

**Export Development Canada  
(An agent of Her Majesty in right of Canada)**



**USD30,000,000,000  
Programme for the  
Issuance of Debt Instruments**

*This document (the “Offering Memorandum”) constitutes an offering memorandum in respect of the Programme (as defined below). Instruments (as defined below) issued on or after the date of this Offering Memorandum are issued subject to the provisions herein. This Offering Memorandum does not constitute a base prospectus for the purpose of Article 8 of Regulation (EU) 2017/1129 (the “Prospectus Regulation”).*

Under the programme for the issuance of debt instruments (the “Programme”) which is described in this Offering Memorandum, Export Development Canada (the “Issuer”), subject to compliance with all relevant laws, regulations and directives, may from time to time issue debt instruments (the “Instruments”) denominated in any currency agreed by the Issuer and the relevant purchaser. The aggregate principal amount of Instruments issued under the Programme will not at any time exceed USD30,000,000,000 (or the equivalent in other currencies).

Application has been made to the Luxembourg Stock Exchange for Instruments issued under the Programme during the period of twelve months following the date of this document to be admitted to the official list of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF market of the Luxembourg Stock Exchange (the “Euro MTF Market”). The Euro MTF Market is not a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU) (as amended, “MiFID II”). The Programme provides that Instruments may be listed or admitted to trading, as the case may be, on such further or other stock exchanges or markets as the Issuer and the relevant Dealer(s) (as defined herein) may agree as specified in the applicable Pricing Supplement (as defined herein), subject to compliance with all applicable laws and the rules of such stock exchange. The applicable Pricing Supplement will specify whether the Instruments are to be listed and the stock exchange or market on which they will be listed, or whether the Instruments will not be listed.

This Offering Memorandum is a “prospectus” for the purposes of admission to listing on the Official List of the Luxembourg Stock Exchange and admission to trading of the Instruments on the Euro MTF Market in accordance with the rules and regulations of the Luxembourg Stock Exchange and Part IV of the Luxembourg Law of 16 July 2019 on prospectuses for securities, as amended. **THIS DOCUMENT DOES NOT CONSTITUTE A PROSPECTUS FOR THE PURPOSES OF ARTICLE 8 OF THE PROSPECTUS REGULATION.**

**There are certain risks related to an investment in the Instruments which investors should ensure they fully understand. See “Risk Factors” at page 8 hereof.**

**Arranger  
HSBC**

## IMPORTANT NOTICES

The Issuer has prepared this document for the purpose of giving information with regard to the Programme, the Instruments to be issued thereunder, itself as the issuer of such Instruments and Canada. This Offering Memorandum supersedes any previous Offering Memorandum issued by the Issuer in respect of the Programme. Any Instruments issued under the Programme on or after the date hereof are issued subject to the provisions set out in this Offering Memorandum. This does not affect any Instruments issued prior to the date hereof.

### RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Offering Memorandum. To the best of the knowledge of the Issuer, having taken all reasonable care to ensure that such is the case, the information contained in this Offering Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information.

### OTHER RELEVANT INFORMATION

This Offering Memorandum is to be read in conjunction with any supplements issued from time to time and all documents deemed incorporated herein and in any such supplement by reference (see "*Documents Incorporated by Reference*") and shall be read and construed on the basis that such documents are so incorporated and form part of this Offering Memorandum. This document will, in relation to each Tranche of Instruments issued under the Programme, be supplemented by a pricing supplement (the "**Pricing Supplement**"). In relation to any Tranche of Instruments, this Offering Memorandum should also be read and construed together with the applicable Pricing Supplement.

No representation or warranty is made or implied by the Arranger or any of its affiliates and neither the Arranger nor its affiliates accepts any responsibility as to the accuracy or completeness of the information contained in this Offering Memorandum. Neither the Arranger nor any dealer appointed in respect of an issue of Instruments (a "**Dealer**") has separately verified the information contained in this Offering Memorandum.

### NOTICES REGARDING OFFERS IN THE EUROPEAN ECONOMIC AREA

This Offering Memorandum has been prepared on the basis that all offers of Instruments in any member state (the "**Member States**" and each, a "**Member State**") of the European Economic Area will be made pursuant to an exemption under the Prospectus Regulation from the requirement to produce or publish a prospectus for offers of Instruments. Accordingly, any person making or intending to make any offer within a Member State of the Instruments which are the subject of an offering contemplated in this Offering Memorandum as completed, supplemented or modified by the applicable Pricing Supplement in relation to those Instruments may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to produce or publish a prospectus pursuant to Article 8 of the Prospectus Regulation in relation to such offer.

**If and to the extent that this Offering Memorandum is communicated in, or an offer of Instruments under the Programme is made in any Member State, this Offering Memorandum and the offer are only addressed to and directed at persons in that Member State who are qualified investors within the meaning of the Prospectus Regulation (or who are other persons to whom the offer may lawfully be addressed) and must not be acted upon by other persons in that Member State. The Issuer does not consent to the use of this Offering Memorandum in any other circumstances.**

Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Instruments in circumstances in which an obligation arises for the Issuer or any Dealer to publish a prospectus or supplement a prospectus pursuant to the Prospectus Regulation for such offer. Neither the Issuer nor any Dealers have authorized, nor do they authorize, the making of any offer of the Instruments through any financial intermediary, other than offers made by the relevant Dealers which constitute the final placement of the Instruments contemplated in the applicable Pricing Supplement.

## **MIFID II PRODUCT GOVERNANCE AND TARGET MARKET**

If the Pricing Supplement in respect of Instruments includes a legend entitled “MiFID II Product Governance/Professional investors and ECPs only target market”, then solely for the purposes of each manufacturer’s product approval process, the target market assessment in respect of such Instruments has led to the conclusion that: (i) the target market for the Instruments is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Instruments to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Instruments (a “**distributor**”) should take into consideration the manufacturers’ target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Instruments (by either adopting or refining the manufacturers’ target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the Product Governance rules under EU Delegated Directive 2017/593 (the “**MiFID Product Governance Rules**”), any Dealer subscribing for any Instruments is a manufacturer in respect of such Instruments, but otherwise neither the Arranger nor any Dealer nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

## **PRIIPS REGULATION / IMPORTANT – EEA RETAIL INVESTORS**

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

## **NOTIFICATION UNDER SECTION 309B(1)(C) OF THE SECURITIES AND FUTURES ACT (CHAPTER 289) OF SINGAPORE (AS MODIFIED OR AMENDED FROM TIME TO TIME, THE “SFA”)**

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

## **UNAUTHORISED INFORMATION**

None of the Arranger, any Dealer, salesperson or any other person has been authorised to give any information or to make any representation not contained in or not otherwise consistent with this Offering Memorandum (as the same may be supplemented from time to time) or any other information supplied by the Issuer in connection with the Programme or the issue or sale of the Instruments and, if given or made, any such information or representation should not be relied on as having been authorised by the Issuer or the Arranger.

## **CURRENCY OF INFORMATION**

Neither the delivery of this Offering Memorandum or any Pricing Supplement nor the offering, sale or delivery of any Instrument shall, in any circumstances, create any implication that the information contained herein is true subsequent to the date hereof or the date upon which this Offering Memorandum has been most recently supplemented or that there has been no adverse change in the financial situation of the Issuer or Canada since the date hereof or, as the case may be, the date upon which this Offering Memorandum has been most recently supplemented or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

## INDEPENDENT EVALUATION

None of this Offering Memorandum, any Pricing Supplement, any financial statements or any further information supplied in connection with the Instruments or the Programme constitutes an offer or an invitation to subscribe for or to purchase any Instruments or 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 these things) by the Issuer, the Arranger or any Dealer that any investor(s) or any recipient of this Offering Memorandum or any information incorporated by reference herein or any further information supplied in connection with the Instruments or the Programme (including the Pricing Supplement) should subscribe for, or purchase, any Instruments. Each investor contemplating purchasing Instruments should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness and the condition (financial or otherwise) of the Issuer and Canada. Each potential investor in Instruments should determine for itself the relevance of the information contained in this Offering Memorandum and its purchase of Instruments should be based upon such investigation as it deems necessary. The Arranger expressly does not undertake to review the financial condition or affairs of the Issuer or Canada during the life of the Programme or to advise any investor or potential investor in the Instruments of any information coming to the attention of the Arranger.

## RESTRICTIONS ON USE AND DISTRIBUTION

This Offering Memorandum does not constitute or form part of any offer or invitation to sell Instruments and is not soliciting any offer to buy Instruments in any jurisdiction where such offer or sale is not permitted. Neither this Offering Memorandum nor any Pricing Supplement may be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation.

The distribution of this Offering Memorandum or any Pricing Supplement and the offering, sale and delivery of Instruments in certain countries and jurisdictions may be restricted by law. In particular, no action has been taken by the Issuer which would permit a public offering of the Instruments or distribution of this Offering Memorandum in any jurisdiction where action for that purpose is required. Accordingly, the Instruments may not be offered or sold, directly or indirectly, and neither this Offering Memorandum nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with all applicable laws and regulations. Persons into whose possession this Offering Memorandum comes are required by the Issuer to inform themselves about, and to observe, any such restrictions.

Instruments have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), or with any securities regulatory authority of any state or other jurisdiction of the United States and may include Instruments in bearer form which are subject to United States tax law requirements. Subject to certain exceptions relating to sales made to "Qualified Institutional Buyers" in reliance on Rule 144A promulgated under the Securities Act ("**Rule 144A**") as more fully described under the heading "*Subscription and Sale*" herein, Instruments may not be offered, sold or, in the case of Instruments issued in bearer form, delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act ("**Regulation S**")). Instruments shall be subject to restrictions on transfer as set forth under the heading "*Transfer Restrictions*" herein.

This Offering Memorandum and the applicable Pricing Supplement have been prepared for use in connection with the offer and sale of Instruments outside the United States to Non-U.S. persons in reliance on Regulation S and within the United States to "**Qualified Institutional Buyers**" in reliance on Rule 144A. Prospective investors are hereby notified that sellers of the Instruments may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.

For a description of these and certain further restrictions on offers, sales and deliveries of the Instruments and distributions of this Offering Memorandum and other offering material relating to the Instruments and any related Pricing Supplement, in the United States of America, Japan, Switzerland, the EEA (including the United Kingdom and Belgium), the People's Republic of China, Singapore, Hong Kong, New Zealand, India and Brazil see "*Subscription and Sale*".

## INVESTMENT CONSIDERATIONS

Instruments may not be a suitable investment for all investors. Each potential investor in any Instruments must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should consider, either on its own or with the help of its financial and other professional advisers, whether it:

- (i) has sufficient knowledge and experience to make a meaningful evaluation of the relevant Instruments, the merits and risks of investing in the relevant Instruments and the information contained or incorporated by reference in this Offering Memorandum or any applicable supplement hereto;
- (ii) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Instruments and the impact such investment will have on its overall investment portfolio;
- (iii) has sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Instruments, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understands thoroughly the terms of the relevant Instruments and is familiar with the behaviour of any relevant indices and financial markets; and
- (v) is able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

A range of Instruments may be issued under the Programme, including Instruments with a fixed or floating rate of interest, Instruments with a variable rate of interest and Instruments that may be payable in a currency other than the currency in which they are denominated. These Instruments may have features which contain particular risks for potential investors. Accordingly, a potential investor should not invest in Instruments unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Instruments will perform under changing conditions, the resulting effects on the value of such Instruments and the impact this investment will have on the potential investor's overall investment portfolio.

Legal investment considerations may restrict certain investments. The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Instruments are legal investments for it, (2) Instruments can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Instruments. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Instruments under any applicable risk-based capital or similar rules.

## CREDIT RATINGS

The Programme has been rated AAA by S&P Global Ratings ("**S&P**") and Aaa by Moody's Canada Inc. ("**Moody's**"). In addition, the Issuer has received long term issuer credit ratings of AAA from S&P and Aaa from Moody's Investors Service Inc. and short term (commercial paper) ratings of A-1 from S&P and P-1 from Moody's. Tranches of Instruments to be issued under the Programme may be rated or unrated. Where a Tranche of Instruments is rated, such rating may be specified in the applicable Pricing Supplement. Such ratings will not necessarily be the same as the ratings assigned to the Programme or any Instruments already issued. **A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.**

## DEFINITIONS

References herein to:

"**Brazilian Real**" or "**BRL**" means the lawful currency of the Federative Republic of Brazil;

"**euro**" or "**€**" means 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;

"**Indian Rupee**" or "**INR**" means the lawful currency of the Republic of India;

"**Pounds Sterling**" or "**£**" means the lawful currency of the United Kingdom;

"**Renminbi**" or "**RMB**" means the lawful currency of the PRC; and

**“USD”, “United States Dollars” or “U.S.\$”** means the lawful currency of the United States of America.

All references in this Offering Memorandum to:

(a) the **“European Economic Area”** or **“EEA”** are to the member states of the European Union together with Iceland, Norway and Liechtenstein; and

(b) **“PRC”** are to the People’s Republic of China, which for the purposes of Instruments issued under the Programme 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.

## **STABILISATION**

In connection with the issue of any tranche of Instruments under the Programme, one or more relevant Dealer(s) (if any) acting as Stabilising Manager(s) (or person(s) acting on behalf of any Stabilising Manager(s)) as specified in the applicable Pricing Supplement may over-allot instruments or effect transactions with a view to supporting the market price of the Instruments at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Instruments is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Instruments and 60 days after the date of the allotment of the relevant Tranche of the Instruments. Any stabilisation action or over-allotment must be conducted 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.

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## OVERVIEW OF THE PROGRAMME

The overview of the Programme must be read as an introduction to this Offering Memorandum and any decision to invest in the Instruments should be based on a consideration of this Offering Memorandum as a whole, including the information and documents incorporated by reference.

The terms and conditions (the “**Conditions**”) of any particular Tranche of Instruments will be the terms and conditions substantially in the form set out under “Terms and Conditions of the Instruments” as supplemented, modified or replaced by Part A of the Pricing Supplement applicable thereto and, in respect of any Instruments represented by an Instrument in global form (a “**Global Instrument**”), by the provisions of such Global Instrument. Words and expressions defined in the Conditions and in the applicable Pricing Supplement shall have the same meanings in this overview.

- Issuer:** Export Development Canada (the “**Issuer**”)  
Pursuant to the provisions of the *Financial Administration Act* (Canada) the Issuer is named as a Crown corporation and is for all purposes an agent of Her Majesty in right of Canada.
- Legal Entity Identifier:** Z6MHCSLXHKYG4B6PHW02
- Fiscal Agent:** The Bank of New York Mellon
- Registrar(s):** The Bank of New York Mellon (New York) as Principal Registrar  
The Bank of New York Mellon SA/NV, Luxembourg Branch as First Alternative Registrar  
The Bank of New York Mellon, London Branch as Second Alternative Registrar
- Arranger:** HSBC Bank plc
- Programme Amount:** The aggregate principal amount of Instruments which may be outstanding at any time under the Programme will not exceed USD30,000,000,000 (or the equivalent in other currencies).
- Issuance in Series:** The Instruments will be issued in series (each a “**Series**”), and each Series may comprise one or more tranches (each a “**Tranche**”) of Instruments issued on the same or different dates. All Instruments of the same Series shall have identical terms, other than in respect of the issue price, issue date and first payment of interest (save that a Series may comprise Instruments in more than one denomination and Instruments in bearer form and Instruments in registered form). Tranches may be issued on different issue dates and at different issue prices and, after the applicable Exchange Date (as defined herein), each such Tranche will be consolidated and form a single Series with the outstanding Instruments of that Series.  
Each Tranche will be the subject of a Pricing Supplement which, for the purposes of that Tranche only, supplements, modifies or replaces the Conditions of the Instruments, and must be read in conjunction with the Conditions and this Offering Memorandum. The Conditions applicable to any particular Tranche of Instruments are the Conditions of the Instruments as so supplemented, modified or replaced by the relevant Pricing Supplement.
- Status:** The Instruments constitute direct unconditional obligations of the Issuer and as such constitute direct unconditional obligations of Her Majesty in right of Canada. The Instruments will be issued on an unsubordinated basis and as among themselves, the Instruments of each Series will rank *pari passu* and will be payable rateably without any preference or priority.
- Currencies:** Instruments may be denominated in any currency(ies) as may be agreed between the Issuer and the relevant Purchaser(s), subject to all applicable legal, regulatory and/or central bank or monetary authority requirements.



Payments for Instruments may, subject to such requirements, be made in currency(ies) other than the currency in which such Instruments are denominated.

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| <b>Issue Price:</b>   | Instruments may be issued at par or at a discount or premium to par, or at such other price or on such other basis as agreed.  |
| <b>Maturities:</b>  | Instruments shall have no minimum or maximum maturity subject, in relation to specific currencies, to compliance with all applicable legal, regulatory and/or central bank or monetary authority requirements.   |
| <b>Redemption:</b>  | Unless previously redeemed for taxation reasons or purchased and cancelled, Instruments will be redeemed at their principal amount or at such other redemption amount on their maturity date or at such other date as specified in the applicable Pricing Supplement.  |
| <b>Early Redemption:</b>  | Early redemption will be permitted for taxation reasons as mentioned in “ <i>Terms and Conditions of the Instruments — Early Redemption for Taxation Reasons</i> ” herein.   |
| <b>Interest:</b>  | Instruments may be interest-bearing (fixed, floating or a combination thereof or on such other basis as agreed and specified in the applicable Pricing Supplement) or non-interest-bearing.  |
| <b>Fixed Rate Instruments:</b>  | Fixed Rate Instruments shall bear interest payable in arrear on the date or dates in each year and at the rate or rates specified in the applicable Pricing Supplement.  |
| <b>Floating Rate Instruments:</b>   | <p>Floating Rate Instruments will bear interest at a rate determined: (a) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant specified currency governed by an agreement incorporating the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. (as amended and updated as at the Issue Date of the first Tranche of Instruments of the relevant Series); (b) by reference to a reference rate either appearing on an agreed screen page of a commercial quotation service or published or provided by a designated administrator; (c) as the average of the reference rates applicable for each Interest Determination Date in the relevant Interest Period; or (d) on such other basis as agreed, as specified in the applicable Pricing Supplement, and in each case as adjusted by any applicable margin. Interest Periods will be specified in the applicable Pricing Supplement.</p> <p>Details of the interest rate applicable to the then current Interest Period for any Floating Rate Instruments will, so long as such Instruments are listed on the Euro MTF Market, be available from the Luxembourg Stock Exchange.</p> |
| <b>Zero Coupon Instruments:</b>   | Zero Coupon Instruments may be issued at their nominal amount or at a discount to it and will not bear interest.   |
| <b>Variable Interest Instruments:</b>   | Variable Interest Instruments will bear interest at a rate determined on the basis of a formula either adding or subtracting a reference floating rate appearing on the agreed screen page of a commercial quotation service to or from a pre-determined fixed or floating rate with or without a margin ratchet.  |
| <b>Other provisions in relation to Floating Rate Instruments and Variable Interest Instruments:</b> | <p>Floating Rate Instruments may also have a maximum interest rate, a minimum interest rate or both.</p> <p>Interest in respect of each Interest Period, as selected prior to issue by the Issuer and the relevant Purchaser(s) or determined in accordance with the Conditions, will be payable on such Interest Payment Dates specified in, or determined pursuant to, the applicable Pricing Supplement, and will be calculated on the basis of the Day Count Fraction specified in the applicable Pricing Supplement.</p>  |

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| <b>Denominations:</b>       | <p>Instruments will be issued in such denominations as agreed between the Issuer and the relevant Purchaser(s) and as indicated in the applicable Pricing Supplement (the “<b>Specified Denomination</b>”).</p> <p>Instruments which have a maturity of less than one year will, if the issue proceeds are to be accepted in the United Kingdom, have a minimum denomination and a minimum redemption value of £100,000 (or its equivalent in any other currency) unless they are issued to a limited class of professional investors or another applicable exemption from Section 19 of FSMA is available.</p> <p>Rule 144A Notes shall have a minimum denomination of not less than USD200,000 (or its equivalent rounded upwards as agreed between the Issuer and the relevant Purchaser(s)). If Rule 144A Notes are offered to the public in a Member State in circumstances which would otherwise require publication of a prospectus under the Prospectus Regulation, such Rule 144A Notes shall have a minimum denomination of not less than USD200,000 or the United States Dollar equivalent of €100,000 (rounded upwards as agreed between the Issuer and the relevant Purchaser(s)), whichever is greater.</p> |
| <b>Taxation:</b>            | <p>Payments in respect of the Instruments will be made by the Issuer without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or charges of whatsoever nature imposed or levied by or on behalf of the government of Canada or any political subdivision thereof, or any authority or agency therein having power to tax, unless such taxes, duties, assessments or charges are required by law or by the administration or official interpretation thereof to be withheld or deducted. In that event, subject to customary exemptions, the Issuer will pay such additional amounts as will result in the holder of Instruments or Coupons receiving such amounts as they would have received in respect of such Instruments or Coupons had no such withholding or deduction been required, save as mentioned in “<i>Terms and Conditions of the Instruments — Taxation</i>” herein.</p>  |
| <b>Governing Law:</b>       | <p>The Instruments and all related contractual documentation will be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.</p>  |
| <b>Listing:</b>             | <p>Application has been made to the Luxembourg Stock Exchange for Instruments issued under the Programme during the 12-month period after the date of this Offering Memorandum to be admitted to the Official List and admitted to trading on the Euro MTF Market. The Euro MTF Market is not a regulated market for the purposes of MiFID.</p> <p>In certain circumstances, the Issuer may terminate the listing or admission to trading of Instruments. The Issuer is not under any obligation to holders of Instruments to maintain any listing of the Instruments. See “<i>Risk Factors</i>”.</p>   |
| <b>Cross-Default:</b>       | None  |
| <b>Negative Pledge:</b>     | None  |
| <b>Clearing Systems:</b>    | <p>Euroclear Bank SA/NV (“<b>Euroclear</b>”), Clearstream Banking S.A. (“<b>Clearstream, Luxembourg</b>”), The Depository Trust Company (“<b>DTC</b>”) (for Restricted Notes (as defined below) or as otherwise set forth in the applicable Pricing Supplement) or other clearing systems specified in the applicable Pricing Supplement.</p>   |
| <b>Form of Instruments:</b> | <p>Instruments may be issued in bearer or registered form.</p> <p>For each Tranche of Instruments issued in bearer form, the Issuer will deliver a temporary global Instrument, which will be deposited on or before the relevant issue date therefor with a depository or a common depository or (in the case of an NGN (as defined under “<i>Forms of Instruments</i>”)) a common safekeeper, as applicable, for Euroclear, Clearstream, Luxembourg and/or any other relevant clearing system.</p>  |

A temporary global Instrument will be exchangeable for a permanent global Instrument or, in the limited circumstances specified in the temporary global Instrument, for Instruments in definitive bearer form and/or (for a Series comprising both bearer and registered Instruments and if specified in the applicable Pricing Supplement) registered form in accordance with its terms. Each permanent global Instrument will be exchangeable for Instruments in definitive bearer form and/or (for a Series comprising both bearer and registered Instruments and if specified in the applicable Pricing Supplement) registered form in accordance with its terms. Instruments in definitive bearer form will, if interest-bearing, either have interest coupons ("**Coupons**") attached or have a grid for recording the payment of interest endorsed thereon and will, if the principal thereof is repayable by instalments, have a grid for recording the payment of principal endorsed thereon. Instruments in registered form may not be exchanged for Instruments in bearer form.

