Renminbi loans from an offshore creditor shall in principle follow the current regulations on borrowing foreign debts and the provision by an onshore entity (including a financial institution) of external guarantees in Renminbi shall in principle follow the current regulations on the provision of external guarantees in foreign currencies.

On 12 October 2011, MOFCOM promulgated the Circular on Issues in relation to Cross-border RMB Foreign Direct Investment (the “**MOFCOM Circular**”), and pursuant to which, MOFCOM's prior written consent, which was previously required, is no longer required for Renminbi foreign direct investment (“**RMB FDI**”), and MOFCOM

and its local counterparts are authorised to approve RMB FDI in accordance with existing PRC laws and regulations regarding foreign investment, with the following exceptions which require the preliminary approval by the provincial counterpart of MOFCOM and the consent of MOFCOM in advance: (i) RMB FDI with the capital contribution in Renminbi of RMB 300 million or more; (ii) RMB FDI in financing guarantee, financial leasing, micro financing or auction industries; (iii) RMB FDI in foreign invested investment companies, venture capital or equity investment enterprises; or (iv) RMB FDI in cement, iron and steel, electrolytic aluminium, shipbuilding or other policy sensitive sectors. In addition, RMB FDI in the real estate sector is allowed following the existing rules and regulations of foreign investment in real estate, although Renminbi foreign debt remains unavailable to foreign invested real estate enterprises. The MOFCOM Circular also requires that the proceeds of RMB FDI may not be used towards investment in securities, financial derivatives or entrustment loans in the PRC, except for investments in PRC domestic listed companies through private placements or share transfers by agreement.

On 13 October 2011, PBoC issued the Measures on Administration of the RMB Settlement in relation to Foreign Direct Investment ("**PBoC RMB FDI Measures**") which set out operating procedures for PRC banks to handle Renminbi settlement relating to RMB FDI and borrowing by foreign invested enterprises of offshore Renminbi loans. Prior to the PBoC RMB FDI Measures, cross-border Renminbi settlement for RMB FDI has required approvals on a case-by-case basis from the PBoC. The new rules replace the PBoC approval requirement with less onerous post-event registration and filing requirements. The PBoC RMB FDI Measures provide that, among others, foreign invested enterprises are required to conduct registrations with the local branch of PBoC within ten working days after obtaining business licenses for the purpose of Renminbi settlement; a foreign investor is allowed to open a Renminbi expense account to reimburse some expenses before the establishment of a foreign invested enterprise and the balance in such an account can be transferred to the Renminbi capital account of such foreign invested enterprise when it is established, commercial banks can remit a foreign investor's Renminbi proceeds from distribution (dividends or otherwise) by its PRC subsidiaries out of the PRC after reviewing certain requisite documents; if a foreign investor intends to use its Renminbi proceeds from distribution (dividends or otherwise) by its PRC subsidiaries, the foreign investor may open a Renminbi re-investment account to receive such Renminbi proceeds, and the PRC parties selling a stake in domestic enterprises to foreign investors can open Renminbi accounts and receive the purchase price in Renminbi paid by foreign investors in Renminbi by submitting certain documents as required to the commercial bank.

As the MOFCOM Circular, the SAFE Circular and the PBoC RMB FDI Measures are relatively new circulars, they will be subject to interpretation and application by the relevant PRC authorities. There is no assurance that approval of such remittances, borrowing or provision of external guarantee in Renminbi will continue to be granted or will not be revoked in the future. Further, since the remittance of Renminbi by way of investment or loans are now categorised as capital account items, such remittances will need to be made subject to the specific requirements or restrictions set out in the relevant SAFE rules.

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 depository, 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 depository and provides, among other things, services for safekeeping, administration, clearance and settlement of internationally traded securities. As a professional depository, 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 depository 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 depository 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, "authorised institutions" under the Banking Ordinance (Cap. 155) of Hong Kong and 'exempt dealers' in securities under the Securities Ordinance (Cap. 333) of Hong Kong.

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 Final Terms 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**") pursuant to the Euro Fiscal Agency Agreement dated 31 October 2001 as amended and restated on 15 October 2002 as amended and restated or supplemented 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 and having the benefit of the Deed of Covenant dated 12 October 2006 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 depository for Euroclear and Clearstream, Luxembourg ("**Common Depository**") or with a sub-custodian for the CMU, 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 Depository may also be credited to the accounts of subscribers with (if indicated in the relevant Final Terms) 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 Final Terms, which in either case, will be deposited on or prior to the original issue date to a Common Depository. Canadian Domestic Notes and other Notes issued in registered form which are held in 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.

## 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 on 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 or registered with 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**

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).

### **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 Final Terms, 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 ("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 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 Final Terms) relating to Partly Paid Notes.

## 4.4 Exchange of Registered Global Notes

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 Final Terms 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 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 in the case of Notes lodged with the CMU, the CMU Lodging Agent). In exchange for any such 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 this Prospectus, “**Definitive Notes**” means, in relation to any Global Note, the definitive Bearer Notes or the definitive Registered Notes 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, 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 Final Terms. 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 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 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 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.

# 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 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. 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.

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 Prospectus or any other offering material or any Final Terms, 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 Prospectus comes are required by the Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver Notes or have in their possession or distribute the Prospectus 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 Final Terms 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 Final Terms 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              | • The Netherlands            | • Switzerland              |
| • Canada;                | • New Zealand                | • Taiwan                   |
| • European Economic Area | • People's Republic of China | • United Kingdom           |
| • Hong Kong              | • Republic of Italy          | • United States of America |
| • Japan                  | • Singapore                  |                            |

\* \* \* \* \*

## 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 ASIC. Each Dealer appointed under the Program will be required to represent and agree, that, unless the relevant Final Terms (or relevant supplement to this Prospectus) otherwise provides, it:

- (a) has not offered or invited applications, and will not offer or invite applications for the issue, sale or purchase of the Notes in Australia (including an offer or invitation which is received by a person in Australia); and
- (b) has not distributed or published, and will not distribute or publish, the Prospectus or any other offering material or advertisement relating to the Notes in Australia,

unless (i) the minimum aggregate consideration payable by each offeree is at least A\$500,000 (or its equivalent in other currencies, 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 in Chapter 7 of the Corporations Act) and does not require any document to be lodged with ASIC, and (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.

## Canada

Each Dealer has represented and warranted to, and agreed 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 (ii) such sale and delivery will be made through an affiliate of it that is so registered if the affiliate is registered in a category that permits such sale and has agreed to make such sale and delivery in compliance with the representations, warranties and agreements set out herein;
- (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 1.1 of National Note 45-106-Prospectus and Registration Exemptions (NI 45-106) and which categories set forth in the relevant definition of “accredited investor” in NI 45-106 correctly describes such Canadian Purchaser, (iii) has represented to it 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 (iv) 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 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 Prospectus as completed by the Final Terms 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 100 or, if the Relevant EEA State has implemented the relevant provisions of the 2010 PD Amending Directive, 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 EEA State by any measure implementing the Prospectus Directive in that EEA State, the expression “Prospectus Directive” means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant EEA State) and includes any relevant implementing measure in each Relevant EEA State and the expression “**2010 PD Amending Directive**” means Directive 2010/73/EU.

#### **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, sold, delivered or transferred and will not offer, sell, deliver or transfer in Hong Kong, by any 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 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 each Dealer appointed under the Program will be required to represent and agree, that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange 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 appointed under the Program will be required to represent and agree, that with effect from and including 1 January 2012 it will not make an offer of Notes which are the subject of the offering contemplated by this Prospectus as completed by the Final Terms in relation thereto to the public in The Netherlands in reliance on Article 3(2) of the Prospectus Directive unless:

- (a) such offer is made exclusively to legal entities which are qualified investors in The Netherlands as defined in the Prospectus Directive; or
- (b) standard exemption wording is disclosed as required by article 5:20(5) of the Dutch Financial Supervision Act (Wet op het financieel toezicht, the “**FMSA**”); or
- (c) such offer is otherwise made in circumstances in which article 5:20(5) of the FMSA 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 “Public Offer Selling Restriction Under the Prospectus Directive”.