Instruments offered in the United States shall be in registered form. Registered Instruments in global form ("**Global Notes**") which are issued and sold pursuant to Rule 144A ("**Restricted Notes**") will initially be represented by interests in either a Restricted Note in fully registered global form deposited with a common depository for, and registered in the name of a common nominee of Euroclear and Clearstream, Luxembourg on its Issue Date (each a "**European Restricted Global Note**") or a Restricted Note in fully registered global form deposited with a custodian for, and registered in the name of a nominee of, DTC on its Issue Date (a "**DTC Restricted Global Note**"), in either case without Coupons.

Registered Instruments in the form of Global Notes which are sold in an "offshore transaction" within the meaning of Regulation S ("**Unrestricted Notes**") will initially be represented by interests in either an Unrestricted Note in fully registered global form deposited with either (a) a common depository for, and registered in the name of a common nominee of Euroclear and Clearstream, Luxembourg if the applicable Pricing Supplement indicates such Instruments are not to be held in the NSS, or (b) a common safekeeper for, and registered in the name of a nominee of Euroclear and Clearstream, Luxembourg if the applicable Pricing Supplement indicate such Instruments are to be held in the NSS (each a "**European Unrestricted Global Note**" together with any European Restricted Global Notes, the "**European Global Notes**") or an Unrestricted Note in fully registered global form deposited with a custodian for, and registered in the name of a nominee of, DTC (a "**DTC Unrestricted Global Note**" together with any DTC Restricted Global Notes, the "**DTC Global Notes**"). Global Notes will bear a legend as described under "*Transfer Restrictions*."

Global Notes may be (1) held by or on behalf of DTC for the benefit of participants in DTC or (2) held by or on behalf of Euroclear and Clearstream, Luxembourg and deposited on or before the relevant Issue Date with and registered in the name of a nominee of the common depository or (in the case of Registered Notes held under the NSS (as defined under "*Forms of Instruments*" below)) the common safekeeper for Euroclear and Clearstream, Luxembourg, as applicable or held by or on behalf of such other agreed clearing system as specified in the applicable Pricing Supplement.

Restricted Notes and Unrestricted Notes will bear a legend setting forth transfer restrictions and may not be transferred except in compliance with such transfer restrictions. Transfers of interests from a Restricted Note to an Unrestricted Note and from an Unrestricted Global Note to a Restricted Global Note are subject to certification requirements as described under "*Terms and Conditions of the Instruments — Form and Denomination — Transfer of Instruments in the Form of Global Notes*" and "*Transfer Restrictions*."

**Enforcement of Instruments in Global Form:**

For Instruments in global form, individual investors' rights will be governed by a deed of covenant dated December 9, 2014 (as amended, restated, supplemented or replaced as at the time of issuance of such Instruments), which is available for inspection at the specified office of the Fiscal Agent.

**Risk Factors:**

There are certain risk factors which are material for the purpose of assessing the market risks associated with Instruments issued under the Programme,

including but not limited to: Investors may be subject to risks related to the structure of a particular issue of Instruments; there may be no active trading market for the Instruments; the Instruments are subject to modification and waiver of conditions in certain circumstances; the denomination of Instruments may not involve integral multiples and definitive Instruments may be illiquid and difficult to trade; interest payments may be subject to withholding tax in certain jurisdictions; uncertainty with regard to the future of “benchmarks” (such as LIBOR and EURIBOR) and other interest rates or other types of rates and indices that are deemed benchmarks may adversely affect the value of, and return on, any Instruments linked to a benchmark and the trading market for the Instruments; Interest on Instruments which reference a SONIA rate, SOFR Rate or €STR rate is only capable of being determined at the end of the relevant Observation Period and immediately prior to the relevant Interest Payment Date therefore it may be difficult for investors in Instruments which reference a SONIA rate, a SOFR rate or an €STR rate to reliably estimate the amount of interest which will be payable on such Instruments; the laws governing the Instruments may change; there are no assurances Instruments issued in new global note (“**NGN**”) form will be eligible collateral for monetary policy of the Eurosystem; Investors may not be able to sell their Instruments at prices that will provide them with a yield comparable to similar investments that have a more highly developed secondary market; Investors may be subject to exchange rate risks and/or exchange controls; Instruments denominated in Renminbi are subject to additional risks; Renminbi is not completely freely convertible or transferable and there are still significant restrictions on the remittance of Renminbi into and out of the PRC which may adversely affect the liquidity of Instruments denominated in Renminbi; there is only limited availability of Renminbi outside the PRC, which may affect the liquidity of such Instruments and the Issuer’s ability to source Renminbi outside the PRC to service such Instruments; payments with respect to the Renminbi Instruments may be made only in the manner designated in the Renminbi Instruments, investment in Instruments may be subject to taxes under PRC law; Investors may be subject to exchange rate and interest rate risks; Instruments issued with a specific use of proceeds, such as environment-related Eligible Transactions (as defined in the section entitled “*Risk Factors*”), may not be suitable for the specific investment criteria of an investor. These and other risks are described in further detail in the section entitled “*Risk Factors*”.

Purchasers should consult their own financial and legal advisers about risks associated with an investment in a particular Tranche of Instruments and the suitability of investing in Instruments in light of their particular circumstances.

**Selling Restrictions:**

For a description of certain restrictions on offers, sales and deliveries of Instruments and on the distribution of offering material in the United States of America, Japan, Switzerland, the European Economic Area (including the United Kingdom and Belgium), the People’s Republic of China, India and Brazil, see the section entitled “*Subscription and Sale*”.

## DOCUMENTS INCORPORATED BY REFERENCE

The following documents, which have been previously published and which have been filed with the Luxembourg Stock Exchange, shall be incorporated in, and form part of, this Offering Memorandum:

- (i) the Issuer's Annual Report for the year ended December 31, 2018;
- (ii) Canada's Budget 2019 released March 19, 2019;
- (iii) Annual Financial Report of the Government of Canada: Fiscal Year 2018-2019 released September 17, 2019;
- (iv) Government of Canada: Economic and Fiscal Update 2019 released December 16, 2019;
- (v) Exhibit D to Canada's Form 18-K filed with the United States Securities and Exchange Commission ("**SEC**") on December 18, 2019 (the remainder of Canada's Form 18-K is either not relevant for investors or covered elsewhere in this Offering Memorandum);
- (vi) Green Bond Programme Information of the Issuer filed with the SEC on November 9, 2015; and
- (vii) the section entitled "Terms and Conditions of the Instruments" set out in each of the Issuer's Offering Memoranda dated December 16, 2015, December 15, 2016 and December 19, 2017 and December 20, 2018.

Copies of this Offering Memorandum and the documents incorporated by reference listed at (i) to (vii) above and any supplement hereto approved by the Luxembourg Stock Exchange, together with any documents incorporated therein by reference, can be viewed on the website of the Luxembourg Stock Exchange at [www.bourse.lu](http://www.bourse.lu) under the name of the Issuer.

The following documents, which may be produced or issued from time to time after the date hereof, shall be deemed to be incorporated in, and form part of, this Offering Memorandum:

- (i) all future budgets and economic statements of the Government of Canada, when made available on the website of the Government of Canada;
- (ii) all future annual reports of the Issuer on Form 18-K and amendments thereto, when filed with the SEC;
- (iii) all future annual reports of the Government of Canada on Form 18-K and amendments thereto, when filed with the SEC;
- (iv) Green Bond Programme information of the Issuer, as amended from time to time, when filed with the SEC; and
- (v) all supplements to this Offering Memorandum prepared by the Issuer from time to time, when published on the website of the Luxembourg Stock Exchange.

Following publication of this Offering Memorandum, a supplement may be prepared by the Issuer. Any statement contained herein, or in a document all or the relative portion of which is incorporated by reference herein, shall be deemed to be modified or superseded for the purpose of this Offering Memorandum to the extent that a statement contained herein or in any supplement hereto, or in any document which is subsequently incorporated by reference or is deemed incorporated by reference herein, modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute part of this Offering Memorandum.

**Investors in the Instruments shall be deemed to have notice of all information contained in the documents incorporated by reference (or deemed incorporated by reference) in this Offering Memorandum, as if all such information were included in this Offering Memorandum. Investors who have not previously reviewed such information should do so in connection with their purchase of Instruments.**

Copies of this Offering Memorandum and documents incorporated by reference herein with respect to the Issuer may be obtained from the Investor Relations page on the Issuer's website at [www.edc.ca](http://www.edc.ca). Copies of documents incorporated by reference herein with respect to Canada may be obtained from the SEC website at [www.sec.gov/edgar/searchedgar/companysearch.html](http://www.sec.gov/edgar/searchedgar/companysearch.html) under the name of Canada.

Any websites referred to herein do not form part of this Offering Memorandum and are not incorporated by reference into this Offering Memorandum.

#### **SUPPLEMENTAL OFFERING MEMORANDA**

If at any time there is a significant new factor, material mistake or inaccuracy relating to information contained in this Offering Memorandum (as amended and supplemented by any prior supplements), which is capable of affecting the assessment of the Instruments, the Issuer will prepare or procure the preparation of a supplement which shall amend and/or supplement this Offering Memorandum (as amended and supplemented) for use in connection with any subsequent issue of Instruments.

## RISK FACTORS

*Any investment in the Instruments involves risks, including the factors discussed in this section.*

*The Issuer believes that at the date of this Offering Memorandum the following factors may be material for the purpose of assessing market risks associated with Instruments issued under the Programme as well as the principal risks inherent in investing in Instruments issued under the Programme. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring or the likelihood or extent to which any such contingency may affect the ability of the Issuer to pay interest, principal or other amounts in connection with the Instruments.*

*The Issuer does not represent that the statements below regarding the risks associated with Instruments issued under the Programme are exhaustive and there may be other factors unknown or considered to be immaterial to the Issuer at this time. Additional risks and uncertainties including those not presently known to the Issuer or that it currently believes to be immaterial, could also adversely affect the ability of the Issuer to pay interest, principal or other amounts in connection with the Instruments. Prospective investors should also read the detailed information set out elsewhere in this Offering Memorandum and any applicable supplement hereto (including any documents deemed to be incorporated by reference herein or therein) and reach their own views prior to making any investment decision.*

*Words and expressions defined in "Terms and Conditions of the Instruments" below or elsewhere in this Offering Memorandum have the same meanings in this section. In this section, Global Notes and Global Instruments are referred to collectively as "Global Instruments".*

### **Factors which are material for the purpose of assessing the market risks associated with Instruments issued under the Programme**

#### **General**

A range of Instruments may be issued under the Programme, including Instruments with a fixed or floating rate of interest, Instruments with a variable rate of interest and Instruments that may be payable in a currency other than the currency in which they are denominated. Certain of these Instruments may entail significant risks not associated with investments in conventional securities and may have features which contain particular risks for potential investors.

If an investor chooses to sell its Instruments issued under the Programme in the open market at any time prior to the maturity of the Instruments, the price the investor will receive from a purchaser may be less than its original investment, and may be less than the amount due to be repaid at the maturity of the Instruments if an investor were to hold onto the Instruments until that time. Factors that will influence the price received by investors who choose to sell their Instruments in the open market may include, but are not limited to, market appetite, inflation, the period of time remaining to maturity of the Instruments, prevailing interest rates and the financial position of the Issuer.

#### ***The Instruments may be redeemed prior to maturity in the event additional amounts become payable due to changes in tax legislation after the Issue Date***

In the event that the Issuer would be obliged to pay additional amounts in respect of any Instruments due to any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of Canada, or any political subdivision thereof or any authority therein or thereof having power to tax, the Issuer may redeem all outstanding Instruments in accordance with the Conditions.

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

An optional redemption feature is likely to limit the market value of Instruments. During any period when the Issuer may elect to redeem Instruments, the market value of those Instruments generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Instruments with an optional redemption feature when its cost of borrowing and prevailing interest rates are lower than the interest rate on the Instruments. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as

high as the interest rate on the Instruments being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

***Fixed Rate Instruments bear interest at a fixed rate, which may affect the secondary market value and/or the real value of the Instruments over time due to fluctuations in market interest rates and the effects of inflation***

Fixed Rate Instruments bear interest at a fixed rate. Investors should note that (i) if market interest rates start to rise then the income to be paid on the Instruments might become less attractive and the price the investors get if they sell such Instruments could fall (however, the market price of the Instruments has no effect on the interest amounts due on the Instruments or what investors will be due to be repaid on the Maturity Date if the Instruments are held by the investors until they expire); and (ii) inflation will reduce the real value of the Instruments over time which may affect what investors can buy with their investments in the future and which may make the fixed interest rate on the Instruments less attractive in the future.

***The Benchmarks Regulation could have an adverse impact on any Instruments linked to LIBOR, EURIBOR or another “benchmark” rate or index***

Regulation (EU) 2016/1011 (the “**Benchmarks Regulation**”) was published in the official journal on June 29, 2016 and has been applicable since January 1, 2018 (with the exception of provisions specified in Article 59 (mainly on critical “benchmarks”) that came into effect from June 30, 2016).

The Benchmarks Regulation could have an adverse impact on any Instruments linked to LIBOR, EURIBOR or another “benchmark” rate or index, in particular, if the methodology or other terms of the “benchmark” are changed in order to comply with the terms of the Benchmarks Regulation, and such changes could (amongst other things) have the effect of reducing or increasing the rate or level or affecting the volatility of the published rate or level of the “benchmark”. In addition, the Benchmarks Regulation stipulates that each administrator of a “benchmark” regulated thereunder must be licensed by the competent authority of the Member State where such administrator is located. There is a risk that administrators of certain “benchmarks” will fail to obtain a necessary licence, preventing them from continuing to provide such “benchmarks”. Other administrators may cease to administer certain “benchmarks” because of the additional costs of compliance with the Benchmarks Regulation and other applicable regulations, and the risks associated therewith.

More broadly, any of the international, national or other proposals for reform, or the general increased regulatory scrutiny of “benchmarks”, could increase the costs and risks of administering or otherwise participating in the setting of a “benchmark” and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or contribute to certain “benchmarks”, trigger changes in the rules or methodologies used in certain “benchmarks” or lead to the disappearance of certain “benchmarks”. Uncertainty about the future of “benchmarks”, any of the above changes or any other consequential changes as a result of international, national or other proposals for reform or other initiatives or investigations, could have an adverse effect on the value of, and return on, any Instruments linked to a “benchmark” and the trading market for such Instruments.

***Uncertainty about the future of “benchmarks” may adversely affect the value of, and return on, any Instruments linked to a “benchmark” and the trading market for such Instruments***

LIBOR, EURIBOR and other interest rates or other types of rates and indices which are deemed “benchmarks” are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause such “benchmarks” to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have an adverse effect on any Instruments linked to such a “benchmark”.

As an example of such benchmark reforms, on July 27, 2017, and in a subsequent speech on 12 July 2018, the Chief Executive of the United Kingdom Financial Conduct Authority, which regulates LIBOR, announced that it intends to stop persuading or compelling banks to submit rates for the calculation of LIBOR to the administrator of LIBOR after 2021. The announcement indicates that the continuation of LIBOR on the current basis is not guaranteed after 2021. It is impossible to predict whether, and to what extent, banks will continue to provide LIBOR submissions to the administrator of LIBOR or whether any additional reforms to LIBOR may be enacted in the United Kingdom or elsewhere. At this time, no consensus exists as to what rate or rates may become accepted alternatives to LIBOR and it is impossible to predict the effect of any such alternatives on the value of LIBOR-based securities such as the Instruments. Uncertainty as to the nature of alternative reference rates and as to potential changes or other



reforms to LIBOR may adversely affect LIBOR rates during the term of the Instruments and the return on the Instruments and the trading market for LIBOR-based securities.

The potential elimination of LIBOR and other “benchmarks” or changes in the manner of administration of any benchmark could require an adjustment to the Conditions, or result in other consequences in respect of any Instruments linked to LIBOR or such other benchmarks. Any such consequences could have a material adverse effect on the value of and return on any such Instruments.

Investors should be aware that in the case of Floating Rate Instruments, the Conditions provide for certain fallback arrangements in the event that a published benchmark, including an inter-bank offered rate such as LIBOR, EURIBOR or other relevant reference rates, ceases to exist or be published or another Benchmark Event (as defined in Condition 4I) occurs. These fallback arrangements include the possibility that the Rate of Interest could be determined by reference to a Successor Rate or an Alternative Rate (as described and as such terms and the following terms are defined in Condition 4I), and that an Adjustment Spread may be applied to such Successor Rate or Alternative Rate to reduce or eliminate, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Holders as a result of the replacement of the relevant benchmark or screen rate originally specified with the Successor Rate or the Alternative Rate (as the case may be), together with the making of certain Benchmark Amendments to the Conditions. In the case of any Alternative Rate, any Adjustment Spread unless formally recommended or provided for and any Benchmark Amendments shall be determined by the Issuer (acting in good faith, in a commercially reasonable manner and by reference to such sources as it deems appropriate, which may include consultation with an Independent Adviser).

In certain circumstances the ultimate fallback for the purposes of calculation of interest for a particular Interest Period may result in the Rate of Interest for the last preceding Interest Period being used. This may result in the effective application of a fixed rate for Floating Rate Instruments based on the rate which was last observed on the Relevant Screen Page. In addition, due to the uncertainty concerning the availability of any Successor Rate or Alternative Rate, any determinations that may need to be made by the Issuer and the involvement of any Independent Adviser, the relevant fallback provisions may not operate as intended at the relevant time. Any such consequences could have an adverse effect on the value or liquidity of, and return on, any such Floating Rate Instruments.

#### ***The market continues to develop in relation to Instruments that reference SONIA and/or SOFR***

Investors should be aware that the market continues to develop in relation to the Sterling Overnight Index Average (“**SONIA**”) as a reference rate in the capital markets and its adoption as an alternative to Pounds Sterling LIBOR. In particular, market participants and relevant working groups are exploring alternative reference rates based on SONIA, including term SONIA reference rates (which seek to measure the market’s forward expectation of an average SONIA rate over a designated term).

The Secured Overnight Financing Rate (“**SOFR**”) is published by the Federal Reserve Bank of New York (the “**Federal Reserve**”) and is intended to be a broad measure of the overnight cost of borrowing cash collateralised by Treasury securities and is a current preferred replacement rate to U.S. LIBOR. The Federal Reserve notes on its publication page for SOFR that the Federal Reserve may alter the methods of calculation, publication schedule, rate revision practices or availability of SOFR at any time without notice.

The market or a significant part thereof may adopt an application of SONIA and/or SOFR that differs significantly from that set out in the Conditions and used in relation to Instruments that reference a SONIA or SOFR rate issued under this Programme. The Issuer may in the future also issue Instruments referencing SONIA or SOFR that differ materially in terms of interest determination when compared with any previous SONIA or SOFR referenced Instruments issued by it under the Programme. The development of Compounded Daily SONIA, Weighted Average SOFR and Compounded SOFR as interest reference rates for the Eurobond markets, as well as continued development of SONIA-based and SOFR-based rates for such markets and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise affect the market price of any SONIA or SOFR-referenced Instruments issued under the Programme from time to time.

Furthermore, interest on Instruments which reference Compounded Daily SONIA, Weighted Average SOFR or Compounded SOFR are only capable of being determined at the end of the relevant Observation Period (as applicable and as defined in the Conditions) and immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Instruments which reference Compounded Daily SONIA, Weighted Average SOFR or Compounded SOFR to estimate reliably the amount of interest which will be

payable on such Instruments, and some investors may be unable or unwilling to trade such Instruments without changes to their IT systems, both of which could adversely impact the liquidity of such Instruments.

Further, in contrast to LIBOR-linked Instruments, if Instruments referencing Compounded Daily SONIA, Weighted Average SOFR or Compounded SOFR become due and payable as a result of an event of default under Condition 6, the rate of interest payable for the final Interest Period in respect of such Instruments shall only be determined immediately prior to or on the date on which the Instruments become due and payable and shall not be reset thereafter.

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

Since both SONIA and SOFR are relatively new market indices, Instruments linked to SONIA or SOFR may have no established trading market when issued, and an established trading market may never develop or may not be very liquid. Market terms for debt securities indexed to SONIA or SOFR, such as the spread over the index reflected in interest rate provisions, may evolve over time, and trading prices of such Instruments may be lower than those of later-issued indexed debt securities as a result. Further, if SONIA or SOFR do not prove to be widely used in securities like the Instruments, the trading price of such Instruments linked to SONIA or SOFR may be lower than those of Instruments linked to indices that are more widely used. Investors in such Instruments may not be able to sell such Instruments at all or may not be able to sell such Instruments at prices that will provide them with a yield comparable to similar investments that have a developed secondary market and may consequently suffer from increased pricing volatility and market risk. There can also be no guarantee that SONIA and/or SOFR will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in Instruments referencing SONIA and/or SOFR, as the case may be. If the manner in which SONIA or SOFR is calculated is changed, that change may result in a reduction of the amount of interest payable on such Instruments and the trading prices of such Instruments.

#### ***The market continues to develop in relation to €STR as a reference rate for Instruments***

The Interest Rate in respect of Instruments with €STR as a Reference Rate will be determined on the basis of Compounded Daily €STR (as defined in the Conditions), which is a backwards-looking, compounded risk-free overnight rate.

The Euro short term rate (“€STR”) is published by the European Central Bank and is intended to reflect the wholesale euro unsecured overnight borrowing costs of banks located in the euro area. The European Central Bank reports that the €STR is published on each TARGET Business Day based on transactions conducted and settled on the previous TARGET Business Day (the reporting date “T”) with a maturity date of T+1 which are deemed to have been executed at arm’s length and thus reflect market rates in an unbiased way.

The European Central Bank began to publish the €STR Reference Rate on 2 October 2019, intending to reflect trading activity on 1 October 2019. The European Central Bank notes on its publication page for the €STR Reference Rate that use of the €STR Reference Rate is subject to important disclaimers. The European Central Bank also published pre-€STR up to 30 September 2019. The European Central Bank reports that, while the €STR follows the same calculation methodology as the pre-€STR, the pre-€STR was based on final data and included all revisions in terms of cancellations, corrections and amendments submitted by reporting agents at the time of calculation. The European Central Bank reports that, by contrast the €STR is published on each TARGET Business Day at 8:00 a.m., Central European Time, taking into account only the statistical information received by the submission deadline of 7:00 a.m., subject to the quality processing steps described in the €STR methodology and policies. Investors should not rely on any trends in the pre-€STR as an indicator of future changes in the €STR Reference Rate.