### *Regulatory capacity to offer the Notes in the Netherlands*

Each Dealer under the Program, and each further Dealer appointed under the Program, which did and does not have the requisite Dutch regulatory capacity to make offers or sales of financial instruments in the Netherlands has represented and agreed and will be required to represent and agree, respectively, with the Issuer that it has not offered or sold and will not offer or sell any of the Notes of the Issuer in the Netherlands, other than through one or more investment firms acting as principals and having the Dutch regulatory capacity to make such offers or sales.

### *Zero Coupon Notes*

Zero Coupon Notes in definitive form issued by the Issuer 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 N.V., with due observance of the Dutch Savings Certificates Act (Wet inzake Spaarbewijzen) of 21 May 1985 (as amended) and its implementing regulations (“**Savings Certificates Act**”). 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 by the first holders thereof; (iii) in respect of the transfer and acceptances 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 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

and, in addition thereto, if such Zero Coupon Notes in definitive form do not qualify as commercial paper traded between professional borrowers and lenders within the meaning of the agreement of 2 February 1987 attached to the Royal Decree of 11 March 1987 (Staatscourant 129) (as amended), each transfer and acceptance should be recorded in a transaction note, including the name and address of each party to the transaction and the details and serial numbers of such Notes.

For purposes of the paragraph above, “Zero Coupon Notes” are Notes that are in bearer form (whether in definitive or in global 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 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) at all times while Part 2 of the Securities Act 1978 of New Zealand (the “**NZ Securities Act**”) remains in force:
  - (A) to persons whose principal business is the investment of money or who, in the course of and for the purposes of their business, habitually invest money; or
  - (B) to persons who in all the circumstances can properly be regarded as having been selected otherwise than as members of the public; or
  - (C) to persons who are each required to pay a minimum subscription price of at least N.Z.\$500,000 for the Notes before the allotment of those Notes (disregarding any amounts payable, or paid, out of money lent by the Issuer or any associated person of the Issuer); or
  - (D) to persons who are eligible persons within the meaning of section 5(2CC) of the Securities Act 1978 of New Zealand (or any statutory modification or re-enactment of, or statutory substitution for that Act) (“**NZ Securities Act**”); or
  - (E) in other circumstances where there is no contravention of the NZ Securities Act; and
- (ii) if the New Zealand Parliament enacts new legislation that applies, either directly or indirectly, to the offer of Notes (“**New Legislation**”), in circumstances where there is no contravention of the New Legislation.

## **People’s Republic of China**

Each 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 Prospectus 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, including, but not limited to, those which may be required by the China Securities Regulatory Commission, the State Administration of Foreign Exchange and/or the China Banking Regulatory Commission, and complying with all relevant PRC laws and regulations, including, but not limited to, all relevant foreign exchange regulations and/or securities investment regulations.

## **Selling Restrictions Addressing Additional Securities Laws of the Republic of Italy**

The offering of the Notes has not been registered pursuant to Italian securities legislation and, accordingly, each Dealer has represented and agreed 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 Prospectus 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 Prospectus 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 Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore under the Securities and Futures Act, Chapter 289 of Singapore (the "**Securities and Futures Act**"). Accordingly, each 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 Prospectus 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 pursuant to Section 274 of the Securities and Futures Act (b) to a relevant person (as defined in Section 275(2) of the Securities and Futures Act) pursuant to Section 275(1) of the Securities and Futures Act, or 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 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 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:

- (a) to an institutional investor (under Section 274 of the Securities and Futures Act) or a relevant person (as defined in Section 275(2) of the Securities and Futures Act) and in accordance with the conditions specified in Section 275 of the Securities and Futures Act;
- (b) (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;
- (c) where no consideration is, or will be, given for the transfer;
- (d) where the transfer is by operation of law;
- (e) as specified in Section 276(7) of the Securities and Futures Act; or
- (f) as specified in 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 Programme, including, but not limited to, this Prospectus. The Notes may be made available for purchase 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.

## Selling Restrictions Addressing Additional United Kingdom Securities Laws

Each Dealer appointed under the Program will be required to represent and agree, that:

- (a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business, and (ii) it has not offered or sold and will not offer or sell such Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the **FSMA** by the Issuer;
- (b) it has only communicated or caused to be communicated and it will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(l) 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 Final Terms)*

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 later of the commencement of the offering and the closing date for the offering of the Notes comprising 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 commencement of the offering 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.

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 ("**D Rules**"):
  - (i) each Dealer has 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);
- (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.

In respect of Notes in bearer form where TEFRA C is specified in the applicable Final Terms, 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 Final Terms applicable to each Series of Notes or in a supplement to this document.

# Form of Final Terms

Final Terms 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**

### Part A - Contractual Terms

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 dated [•] 2012 [and the supplemental Prospectus dated **[date]**] which [together] constitute[s] a base prospectus for the purposes of Directive 2003/71/EC (and amendments thereto, including Directive 2010/73/EU to the extent implemented in the Relevant Member State) ("**Prospectus Directive**"). This document constitutes the Final Terms of the Notes described in it for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Prospectus [as so supplemented]. [Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus [(as so supplemented)].] The Prospectus [and the supplemental Prospectus] [is] [are] available for viewing on the Issuer's website, [www.telstra.com.au](http://www.telstra.com.au).

*The following alternative language applies if the first tranche of an issue which is being increased was issued under a Prospectus 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 dated [original date] [and the supplemental Prospectus dated [date]] and incorporated by reference into the Prospectus dated [•] 2012 and which are attached hereto. This document constitutes the Final Terms of the Notes described in it for the purposes of Article 5.4 of Directive 2003/71/EC (and amendments thereto, including Directive 2010/73/EU to the extent implemented in the Relevant Member State) ("**Prospectus Directive**") and must be read in conjunction with the Prospectus dated [•] 2012 [(as so supplemented)], which [together] constitute[s] a base prospectus for the purpose of the Prospectus Directive. The Prospectus[es] [and the supplemental Prospectus[es]] [is] [are] available for viewing on the Issuer's website, [www.telstra.com.au](http://www.telstra.com.au).

1	Issuer:	Telstra Corporation Limited
2	(i) Series Number:	[ ]
	(ii) Tranche Number:	[ ]
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):	[ ]

	(ii) Calculation Amount:	[ ]
7	(i) Issue Date:	[ ]
	(ii) Interest Commencement Date:	[ ]
8	Maturity Date:	[ ]
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 Final Terms.
10	Interest Basis:	[Fixed Rate]  [Specify reference rate + / - [ ]% Floating Rate]
11	Redemption / Payment Basis:	[Redemption at par]  [Partly Paid]  [Instalment]
12	Change of 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	<b>Fixed Rate Note Provisions</b>	[Applicable] [Not Applicable]
	(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 [ ]].
	(iii) Fixed Coupon Amount[(s)]:	[Not Applicable] [[ ] per Calculation Amount]
	(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)] [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)]
(vii)	Business Centre(s):	[ ]
(viii)	Calculation Agent	[ ]
16	<b>Floating Rate Note Provisions</b>	[Applicable] [Not Applicable]
(i)	Interest Period(s) / Interest Payment Date(s) / Specified Period:	[ ]
(ii)	Business Day Convention:	[Floating Rate Convention] [Following Business Day Convention] [Modified Following Business Day Convention] [Preceding Business Day Convention]  [(adjusted) / (no adjustment)]
(iii)	Business Centre(s):	[ ]
(iv)	Manner in which the Rate(s) of Interest is / are to be determined:	[Screen Rate Determination] [ISDA Determination]
(v)	Calculation Agent:	[ ]
(vi)	Screen Rate Determination:	
	- Reference Rate:	[[ ] month] [LIBOR] [[ ] month] [LIBID] [[ ] month] [LIMEAN] [[ ] month] [EURIBOR] [[ ] month] [BBSW] [[ ] month] [BKBM] [[ ] month] [CAD-BA-CDOR]
	- Interest Determination Date(s):	[ ]
	- Relevant Screen Page:	[Reuters Page BBA LIBOR] [Reuters Page Euribor-EBF] [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] [Actual/Actual Canadian Compound Method]

17	<b>Zero Coupon Note Provisions</b>	[Applicable] [Not Applicable]
(i)	[Amortisation/Accrual] Yield:	[ ] percent per annum
(ii)	Reference Price:	[ ]
(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)]