Investors should be aware that the market continues to develop in relation to €STR as a reference rate in the capital markets and its adoption as an alternative to EURIBOR. Furthermore, the market or a significant part thereof may adopt an application of €STR that differs significantly from that set out in the Conditions and the Issuer may in the future issue Instruments referencing €STR that differ materially in terms of interest determination when compared with any previous €STR referenced Instruments issued by it. The nascent development of Compounded Daily €STR as an interest reference rate for bond markets, as well as continued development of €STR-based rates for such markets and the market

infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise affect the market price of Instruments with €STR as a Reference Rate.

The Interest Rate for Instruments with €STR as a Reference Rate is only capable of being determined at the end of the relevant Observation Period and immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Instruments with €STR as a Reference Rate to estimate reliably the amount of interest which will be payable on the Instruments, and some investors may be unable or unwilling to trade such Instruments without changes to their IT systems, both of which factors could adversely affect the liquidity of such Instruments. Further, if such Instruments become due and payable prior to their stated maturity, the final Interest Rate payable in respect of such Instruments shall only be determined immediately prior to the date on which the Instruments become due and payable.

€STR is published by the European Central Bank and there can be no guarantee that €STR will not be discontinued or fundamentally altered in a manner that is materially adverse to the interest of investors in Instruments with €STR as a Reference Rate. The manner of adoption or application of €STR in the bond markets may differ materially compared with the application and adoption of €STR in other markets such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of €STR across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of such Instruments.

To the extent the €STR Reference Rate is discontinued or is no longer published as described in the Conditions, the applicable rate to be used to calculate the Interest Rate on such Instruments will be determined using the alternative methods described in the Conditions ("**€STR Fallbacks**"). Any of these €STR Fallbacks may result in interest payments that are lower than, or do not otherwise correlate over time with, the payment that would have been made on the Instruments if the €STR Reference Rate had been provided by the European Central Bank in its form as at the Issue Date of the Instruments. In addition, use of the €STR Fallbacks may result in a fixed rate of interest being applied to the Instruments.

An investment in Instruments with €STR as the Reference Rate may entail significant risks not associated with similar investments in conventional debt securities. Any investor should ensure it understands the nature of the terms of such Instruments and the extent of its exposure to risk.

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

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

***Inverse Floating Rate Instruments will have more volatile market values than conventional Floating Rate Instruments***

Inverse Floating Rate Instruments have an interest rate equal to a fixed rate plus or minus a rate based upon a reference rate. The market values of those Instruments typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Instruments are more volatile because an increase in the reference rate may not only decrease the interest rate of the Instruments, but may also reflect an increase in prevailing interest rates, which may further adversely affect the market value of those Instruments.

***Instruments with principal or interest payable in one or more currencies which may be different from the currency in which the Instruments are denominated are exposed to risks associated with currency exchange rate fluctuations***

The Issuer may issue Instruments with principal or interest payable in a currency which may be different from the currency in which the Instruments are denominated. Payment of principal or interest may also occur in a different currency than expected. As the value of currencies may at times fluctuate significantly against other currencies there is a risk that between the Issue Date and any Interest Payment Date or the Maturity Date the currency in which the Instruments are denominated may fall in value relative to the currency in which amounts of principal and interest are paid or payable. Investors will bear the currency risk.

If rates of exchange between the currency in which the Instruments are denominated and the currency in which such Instruments are paid or payable significantly change:

- (i) the market price of such Instruments may be volatile;
- (ii) investors may receive no interest or they may receive interest at a rate that is less than that payable on a conventional fixed rate or floating rate debt security issued at the same time; and
- (iii) investors may lose all or a substantial portion of their principal.

The historical experience of the relevant currencies may not be indicative of future performance of such currencies during the term of any Instrument.

***If the Issuer has the right to convert the interest rate on any Instruments from a fixed rate to a floating rate, or vice versa, this will affect the secondary market and the market value of the Instruments concerned***

Fixed/Floating Rate Instruments may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of such Instruments since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Instruments may be less favourable than the then prevailing spreads on comparable Floating Rate Instruments tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Instruments. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Instruments.

***Instruments issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates***

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

***Certain currencies are not freely convertible; are subject to restrictions on transfer; and/or may be subject to other limitations***

Instruments may be issued in one or more currencies that are not freely convertible into other currencies, or are subject to restrictions on remittance and transfer. Instruments may also be issued in one or more currencies that are limited in their availability, which in turn may affect the liquidity of Instruments denominated in such currencies and the Issuer's ability to source such currencies to service the Instruments. In addition, unanticipated changes in government regulation may further impact the availability and convertibility of certain currencies, which would impact the suitability of such Instruments as well as the Issuer's ability to source such currencies to service the Instruments.

***Potential conflicts of interest may exist between the Calculation Agent and holders of Instruments***

The Calculation Agent (if any, and including where a Dealer acts as a calculation agent) specified in the applicable Pricing Supplement may, among other things, make certain determinations and judgments pursuant to the Terms and Conditions that may influence amounts receivable by the holders of Instruments during the term of the Instruments and upon their redemption. Therefore, potential conflicts of interest may exist between the Calculation Agent and holders of Instruments.

***Instruments issued with a specific use of proceeds, such as environment-related Eligible Transactions, may not be suitable for the specific investment criteria of an investor***

The Issuer may issue Instruments where the use of proceeds is specified in the applicable Pricing Supplement which may provide that it will be the Issuer's intention to apply an amount equal to the net proceeds of the issue of such Instruments to support EDC's existing and future lending operations for Eligible Transactions (as defined in the Green Bond Programme Information of the Issuer filed with the SEC on November 9, 2015), in accordance with certain prescribed eligibility criteria. Eligible Transactions will include, without limitation, those that are aimed at preservation, protection or remediation of air, water

or soil, or the mitigation of climate change. No Purchaser is responsible for assessing or verifying whether or not the Eligible Transactions meet the prescribed eligibility criteria or for the monitoring of the use of proceeds in respect thereof. Prospective investors should have regard to the information set out in the applicable Pricing Supplement regarding such use of proceeds and must determine for themselves the relevance of such information for the purpose of any investment in such Instruments together with any other investigation such investor deems necessary. In particular, no assurance can be given by the Issuer or any Purchaser that the use of such proceeds for any of such Eligible Transactions will satisfy, whether in whole or in part, any present or future investors' expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental or sustainability impact of any projects or uses, the subject of or related to, any Eligible Transactions. Furthermore, there is currently no clear definition (legal, regulatory or otherwise) of, nor market consensus as to which precise attributes are required for a particular transaction to be defined as "green" or "sustainable" or such other equivalent label nor can any assurance be given that such a clear definition or consensus will develop over time. Accordingly, no assurance is or can be given to investors that any Eligible Transactions or projects or uses the subject of, or related to, any Eligible Transactions will meet any or all investor expectations regarding such "green" or "sustainable" or other equivalently labelled performance objectives or that any adverse environmental, social and/or other impacts will not occur during the implementation of any projects or uses the subject of, or related to, any Eligible Transactions and therefore no assurance can be provided to potential investors that the use of proceeds specified in the applicable Pricing Supplement will meet an investor's expectations regarding environmental performance and/or sustainability performance or continue to meet the relevant eligibility criteria.

No assurance or representation can be given as to the suitability or reliability for any purpose whatsoever of any opinion or certification of any third party (whether or not solicited by the Issuer) which may be made available in connection with the issue of any Instruments and, in particular, with any Eligible Transactions to fulfil any environmental, sustainability and/or other criteria. For the avoidance of doubt, any such opinion or certification is not, nor shall be deemed to be, incorporated in and/or form part of this Offering Memorandum or the applicable Pricing Supplement. Any such opinion or certification is not, nor should be deemed to be, a recommendation by the Issuer, the Purchasers or any other person to buy, sell or hold any such Instruments. Any such opinion or certification is only current as of the date that opinion was initially issued. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein and/or the provider of such opinion or certification for the purpose of any investment in such Instruments. Currently, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight.

In the event that any such Instruments are listed or admitted to trading on any dedicated "green", "environmental", "sustainable" or other equivalently labelled segment of any stock exchange or securities market (whether or not regulated), or are included in any dedicated "green", "environmental", "sustainable" or other equivalently labelled index or indices, no representation or assurance is given by the Issuer, the Purchasers or any other person that such listing or admission, or inclusion in such index or indices, satisfies, whether in whole or in part, any present or future investors' expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental or sustainability impact of any projects or uses, the subject of or related to, any Eligible Transactions. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another and also the criteria for inclusion in such index or indices may vary from one index to another. No representation or assurance can be given or made by the Issuer, the Purchasers or any other person that any such listing or admission to trading, or inclusion in any such index or indices, will be obtained in respect of any such Instruments or, if obtained, that any such listing or admission to trading, or inclusion in such index or indices, will be maintained during the life of the Instruments.

Although the Issuer may agree to certain allocation and/or impact reporting and to apply the net proceeds to Eligible Transactions as specified in the applicable Pricing Supplement, there can be no assurance that the relevant project(s) or use(s) the subject of, or related to, any Eligible Transactions will be capable of being implemented in, or substantially in, such manner and/or in accordance with any timing schedule and that accordingly such proceeds will be totally disbursed for the specified Eligible Transactions. Nor can there be any assurance that such Eligible Transactions will be completed within any specified period or at all or with the results or outcome (whether or not related to the environment) as originally expected or anticipated by the Issuer. Any failure to comply with such allocation and/or impact reporting, or to apply the net proceeds of any such Instruments in connection with Eligible Transactions, and/or to meet, or to

continue to meet, the investment requirements of certain environmentally focused and/or sustainability focused investors with respect to such Instruments may adversely affect the value and/or trading price of the Instruments, and/or may have adverse consequences for certain investors with portfolio mandates to invest in green or sustainable assets or projects. Any such event or failure by the Issuer will not constitute an Event of Default under the Instruments. Any such event or failure to apply the proceeds of any issue of Instruments for any Eligible Transactions as aforesaid and/or withdrawal of any such opinion or certification or any such opinion or certification attesting that the Issuer is not complying in whole or in part with any matters for which such opinion or certification is opining or certifying on and/or any such Instruments no longer being listed or admitted to trading on any stock exchange or securities market as aforesaid may have a material adverse effect on the value of such Instruments and also potentially the value of any other Instruments which are intended to finance Eligible Transactions and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

***Instruments denominated in Renminbi are subject to additional risks***

Instruments denominated in Renminbi (“**RMB Instruments**”) may be issued under the Programme. Set out below is a description of the principal risks which may be relevant to an investor in RMB Instruments:

***Renminbi is not completely freely convertible and there are still significant restrictions on the remittance of Renminbi into and out of the PRC which may adversely affect the liquidity of RMB Instruments***

Renminbi is not completely freely convertible at present (see “*PRC Currency Controls*” below). The government of the PRC (the “**PRC Government**”) continues to regulate conversion between Renminbi and foreign currencies, including the Hong Kong dollar, despite the significant reduction in control by it in recent years over trade transactions involving import and export of goods and services as well as other frequent routine foreign exchange transactions. These transactions are known as current account items. Currently, participating banks in Hong Kong and a number of other jurisdictions (the “**Applicable Jurisdictions**”) have been permitted to engage in the settlement of current account trade transactions in Renminbi. However, remittance of Renminbi by foreign investors into and out of the PRC for the purposes of capital account items, such as capital contributions, is generally only permitted upon obtaining specific approvals from, or completing specific registrations or filings with, the relevant authorities on a case-by-case basis and is subject to a strict monitoring system. Regulations in the PRC on the remittance of Renminbi into the PRC for settlement of capital account items are developing gradually.

Although since October 1, 2016 the Renminbi has been added to the Special Drawing Rights basket created by the International Monetary Fund, and policies further improving accessibility to Renminbi to settle cross-border transactions in foreign currencies have been implemented by the People’s Bank of China (“**PBoC**”), there is no assurance that the PRC Government will continue to liberalise control over cross-border Renminbi remittances in the future or that new PRC regulations will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or outside the PRC. In the event that funds cannot be repatriated outside the PRC in Renminbi, this may affect the overall availability of Renminbi outside the PRC and the ability of the Issuer to source Renminbi to finance its obligations under RMB Instruments.

***There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of RMB Instruments and the Issuer’s ability to source Renminbi outside the PRC to service such RMB Instruments***

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

While the PBoC has entered into settlement agreements on the clearing of Renminbi business with financial institutions in the Applicable Jurisdictions (the “**RMB Clearing Banks**”), including but not limited to Hong Kong, the current size of Renminbi denominated financial assets outside the PRC is limited.

Renminbi business participating banks do not have direct Renminbi liquidity support from the PBoC. There are restrictions imposed by the PBoC on Renminbi business participating banks in respect of cross-border Renminbi settlement, such as those relating to direct transactions with PRC enterprises. Furthermore, the relevant RMB Clearing Bank only has access to onshore liquidity support from the PBoC for the purpose of squaring open positions of participating banks for limited types of transactions. The relevant 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 outside the PRC to square such open positions.

Although it is expected that the offshore Renminbi market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC regulations will not be promulgated or the settlement agreements between the relevant RMB Clearing Banks and PBoC will not be terminated or amended in the future which will have the effect of restricting availability of Renminbi offshore. The limited availability of Renminbi outside the PRC may affect the liquidity of the RMB Instruments. There is no assurance that the Issuer will be able to source Renminbi outside the PRC to service such RMB Instruments on satisfactory terms, if at all.

***An investment in RMB Instruments is subject to exchange rate risks***

The value of Renminbi against the U.S. dollar and other foreign currencies fluctuates and is affected by changes in the PRC and international political and economic conditions and by many other factors. PBoC has in recent years implemented changes to the way it calculates the Renminbi's daily mid-point against the U.S. dollar to take into account market-maker quotes before announcing such daily mid-point. This change, and others that may be implemented, may increase the volatility in the value of the Renminbi against foreign currencies. Except in the limited circumstances as described under Condition 8, all payments of interest and principal with respect to RMB Instruments will be made in Renminbi. As a result, the value of these Renminbi payments may vary with changes in the prevailing exchange rates in the marketplace.

In the event that access to Renminbi becomes restricted to the extent that, by reason of RMB Inconvertibility, RMB Non-transferability or RMB Illiquidity (as defined in Condition 8C) the Issuer is unable, or it is impractical for it, to pay interest or principal in Renminbi, the Conditions allow the Issuer to make payment in U.S. dollars or other foreign currencies at the prevailing spot rate of exchange, all as provided in more detail in Condition 8C. As a result, the value of these Renminbi payments may vary with the prevailing exchange rates in the marketplace.

If the value of Renminbi depreciates against the U.S. dollar or other foreign currencies, the value of a holder's investment in RMB Instruments in U.S. dollar or other foreign currency terms will decline.

***An investment in Renminbi Instruments is subject to interest rate risks***

The PRC Government has gradually liberalised the regulation of interest rates in recent years. Further liberalisation may increase interest rate volatility. In addition, the interest rate for Renminbi in markets outside the PRC may significantly deviate from the interest rate for Renminbi in the PRC as a result of foreign exchange controls imposed by PRC laws and regulations and prevailing market conditions. If RMB Instruments carry a fixed interest rate, the trading price of such RMB Instruments will vary with the fluctuations in Renminbi interest rates. If a holder of RMB Instruments tries to sell any RMB Instruments before their maturity, they may receive an offer that is less than the amount invested.

***Payments in respect of RMB Instruments will only be made to investors in the manner specified in the Conditions of such RMB Instruments***

Investors may be required to provide certification and other information (including Renminbi account information) in order to be allowed to receive payments in Renminbi in accordance with the Renminbi clearing and settlement system for participating banks in the RMB Settlement Centre(s) (as defined in Condition 8C).

Except in the limited circumstances stipulated in Condition 8C, all payments to investors in respect of RMB Instruments will be made solely (i) for as long as such RMB Instruments are represented by an Instrument in global form by transfer to a Renminbi bank account maintained in such RMB Settlement Centre(s) as may be specified in the applicable Pricing Supplement in accordance with prevailing rules and procedures of Euroclear Bank SA/NV, Clearstream Banking S.A. or any alternative clearing system as applicable, or (ii) for so long as such RMB Instruments are in definitive form, by transfer to a Renminbi bank account maintained in the RMB Settlement Centre(s) in accordance with prevailing rules and regulations. Other than as described under the Conditions, the Issuer cannot be required to make payment by any other means (including, but not limited to, in any other currency or in bank notes, by cheque or draft or by transfer to a bank account in the PRC).

***Investment in Instruments may be subject to taxes under PRC law***

In considering whether to invest in the Instruments, investors should consult their individual tax advisers with regard to the application of PRC tax laws to their particular situations as well as any tax consequences arising under the laws of any other tax jurisdictions. The value of the holder's investment in the Instruments

may be materially and adversely affected if the holder is required to pay taxes under PRC law with respect to acquiring, holding or disposing of and receiving payments under those Instruments.

### **Risks related to Instruments generally**

Set out below is a brief description of material risks relating to the Instruments generally:

#### ***Provisions for the payment of interest or a redemption amount in excess of an effective annual rate of interest of 60% may not be enforceable***

All Instruments issued under the Programme are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The *Criminal Code* (Canada) prohibits the receipt of “**interest**” at a “**criminal rate**” (namely, an effective annual rate of interest of 60%). Accordingly, the provisions for the payment of interest or a redemption amount in excess of the aggregate principal amount of the Instruments may not be enforceable if the provision provides for the payment of “**interest**” in excess of an effective annual rate of interest of 60%.

#### ***The Conditions of the Instruments contain provisions which may permit their modification without the consent of all Holders***

The Conditions of the Instruments contain provisions for calling meetings of Holders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Holders (and to modify or waive certain terms and conditions of the Instruments or covenants and agreements made by the Issuer) including Holders who did not attend and vote at the relevant meeting and Holders who voted in a manner contrary to the majority.

The Conditions also provide that the amended and restated fiscal agency agreement dated December 9, 2014 (the “**Fiscal Agency Agreement**,” which expression shall include any amendments or supplements thereto or restatements thereof), the Instruments and any Coupons attached to the Instruments may be amended by the Issuer and the Agent without the consent of the Holder of any Instrument or Coupon (i) for the purpose of curing any ambiguity, or for curing, correcting or supplementing any defective provision contained therein (ii) to make any further modifications of the terms of the Fiscal Agency Agreement necessary or desirable to allow for the issuance of any additional Instruments (which modifications shall not be materially adverse to Holders of outstanding Instruments) or (iii) in any manner which the Issuer and the Agent may deem necessary or desirable and which shall not materially adversely affect the interests of the Holders of the Instruments and Coupons. The Issuer shall only permit any modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the Fiscal Agency Agreement, the Instruments and any Coupons attached to the Instruments, if to do so could not reasonably be expected to be prejudicial to the interests of the Holders.

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

Instruments may not be widely distributed and may not have an established trading market when issued. There can be no assurance of a secondary market for the Instruments or the continued liquidity of such market if one develops. If the Instruments are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer and/or Canada. Such factors also will affect the market value of the Instruments. In addition, certain Instruments may be designed for specific investment objectives or strategies and therefore may have a more limited secondary market and experience more price volatility than conventional debt securities.

Investors may not be able to sell their Instruments easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Instruments that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors or are not admitted to trading on the Euro MTF Market or another established securities exchange. These types of Instruments generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Instruments.



***Because the Global Instruments are held by or on behalf of Euroclear and Clearstream, Luxembourg and/or DTC, investors will have to rely on their procedures for transfer, payment and communication with the Issuer***

Instruments issued under the Programme may be represented by one or more Global Instruments. Such Global Instruments will be deposited with a common depositary or common safekeeper for Euroclear and Clearstream, Luxembourg and/or a custodian of DTC. Except in the circumstances described in the relevant Global Instrument, investors will not be entitled to receive Instruments in definitive form (“**Definitive Instruments**”). Euroclear, Clearstream, Luxembourg and/or DTC will maintain records of the beneficial interests in the Global Instruments. While the Instruments are represented by one or more Global Instruments, investors will be able to trade their beneficial interests only through Euroclear and Clearstream, Luxembourg and/or DTC.

While Instruments are represented by one or more Global Instruments, the Issuer will, subject to the terms set out herein, discharge its payment obligations under the Instruments by making payments to the common depositary or common safekeeper for Euroclear and Clearstream, Luxembourg and/or the custodian for DTC for distribution to their account holders. A holder of a beneficial interest in a Global Instrument must rely on the procedures of Euroclear and Clearstream, Luxembourg and/or DTC to receive payments under the relevant Instruments. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Instruments.

Holders of beneficial interests in the Global Instruments will not have a direct right to vote in respect of the relevant Instruments. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear and Clearstream, Luxembourg and/or DTC to appoint appropriate proxies. Similarly, holders of beneficial interests in the Global Instruments will not have a direct right under the Global Instruments to take enforcement action against the Issuer in the event of a default under the relevant Instruments but will have to rely upon their rights under the Deed of Covenant.

***The Issuer has no obligation to maintain a listing of the Instruments***

The Issuer may, in certain circumstances, seek to delist Instruments which are listed on the Euro MTF Market or other stock exchange or market, provided that in such cases the Issuer will be required to use its reasonable endeavours to obtain and maintain a listing of such Instruments on an alternative stock exchange or exchanges or market (which may be outside the European Economic Area).

These circumstances include any future law, rule of the Luxembourg Stock Exchange or any other stock exchange or market or any EU directive imposing other requirements (including new corporate governance requirements) on the Issuer or any of its affiliates that the Issuer in good faith determines are impractical or unduly burdensome in order to maintain the continued listing of any Instruments issued under the Programme.

The Issuer may, in its sole discretion, determine that it is impractical or unduly burdensome to maintain such listing and seek to terminate the listing of such Instruments provided it uses all reasonable endeavours to seek an alternative admission to listing, trading and/or quotation of such Instruments by another listing authority, securities exchange and/or quotation system that it deems appropriate. However, if such alternative listing is not available or, in the opinion of the Issuer is impractical or unduly burdensome, an alternative listing may not be obtained.

Although there is no assurance as to the liquidity of any Instruments as a result of the listing on the Euro MTF Market or other stock exchange or market, delisting such Instruments may have a material effect on the ability of investors to (a) continue to hold such Instruments or (b) resell the Instruments in the secondary market.

***Investors who purchase Instruments in denominations that are not an integral multiple of the Specified Denomination may be adversely affected if Definitive Instruments are subsequently required to be issued***

In relation to any issue of Instruments which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Instruments may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case, a Holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in its account with the relevant clearing system at the relevant time may not receive a Definitive Instrument in respect of such holding (should Definitive

Instruments be printed) and would need to purchase a principal amount of Instruments such that its holding amounts to a Specified Denomination.

If Definitive Instruments are issued, Holders should be aware that Definitive Instruments which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

***The Instruments may be subject to withholding taxes in circumstances where the Issuer is not obliged to make gross up payments and this would result in holders receiving less interest than expected and could adversely affect their return on the Instruments***

The Conditions of the Instruments contain exemptions from the requirement that the Issuer make gross up payments in the event an amount of, or in respect of, tax were to be withheld from a payment. Where such exemptions apply, neither the Issuer, nor any Paying Agent, nor any other person would be obliged to pay additional amounts with respect to any Instruments as a result of the imposition of such withholding tax.