#### PROVISIONS RELATING TO REDEMPTION

18	<b>Issuer Call Option</b>	[Applicable] [Not Applicable]
(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
(iii)	If redeemable in part:	
	(a) Minimum Redemption Amount:	[ ] per Calculation Amount
	(b) Maximum Redemption Amount:	[ ] per Calculation Amount
19	<b>Investor Put Option</b>	[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
20	<b>Final Redemption Amount</b>	[ ]
21	<b>Early Redemption Amount (Tax)</b>  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)	[Calculation Amount] [[ ] per Calculation Amount]
22	<b>Early Termination Amount</b>	[specify if any]
<b>GENERAL PROVISIONS APPLICABLE TO THE NOTES</b>		
23	(i) <b>Form of Notes:</b>	<p><b>[Bearer Notes]</b>  <b>[Australian Domestic Notes (in uncertificated registered form)]</b>  <b>[New Zealand Domestic Notes (in uncertificated registered form)]</b>  <b>[Canadian Domestic Notes (in certificated registered form)]:</b></p> <p>[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]</p> <p>[Temporary Global Note exchangeable for Definitive Notes on [ ] days' notice]</p> <p>[Permanent Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]</p> <p>[Registered Global Note]</p>
	(ii) If certificated, name and address of Registrar or other entity:	[ ]
24	Additional Financial Centre(s) or other special provisions relating to payment dates:	[Not Applicable] [ ]
25	Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):	[Yes and [ ]] [No]]
26	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] [ ]
27	Details relating to Instalment Notes: amount of each instalment, date on which	[Not Applicable]

each payment is to be made: [ ]

28 Consolidation provisions [Not applicable]  
[The provisions [in Condition 30 ("Further issues") apply]

29 Name and address of Dealer: [Not Applicable]  
[ ]

### 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

## PART B – OTHER INFORMATION

### 1. ADMISSION TO TRADING

- (i) Listing: ☐ [Application has been made for the Notes, to be listed on the] ☐ [The] official list of the UK Listing Authority.]
- ☐ [Application has been made to the Singapore Exchange Securities Trading Limited for permission to deal in and quotation for any Notes which are agreed at the time of issue thereof to be so listed on the Singapore Exchange Securities Trading Limited.]
- ☐ [None]
- (ii) Admission to trading: ☐ [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [the Regulated Market of the London Stock Exchange plc.]
- ☐ [The Official List of Singapore Exchange Securities Trading Limited] with effect from [ ].]
- ☐ [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [ ] with effect from [ ].]
- ☐ [Not Applicable]
- (iii) Estimate of total expenses related to admission trading: ☐ [ ]

### 2. RATINGS

- Ratings: The Notes to be issued have been rated:
- ☐ [Standard & Poor's (Australia) Pty Ltd : ☐ ]
- ☐ [Moody's Investors Service Pty Limited: ☐ ]
- ☐ [ ]: ☐ [ ]

### 3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

☐ [Save as discussed in the Prospectus under "Sale and subscription", so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer.]

☐ [ ]

### 4. YIELD (FIXED RATE NOTES ONLY)

- Indication of yield: ☐ [ ]
- ☐ [Calculated as [ ] on the Issue Date.]

As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

### 5. 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:	<p>[Fiscal Agent &amp; Paying Agent Deutsche Bank AG, London Branch Winchester House, 1 Great Winchester Street, London EC2N 2DB, United Kingdom]</p> <p>[Paying Agent Deutsche Bank Luxembourg S.A. 2 Boulevard Konrad Adenauer, L-1115 Luxembourg]</p> <p>[CMU Lodging Agent Deutsche Bank AG, Hong Kong Branch 52<sup>nd</sup> Floor, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong]</p>
Additional Agent(s) names and addresses (if any):	[ ]
In the case of [Australian / New Zealand / Canadian] Domestic Notes: [Australian / New Zealand / Canadian] Registrar:	[ ] of [ ]

## General information

### Authorisations

The issuance of this Prospectus was approved on 13 July 2012, and the issue of Notes during the period from the date of this Prospectus until 31 July 2013 was approved on 27 August 2012, 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

Any Tranche of Notes intended to be admitted to listing on the UKLA Official List and admitted to trading on the Market will be so admitted to listing and trading upon submission to the UK Listing Authority and the Market of the relevant Final Terms and any other information required by the UK Listing Authority and the London Stock Exchange, subject to the issue of the relevant Notes. Prior to official listing, dealings will be permitted by the London Stock Exchange in accordance with its rules. Transactions will normally be effected for delivery on the third working day after the day of the transaction.