***The value of the Instruments could be adversely affected by a change of law or administrative practice***

The Conditions of the Instruments are based on the laws of the Province of Ontario and the federal laws of Canada applicable therein in effect as at the date of this Offering Memorandum. No assurance can be given as to the impact of any possible judicial decision or change to the laws of the Province of Ontario or the federal laws of Canada applicable therein or administrative practice after the date of this Offering Memorandum.

***Bearer Instruments in NGN form and Registered Global Instruments held under the NSS may not satisfy Eurosystem eligibility criteria***

Bearer Instruments in NGN form and Registered Global Instruments held under the NSS allow for the possibility of Instruments being issued and held in a manner which will permit them to be recognised as eligible collateral for monetary policy of the central banking system for the euro (the “**Eurosystem**”) and intra-day credit operations by the Eurosystem either upon issue or at any or all items during their life. However, in any particular case such recognition will depend upon satisfaction of the Eurosystem eligibility criteria at the relevant time. Investors should make their own assessment as to whether the Instruments meet such Eurosystem eligibility criteria.

### **Risks related to the market generally**

Set out below is a brief description of material market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

***If an investor holds Instruments which are not denominated in the investor’s home currency, the investor will be exposed to movements in exchange rates adversely affecting the value of its holding and, in addition, the imposition of exchange controls in relation to any Instruments could result in an investor not receiving payments on those Instruments***

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

Government and monetary authorities may impose (as some have done in the past) exchange controls or monetary policies that could adversely affect an applicable currency exchange rate or interest rate. As a result, investors may receive less interest or principal than expected, or no interest or principal or receive payments in a significantly devalued Specified Currency or such other currency that the Instruments may be payable in.

In addition, if the Issuer is due to make a payment in a currency (the “**original currency**”) other than United States dollars in respect of any Instrument or Coupon and the original currency is not available on the foreign exchange markets due to the imposition of exchange controls, the original currency’s replacement or disuse or other circumstances beyond the Issuer’s control, the Issuer will be entitled to satisfy its obligations in respect of such payment by making payment in United States dollars as described under the Conditions. The exchange rate applied in such circumstances could result in a reduced payment to the holder and such payment amount may be zero.

***Credit ratings may not reflect all risks associated with an investment in the Instruments***

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

In general, European regulated investors are restricted from using a rating for regulatory purposes unless such rating is issued by a credit rating agency established in the EEA and registered under the CRA Regulation (and such registration has not been withdrawn or suspended) or, either the rating is provided by a credit rating agency not established in the EEA but is endorsed by a credit rating agency established in the EEA and registered under the CRA Regulation, or the rating is provided by a credit rating agency not established in the EEA, but which is certified under the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). If the status of the rating agency rating the Instruments changes, European regulated investors may no longer be able to use the rating for regulatory purposes and the Instruments may have a different regulatory treatment. This may result in European regulated investors selling the Instruments which may impact the value of the Instruments and any secondary market.

The list of registered and certified rating agencies published by the European Securities and Markets Authority (“**ESMA**”) on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list.

## FORMS OF INSTRUMENTS

The Instruments may be issued in bearer form only ("**Bearer Instruments**"), in registered form only ("**Registered Instruments**") or in bearer form exchangeable for Registered Instruments ("**Exchangeable Bearer Instruments**").

Each Tranche of Bearer Instruments will be represented on issue by a temporary global instrument (each a "**Temporary Global Instrument**") or, if so specified in the applicable Pricing Supplement, a permanent global instrument (each a "**Permanent Global Instrument**" and together with a temporary Global Instrument, collectively referred to as "**Global Instruments**") without interest coupons or talons. The temporary Global Instrument representing the interest in a Tranche of Instruments will be exchangeable, in whole or in part, for (a) a permanent Global Instrument, or (b) in the limited circumstances set out in the temporary global Instrument, definitive bearer Instruments representing such interest on or after the day that is 40 days after the later of the commencement of the offering of the particular Tranche and the relevant issue date, upon certification as to non-U.S. beneficial ownership and/or (c) (in the case of a Series of Exchangeable Bearer Instruments) Registered Instruments in accordance with its terms.

Each such permanent global Instrument will be exchangeable for Bearer Instruments in definitive form and/or (in the case of a Series of Exchangeable Bearer Instruments) Registered Instruments in accordance with its terms.

Bearer Instruments in definitive form will, if interest-bearing, either have interest coupons ("**Coupons**") attached or have a grid for recording the payment of interest endorsed thereon and will, if the principal thereof is repayable by instalments, have a grid for recording the payment of principal endorsed thereon.

If it is stated in the applicable Pricing Supplement that the Global Instruments are to be issued in new global note ("**NGN**") form, a temporary or permanent Global Instrument will be delivered on or before the relevant issue date to a common safekeeper (the "**Common Safekeeper**") for Euroclear and/or Clearstream Luxembourg. The applicable Pricing Supplement will indicate whether or not such Global Instruments are intended to be held in a manner which would allow Eurosystem eligibility. Neither depositing the Global Instruments with the Common Safekeeper nor indicating that they are to be held in a manner which would allow Eurosystem eligibility necessarily means that the Instruments will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

If the Global Instruments are not issued in NGN form, as stated in the applicable Pricing Supplement, a temporary or permanent Global Instrument will be delivered on or before the relevant issue date to a depositary or a common depositary for Euroclear and Clearstream, Luxembourg and/or any other relevant clearing system.

Registered Instruments may be held through DTC or Euroclear and Clearstream, Luxembourg or another agreed clearing system as specified in the applicable Pricing Supplement. Registered Instruments may not be exchanged for Bearer Instruments.

Instruments offered in the United States shall be in registered form. Registered Instruments offered in the United States to Qualified Institutional Buyers in reliance on Rule 144A will be represented by one or more global instruments (the "**144A Global Notes**", also referred to as "**Restricted Notes**"). Registered Instruments offered outside the United States in reliance on Regulation S will be represented by one or more global instruments (the "**Regulation S Global Notes**" also referred to as "**Unrestricted Notes**" and, collectively with the 144A Global Notes, the "**Global Notes**").

If the Registered Instruments are not intended to be held in a manner which would allow Eurosystem eligibility, the Global Note will be deposited on or prior to the relevant issue date with a depositary or common depositary of and registered in the name of a nominee or common nominee for DTC or Euroclear and Clearstream, Luxembourg or any other agreed clearing system.

If the Registered Instruments are intended to be held in a manner which would allow Eurosystem eligibility (being the new safekeeping structure ("**NSS**"), the Global Note will be delivered on or prior to the relevant Issue Date to and registered in the name of a nominee of the Common Safekeeper. In respect of each Tranche of Global Notes, the applicable Pricing Supplement will indicate whether or not such Global Notes are intended to be held in a manner which would allow Eurosystem eligibility. None of depositing the Global Note with the Common Safekeeper, registered the Global Note in the name of a nominee of the Common Safekeeper or indicating that they are to be held in a manner which would allow Eurosystem

eligibility necessarily means that the Instruments will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

## TERMS AND CONDITIONS OF THE INSTRUMENTS

*The following is the text of the terms and conditions (the “**Conditions**”) that, as completed, supplemented, modified or replaced by the applicable Pricing Supplement, shall be applicable to the Instruments of each Series. The Pricing Supplement in relation to any Tranche of Instruments may specify additional or alternative Conditions which shall, to the extent so specified, supplement, modify or replace the Conditions for such Tranche. Either (i) the full text of these Conditions together with the applicable provisions of the applicable Pricing Supplement or (ii) these Conditions as so completed, supplemented, modified or replaced (and subject to simplification by the deletion of non-applicable provisions) shall be endorsed on all bearer Instruments in definitive form or on the certificates relating to Registered Instruments in definitive form.*

All capitalised terms used but not defined herein shall have the meanings given to them in the applicable Pricing Supplement.

Unless other arrangements are specified in the applicable Pricing Supplement, the Instruments are issued in accordance with an amended and restated fiscal agency agreement dated December 9, 2014 (the “**Fiscal Agency Agreement**” which expression shall include any amendments or supplements thereto or restatements thereof) and made among Export Development Canada (the “**Issuer**”), The Bank of New York Mellon, London Branch, in its capacity as fiscal agent (the “**Fiscal Agent**”, which expression shall include any successor to The Bank of New York Mellon, London Branch in its capacity as such) and as second alternative registrar (the “**Second Alternative Registrar**”, which expression shall include any successor to The Bank of New York Mellon, London Branch in its capacity as such), The Bank of New York Mellon, New York office as principal registrar (the “**Principal Registrar**”, which expression shall include any successor to The Bank of New York Mellon, New York office in its capacity as such), The Bank of New York Mellon SA/NV, Luxembourg Branch in its capacity as first alternative registrar (the “**First Alternative Registrar**”, which expression shall include any successor to Bank of New York Mellon SA/NV, Luxembourg Branch in its capacity as such) and certain other financial institutions named therein in their capacities as paying agents (the “**Paying Agents**”, which expression shall include the Fiscal Agent and any substitute or additional paying agents appointed in accordance with the Fiscal Agency Agreement). The Instruments have the benefit of a deed of covenant (the “**Deed of Covenant**”, which expression shall include any amendments or supplements thereto or restatements thereof) dated December 9, 2014 executed by the Issuer. A copy of each of the Fiscal Agency Agreement and the Deed of Covenant are available for inspection at the specified office of each of the Paying Agents, the Principal Registrar, the Alternative Registrar and the Second Alternative Registrar (together, the “**Agents**”). All persons from time to time entitled to the benefit of obligations under any Instruments shall be deemed to have notice of and to be bound by all of the provisions of the Fiscal Agency Agreement and the Deed of Covenant insofar as they relate to the relevant Instruments.

The Instruments are issued in series (each a “**Series**”), and each Series may comprise one or more tranches (each a “**Tranche**”) of Instruments issued on the same or different dates. All Instruments of the same Series shall have identical terms, other than in respect of the issue price, issue date and first payment of interest (save that a Series may comprise Instruments in more than one denomination and Instruments in bearer form and Instruments in registered form). Tranches may be issued on different issue dates and at different issue prices and, after the applicable Exchange Date (as defined herein), each such Tranche will be consolidated and form a single Series with the outstanding Instruments of that Series. The specific terms of each Tranche will be set forth in the applicable Pricing Supplement.

References in these Conditions to “**Instruments**” are to Instruments of the relevant Series and shall mean (i) in relation to Instruments represented by a global Instrument, units of the lowest Specified Denomination, (ii) definitive Instruments issued in exchange for a global Instrument and (iii) any global Instrument.

Interest bearing definitive Instruments in bearer form will have interest coupons (“**Coupons**”) and, if indicated in the applicable Pricing Supplement, talons for further Coupons (“**Talons**”) attached on issue. References herein to Coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons.

References to the “**applicable Pricing Supplement**” are to the Pricing Supplement(s) prepared in relation to the Instruments of the relevant Tranche or Series, which are attached to or endorsed on the Instruments and which complete, supplement, modify or replace these Conditions.

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, except in relation to Bearer Instruments in new global note (“**NGN**”) form or Registered

Instruments intended to be held in a manner which would allow Eurosystem eligibility (being the new safekeeping structure (“**NSS**”), be deemed to include a reference to any additional or alternative clearing system specified in the applicable Pricing Supplement.

## 1. Form and Denomination

1.01 Instruments are issued in bearer form or in registered form, as specified in the applicable Pricing Supplement. Bearer Instruments shall be issued in the NGN form if so specified in the applicable Pricing Supplement.

### *Form of Bearer Instruments*

1.02 The applicable Pricing Supplement will specify whether U.S. Treasury Regulation §1.163-5(c)(2)(i)(C) or any successor rules that are in substantially the same form that are applicable (or relevant under IRS Notice 2012-20) for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended, (the “**TEFRA C Rules**”) shall apply. In the absence of specification, U.S. Treasury Regulation §1.163-5(c)(2)(i)(D) or any successor rules that are in substantially the same form that are applicable (or relevant under IRS Notice 2012-20) for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended, (the “**TEFRA D Rules**”) will apply. Instruments issued in bearer form (“**Bearer Instruments**”) with an original maturity of one year or less or where the applicable Pricing Supplement specifies that the TEFRA C Rules will apply will be represented upon issue by a permanent global instrument without interest coupons (a “**Permanent Global Instrument**”), unless otherwise specified in the applicable Pricing Supplement, and in substantially the form (subject to amendment and completion) scheduled to the Fiscal Agency Agreement or in such other form as the Issuer, the relevant Purchaser and the Fiscal Agent agree. Bearer Instruments with a maturity of more than one year will be represented upon issue by a temporary global instrument without interest coupons (a “**Temporary Global Instrument**”) in substantially the form (subject to amendment and completion) scheduled to the Fiscal Agency Agreement or in such other form as the Issuer, the relevant Purchaser and the Fiscal Agent agree unless otherwise specified in the applicable Pricing Supplement. Interests in the Temporary Global Instrument may be exchanged in the case of an exchange for Instruments in registered form (“**Registered Instruments**”), at any time and without any requirement for certification, but otherwise, on or after the date (the “**Exchange Date**”) which is not earlier than forty days after the original issue date of the relevant Tranche and provided certification as to the beneficial ownership thereof as required by U.S. Treasury regulations (in such form as is customarily issued in such circumstances by the relevant clearing systems) has been received, for:

- (i) interests in a permanent global Instrument (a “**Permanent Global Instrument**”) representing the Instruments of that Tranche and in substantially the form (subject to amendment and completion) scheduled to the Fiscal Agency Agreement; or
- (ii) in the case of a Series comprising both Bearer Instruments and Registered Instruments and if so specified in the applicable Pricing Supplement, definitive Registered Instruments in substantially the form (subject to amendment and completion) scheduled to the Fiscal Agency Agreement; or
- (iii) in the limited circumstances set out in the Temporary Global Instrument, definitive Bearer Instruments (“**Definitive Instruments**”).

1.03 Interests in a Permanent Global Instrument will be exchanged by the Issuer in whole (but not in part only), for Definitive Instruments if (a) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of fourteen days (other than by reason of public holidays) or announces an intention to cease business permanently or in fact does so; or (b) an Event of Default occurs in respect of any Instrument of the relevant Series. In the case of a Series comprising both Bearer and Registered Instruments and, if so specified in the applicable Pricing Supplement, interests in a Permanent Global Instrument will be exchanged by the Issuer in whole or in part, for Registered Instruments at the option of the Holder, upon the Holder’s request. In either case, such exchange shall be made free of charge to the Holder of such Instrument. In order to exercise the option contained in the preceding sentence, the Holder must, not less than forty-five days before the date upon which delivery of such Registered Instruments is required, deposit the relevant Permanent Global Instrument with the Fiscal Agent at its specified office with the form of exchange notice endorsed thereon duly completed. If default is made by the Issuer in the required delivery of Definitive Instruments or Registered Instruments and such default is continuing at 6:00 p.m. (London time) on the thirtieth day after the day on which the relevant notice period expires or, as the case may be, such Permanent Global Instrument becomes so exchangeable, such Permanent Global Instrument will become void in accordance with its terms but without prejudice to the rights of the Relevant Account Holders (as defined in the Deed of

Covenant) with Euroclear or Clearstream, Luxembourg or any other relevant clearing system in relation thereto under the Deed of Covenant.

1.04 Interest-bearing Definitive Instruments will, if so specified in the applicable Pricing Supplement, have attached thereto at the time of their initial delivery Coupons, the presentation of which will be a prerequisite to the payment of interest in certain circumstances specified below.

#### ***Form of Registered Instruments***

1.05 Registered Instruments in global form (“**Global Notes**”) which are issued and sold pursuant to Rule 144A (“**Restricted Notes**”) will initially be represented by interests in either a Restricted Note in fully registered global form deposited with a common depositary for, and registered in the name of a common nominee of Euroclear and Clearstream, Luxembourg on its Issue Date (each a “**European Restricted Global Note**”) or a Restricted Note in fully registered global form deposited with a custodian for, and registered in the name of a nominee of, DTC on its Issue Date (a “**DTC Restricted Global Note**”), in either case without Coupons.

Registered Instruments in the form of Global Notes which are sold in an “**offshore transaction**” within the meaning of Regulation S (“**Unrestricted Notes**”) will initially be represented by interests in either an Unrestricted Note in fully registered global form deposited with either (a) a common depositary for, and registered in the name of a common nominee of Euroclear and Clearstream, Luxembourg if the applicable Pricing Supplement indicate such Instruments are not to be held in the NSS, or (b) a common safekeeper for, and registered in the name of a nominee of Euroclear and Clearstream, Luxembourg if the applicable Pricing Supplement indicate such Instruments are to be held in the NSS (each a “**European Unrestricted Global Note**” together with any European Restricted Global Notes, the “**European Global Notes**”) or an Unrestricted Note in fully registered global form deposited with a custodian for, and registered in the name of a nominee of, DTC (a “**DTC Unrestricted Global Note**” together with any DTC Restricted Global Notes, the “**DTC Global Notes**”). Global Notes will bear a legend that forms an integral part of the terms of the Global Note.

1.06 Registered Instruments will not be exchangeable for Bearer Instruments.

#### ***Denomination of Bearer Instruments***

1.07 Bearer Instruments will be in the denomination or denominations specified in the applicable Pricing Supplement (each such denomination being a “**Specified Denomination**”). Bearer Instruments of one denomination will not be exchangeable, after their initial delivery, for Bearer Instruments of any other denomination.

#### ***Denomination of Registered Instruments***

1.08 Registered Instruments will be in the minimum denomination specified in the applicable Pricing Supplement or (unless otherwise specified in the applicable Pricing Supplement) integral multiples thereof.

1.09 Registered Instruments denominated in United States Dollars will, if so specified in the applicable Pricing Supplement, be the subject of an application by the Issuer to DTC for the acceptance of such Registered Instruments into DTC’s book-entry settlement system. If such application is accepted, one or more DTC Global Notes, in denominations equivalent in aggregate to the aggregate principal amount of relevant Registered Instruments which are to be held in such system, will be issued to DTC and registered in the name of Cede & Co., or such other person as may be nominated by DTC for the purpose, as nominee for DTC provided that no DTC Global Note may have a denomination of more than USD500,000,000 and that, subject to such restriction, DTC Global Notes will always be issued in the largest possible denomination. Thereafter, such registered nominee will be the holder of record and entitled to rights in respect of each DTC Global Note. Accordingly, each person having a beneficial interest in a DTC Global Note must rely on the procedures of the institutions having accounts with DTC to exercise any rights of such person. So long as Registered Instruments are traded through DTC’s book-entry settlement system, ownership of a beneficial interest in the relevant DTC Global Note will (unless otherwise required by applicable law or regulatory requirement) be shown on, and transfers of such beneficial interest may be effected only through, records maintained by (i) DTC or its registered nominee (as to DTC participant-interests); or (ii) institutions having accounts with DTC.



## **Currency of Instruments**

1.10 Instruments may be denominated in any currency, as specified in the applicable Pricing Supplement (the “**Specified Currency**”), subject to compliance with all applicable legal and/or regulatory and/or central bank or monetary authority (or equivalent body, however called) requirements. If so specified in the applicable pricing supplement, payments in respect of Instruments may, subject to such compliance, be made in United States dollars or in another currency or currencies other than the Specified Currency.

## **Instruments in the Form of Individual Definitive Registered Instruments**

1.11 Registration of title to Registered Instruments in a name other than a depository or its nominee for Euroclear and Clearstream, Luxembourg or for DTC will not be permitted unless (i) in the case of DTC Global Notes, DTC notifies the Issuer that it is no longer willing or able to discharge properly its responsibilities as depository with respect to the DTC Global Notes, or ceases to be a “**clearing agency**” registered under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), or is at any time no longer eligible to act as such and the Issuer is unable to locate a qualified successor within 90 days of receiving notice of such ineligibility on the part of DTC, or (ii) in the case of European Global Notes, Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so or (iii) an Event of Default (as defined in Condition 6.01) occurs and is continuing in respect of any Instrument of the relevant Series; (each an “**Exchange Event**”). In such circumstances, the Issuer will cause sufficient individual definitive Registered Instruments (“**Definitive Registered Instruments**”) to be executed and delivered to the Registrar for completion, authentication and despatch to the relevant Holder(s). Instruments in the form of individual Definitive Registered Instruments will only be available, in the case of Unrestricted Notes, in amounts specified in the applicable Pricing Supplement, and, in the case of Restricted Notes, in amounts of not less than (a) USD200,000 or (b) if such Instruments are offered to the public in a Member State in circumstances requiring publication of a prospectus under the Prospectus Regulation, USD200,000 or the United States Dollar equivalent of €100,000, whichever is greater (rounded upwards as agreed between the Issuer and the relevant Purchaser(s)) and, in either case, higher integral multiples of USD1,000, and in any event, solely in the limited circumstances set out above.

If default is made by the Issuer in the required delivery of Definitive Registered Instruments and such default is continuing at 6:00 p.m. (London time) on the thirtieth day after the Exchange Event, such Global Note will become void in accordance with its terms but without prejudice to the rights of account holders with Euroclear or Clearstream, Luxembourg or any other relevant clearing system in relation thereto under and as provided in the Deed of Covenant.

## **2. Title and Transfers**

2.01 Title to Bearer Instruments and Coupons passes by delivery.

2.02 Title to Registered Instruments passes by registration in the register, which (i) in relation to DTC Global Notes is kept by the Principal Registrar or such other registrar as is specified in the applicable Pricing Supplement and (ii) in relation to European Global Notes is kept by the First Alternative Registrar or, if the applicable Pricing Supplement so specifies, the Second Alternative Registrar. For the purposes of these Conditions, “**Registrar**” means, in relation to any Series of Registered Instruments, the Principal Registrar, the First Alternative Registrar, the Second Alternative Registrar or such other registrar as is specified in the applicable Pricing Supplement.

2.03 References herein to “**Holder**” means, in relation to Definitive Instruments or Coupons, the bearer of such Instruments or Coupons and, in relation to Definitive Registered Instruments, the person(s) in whose names such Instruments are registered in the relevant register. For so long as any of the Instruments is represented by a global Instrument or Instruments, each person who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg or any other agreed clearing system as the holder of a particular nominal amount of Instruments (other than a clearing system that is itself an account holder of Euroclear or of Clearstream, Luxembourg or any other agreed clearing system (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg or any other agreed clearing system as to the nominal amount of such Instruments standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error)) shall be treated by the Issuer and the Agents as the holder of such nominal amount of such Instruments for all purposes other than with respect to the payment of principal or interest on the Instruments, for which purpose the bearer of the relevant global bearer Instrument or the registered holder of the relevant global registered

Instrument shall be treated by the Issuer and the Agents as the holder of such Instruments in accordance with and subject to the terms of the relevant global Instrument and the expression “**Holder**” and related expressions shall be construed accordingly. Instruments which are represented by a global Instrument will be transferable only in accordance with the then current rules and procedures of Euroclear, Clearstream, Luxembourg and/or any other relevant clearing system, as the case may be.

The Holder of any Instrument or Coupon will (except as otherwise required by applicable law or regulatory requirement) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest thereof or therein, any writing thereon, or any theft or loss thereof) and no person shall be liable for so treating such Holder.

### ***Transfer of Registered Instruments and Exchange of Bearer Instruments for Registered Instruments***

2.04 A Registered Instrument may, upon the terms and subject to the conditions set forth in the Fiscal Agency Agreement, be transferred in whole or in part only (provided that each such part (including the balance not transferred) is the minimum denomination specified in the applicable Pricing Supplement or an integral multiple thereof or (if so specified in the Pricing Supplement) an integral amount in excess of such minimum denomination) upon the surrender of the Registered Instrument to be transferred, together with the form of transfer endorsed thereon duly completed and executed, at the specified office of the Registrar. A new Registered Instrument will be issued to the transferee and, in the case of a transfer of part only of a Registered Instrument, a new Registered Instrument in respect of the balance not transferred will be issued to the transferor.

2.05 If so specified in the applicable Pricing Supplement, the Holder of Bearer Instruments may exchange the same for the same aggregate principal amount of Registered Instruments upon the terms and subject to the conditions set forth in the Fiscal Agency Agreement. In order to exchange a Bearer Instrument for a Registered Instrument, the Holder thereof shall surrender such Bearer Instrument at the specified office outside the United States of the Fiscal Agent or of the Registrar together with a written request for the exchange. Each Bearer Instrument so surrendered must be accompanied by all unmatured Coupons appertaining thereto, other than the Coupon in respect of the next payment of interest falling due after the exchange date (as defined in Condition 2.07) where the exchange date would, but for the provisions of Condition 2.06, occur between the Record Date (as defined in Condition 8B.03) for such payment of interest and the date on which such payment of interest falls due.

2.06 Each new Registered Instrument to be issued upon the transfer of a Registered Instrument or the exchange of a Bearer Instrument for a Registered Instrument will, within three Banking Days of the transfer date (as defined in this Condition 2.06) or, as the case may be, the exchange date, be available for delivery at the specified office of the Registrar. For these purposes, a form of transfer or request for exchange received by the Registrar or the Fiscal Agent after the Record Date (as defined in Condition 8B.03) in respect of any payment due in respect of Registered Instruments shall be deemed not to be effectively received by the Registrar or the Fiscal Agent until the day following the due date for such payment.

2.07 For the purposes of this Condition 2,

- (i) “**Banking Day**” means a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the place where the specified office of the Registrar is located and, in the case only of an exchange of a Bearer Instrument for a Registered Instrument where such request for exchange is made to the Fiscal Agent, in the place where the specified office of the Fiscal Agent is located;
- (ii) the “**exchange date**” shall be the Banking Day following the day on which the relevant Bearer Instrument shall have been surrendered for exchange in accordance with Condition 2.05; and
- (iii) the “**transfer date**” shall be the Banking Day following the day on which the relevant Registered Instrument shall have been surrendered for transfer in accordance with Condition 2.04 and all reasonable requirements of the Issuer and the Registrar shall have been satisfied in respect of such transfer.

2.08 The issue of new Registered Instruments on transfer or on the exchange of Bearer Instruments for Registered Instruments will be effected without charge by or on behalf of the Issuer, the Registrar or the Fiscal Agent, but upon payment by the applicant of (or the giving by the applicant of such indemnity as the

Registrar may require in respect of) any tax, duty or other governmental charges which may be imposed in relation thereto.

2.09 Upon the transfer, exchange or replacement of Registered Instruments of any Series bearing the private placement legend (the "**Private Placement Legend**") set forth in the form of Registered Instrument scheduled to the Fiscal Agency Agreement, the Registrar shall deliver only Registered Instruments that also bear such legend unless either:

- (i) such transfer, exchange or replacement occurs one or more years after the later of (1) the original issue date of such Registered Instruments or (2) the last date on which the Issuer or any of its affiliates (as defined below), as notified to the Registrar by the Issuer as provided in the immediately following paragraph, was the beneficial owner of such Registered Instrument (or any predecessor of such Instrument); or
- (ii) there is delivered to the Registrar an opinion reasonably satisfactory to the Issuer of counsel experienced in giving opinions with respect to questions arising under the securities laws of the United States to the effect that neither such legend nor the restrictions on transfer set forth therein are required in order to maintain compliance with the provisions of such laws.

2.10 The Issuer covenants and agrees that it will not acquire any beneficial interest, and will cause its "**affiliates**" (as defined in paragraph 1 of Rule 144 under the Securities Act) not to acquire any beneficial interest, in any Registered Instrument bearing the Private Placement Legend unless it notifies the Registrar of such acquisition. The Registrar and all Holders of Instruments shall be entitled to rely without further investigation on any such notification (or lack thereof).

### **3. Status**

3.01 The Instruments constitute direct, unconditional obligations of the Issuer and as such constitute direct and unconditional obligations of Her Majesty in right of Canada. Payments of principal of and interest on the Instruments are a charge on and payable out of the Consolidated Revenue Fund of Canada. The Consolidated Revenue Fund is the aggregate of all public moneys, such as tax revenues, which are on deposit to the credit of the Receiver General for Canada (the public officer who receives or collects public moneys for and on behalf of Canada). As among themselves, the Instruments of each Series will rank *pari passu* and will be payable rateably without any preference or priority.

### **4. Interest**

4.01 Instruments may be interest-bearing or non-interest-bearing or a combination of the two, as specified in the applicable Pricing Supplement. In the case of non-interest-bearing Instruments ("**Zero Coupon Instruments**"), a Reference Price and Accrual Yield will, unless otherwise agreed, be specified in the applicable Pricing Supplement. In relation to any Tranche of interest-bearing Instruments, the applicable Pricing Supplement may specify actual amounts of interest payable rather than, or in addition to, a rate or rates at which interest accrues.

#### **4A Fixed Rate Instruments**

4A.01 Each Fixed Rate Instrument shall bear interest on its outstanding nominal amount from, and including, the Interest Commencement Date specified in the applicable Pricing Supplement (or the Issue Date if no Interest Commencement Date is separately specified) to, but excluding, the Maturity Date specified in the applicable Pricing Supplement at the rate or rates per annum equal to the Rate(s) of Interest specified in the applicable Pricing Supplement. Such interest will be payable in arrear on the Interest Payment Dates in each year and on the Maturity Date if it does not fall on an Interest Payment Date.

4A.02 This Condition 4A.02 applies to Fixed Rate Instruments which are represented by a Global Instrument. Interest on Fixed Rate Instruments represented by a Global Instrument shall be calculated by the Fiscal Agent in respect of any Interest Period by applying the Rate of Interest to the aggregate outstanding nominal amount of the Instruments represented by such Global Instrument and multiplying such sum by the Day Count Fraction specified in the applicable Pricing Supplement 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. If no Day Count Fraction is specified in the applicable Pricing Supplement, the applicable Day Count Fraction for Fixed Rate Instruments shall be Actual/Actual, other than for U.S. dollar denominated Instruments where the applicable Day Count Fraction shall be 30/360.

4A.03 This Condition 4A.03 applies to Fixed Rate Instruments in definitive form.

- (i) The amount of interest payable on each Interest Payment Date in respect of the Interest Period ending on, but excluding such date will amount to the Fixed Coupon Amount specified in the applicable Pricing Supplement. Payments of interest on any Interest Payment Date will, if so specified in the applicable Pricing Supplement, amount to the Broken Amount(s) so specified.
- (ii) Where the applicable Pricing Supplement does not specify a Fixed Coupon Amount or Broken Amount, interest shall be calculated by the Fiscal Agent in respect of any Interest Period by applying the Rate of Interest to the Calculation Amount, multiplying such sum by the Day Count Fraction specified in the applicable Pricing Supplement 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. If no Day Count Fraction is specified in the applicable Pricing Supplement, the applicable Day Count Fraction for Fixed Rate Instruments shall be Actual/Actual, other than for U.S. dollar denominated Instruments where the applicable Day Count Fraction shall be 30/360.
- (iii) Where the Specified Denomination is a multiple of the Calculation Amount, the amount of interest payable in respect of such Instrument shall be the product of the amount (determined in the manner provided in (i) or (ii) above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.
- (iv) For RMB Instruments (as defined in Condition 8C) which are Fixed Rate Instruments, where the Interest Payment Dates specified in the applicable Pricing Supplement are subject to adjustment, each Fixed Coupon Amount shall be calculated by multiplying the product of the relevant Rate of Interest and the relevant Calculation Amount by the relevant Day Count Fraction and rounding the resultant figure to the nearest CNY0.01, with CNY0.005 being rounded upwards.

#### **4B. Floating Rate Instruments and Variable Interest Instruments**

4B.01 Floating Rate Instruments and Variable Interest Instruments shall bear interest from the Interest Commencement Date specified in the applicable Pricing Supplement (or the Issue Date if no Interest Commencement Date is separately specified). Such interest will be payable in arrear on:

- (i) each date specified as a Specified Interest Payment Date in the applicable Pricing Supplement (each an “**Interest Payment Date**”) or,
- (ii) if no Specified Interest Payment Date(s) is/are specified in the applicable Pricing Supplement, each date (each an “**Interest Payment Date**”) which falls the number of months or other period specified in the applicable Pricing Supplement as the Specified Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date,

Interest will be payable in respect of each Interest Period (as defined in Condition 8C.04).

4B.02 The Rate of Interest payable from time to time in respect of the Floating Rate Instruments will be on the basis as agreed between the Issuer and the relevant Purchaser as specified in the applicable Pricing Supplement and will be determined by the Calculation Agent in the manner specified in the applicable Pricing Supplement.

#### **4C. Screen Rate Determination:**

4C.01 Reference Rates other than SONIA, SOFR and €STR

Where Screen Rate Determination is specified as being applicable in the applicable Pricing Supplement and the Reference Rate specified in the applicable Pricing Supplement is not SONIA, SOFR or €STR the Rate of Interest for each Interest Period (as defined in Condition 8C.04) shall, subject as provided below and subject to Condition 4I, be determined by the Calculation Agent on the following basis:

- (i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page

(or such replacement page on that service which displays the information) as of the Relevant Time on the relevant Interest Determination Date;

- (ii) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page (or such replacement page on that service which displays the information or the Back-up Relevant Screen Page, as applicable) as of the Relevant Time on the relevant Interest Determination Date;
- (iii) in the case of (ii) above, if five or more such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations;
- (iv) if, in the case of (i) above, such rate does not appear on that page or, in the case of (ii) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Calculation Agent will:
  - (A) request the principal Relevant Financial Centre office (or, in the case of Instruments denominated in euro, in such financial centre or centres as the Calculation Agent may select) of each of the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time;
  - (B) determine the arithmetic mean of such quotations; and
- (v) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Calculation Agent) quoted by major banks in the principal financial centre of the country for the Specified Currency, selected by the Calculation Agent, at approximately 11.00 a.m. (local time in the principal financial centre for the Specified Currency) on the first day of the relevant Interest Period for loans in the Specified Currency to leading European banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time,

and, subject to Condition 4C.06, the Rate of Interest for such Interest Period shall be the rate or (as the case may be) the arithmetic mean so determined; provided, however, that if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Instruments during such Interest Period will be the rate or (as the case may be) the arithmetic mean last determined in relation to the Instruments in respect of a preceding Interest Period.

#### 4C.02 SONIA Reference Rate

Where Screen Rate Determination is specified as being applicable in the applicable Pricing Supplement and the Reference Rate specified in the applicable Pricing Supplement is SONIA, the Rate of Interest for each Interest Period (as defined in Condition 8C.04), subject as provided below and subject to Condition 4I, shall be Compounded Daily SONIA as determined by the Calculation Agent.

For the purposes of this Condition 4C.02:

“**Compounded Daily SONIA**” means, with respect to an Interest Period, the rate of return of a daily compound interest investment (with the daily Pounds Sterling overnight reference rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent as follows, and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards:

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

where:

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

“**d<sub>o</sub>**” is the number of London Banking Days in the relevant Interest Period;

“**i**” is a series of whole numbers from one to **d<sub>o</sub>**, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in the relevant Interest Period;

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

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

“**p**”, for any Interest Period, is the number of London Banking Days included in the Observation Look-Back Period, as specified in the applicable Pricing Supplement; and

“**SONIA<sub>i-pLBD</sub>**” means, in respect of any London Banking Day “**i**” falling in the relevant Interest Period, the SONIA reference rate for the London Banking Day falling “**p**” London Banking Days prior to the relevant London Banking Day “**i**”.

“**Observation Look-Back Period**” is as specified in the applicable Pricing Supplement;

“**Observation Period**” means the period from and including the date falling “**p**” London Banking Days prior to the first day of the relevant Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending on, but excluding, the date falling “**p**” London Banking Days prior to the Interest Payment Date for such Interest Period (or the date falling “**p**” London Banking Days prior to such earlier date, if any, on which the Instruments become due and payable); and

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

If in respect of any London Banking Day in the relevant Observation Period, the SONIA reference rate is not made available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, then unless any Successor Rate or Alternative Rate (and any related Adjustment Spread or Benchmark Amendments) has been determined pursuant to Condition 4I, if applicable, the SONIA reference rate in respect of such London Banking Day shall be:

- (a) the sum of (i) the Bank of England’s Bank Rate (the “**Bank Rate**”) prevailing at 5.00 p.m. (or, if earlier, close of business) on the relevant London Banking Day; plus (ii) the mean of the spread of the SONIA reference rate to the Bank Rate over the previous five London Banking Days in respect of which a SONIA reference rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate; or
- (b) if the Bank Rate is not available on the relevant London Banking Day, the most recent SONIA reference rate in respect of a London Banking Day.

Notwithstanding the paragraph above, in the event the Bank of England publishes guidance as to (i) how the SONIA rate is to be determined or (ii) any rate that is to replace the SONIA rate, the Calculation Agent shall, subject to receiving written instructions from the Issuer and to the extent that it is reasonably practicable, follow such guidance in order to determine the SONIA rate for the purpose of the relevant Instruments for so long as the SONIA rate is not available or has not been published by the authorised distributors.

If the relevant Instruments become due and payable in accordance with Condition 6, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Pricing Supplement, be deemed to be the date on which such Instruments became due and payable and the Rate of Interest on such Instruments shall, for so long as any such Instruments remains outstanding, be that determined on such date.

#### 4C.03 SOFR Reference Rate

Where Screen Rate Determination is specified as being applicable in the applicable Pricing Supplement and the Reference Rate specified in the applicable Pricing Supplement is SOFR, the Rate of Interest for each Interest Period, subject as provided below and subject to Condition 4I, shall be Weighted Average SOFR or Compounded SOFR, as specified in the applicable Pricing Supplement, as determined by the Calculation Agent.

For the purpose of this Condition 4C.03:

**“Compounded SOFR”** with respect to any Interest Period, means the rate of return of a daily compound interest investment computed in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards):

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

where:

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

**“d<sub>o</sub>”**, for any Observation Period, is the number of U.S. Government Securities Business Days in the relevant Observation Period;

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

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

**“SOFR<sub>i</sub>”** for any U.S. Government Securities Business Day “i” in the relevant Observation Period, is equal to SOFR in respect of that day “i”.

**“Federal Reserve’s Website”** means the website of the Board of Governors of the Federal Reserve System currently at <http://www.federalreserve.gov>, or any or any successor website of the Board of Governors of the Federal Reserve System.

**“FOMC Target Rate”** means the short-term interest rate target set by the Federal Open Market Committee and published on the Federal Reserve’s Website or, if the Federal Open Market Committee does not target a single rate, the mid-point of the short-term interest rate target range set by the Federal Open Market Committee and published on the Federal Reserve’s Website and as prevailing on such U.S. Government Securities Business Day (calculated as the arithmetic average of the upper bound of the target range and the lower bound of the target range, rounded in accordance with the ISDA Definition).

**“New York City Banking Day”** means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in New York City.

**“New York Federal Reserve’s Website”** means the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor website of the Federal Reserve Bank of New York.

**“OBFR Index Cessation Effective Date”** means, in respect of a OBFR Index Cessation Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of the Overnight Bank Funding Rate), ceases to publish the Overnight Bank Funding Rate, or the date as of which the Overnight Bank Funding Rate may no longer be used.

**“OBFR Index Cessation Event”** means the occurrence of one or more of the following events:

- (a) a public statement by the Federal Reserve Bank of New York (or a successor administrator of the Overnight Bank Funding Rate) announcing that it has ceased or will cease to publish or provide the Overnight Bank Funding Rate permanently or indefinitely, provided that, at that

time, there is no successor administrator that will continue to provide an Overnight Bank Funding Rate; or

- (b) the publication of information that reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of Overnight Bank Funding Rate) has ceased or will cease to provide the Overnight Bank Funding Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide Overnight Bank Funding Rate; or
- (c) a public statement by a U.S. regulator or other U.S. official sector entity prohibiting the use of Overnight Bank Funding Rate that applies to, but need not be limited to, fixed income securities and derivatives, to the extent that such public statement has been publicly acknowledged by the International Swaps and Derivatives Association, Inc. as an "OBFR Index Cessation Event" under the ISDA Definitions.

**"Observation Look Back Period"** is as specified in the applicable Pricing Supplement.

**"Observation Period"** means, in respect of each Interest Period, the period from, and including, the date "p" U.S. Government Securities Business Days preceding the first day of the relevant Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) to, but excluding, the date falling "p" U.S. Government Securities Business Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" U.S. Government Securities Business Days prior to such earlier date, if any, on which the Instruments become due and payable).

**"Overnight Bank Funding Rate"** and **"OBFR"** mean, with respect to any U.S. Government Securities Business Day, the daily Overnight Bank Funding Rate in respect of the New York City Banking Day immediately preceding such U.S. Government Securities Business Day as provided by the Federal Reserve Bank of New York, as the administrator of such Rate (or a successor administrator) on the New York Federal Reserve's Website on or about 5:00 p.m. (New York time) on such U.S. Government Securities Business Day.

**"p"**, for any Interest Period, is the number of U.S. Government Securities Business Days included in the Observation Look-Back Period, as specified in the applicable Pricing Supplement.

**"SIFMA"** means the Securities Industry and Financial Markets Association or any successor thereto.

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

- (a) the Secured Overnight Financing Rate published on the New York Federal Reserve's Website on or about 3:00 p.m. (New York time) on the SOFR Determination Date; or
- (b) if the Secured Overnight Financing Rate does not appear or cannot be determined with respect to such SOFR Determination Date, unless both a SOFR Index Cessation Event and a SOFR Index Cessation Effective Date have occurred, the Secured Overnight Financing Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Secured Overnight Financing Rate was published on the New York Federal Reserve's Website; or
- (c) if the Secured Overnight Financing Rate does not appear or cannot be determined with respect to such SOFR Determination Date and a SOFR Index Cessation Event and SOFR Index Cessation Effective Date have both occurred, the rate (inclusive of any spreads or adjustments) that was recommended as the replacement for the Secured Overnight Financing Rate by the Federal Reserve Board and/or the Federal Reserve Bank of New York or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York for the purpose of recommending a replacement for the Secured Overnight Financing Rate (which rate may be produced by a Federal Reserve Bank of New York or other designated administrator), provided that, if no such rate has been recommended within one U.S. Government Securities Business Day of the SOFR Index Cessation Effective Date, then the rate for each SOFR Determination Date occurring on or after the SOFR Index Cessation Effective Date will be determined as if
  - (i) references to Secured Overnight Financing Rate were references to the Overnight Bank Funding Rate (published on the New York Federal Reserve's Website at or around 5:00 p.m. (New York time) on the relevant New York City Banking Day),



- (ii) references to U.S. Government Securities Business Day were references to New York City Banking Day,
- (iii) references to SOFR Index Cessation Event were references to OBFR Index Cessation Event and
- (iv) references to SOFR Index Cessation Effective Date were references to OBFR Index Cessation Effective Date;

and provided further that, if no such rate has been recommended within one U.S. Government Securities Business Day of the SOFR Index Cessation Effective Date and an OBFR Index Cessation Event has occurred, then the rate for each SOFR Determination Date occurring on or after the SOFR Index Cessation Effective Date will be determined as if (x) references to SOFR were references to FOMC Target Rate, (y) references to U.S. Government Securities Business Day were references to New York City Banking Day and (z) references to the New York Federal Reserve's Website were references to the Federal Reserve's Website.

**"SOFR Determination Date"** means with respect to any U.S. Government Securities Business Day, (i) with respect to the Secured Overnight Financing Rate, the immediately following U.S. Government Securities Business Day and (ii) with respect to the Overnight Bank Funding Rate, the first New York City Banking Day immediately preceding such U.S. Government Securities Business Day.

**"SOFR Index Cessation Effective Date"** means, in respect of a SOFR Index Cessation Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of the Secured Overnight Financing Rate), ceases to publish the Secured Overnight Financing Rate, or the date as of which the Secured Overnight Financing Rate may no longer be used.

**"SOFR Index Cessation Event"** means the occurrence of one or more of the following events:

- (a) a public statement by the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate) announcing that it has ceased or will cease to publish or provide the Secured Overnight Financing Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to provide a Secured Overnight Financing Rate; or
- (b) the publication of information that reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate) has ceased or will cease to provide the Secured Overnight Financing Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide the Secured Overnight Financing Rate; or
- (c) a public statement by a U.S. regulator or other U.S. official sector entity prohibiting the use of the Secured Overnight Financing Rate that applies to, but need not be limited to, fixed income securities and derivatives, to the extent that such public statement has been publicly acknowledged by the International Swaps and Derivatives Association, Inc. as an "SOFR Index Cessation Event" under the ISDA Definitions.

**"U.S. Government Securities Business Day"** means any day except for a Saturday, Sunday or a day on which SIFMA recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

**"Weighted Average SOFR"** means the arithmetic mean of the SOFR in effect for each SOFR Determination Date during the relevant Observation Period, calculated by multiplying the relevant SOFR by the number of calendar days such SOFR is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Observation Period.

If a SOFR Index Cessation Event occurs, the Issuer will promptly notify the Calculation Agent of such occurrence.

#### 4C.04 €STR Reference Rate

Where Screen Rate Determination is specified as being applicable in the applicable Pricing Supplement and the Reference Rate specified in the applicable Pricing Supplement is €STR, the Rate of Interest for each Interest Period, subject as provided below and subject to Condition 4I, shall be Compounded Daily €STR as determined by the Calculation Agent.