Application has also been made to the SGX-ST for permission to deal in and quotation for any Notes which are agreed at the time of issue thereof to be so listed on the SGX-ST. There can be no assurance that such application will be approved. For so long as any Notes are listed on the SGX-ST and the rules of the SGX-ST so require, such Notes will be traded on the SGX-ST in a minimum board lot size of S\$250,000 (or its equivalent in foreign currencies).

So long as any Notes are listed on the SGX-ST and the rules of the SGX-ST so require, the Issuer shall appoint and maintain a paying agent in Singapore where the Notes may be presented or surrendered for payment or redemption in the event that a Note in global form representing the Notes is exchanged for Notes in definitive form. In addition, in the event that a Note in global form representing the Notes is exchanged for Notes in definitive form, announcement of such exchange shall be made through the SGX-ST and such announcement will include all material information with respect to the delivery of the Notes in definitive form, including details of the paying agent in Singapore.

However, Notes may be issued pursuant to the Program which will not be admitted to listing, trading and/or quotation by the UK Listing Authority or the Market or any other listing authority, stock exchange and/or quotation system or which will be admitted to listing, trading and/or quotation by such listing authority, stock exchange and/or quotation system as the Issuer and the relevant Dealer(s) may agree.

### Clearing of the Notes

The Notes (other than Australian Domestic Notes, New Zealand Domestic Notes and Canadian Domestic Notes) have been accepted and Canadian Domestic Notes may be accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate common code and the International Securities Identification Number in relation to the Notes of each Series will be specified in the Final Terms 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 Final Terms.

The relevant Final Terms 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 any alternative clearing system will be specified in the applicable Final Terms.

### 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 98 to 99 inclusive of this Prospectus.

## **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.

## **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.

## **Financial information and accounts**

Since 30 June 2012, the last day of the financial period for which the most recent audited financial statements of the Issuer have been prepared, there has been no significant change in the financial or trading position, and no material adverse change in the prospects, of the Issuer and its subsidiaries taken as a whole.

Ernst & Young, independent auditors, have audited the Issuer's financial statements for the fiscal years ended 30 June 2011 and 30 June 2012 and unqualified opinions have been received. Ernst & Young's appointment extends to the year ending 30 June 2013. Ernst & Young is registered to carry out audit work by the Institute of Chartered Accountants in Australia.

No financial information in this Prospectus other than the financial statements incorporated by reference (see section headed "Documents Incorporated by Reference" above) has been audited. Where in this Prospectus it indicates that the Issuer's financial statements have been audited, these statements will have been audited according to Australian auditing requirements. Australian auditing requirements have no significant departures from International Standards on Auditing.

## **Material Change**

There has been no material adverse change in the prospects of the Issuer since 30 June 2012, being the date of the latest published audited financial statements of the Issuer. In addition, there have been no recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency.

## **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 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 Prospectus and any supplementary Prospectus in relation to the Program, together with any amendments;
- (c) any reports, letters or other documents referred to in this Prospectus;
- (d) the 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 accounts and consolidated accounts of the Issuer beginning with the accounts for the years ended 30 June 2011 and 30 June 2012;

- (m) each Final Terms (save that Final Terms relating to a Note which is neither admitted to trading on a regulated market within the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the Issuer and the Issuing and Paying Agent as to its holding of Notes and identity); and
- (n) any documents incorporated into this Prospectus by reference (see “Documents Incorporated by Reference” above).

**Other issuance under the Program**

The Dealer Agreement provides that Telstra may issue Notes in a form not contemplated by this Prospectus. If any such Notes are to be listed on the London Stock Exchange, Telstra will issue a replacement Prospectus describing the form (and terms and conditions) of such Notes.

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