For the purpose of this Condition 4C.04:

**“Compounded Daily €STR”** means, with respect to an Interest Period, the rate of return of a daily compound interest investment (with the daily euro short-term rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent on the Interest Determination Date as follows, and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{(\text{€STR}_{i-\text{STBD}} \times n_i)}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

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

“**d<sub>o</sub>**”, for any Interest Period, is the number of TARGET Business Days (as defined below) in the relevant Interest Period;

“**€STR<sub>i-STBD</sub>**” means the €STR Reference Rate for the TARGET Business Day (being a TARGET Business Day falling in the relevant Observation Period) falling five TARGET Business Days prior to the relevant TARGET Business Day “**i**”;

“**i**” is a series of whole numbers from one to **d<sub>o</sub>**, each representing the relevant TARGET Business Day in chronological order from, and including, the first TARGET Business Day in the relevant Interest Period;

“**n<sub>i</sub>**” for any TARGET Business Day “**i**” is the number of calendar days from, and including, such TARGET Business Day “**i**” up to, but excluding, the following TARGET Business Day;

**“ECB Recommended Rate Index Cessation Event”** means the occurrence of one or more of the following events:

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

**“ECB Recommended Rate Index Cessation Effective Date”** means, in respect of an ECB Recommended Rate Index Cessation Event, the first date on which the ECB Recommended Rate is no longer provided;

**“€STR Index Cessation Event”** means the occurrence of one or more of the following events:

- (a) a public statement or publication of information by or on behalf of the European Central Bank (or any successor administrator of €STR) announcing that it has ceased or will cease to publish or provide €STR permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to provide €STR; or
- (b) a public statement or the publication of information by the regulatory supervisor for the administrator of €STR, the central bank for the currency of €STR, an insolvency official with jurisdiction over the administrator of €STR, a resolution authority with jurisdiction over the

administrator of €STR or a court or an entity with similar insolvency or resolution authority over the administrator of €STR, which states that the administrator of €STR has ceased or will cease to provide €STR permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide €STR;

**“€STR Index Cessation Effective Date”** means, in respect of an €STR Index Cessation Event, the first date on which €STR is no longer provided by the European Central Bank (or any successor administrator of €STR);

**“€STR Reference Rate”** means in respect of any TARGET Business Day, a reference rate equal to the daily euro short-term rate (“€STR”) for such TARGET Business Day as provided by the European Central Bank, as administrator of such rate (or any successor administrator of such rate), on the website of the European Central Bank, currently at <http://www.ecb.europa.eu>, or any successor website officially designated by the European Central Bank (the **“ECB’s Website”**) (in each case, on or before 9:00 a.m. Central European Time on the TARGET Business Day immediately following such TARGET Business Day);

**“Observation Period”** means, in respect of an Interest Period, the period from, and including, the date falling five TARGET Business Days prior to the relevant Interest Payment Date (and the first Observation Period shall begin on and include the date falling five TARGET Business Days prior to the Interest Commencement Date) and ending on, but excluding, the date falling five TARGET Business Days prior to the Interest Payment Date for such Interest Period (or the date falling five TARGET Business Days prior to such earlier date, if any, on which the Instruments become due and payable);

**“TARGET Business Day”** or **“TBD”** means a day on which the TARGET2 System (as defined in Condition 8C.04) is open;

If the €STR Reference Rate does not appear on a TARGET Business Day as specified above, unless both an €STR Index Cessation Event and an €STR Index Cessation Effective Date (each as defined below) have occurred, the €STR Reference Rate shall be a rate equal to €STR in respect of the last TARGET Business Day for which such rate was published on the ECB’s Website.

If the €STR Reference Rate does not appear on a TARGET Business Day as specified above, and both an €STR Index Cessation Event and an €STR Index Cessation Effective Date have occurred, the rate for each TARGET Business Day in the relevant Observation Period occurring on or after such €STR Index Cessation Effective Date will be determined as if references to “€STR” were references to the rate (inclusive of any spreads or adjustments) that was recommended as the replacement for €STR by the European Central Bank (or any successor administrator of €STR) and/or by a committee officially endorsed or convened by the European Central Bank (or any successor administrator of €STR) for the purpose of recommending a replacement for €STR (which rate may be produced by the European Central Bank or another administrator) (the **“ECB Recommended Rate”**), provided that, if no such rate has been recommended before the end of the first TARGET Business Day following the date on which the €STR Index Cessation Event occurs, then the rate for each TARGET Business Day in the relevant Observation Period occurring on or after such €STR Index Cessation Effective Date will be determined as if references to €STR were references to the Eurosystem Deposit Facility Rate, the rate on the deposit facility that banks may use to make overnight deposits with the Eurosystem, as published on the ECB’s Website (the **“EDFR”**) on such TARGET Business Day plus the arithmetic mean of the daily difference between the €STR Reference Rate and the EDFR for each of the 30 TARGET Business Days immediately preceding the date on which the €STR Index Cessation Event occurs (the **“EDFR Spread”**); provided further that, if both an ECB Recommended Rate Index Cessation Event and an ECB Recommended Rate Index Cessation Effective Date subsequently occur, then the rate for each TARGET Business Day in the relevant Observation Period occurring on or after that ECB Recommended Rate Index Cessation Effective Date will be determined as if references to “€STR” were references to the EDFR on such TARGET Business Day plus the arithmetic mean of the daily difference between the ECB Recommended Rate and the EDFR for each of the 30 TARGET Business Days immediately preceding the date on which the ECB Recommended Rate Index Cessation Event occurs.

In the event that the Interest Rate cannot be determined in accordance with the foregoing provisions, (i) the Interest Rate shall be that determined at the last preceding Interest Determination Date or (ii) if there is no such preceding Interest Determination Date, the Interest Rate shall be determined as if references to €STR for each TARGET Business Day in the relevant Observation Period occurring on or after the €STR Index Cessation Effective Date were references to the latest published ECB Recommended Rate or, if the EDFR is published on a later date than the latest published ECB Recommended Rate, the latest published EDFR plus the EDFR Spread.

If a €STR Index Cessation Event occurs, the Issuer will promptly notify the Calculation Agent of such occurrence.

If the Instruments become due and payable in accordance with Condition 6, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Pricing Supplement, be deemed to be the date on which the Instruments became due and payable (with corresponding adjustments being deemed to be made to the Compounded Daily €STR formula) and the Interest Rate on the Instruments shall, for so long as any such Instruments remain outstanding, be the Interest Rate determined on such date.

#### 4C.05 Determination of Rate of Interest

The Rate of Interest for an Interest Period shall be determined on the Interest Determination Date(s) specified in the applicable Pricing Supplement. If no such date is set out, the Interest Determination Date shall be (i) the first day of such Interest Period if the Specified Currency is Pounds Sterling, (ii) the day falling two TARGET Business Days (as defined herein) prior to the first day of such Interest Period if the Specified Currency is euro, or (iii) the day falling on the second London Banking Day (as defined below) prior to the first day of the relevant Interest Period if the Specified Currency is not Pounds Sterling or euro (the “**Interest Determination Date**”).

For purposes of these Conditions “**Relevant Time**” means the time as of which any rate is to be determined as specified in the applicable Pricing Supplement or, if none is specified, the time at which it is customary to determine such rate.

#### 4C.06 Averaging

Where the applicable Pricing Supplement indicates Averaging is applicable, the Rate of Interest for each Interest Period (as defined in Condition 8C.04) shall be the Weighted Average determined by the Calculation Agent on the following basis:

“**Weighted Average**” shall mean  $D1/D2$ ;

“**D1**” shall mean the sum of the Reference Rates applicable for each Interest Determination Date (as set out in the applicable Pricing Supplement) in the relevant Interest Period, provided however that the Reference Rate applicable for any calendar day that is not a Relevant Banking Day (as specified in the applicable Pricing Supplement) shall be the rate applicable on the immediately preceding Relevant Banking Day; and

“**D2**” shall mean the number of calendar days in the Interest Period;

“**Interest Reset Date**” shall mean each Relevant Banking Day within each Interest Period up to and including the Interest Rate Cut Off Date; and

“**Interest Rate Cut Off Date**” shall mean two Relevant Banking Days prior to each Interest Payment Date or such other date as set out in the applicable Pricing Supplement.

“**Interest Determination Date**” shall mean one Relevant Banking Day prior to each Interest Reset Date or such other day as specified in the applicable Pricing Supplement.

For the avoidance of doubt, where the Reference Rate is the Federal Funds Rate, (i) the Reference Rate on an Interest Reset Date is the Federal Funds Rate that is published on that Interest Reset Date, and (ii) the Federal Funds Rate that is published on an Interest Reset Date is the rate for the corresponding Interest Determination Date (being a Relevant Banking Day prior to the Interest Reset Date).

#### 4D. ISDA Determination

4D.01 Where ISDA Determination is specified as being applicable in the applicable Pricing Supplement, the Rate of Interest for each Interest Period will be a rate that is equal to the Floating Rate that would be determined under an interest rate swap transaction with the Holder of such Instruments under the terms of an agreement (regardless of any event of default or termination event or tax event thereunder) in the form of the 2002 ISDA Master Agreement as published by the International Swaps and Derivatives Association, Inc., (as amended, supplemented and updated as at the Issue Date of the first Tranche of Instruments of

the relevant Series, or such other date as is specified in the applicable Pricing Supplement) and the ISDA Definitions as determined by the Calculation Agent and under which:

- the “Floating Rate Option” is as specified in the applicable Pricing Supplement;
- the “Reset Date” is either (i) if the applicable Floating Rate Option is LIBOR or EURIBOR for a currency, the first day of that Interest Period, or (ii) in any other case, as specified in the applicable Pricing Supplement;
- the Issuer is the “Floating Rate Payer”;
- the Fiscal Agent or such other person specified in the applicable Pricing Supplement is the “Calculation Agent”;
- the “Designated Maturity” is a period as specified in the applicable Pricing Supplement;
- the “Effective Date” was the Issue Date or such Interest Commencement Date as may be specified in the applicable Pricing Supplement;
- the Interest Period is the “Calculation Period”;
- the nominal amount of such Instrument was the “Calculation Amount”; and
- all other terms were as specified in the applicable Pricing Supplement.

4D.02 For purposes of this Condition 4D, “Floating Rate,” “Floating Rate Option,” “Designated Maturity,” “Reset Date” and “Swap Transaction” have the meanings given to those terms in the ISDA Definitions.

#### **4E. Linear Interpolation**

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

“**Designated Maturity**” means, in relation to Screen Rate Determination, the period of time designated in the Reference Rate.

#### **4F. Interest — Other Rates**

##### ***Variable Interest Instruments***

4F.01 Where Variable Interest Instruments is specified as applicable in the applicable Pricing Supplement, the Rate of Interest for each Interest Period shall be calculated by the Calculation Agent in accordance with the following formula, provided that the payments of interest shall never be less than the Minimum Rate of Interest:

Initial Rate (being a fixed rate of interest or floating rate of interest) plus or minus the Reference Rate (being a floating rate of interest)

where:

“**Initial Rate**” means the rate specified and for the periods indicated in the applicable Pricing Supplement being, in the case of a fixed rate, either a constant rate of interest or a rate of interest which steps up across a pre-determined margin ratchet and in the case of a floating rate, the Initial

Reference Rate specified in the applicable Pricing Supplement as displayed on the Initial Relevant Screen Page at the Initial Relevant Time in the Initial Relevant Location on the Initial Interest Determination Date.

**“Interest Determination Date”** shall mean the day specified in the applicable Pricing Supplement.

**“Reference Rate”** is the Reference Rate (defined by reference to the ISDA Definitions) specified in the applicable Pricing Supplement) as displayed on the Relevant Screen Page at the Relevant Time in the Relevant Location on the Interest Determination Date.

### ***Other Instruments***

4F.02 The Issuer may issue Instruments which bear interest at a rate or rates determined by reference to a formula and/or other variable as specified in the applicable Pricing Supplement. Such Instruments shall bear interest at the rate or rates calculated by the Calculation Agent on the basis specified in, and be payable in arrear in the amounts and manner determined in accordance with, the applicable Pricing Supplement.

### **4G. Interest — Supplemental Provisions**

4G.01 In relation to Floating Rate Instruments and Variable Interest Rate Instruments the Calculation Agent will, as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period. As soon as practicable after determining the Rate of Interest in relation to each Interest Period, the Calculation Agent will calculate the amount of interest (the **“Interest Amount”**) payable in respect of the Instruments for the relevant Interest Period by applying the Rate of Interest to:

- (i) in the case of Instruments which are represented by a Global Instrument, the aggregate outstanding nominal amount of the Instruments represented by such Global Instrument; or
- (ii) in the case of Definitive Instruments, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit (as defined in Condition 4G.06) 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 Definitive Instrument is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Instruments shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

### ***Margin, Maximum/Minimum Rates or Amounts of Interest***

4G.02 If any Margin is specified in the applicable Pricing Supplement (either (i) generally, or (ii) in relation to one or more Interest Periods), an adjustment shall be made to all Rates of Interest, in the case of (i), or the Rates of Interest for the specified Interest Periods in the case of (ii), calculated in accordance with Condition 4B above by adding (if a positive number) or subtracting (if a negative number) the absolute value of such Margin, subject always to the next paragraph.

4G.03 If the applicable Pricing Supplement specifies a Minimum Rate of Interest or a Minimum Interest Amount for any Interest Period and in the event that the Rate of Interest or Interest Amount in respect of such Interest Period determined in accordance with the above provisions is less than such Minimum Rate of Interest or Minimum Interest Amount, as applicable, then (unless stated otherwise in the applicable Pricing Supplement) the Rate of Interest or Interest Amount for such Interest Period shall be such Minimum Rate of Interest or Minimum Interest Amount, as applicable.

If the applicable Pricing Supplement specifies a Maximum Rate of Interest or a Maximum Interest Amount for any Interest Period and in the event that the Rate of Interest or Interest Amount in respect of such Interest Period determined in accordance with the above provisions is greater than such Maximum Rate of Interest or Maximum Interest Amount, as applicable, then (unless stated otherwise in the applicable Pricing Supplement) the Rate of Interest or Interest Amount for such Interest Period shall be such Maximum Rate of Interest or Maximum Interest Amount, as applicable.

For greater certainty, "Rate of Interest" in this Condition 4 means the Rate of Interest after adjustment for the applicable Margin.

#### ***Payment in a currency other than the Specified Currency***

4G.04 If so specified in the applicable Pricing Supplement, payment of interest will be made in the Currency of Payment specified in the applicable Pricing Supplement. The amount of interest payable in the Currency of Payment shall be calculated in accordance with Condition 8D or as otherwise set out in the applicable Pricing Supplement.

#### ***Calculations and Rounding***

4G.05 For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (i) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (ii) all figures shall be rounded to the fifth decimal place (with 0.000005 being rounded up) and (iii) all currency amounts that fall due and payable shall be rounded to the nearest sub-unit of the relevant Specified Currency (with halves being rounded up or otherwise in accordance with applicable market convention).

4G.06 For these purposes "sub-unit" means with respect to any currency other than the 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 0.01 euro.

#### ***Business Day Conventions***

4G.07 If a Business Day Convention is specified in the applicable Pricing Supplement as being applicable to Interest Payment Dates or other dates and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date or such other date should occur or (y) if any Interest Payment Date or such other date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (i) **"Floating Rate Convention"**, each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Pricing Supplement as the Specified Period after the calendar month in which the preceding such date occurred provided, however, that:
  - (A) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
  - (B) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and
  - (C) if the preceding such 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 number of months specified in the applicable Pricing Supplement as the Specified Period after the calendar month in which the preceding such date occurred; or
- (ii) the **"Following Business Day Convention"**, and if any Interest Payment Date (or other applicable date) would otherwise fall on a day which is not a Business Day, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (iii) the **"Modified Following Business Day Convention"**, and if any Interest Payment Date (or other applicable date) would otherwise fall on a day which is not a Business Day such Interest Payment Date (or other applicable date) shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date (or other applicable date) shall be the immediately preceding Business Day; or

- (iv) the “**Preceding Business Day Convention**”, and if any Interest Payment Date (or other applicable date) would otherwise fall on a day which is not a Business Day such Interest Payment Date (or other applicable date) shall be the immediately preceding Business Day.

In relation to any date which is specified as being subject to adjustment in accordance with a Business Day Convention, the applicable Pricing Supplement will indicate if such date is: (a) not adjusted; (b) is adjusted for payment purposes only in accordance with such Business Day Convention; or (c) is adjusted for calculation of interest and for payment purposes in accordance with such Business Day Convention.

#### ***Notification of Rates of Interest, Interest Amounts and Interest Payments Dates***

4G.08 The Calculation Agent will cause each Rate of Interest, Interest Payment Date, final day of a Calculation Period, Interest Amount for each Interest Period, or any other item determined or calculated by it to be notified to the Issuer and the Paying Agents and, in the case of Registered Instruments, the Registrar (from whose respective specified offices such information will be available) and published in accordance with Condition 14 as soon as practicable after such determination or calculations but in any event not later than the fourth Business Day thereafter and in the case of Instruments listed on the Euro MTF Market of the Luxembourg Stock Exchange, cause all such determinations or calculations to be notified to the Luxembourg Stock Exchange by the time required by such stock exchange provided that the requirements of such stock exchange(s) are complied with. The Calculation Agent will be entitled to amend any Interest Amount, Interest Payment Date or final day of a Calculation Period (or to make appropriate alternative arrangements by way of adjustment) without notice in the event of the extension or abbreviation of the relevant Interest Period or Calculation Period and such amendment will be notified in accordance with the first two sentences of this Condition 4G.08.

4G.09 The determination by the Calculation Agent of all items falling to be determined by it pursuant to these Conditions shall, in the absence of manifest error, be final and binding on all parties. As used herein, the “**Calculation Agent**” means the Fiscal Agent or such other agent as may be specified in the applicable Pricing Supplement.

#### ***Accrual of Interest***

4G.10 Interest shall accrue on the outstanding principal amount of each Instrument or otherwise as indicated in the applicable Pricing Supplement. Interest will cease to accrue as from the due date for redemption therefor unless upon due presentation or surrender thereof (except in the case of any payment where presentation and/or surrender of the relevant Instrument is not required as a precondition of payment), payment in full is improperly withheld or refused or default is otherwise made in the payment thereof in which case interest shall continue to accrue thereon (as well after as before any demand or judgement) at the rate then applicable or such other rate as may be specified in the applicable Pricing Supplement. Interest shall accrue until the date on which, upon due presentation of the relevant Instrument (except in the case of any payment where presentation and/or surrender of the relevant Instrument is not required as a precondition of payment), the relevant payment is made or, if earlier, the seventh day after the date on which, the Fiscal Agent or, as the case may be, the Registrar having received the funds required to make such payment, notice is given to the Holders of the Instruments in accordance with Condition 14 of that circumstance (except to the extent that there is failure in the subsequent payment thereof to the relevant Holder).

#### ***Interest Act (Canada) Disclosure***

4G.11 For the purposes of disclosure pursuant to the *Interest Act* (Canada) and not for any other purpose, where in any Instrument a rate of interest is to be calculated on the basis of a period other than a calendar year, the annual rate of interest to which such rate of interest as determined by such calculation is equivalent is such rate as so calculated multiplied by a fraction, the numerator of which is the actual number of days in the particular calendar year in respect of which the calculation is made, and the denominator of which is the number of days used in the calculation.

#### **4H. Interest – Day Count Fractions**

“**Day Count Fraction**” means, in respect of the calculation of an amount of interest for any Interest Period or other relevant period of time (the “**Calculation Period**”) such day count fraction as may be specified in these Conditions or the applicable Pricing Supplement and;

- (i) if “**Actual/Actual (ICMA)**” is specified in the applicable Pricing Supplement, means:



- (A) where the Calculation Period is equal to or shorter than the Regular Period (as defined below) during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods normally ending in any year; and
- (B) where the Calculation Period is longer than one Regular Period, the sum of:
  - (x) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
  - (y) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods normally ending in any year.

**“Regular Period”**

- (A) in the case of Instruments where interest is scheduled to be paid only by means of regular payments, each period from and including the Issue Date or Interest Commencement Date (as specified in the applicable Pricing Supplement) to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;
  - (B) in the case of Instruments where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date where **“Regular Date”** means the day and month (but not the year) on which any Interest Payment Date falls; and
  - (C) in the case of Instruments where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **“Regular Date”** means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period.
- (ii) if **“Actual/Actual”** or **“Actual/Actual (ISDA)”** is specified in the applicable Pricing Supplement, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (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);
  - (iii) if **“Actual/365 (Fixed)”** is specified in the applicable Pricing Supplement, means the actual number of days in the Calculation Period divided by 365;
  - (iv) if **“Actual/360”** is specified in the applicable Pricing Supplement, means the actual number of days in the Calculation Period divided by 360;
  - (v) if **“Actual/365 Sterling”** is specified in the applicable Pricing Supplement, means the actual number of days in the Calculation Period divided by 365, or in the case of an Interest Payment Date falling in a leap year, 366;
  - (vi) if **“30/360”** is specified in the applicable Pricing Supplement, 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 D1 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 D1 is greater than 29, in which case D2 will be 30;

- (vii) if “**30E/360**” or “**Eurobond Basis**” is specified in the applicable Pricing Supplement, 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 D1 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 D2 will be 30;

- (viii) if “**30E/360 (ISDA)**” is specified in the applicable Pricing Supplement, 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 (i) that day is the last day of February or (ii) such number would be 31, in which case D1 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 (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D1 will be 30;

- (ix) if “**RBNZ Bond Basis**” or “**New Zealand Government Bond Basis**” is specified in the applicable Pricing Supplement, means for amounts paid and/or calculated in respect of Interest Payment Dates, one divided by the number of Interest Payment Dates in a year and for amounts paid and/or calculated in respect of dates other than Interest Payment Dates, Actual/Actual (ICMA); or
- (x) such other basis as is specified in the applicable Pricing Supplement (including, without limitation, if the Interest Payment Dates do not fall at regular intervals between the Issue Date and the Maturity Date).

#### **4I. Benchmark Discontinuation**

Notwithstanding the provisions in Condition 4C above, if the Issuer (upon notification from the Calculation Agent where appropriate) determines that a Benchmark Event has occurred in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to that Original Reference Rate, then the following provisions of this Condition 4I shall apply.

##### (i) *Definitions*

In this Condition 4I:

“**Adjustment Spread**” means either a spread (which spread may be positive, negative or zero), or the formula or methodology for calculating a spread, in either case, which the Issuer, following consultation with the Independent Adviser (if any) and acting in good faith, determines is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Holders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be);

“**Alternative Rate**” means an alternative benchmark or screen rate which the Issuer determines in accordance with this Condition 4I is used in place of the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for a commensurate interest period and in the same Specified Currency as the Instruments;

“**Benchmark Event**” means:

- (A) the Original Reference Rate ceasing to be published for a period of at least five Business Days or ceasing to exist;
- (B) the later of (i) the making of a public statement by the administrator of the Original Reference Rate that it will, by a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (ii) the date falling six months prior to such specified date;
- (C) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been permanently or indefinitely discontinued or is prohibited from being used or that its use is subject to restrictions or adverse consequences or, where such discontinuation, prohibition, restrictions or adverse consequences are to apply from a specified date after the making of any public statement to such effect, the later of the date of the making of such public statement and the date falling six months prior to such specified date;
- (D) it has or will prior to the next Interest Determination Date become unlawful for the Fiscal Agent, any Calculation Agent, any Paying Agent or the Issuer to determine any Rate of Interest and/or calculate any Interest Amount using the Original Reference Rate (including, without limitation, under the Benchmarks Regulation (EU) No. 2016/1011, if applicable); or
- (E) an official announcement by the supervisor of the administrator of the Original Reference Rate, that the Original Reference Rate is no longer representative of its underlying relevant markets;

**“Independent Adviser”** means an independent financial institution of international repute or other independent adviser of recognised standing with appropriate expertise appointed by the Issuer at its own expense;

**“Original Reference Rate”** means the benchmark or screen rate (as applicable) originally specified in the applicable Pricing Supplement for the purposes of determining the relevant Rate of Interest (or any component part(s) thereof) in respect of the Instruments;

**“Relevant Nominating Body”** means, in respect of a benchmark or screen rate (as applicable):

- (A) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (ii) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (iii) a group of the aforementioned central banks or other supervisory authorities, or (iv) the Financial Stability Board or any part thereof; and

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

(ii) *Independent Adviser*

If the Issuer determines a Benchmark Event has occurred in relation to an Original Reference Rate when any Rate of Interest (or any component part(s) thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use its reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, with a view to determining a Successor Rate, failing which an Alternative Rate (in accordance with Condition 4I(iii)) and, in either case, an Adjustment Spread (in accordance with Condition 4I(iv), and which may be positive, negative or zero) and any Benchmark Amendments (in accordance with Condition 4I(v)).

An Independent Adviser appointed pursuant to this Condition 4I shall act in good faith as an expert, in a commercially reasonable manner and (in the absence of bad faith or fraud) shall have no liability whatsoever to the Issuer or the Holders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer pursuant to this Condition 4I.

If the Issuer is unable to appoint an Independent Adviser or is unable to make the determinations set out in this Condition 4I in consultation with an Independent Adviser, the Issuer, acting in good faith and in a commercially reasonable manner, may make such determinations itself in accordance with the provisions of this Condition 4I and taking into account any relevant and applicable market precedents as well as any published guidance from relevant associations involved in the establishment of market standards and/or protocols in the international debt capital markets, and subject always to any Minimum Rate of Interest and/or Maximum Rate of Interest specified in the applicable Pricing Supplement.

In making any determination pursuant to this Condition 4I, the Issuer shall act in good faith and in a commercially reasonable manner and, in the absence of bad faith or fraud, the Issuer shall have no liability whatsoever to the Holders for any such determination made by it.

No Independent Adviser appointed in connection with the Instruments (acting in such capacity), shall have any relationship of agency or trust with the Holders.

(iii) *Successor Rate or Alternative Rate*

If there is a Successor Rate, then the Fiscal Agent (or such other Calculation Agent specified in the applicable Pricing Supplement) shall promptly notify the Issuer and, in accordance with Condition 14, the Issuer shall notify the Holders of such Successor Rate and that Successor Rate shall (subject to adjustment as provided in Condition 4I(iv)) subsequently be used by the Fiscal Agent (or such other Calculation Agent specified in the applicable Pricing Supplement) in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Instruments (subject to the further operation of this Condition 4I).

If there is no Successor Rate but the Issuer, acting in good faith, in a commercially reasonable manner and by reference to such sources as it deems appropriate, which may include consultation with an Independent Adviser, determines that there is an Alternative Rate, then the Issuer shall promptly notify the Fiscal Agent (or such other Calculation Agent specified in the applicable Pricing Supplement) and, in accordance with Condition 14, the Holders of such Alternative Rate and that Alternative Rate shall (subject to adjustment as provided in Condition 4I(iv)) subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Instruments (subject to the further operation of this Condition 4I).

(iv) *Adjustment Spread*

If, in the case of a Successor Rate, an Adjustment Spread is formally recommended, or formally provided as an option by any Relevant Nominating Body to adopt, in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body, then the Fiscal Agent (or such other Calculation Agent specified in the applicable Pricing Supplement) shall promptly notify the Issuer and, in accordance with Condition 14, the Issuer shall notify the Holders of such Adjustment Spread and the Fiscal Agent (or such other Calculation Agent specified in the applicable Pricing Supplement) shall apply such Adjustment Spread to the Successor Rate for each subsequent determination of a relevant Rate of Interest (or a component part thereof) by reference to such Successor Rate.

If, in the case of a Successor Rate where no such Adjustment Spread is formally recommended or formally provided as an option by any Relevant Nominating Body to adopt, or in the case of an Alternative Rate, the Issuer, acting in good faith, in a commercially reasonable manner and by reference to such sources as it deems appropriate, which may include consultation with an Independent Adviser, determines that there is an Adjustment Spread in customary market usage in the international debt capital markets for transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be), then the Issuer shall promptly notify the Fiscal Agent (or such other Calculation Agent specified in the applicable Pricing Supplement) and, in accordance with Condition 14, the Holders of such Adjustment Spread and the Fiscal Agent (or such other Calculation Agent specified in the applicable Pricing Supplement) shall apply such Adjustment Spread to the Successor Rate and the Alternative Rate (as the case may be) for each subsequent determination of a relevant Rate of Interest (or any component part(s) thereof) by reference to such Successor Rate or Alternative Rate (as applicable).

If no such recommendation or option has been made (or made available) by any Relevant Nominating Body, or the Issuer so determines that there is no such Adjustment Spread in customary market usage in the international debt capital markets and the Issuer further determines, acting in good faith, in a commercially reasonable manner and following consultation with an Independent Adviser (if any), that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be), then the Adjustment Spread shall be:

- (A) the Adjustment Spread determined by the Issuer, acting in good faith, in a commercially reasonable manner, and following consultation with an Independent Adviser (if any), as being the Adjustment Spread recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or
- (B) if there is no such industry standard recognised or acknowledged, such Adjustment Spread as the Issuer, acting in good faith, in a commercially reasonable manner and following consultation with an Independent Adviser (if any), determines to be appropriate.

Following any such determination of the Adjustment Spread, the Issuer shall promptly notify the Fiscal Agent (or such other Calculation Agent specified in the applicable Pricing Supplement) and, in accordance with Condition 14, the Holders of such Adjustment Spread and the Fiscal Agent (or such other Calculation Agent specified in the applicable Pricing Supplement) shall apply such Adjustment Spread to the Successor Rate or the Alternative Rate (as the case may be) for each subsequent determination of a relevant Rate of Interest (or any component part(s) thereof) by reference to such Successor Rate or Alternative Rate (as applicable).

(v) *Benchmark Amendments*

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 4I and the Issuer, acting in good faith, in a commercially reasonable manner and by reference to such sources as it deems appropriate, which may include consultation with an Independent Adviser,

determines in its discretion (A) that amendments to these Conditions are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the “**Benchmark Amendments**”) and (B) the terms of the Benchmark Amendments, then the Issuer shall, subject to the Issuer having to give notice thereof to the Holders in accordance with Condition 14, without any requirement for the consent or approval of Holders, modify these Conditions and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

No consent of Holders shall be required in connection with effecting the relevant Successor Rate or Alternative Rate (as may be applicable), any Adjustment Spread and/or any Benchmark Amendments, or varying these Conditions and/or the Agency Agreement to give effect to such changes pursuant to this Condition 4I, including the execution of any documents necessary or the taking of any steps by the Issuer or any parties to any relevant documents (if required).

In connection with any such modifications in accordance with this Condition 4I(v), the Issuer shall comply with the rules of any stock exchange on which the Instruments are for the time being listed or admitted to trading.

Any Benchmark Amendments determined under this Condition 4I(v) shall be notified promptly by the Issuer to the Fiscal Agent (or such other Calculation Agent specified in the applicable Pricing Supplement) and, in accordance with Condition 14, the Holders. Such notice shall be irrevocable and shall specify the effective date of such Benchmark Amendments.

(vi) *Survival of Original Reference Rate Provisions*

Without prejudice to the obligations of the Issuer under this Condition 4I, the Original Reference Rate and the fallback provisions provided for in Conditions 4C and the applicable Pricing Supplement will continue to apply unless and until the Fiscal Agent (or such other Calculation Agent specified in the applicable Pricing Supplement) has been notified of the Successor Rate or the Alternative Rate (as the case may be), and any Adjustment Spread and Benchmark Amendments, in accordance with the relevant provisions of this Condition 4I. For the avoidance of doubt, this subparagraph 4I(vi) shall apply to the determination of the Interest Rate on the relevant Interest Determination Date only, and the Rate of Interest applicable to any subsequent Interest Period(s) is subject to the operation of, and to adjustment as provided in, this Condition 4I.

## **5. Redemption and Purchase**

### ***Redemption at Maturity***

5.01 Unless previously redeemed, or purchased and cancelled, each Instrument shall be redeemed at its Final Redemption Amount specified in, or calculated in the manner specified in, the applicable Pricing Supplement on the Maturity Date.

### ***Early Redemption for Taxation Reasons***

5.02 If, in relation to any Series of Instruments and as a result of any change in or amendment to applicable law (which change or amendment becomes effective on or after the date of issue of the first Tranche of Instruments of the Series), the Issuer determines that it would, on the occasion of the next payment in respect of such Instruments, be required to pay additional amounts in accordance with Condition 7, then the Issuer may (but shall not, unless it has given the appropriate notice, be obliged to), upon the expiry of the appropriate notice period, redeem all (but not some only) of the Instruments comprising the relevant Series at their Final Redemption Amount (or at such Early Redemption Amount as may be specified in, or calculated in the manner specified in, the applicable Pricing Supplement), together with accrued interest (if any) thereon.

### ***Issuer’s Optional Early Redemption (“Call Option”)***

5.03 If Call Option is specified in the applicable Pricing Supplement as being applicable, then the Issuer may, upon the expiry of the appropriate notice period, redeem all or part only of the Instruments of the relevant Series then outstanding at their Optional Redemption Amount on such Optional Redemption Date(s) as specified in or determined in accordance with the applicable Pricing Supplement, together with accrued interest (if any) thereon to but excluding the Optional Redemption Date(s). Any redemption of part only of the Instruments must be of a principal amount not less than the Minimum Redemption Amount

and/or not more than the Maximum Redemption Amount, both as indicated in the applicable Pricing Supplement.

### ***The Appropriate Notice***

5.04 The appropriate notice referred to in Conditions 5.02 and 5.03 is a notice given by the Issuer to the Fiscal Agent, Euroclear and/or Clearstream, Luxembourg (in the case of Bearer Instruments), the Registrar (in the case of Registered Instruments) and the Holders of the Instruments of the relevant Series, which notice shall be signed by one duly authorised officer of the Issuer and shall specify:

- the Series of Instruments subject to redemption;
- whether such Series is to be redeemed in whole or in part only and, if in part only, Minimum Redemption Amount or Maximum Redemption Amount of the Instruments of the relevant Series which are to be redeemed;
- the Optional Redemption Date(s), which shall be a Business Day (as defined in Section 8C.04) which is not more than sixty days and not less than thirty days (or such other or lesser Notice Period as may be specified in the applicable Pricing Supplement, provided however that such Notice Period will not be less than five Business Days) after the date on which such notice is validly given and which is (in the case of Instruments which bear interest at a floating rate) a date upon which interest is payable; and
- the Optional Redemption Amount at which such Instruments are to be redeemed.

Any such notice shall be irrevocable, and the delivery thereof shall oblige the Issuer to make the redemption therein specified.

### ***Partial Redemption***

5.05 If the Instruments of a Series are to be redeemed in part only on any Optional Redemption Date in accordance with Condition 5.03:

- in the case of Bearer Instruments, (i) the Definitive Instruments to be redeemed shall be individually drawn by lot in such European city as the Fiscal Agent may specify, or identified in such other manner or in such other place as the Fiscal Agent may approve and deem appropriate and fair or (ii) in the case of Global Instruments to be redeemed, shall be selected in accordance with the rules of Euroclear and Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion), subject in each case always to compliance with all applicable laws and the requirements of any stock exchange or other relevant authority on which the relevant Instruments may be listed; and
- in the case of Registered Instruments, the Registered Instruments shall be redeemed (so far as may be practicable) pro rata to their Nominal Amounts, subject always to compliance with all applicable laws and the requirements of any stock exchange or other relevant authority on which the relevant Instruments may be listed and provided always that the amount redeemed in respect of each Instrument shall be equal to the minimum Specified Denomination thereof or an integral multiple thereof (or, if specified in the applicable Pricing Supplement, an integral amount in excess of the minimum Specified Denomination).

So long as the Instruments are listed on the Luxembourg Stock Exchange and the rules of that stock exchange so require, the Issuer shall, on a partial redemption of the Instruments, promptly cause to be published in a daily newspaper of general circulation in Luxembourg (which is expected to be the Luxemburger Wort) or on the Luxembourg Stock Exchange's website ([www.bourse.lu](http://www.bourse.lu)) a notice specifying the aggregate Nominal Amount of Instruments outstanding and a list of the Instruments drawn for redemption but not surrendered.

### ***Optional Early Redemption ("Put Option")***

5.06 If Investor Put is specified in the applicable Pricing Supplement as being applicable, then the Issuer shall, upon the exercise of the relevant option by the Holder of any Instrument of the relevant Series, redeem all (and not part) of such Instrument on the Optional Redemption Date (or the next of the



Optional Redemption Dates specified in the applicable Pricing Supplement) at its Optional Redemption Amount specified in, or determined in accordance with, the applicable Pricing Supplement, together with accrued interest (if any) thereon to but excluding the applicable Optional Redemption Date. In order to exercise such option, the Holder must, not less than forty-five days before the date so specified (or such other Notice Period as may be specified in the applicable Pricing Supplement, provided however that such Notice Period will not be less than fifteen Business Days), deposit the relevant Instrument (together, in the case of an interest-bearing Definitive Instrument, with each unmatured Coupon appertaining thereto) with, in the case of a Bearer Instrument, any Paying Agent or, in the case of a Registered Instrument, the Registrar together with a duly completed redemption notice (the "**Put Notice**") in the form which is available from the specified office of any of the Paying Agents or, as the case may be, the Registrar. Instruments represented by a Global Instrument or Global Note shall be deemed to be deposited with the Paying Agent or Registrar at the time the Put Notice in respect of such Instruments is received by the Paying Agent or Registrar.

Any Put Notice given by a Holder of any Instrument pursuant to this paragraph shall be irrevocable except where prior to the due date of redemption an Event of Default (as defined in Condition 6) shall have occurred and be continuing in which event such Holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this paragraph and instead to declare such Instrument forthwith due and payable pursuant to Condition 6.

### ***Purchase of Instruments***

5.07 The Issuer may at any time purchase Instruments in the open market or otherwise and at any price provided that, in the case of interest-bearing Definitive Instruments, each unmatured Coupon appertaining thereto is purchased therewith.

### ***Cancellation of Redeemed and Purchased Instruments***

5.08 All unmatured Instruments purchased in accordance with this Condition 5 and, in the case of interest-bearing Definitive Instruments, any unmatured Coupons attached thereto or surrendered or purchased therewith may, at the option of the Issuer, be cancelled. Instruments which are purchased by the Issuer and not cancelled may be held or resold by the Issuer without limitation.

5.09 All Instruments redeemed as aforesaid will be cancelled forthwith and any Instruments purchased by the Issuer as aforesaid may, at the option of the Issuer, be cancelled. Any Instruments to be cancelled shall be cancelled together with all unmatured Coupons attached thereto or surrendered or purchased therewith, and may not be resold or reissued.

### ***Early Redemption***

5.10 For the purpose of Condition 5.02 above and Condition 6, each Instrument will be redeemed at the Early Redemption Amount, which:

- (i) unless otherwise specified in the applicable Pricing Supplement, in the case of a Zero Coupon Instrument, is an amount (the "**Amortised Face Amount**") equal to the product of:
  - (A) the Reference Price, as set out in the applicable Pricing Supplement; and
  - (B) the sum of one (1) and the Accrual Yield, raised to the power of  $x$ , where " $x$ " is a fraction the numerator of which is equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Instruments to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Instrument becomes due and repayable and the denominator of which is 360; and
- (ii) in respect of any Instrument (other than a Zero Coupon Instrument), shall be the Final Redemption Amount or such other amount as specified in or determined in accordance with the applicable Pricing Supplement.

### ***Late Payment on Zero Coupon Instruments***

5.11 If the amount payable in respect of any Zero Coupon Instrument becomes due and payable prior to its Maturity Date and such payment is improperly withheld or refused, the amount due and repayable in



respect of such Zero Coupon Instrument shall be the amount calculated as provided in Condition 5.10(i) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Instrument becomes due and payable were replaced by references to the date which is the earlier of:

- (i) the date on which all amounts due in respect of such Zero Coupon Instrument have been paid; and
- (ii) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Instrument has been received by the Fiscal Agent and notice to that effect has been given to the Holders of the Instruments in accordance with Condition 14.

## 6. Events of Default

6.01 Unless otherwise specified in the applicable Pricing Supplement, the following events or circumstances (each an “**Event of Default**”) shall be events of default in relation to the Instruments of any Series, namely:

- (i) default by the Issuer in the payment of any amount payable (whether in respect of principal, redemption amount, interest or otherwise) in respect of any Instrument, when and as the same shall become due and payable, if such default shall not have been cured within fourteen days after written notice of such default, given by the Holder of such Instrument (who shall also send at the same time a copy of such notice to the Fiscal Agent), shall have been received by the Issuer; or
- (ii) the Issuer shall fail duly to perform or observe any other term, undertaking or agreement contained in any of such Instruments for a period of thirty days after the date on which written notice of such failure, requiring the Issuer to remedy the same, shall first have been given to the Issuer by the Holder of any such Instrument.

6.02 If any Event of Default shall occur in relation to any Series of Instruments, any Holder of an Instrument of the relevant Series may, by written notice to the Issuer, at the specified office of the Fiscal Agent, declare that such Instrument and (if the Instrument is interest-bearing) all interest then accrued on such Instrument shall be forthwith due and payable, whereupon the same shall become immediately due and payable at its Early Redemption Amount, together with all interest (if any) accrued thereon without presentment, demand, protest or other notice of any kind, all of which the Issuer will expressly waive, anything contained in such Instruments to the contrary notwithstanding, unless, prior thereto, all Events of Default in respect of the Instruments of the relevant Series shall have been cured.

## 7. Taxation

7.01 All amounts payable (whether in respect of principal, redemption amount, interest or otherwise) in respect of the Instruments and Coupons by the Issuer will be made without withholding or deduction for or on account of any present or future taxes, duties, assessments or charges of whatever nature imposed or levied by or on behalf of the government of Canada or any province, territory or political subdivision thereof or any authority or agency therein or thereof having power to tax, unless such taxes, duties, assessments or charges are required by law or by the administration or official interpretation thereof to be withheld or deducted. In that event, the Issuer will pay such additional amounts as may be necessary in order that the net amounts receivable by the Holder of any Instrument or Coupon after such withholding or deduction shall equal the respective amounts which would have been receivable in respect of the Instruments or Coupon, as the case may be, in the absence of such withholding or deduction, except that no such additional amounts shall be payable in respect of payment in respect of any Instrument or Coupon:

- (i) to, or to a third party on behalf of, a Holder of an Instrument or Coupon who is liable to such taxes, duties, assessments or charges in respect of such Instrument or Coupon by reason of his (or any other person having a beneficial interest in the Instrument or Coupon) having some connection with Canada other than the mere holding or ownership as a non-resident of Canada of such Instrument or Coupon; or
- (ii) presented for payment more than thirty days after the Relevant Date (as defined in Condition 7.02), except to the extent that the relevant Holder would have been entitled to such additional amounts on presenting the same for payment on the expiry of such period of thirty days; or
- (iii) where such withholding or deduction is imposed pursuant to Sections 1471 through 1474 of the Internal Revenue Code of 1986 (the “**Code**”), any current or future regulations or official

interpretations thereof, any agreements entered pursuant to Section 1471(b) of the Code and any intergovernmental agreements (and related legislation or official administrative guidance) implementing the foregoing.

7.02 For the purposes of these Conditions, the “**Relevant Date**” means, in respect of any payment, the date on which such payment first becomes due and payable, but if the full amount of the moneys payable has not been received by the Fiscal Agent or, as the case may be, the Registrar on or prior to such due date, it means the first date on which the full amount of such moneys having been so received and being available for payment to Holders of Instruments and of Coupons, notice to that effect shall have been duly given to the Holders of the Instruments of the relevant Series in accordance with Condition 14.

7.03 For the purposes of these Conditions, references to (i) “principal” shall be deemed to include any premium payable in respect of the Instruments, the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount, Amortised Face Amount and all other amounts in the nature of principal payable pursuant to Condition 5 or any amendment or supplement to it, (ii) “interest” shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 4 or any amendment or supplement to it and (iii) “principal” and/or “interest” shall be deemed to include any additional amounts that may be payable under this Condition 7.

## **8 Payments**

### **8A. Payments — Bearer Instruments**

8A.01 This Condition 8A is applicable in relation to Instruments specified in the applicable Pricing Supplement as being Bearer Instruments.

8A.02 Payments of amounts (other than interest) due in respect of Bearer Instruments will be made against presentation and surrender (or in the case of a partial payment, endorsement) of the relevant Bearer Instruments at the specified office of any of the Paying Agents.

8A.03 If any payment of interest is due in respect of Bearer Instruments while such Instruments are represented by a Temporary Global Instrument, the interest payment will be made only to the extent that certification as to the beneficial ownership thereof as required by U.S. Treasury regulations (in such form as is customarily issued in such circumstances by the relevant clearing systems) has been received by Euroclear or Clearstream, Luxembourg or any other relevant clearing system. Payments of principal or interest (if any) on a Permanent Global Instrument will be made through Euroclear and Clearstream, Luxembourg or any other relevant clearing system without any requirement for certification.

8A.04 Payment of amounts in respect of interest on Bearer Instruments will be made:

- (i) in the case of a Temporary Global Instrument or Permanent Global Instrument, against presentation of the relevant Temporary Global Instrument or Permanent Global Instrument at the specified office of any of the Paying Agents outside the United States and (unless otherwise specified in the applicable Pricing Supplement), in the case of a Temporary Global Instrument, upon due certification as required therein;
- (ii) in the case of Definitive Instruments without Coupons attached thereto at the time of their initial delivery, against presentation of the relevant Definitive Instruments at the specified office of any of the Paying Agents outside the United States; and
- (iii) in the case of Definitive Instruments delivered with Coupons attached thereto at the time of their initial delivery, against surrender of the relevant Coupons or, in the case of interest due otherwise than on a scheduled date for the payment of interest, against presentation of the relevant Definitive Instruments, in either case at the specified office of any of the Paying Agents outside the United States.

8A.05 Each Definitive Instrument initially delivered with Coupons attached thereto should be presented and surrendered for final redemption together with all unmatured Coupons appertaining thereto, failing which:

- (i) in the case of Definitive Instruments which bear interest at a fixed rate or rates, the amount of any missing unmatured Coupons (or, in the case of payment not being made in full, that proportion of the amount of such missing Coupons which the redemption amount so paid bears to the total redemption amount due) will be deducted from the final redemption amount, the amount so

deducted being payable against surrender of the relevant Coupon at the specified office of any of the Paying Agents at any time within two (2) years of the Relevant Date applicable to payment of such final redemption amount; and

- (ii) in the case of Definitive Instruments which bear interest at, or at a Margin above or below, a floating rate, all unmatured Coupons relating to such Definitive Instruments (whether or not surrendered therewith) shall become void and no payment shall be made thereafter in respect of them.

The provisions of paragraph (i) of this Condition 8A.05 notwithstanding, if any Definitive Instruments which bear interest at a fixed rate or rates should be issued with a Maturity Date and a fixed rate or fixed rates such that, on the presentation for payment of any such Definitive Instrument without any unmatured Coupons attached thereto or surrendered therewith, the amount required by paragraph (i) to be deducted would be greater than the amount otherwise due for payment, then, upon the due date for redemption of any such Definitive Instrument, such unmatured Coupons (whether or not attached) shall become void (and no payment shall be made in respect thereof) as shall be required so that, upon application of the provisions of paragraph (i) in respect of such Coupons as have not so become void, the amount required by paragraph (i) to be deducted would not be greater than the amount otherwise due for payment. Where the application of the foregoing sentence requires some but not all of the unmatured Coupons relating to a Definitive Instrument to become void, the relevant Paying Agent shall determine which unmatured Coupons are to become void, and shall select for such purpose Coupons maturing on later dates in preference to Coupons maturing on earlier dates.

8A.06 For the purposes of these Conditions, the “**United States**” means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

## **8B. Payments — Registered Instruments**

8B.01 This Condition 8B is applicable in relation to Instruments specified in the applicable Pricing Supplement as being Registered Instruments.

8B.02 Payment of amounts (whether in respect of principal, redemption amount, interest or otherwise and including accrued interest) due in respect of Registered Instruments on the final redemption of Registered Instruments will be made against presentation and, save in the case of partial payment of the amount due upon final redemption by reason of insufficiency of funds, surrender of the relevant Registered Instruments at the specified office of the Registrar.

8B.03 Payment of amounts (whether principal, redemption amount or interest or otherwise and including accrued interest) due (other than in respect of the final redemption of Registered Instruments) in respect of Registered Instruments will be paid to the Holder thereof (or, in the case of joint Holders, the first-named) as appearing in the register kept by the Registrar:

- (i) in relation to Registered Instruments in global form:
  - (A) held in Euroclear and Clearstream, Luxembourg only, as at the close of business for Euroclear and Clearstream, Luxembourg on the first Banking Day (as defined in Condition 2.07) before the due date for payment thereof; or
  - (B) held in DTC and/or any other applicable clearing system, as at close of business (local time in the place of the specified office of the Registrar), on the fifteenth Banking Day (as defined in Condition 2.07) before the due date for payment thereof unless otherwise specified in the applicable Pricing Supplement; and
- (ii) in relation to Definitive Registered Instruments on the fifteenth Banking Day (as defined in Condition 2.07) before the due date for such payment;

(the “**Record Date**”).

8B.04 Notwithstanding the provisions of Condition 8C.02, payment of amounts (whether in respect of principal, redemption amount, interest or otherwise and including accrued interest) due (other than in respect of final redemption of Registered Instruments) in respect of Registered Instruments will be made by cheque and posted to the address (as recorded in the register held by the Registrar) of the Holder thereof (or, in the case of joint Holders, the first-named) on the Banking Day (as defined in Condition 2.07)

not later than the relevant date for payment unless prior to the relevant Record Date the Holder thereof (or, in the case of joint Holders, the first named) has applied to the Registrar and the Registrar has acknowledged such application for payment to be made to a designated account in the relevant currency.

### 8C. Payments — General Provisions

8C.01 Save as otherwise specified herein, this Condition 8C is applicable in relation to Instruments whether in bearer form or in registered form.

If the due date for payment of any amount due in respect of any Instrument is not a Payment Day, then the Holder thereof will not be entitled to payment thereof until the next following Payment Day in the relevant place and, thereafter will be entitled to receive payment by cheque or by transfer to a designated account on any day which is a Payment Day and a day on which commercial banks and foreign exchange markets settle payments in the Specified Currency in the place where the relevant designated account is located and no further payment on account of interest or otherwise shall be due in respect of such postponed payment unless there is a subsequent failure to pay in accordance with these Conditions in which event interest shall continue to accrue as provided in Condition 4G.10. For these purposes, “**Payment Day**” means any day which (subject to Condition 9) is:

- (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
  - (A) in the case of Definitive Instruments only, the relevant place of presentation;
  - (B) each Additional Financial Centre specified in the applicable Pricing Supplement; and
- (ii) either (A) in relation to any sum payable in a Specified Currency other than euro and Renminbi, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney or Auckland and Wellington, respectively) or (B) in relation to any sum payable in euro, a day on which the TARGET2 System is open or (C) in relation to any sum payable in Renminbi, a day (other than a Saturday, Sunday or public holiday) on which commercial banks in the relevant RMB Settlement Centre(s) are generally open for business and settlement of Renminbi payments in the relevant RMB Settlement Centre(s).

8C.02 Subject as provided below:

- (i) payments of amounts due (whether in respect of principal, redemption amount, interest or otherwise) in a Specified Currency other than euro and Renminbi will be made by credit or transfer to an account in the relevant Specified Currency 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 (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney or Auckland and Wellington, respectively);
- (ii) 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
- (iii) payments in Renminbi will be made by credit or transfer to an account denominated in Renminbi and maintained by the payee with a bank in the relevant RMB Settlement Centre(s) in accordance with applicable laws, rules and regulations and guidelines issued from time to time (including all applicable laws and regulations with respect to settlement in Renminbi in the relevant RMB Settlement Centre(s)).

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 7.

8C.03 Payments in respect of Instruments may be made in the Specified Currency or in such other currency or currencies as provided in the Conditions or as specified in the applicable Pricing Supplement. The unconditional and irrevocable payment in full by the Issuer to any Holder (including any Relevant Account Holder) shall discharge the Issuer from all corresponding portion of the relevant Instrument.

8C.04 For the purposes of these Conditions:

**“Business Day”** means a day which is both:

- (i) in relation to Instruments denominated or payable in euro, a TARGET Business Day; or
- (ii) in relation to any sum payable in Renminbi, a day (other than a Saturday, Sunday or public holiday) on which commercial banks and foreign exchange markets in the relevant RMB Settlement Centre(s) are open for general business and settlement of Renminbi payments in the relevant RMB Settlement Centre(s); or
- (iii) in relation to Instruments payable in any currency other than euro or Renminbi, a day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) and foreign exchange markets settle payments in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney or Auckland and Wellington, respectively); and
- (iv) a day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) and foreign exchange markets settle payments in any Additional Business Centre specified in the applicable Pricing Supplement;

**“Euro-zone”** means those Member States that are participating in the European Economic and Monetary Union whose lawful currency is the euro;

**“ISDA Definitions”** means the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. (as amended and updated as at the Issue Date of the first Tranche of Instruments of the relevant Series, or such other date as is specified in the applicable Pricing Supplement);

**“Interest Period”** means the period beginning on (and including) the Interest Commencement Date (or the Issue Date if no Interest Commencement Date is separately specified in the applicable Pricing Supplement) and ending on (but excluding) the first Interest Payment Date and each period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next Interest Payment Date;

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

**“New York Banking Day”** shall mean a day which is not a Saturday, a Sunday or a legal holiday or a day on which banking institutions in the City of New York are authorized or obligated by law or executive order to close;

**“RMB Settlement Centre(s)”** means the financial centre(s) specified as such in the applicable Pricing Supplement in accordance with applicable laws and regulations. If no RMB Settlement Centre is specified in the relevant Pricing Supplement, the RMB Settlement Centre shall be deemed to be Hong Kong;

**“TARGET2 System”** means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system or any successor thereto;

**“TARGET Business Day”** means any day on which the TARGET2 System is open for the settlement of payments in euro; and

references herein to **“United States Dollars”** **“USD”** or **“U.S.\$”** means the lawful currency of the United States of America; to **“euro”** or **“€”** means 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; **“Renminbi”** or **“RMB”** means the lawful currency of the People’s Republic of China **“(PRC)”**; to **“£”** or **“Pounds Sterling”** means the lawful currency of the United Kingdom; to **“Brazilian Real”** or **“BRL”** means the lawful currency of the Federative Republic of Brazil; and to **“Indian Rupee”** or **“INR”** means the lawful currency of the Republic of India.

8C.05 Unless otherwise specified in the applicable Pricing Supplement, if the Issuer is due to make a payment in a currency (the **“original currency”**) other than Renminbi or United States Dollars in respect of any Instrument or Coupon and the original currency is not available on the foreign exchange markets due to the imposition of exchange controls, the original currency’s replacement or disuse or other

circumstances beyond the Issuer's control, the Issuer will be entitled to satisfy its obligations in respect of such payment by making payment in United States Dollars on the basis of the spot exchange rate (the "**United States Dollar FX Rate**") at which the original currency is offered in exchange for United States Dollars in the London foreign exchange market (or, at the option of the Issuer or the Fiscal Agent (or other Calculation Agent as set out in the applicable Pricing Supplement), in the foreign exchange market of any other financial centre which is then open for business) at noon, London time, two Business Days prior to the date on which payment is due, or if the United States Dollar FX Rate is not available on that date, on the basis of a substitute exchange rate determined by the Issuer or by the Fiscal Agent (or other Calculation Agent as set out in the applicable Pricing Supplement) acting in its absolute discretion from such source(s) and at such time as it may select. For the avoidance of doubt, the United States Dollar FX Rate or substitute exchange rate as aforesaid may be such that the resulting United States Dollars amount is zero and in such event no amount of United States Dollars or the original currency will be payable. If United States Dollars are not available on the foreign exchange markets due to the imposition of exchange controls, the replacement or disuse of United States Dollars or other circumstances beyond the Issuer's control, the Issuer will be entitled to satisfy its obligations to make a payment in an original currency or United States Dollars by making payment in Canadian Dollars on the basis of the spot exchange rate (the "**Canadian Dollar FX Rate**") at which the original currency or United States Dollars is offered in exchange for Canadian Dollars in the London foreign exchange market (or, at the option of the Issuer or the Fiscal Agent (or other Calculation Agent as set out in the applicable Pricing Supplement), in the foreign exchange market of any other financial centre which is then open for business) at noon, London time, two Business Days prior to the date on which payment is due, or if the Canadian Dollar FX Rate is not available on that date, on the basis of a substitute exchange rate determined by the Issuer or by the Fiscal Agent (or other Calculation Agent as set out in the applicable Pricing Supplement) acting in its absolute discretion from such source(s) and at such time as it may select. For the avoidance of doubt, the Canadian Dollar FX Rate or substitute exchange rate as aforesaid may be such that the resulting Canadian Dollars amount is zero and in such event no amount of Canadian Dollars, United States Dollars or the original currency, if any, will be payable.

Any payment made in United States Dollars or Canadian Dollars or non-payment in accordance with this paragraph will not constitute an Event of Default under Condition 6.

#### **8C.06 RMB Currency Event**

If "RMB Currency Event" is specified in the applicable Pricing Supplement and a RMB Currency Event, as determined by the Issuer acting in good faith and in a commercially reasonable manner, exists on a date for payment of any amount in respect of any Instrument or Coupon, the Issuer's obligation to make a payment in RMB under the terms of the Instruments may be replaced by an obligation to pay such amount in the Relevant Currency converted using the Spot Rate for the relevant Determination Date.

Upon the occurrence of a RMB Currency Event, the Issuer shall give notice as soon as practicable to the Holders in accordance with Condition 14 stating the occurrence of the RMB Currency Event, giving details thereof and the action proposed to be taken in relation thereto.

In this Condition 8C.06:

**"Governmental Authority"** means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of the relevant RMB Settlement Centre(s);

**"Relevant Currency"** means U.S. Dollars or such other currency as may be specified in the applicable Pricing Supplement;

**"RMB Currency Event"** means any one of RMB Illiquidity, RMB Inconvertibility and RMB Non-Transferability;

**"RMB Illiquidity"** means the general Renminbi exchange market in the relevant RMB Settlement Centre(s) becomes illiquid as a result of which the Issuer cannot obtain sufficient Renminbi in order to satisfy its obligation to pay interest and principal (in whole or in part) in respect of the Instruments as determined by the Issuer in good faith and in a commercially reasonable manner;

**"RMB Inconvertibility"** means the occurrence of any event that makes it impossible or, having used its reasonable endeavours, impracticable, for the Issuer to convert into Renminbi any amount due in respect of the Instruments on any payment date in the general Renminbi exchange market in the relevant RMB

Settlement Centre(s), other than where such impossibility or impracticability 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 or, having used its reasonable endeavours, impracticable, for the Issuer due to an event beyond its control, to comply with such law, rule or regulation);

**“RMB Non-transferability”** means the occurrence of any event that makes it impossible or, having used its reasonable endeavours, impracticable, for the Issuer to deliver Renminbi between accounts inside the relevant RMB Settlement Centre(s) or from an account in the relevant RMB Settlement Centre(s) to an account outside the relevant RMB Settlement Centre(s) (including where the Renminbi clearing and settlement system for participating banks in the relevant RMB Settlement Centre(s) is disrupted or suspended), other than where such impossibility or impracticability 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 or, having used its reasonable endeavours, impracticable, for the Issuer due to an event beyond its control, to comply with such law, rule or regulation);

**“PRC”** means the People’s Republic of China;

**“Rate Determination Business Day”** means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in the relevant RMB Settlement Centre(s), London and New York City;

**“Rate Determination Date”** means the day which is two Rate Determination Business Days before the due date of the relevant payment under the Instruments or Coupon; and

**“Spot Rate”** means, unless specified otherwise in the applicable Pricing Supplement, the spot CNY/USD exchange rate for the purchase of U.S. Dollars with Renminbi in the over-the-counter Renminbi exchange market in the relevant RMB Settlement Centre(s) for settlement in two Rate Determination Business Days, as determined by the Calculation Agent at or around 11.00 a.m. (local time at the relevant RMB Settlement Centre(s)) 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 at or around 11:00 a.m. (local time at the relevant RMB Settlement Centre(s)) on the Rate Determination Date taking into consideration all available information which the Calculation Agent deems relevant, including pricing information obtained from the Renminbi non-deliverable exchange market in the relevant RMB Settlement Centre(s) or elsewhere and the CNY/USD exchange rate in the PRC domestic foreign exchange market.

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 8C.06, whether by the Fiscal Agent or other Calculation Agent, shall (in the absence of negligence, wilful default, bad faith or manifest error) be binding on the Issuer, the Fiscal Agent, Calculation Agent (if applicable), any other Paying Agents and all holders of Instruments and (in the case of Registered Instruments) the Registrar and any Transfer Agent and (in the absence of negligence, wilful default or bad faith) no liability to the Issuer or the holders of Instruments shall attach to the Fiscal Agent or the Calculation Agent (if applicable) in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

Any payment made in the Relevant Currency or non-payment in accordance with this paragraph will not constitute an Event of Default under Condition 6.

## **8D. Payment in a Currency other than the Specified Currency**

8D.01 The Issuer may issue Instruments denominated in a Specified Currency, provided that all payments in respect of the Instruments will be made in United States Dollars or such other Currency of Payment as set out in the applicable Pricing Supplement. In respect of such Instruments, each Interest Amount, the Early Redemption Amount (if any) and Final Redemption Amount will be payable in United States Dollars or such other Currency of Payment as set out in the applicable Pricing Supplement, in each case as determined by the Calculation Agent on the relevant Valuation Date by dividing the Calculation Amount, Fixed Coupon Amount, Interest Amount and/or the Broken Amount(s) by the Rate of Exchange or in such other manner as is provided in the applicable Pricing Supplement.

8D.02 Unless otherwise provided in the applicable Pricing Supplement:

- (i) if the Rate of Exchange is not published on the Relevant Screen Page on any Interest Determination Date, then the Calculation Agent shall obtain an exchange rate from the Back-up Relevant Screen Page specified in the applicable Pricing Supplement on such Interest Determination Date at the Relevant Time in the Relevant Location;
- (ii) if no such rate is published on the Back-up Relevant Screen Page on any Interest Determination Date, then the Calculation Agent will request five leading reference banks (selected by the Calculation Agent in its sole discretion) in the relevant interbank market for their mid-market quotations of the spot exchange rate between the Specified Currency and the Currency of Payment specified in the applicable Pricing Supplement at the Relevant Time in the Relevant Location on such date;
- (iii) in the event that both the Relevant Screen Page and the Back-up Relevant Screen Page are not available on the applicable Valuation Date, the Rate of Exchange shall be determined by the Calculation Agent on the relevant Valuation Date in good faith and in a commercially reasonable manner, having taken into account relevant market practice.

The applicable Pricing Supplement may set out other or additional provisions applicable where calculation by reference to the Rate of Exchange is impossible or impracticable and any other terms relating to the method of calculating amounts payable on the Instruments.

8D.03 In this Condition 8D:

**“Brazil Business Day”** means a day (other than a Saturday or Sunday) on which banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) in any of Sao Paulo, Rio de Janeiro or Brasilia not otherwise declared as a financial market holiday by the Bolsa de Valores, Mercadorias & Futuros.

**“BRL-PTAX Rate”** means, in respect of a BRL Valuation Date, the BRL/USD offered rate for USD, expressed as the amount of BRL per one USD, for settlement in two New York and São Paulo Business Days reported by the Banco Central do Brasil on SISBACEN Data System under transaction code PTAX-800 (**“Consulta de Cambio”** or Exchange Rate Inquiry), Option 5 (**“Cotacões para Contabilidade”** or Rates for Accounting Purposes) by approximately 1:15 p.m. São Paulo time on such BRL Valuation Date.

**“BRL Valuation Date”** for (a) any Interest Payment Date or the Maturity Date or date on which an amount is payable (other than on early redemption) means the fifth Valuation Business Day prior to such date, provided however that if such date is an Unscheduled Holiday, the BRL Valuation Date shall be the next following Valuation Business Day and (b) an early redemption means the date that is five Business Days prior to the day on which the Early Redemption Amount shall be due and payable.

**“EMTA BRL Industry Survey Methodology”** means a methodology, dated as of March 1, 2004, as amended from time to time, for a centralised industry-wide survey of financial institutions in Brazil that are active participants in the BRL/USD spot markets for the purposes of determining the EMTA BRL Industry Survey Rate.

**“EMTA BRL Industry Survey Rate”** means the foreign exchange rate as specified in the ISDA 1998 FX and Currency Option Definitions (as updated from time to time) – Settlement Rate Options: **“EMTA BRL Industry Survey Rate (BRL12)”**, meaning that the spot rate for a BRL Valuation Date will be the BRL/USD offered rate for USD, expressed as the amount of BRL per one USD, for settlement in two New York and São Paulo Business Days, calculated by EMTA (or a service provider EMTA may in its sole discretion select) pursuant to the EMTA BRL Industry Survey Methodology and published on EMTA’s website ([www.emta.org](http://www.emta.org)) at approximately 3:45 p.m. São Paulo time or as soon thereafter as practicable on such BRL Valuation Date.

**“EMTA Failure”** means, in respect of a BRL Valuation Date, that the EMTA BRL Industry Survey Rate, having been requested as prescribed by EMTA, is not available for any reason. For the avoidance of doubt, an EMTA Failure may still occur notwithstanding that the BRL-PTAX Rate is available on the applicable BRL Valuation Date.

**“Mumbai Business Day”** means a day (other than a Saturday or a Sunday) on which the banks and foreign exchange markets are open for business in Mumbai.

**“Mumbai and New York Business Day”** means a day (other than a Saturday or a Sunday) on which the banks and foreign exchange markets are open for business in Mumbai and New York.



**“New York and São Paulo Business Day”** means a day (other than a Saturday or Sunday) on which banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) in each of São Paulo and New York.

**“Postponed Rate Fixing Day”** means at or about the Relevant Time on the first day (other than a Saturday or a Sunday) following the Scheduled Rate Fixing Date (if such day is a Business Day);

**“Price Materiality”** means, in respect of a BRL Valuation Date, that the EMTA BRL Industry Survey Rate is available on such date and that the BRL-PTAX Rate differs from the EMTA BRL Industry Survey Rate by more than 3 per cent.

**“Rate Fixing Date”** means the Scheduled Rate Fixing Date or the Postponed Rate Fixing Date, provided however that in respect of payment of an Early Redemption Amount, the Rate Fixing Date shall be the day that is five (5) Business Days prior to the day on which the Early Redemption Amount shall be due and payable.

**“Rate of Exchange”** means:

(i) where the Specified Currency is Brazilian Real, in respect of a BRL Valuation Date, the BRL/USD exchange rate, expressed as the amount of BRL per one United States Dollar:

(a) determined by the Calculation Agent on the relevant BRL Valuation Date by reference to the applicable BRL-PTAX Rate; or

(b) in the event that the BRL-PTAX Rate is not available on the applicable BRL Valuation Date, determined by the Calculation Agent on the relevant BRL Valuation Date by reference to the applicable EMTA BRL Industry Survey Rate (if such rate is available); or

(c) in the event that both the BRL-PTAX Rate and the EMTA BRL Industry Survey Rate are not available on the applicable BRL Valuation Date, determined by the Calculation Agent on the relevant BRL Valuation Date in good faith and in a commercially reasonable manner, having taken into account relevant market practice,

provided that:

(a) if, on the applicable BRL Valuation Date, the Calculation Agent determines that a Price Materiality has occurred on such BRL Valuation Date, the Rate of Exchange will be the EMTA BRL Industry Survey Rate applicable in respect of such BRL Valuation Date; and

(b) if, on the applicable BRL Valuation Date, the Calculation Agent determines that an EMTA Failure has occurred on such BRL Valuation Date, the BRL Rate will be determined by the Calculation Agent in good faith and in a commercially reasonable manner, having taken into account relevant market practice; or

(ii) where the Specified Currency is Indian Rupee, the INR/USD spot rate, expressed as the amount of Indian Rupees per one United States Dollar, for settlement in two Mumbai and New York Business Days, reported by the Reserve Bank of India, which is displayed on the Reuters Page “RBIB” at approximately 1:00 p.m., Mumbai time, on the relevant Rate Fixing Date.

If the Reserve Bank of India Reference Rate is not available for any reason on any Scheduled Rate Fixing Date, then the Rate of Exchange for such Rate Fixing Date shall be determined by the Calculation Agent by requesting quotations for the mid INR/USD spot foreign exchange rate either (i) the Postponed Rate Fixing Date or (ii) if the first day (other than a Saturday or a Sunday) following the Scheduled Rate Fixing Date is not a relevant Business Day, at or about 1:00 p.m. Mumbai time on the Scheduled Rate Fixing Date from five banks active in the INR/USD currency and foreign exchange markets (such banks, the **“Reference Banks”**) as selected by the Calculation Agent.

If five or four quotations are provided as requested, the Rate of Exchange will be the arithmetic mean (rounded to the nearest five decimal places, 0.000005 being rounded upwards) of the remaining three or two such quotations, as the case may be, for such rate provided by the Reference Banks, after disregarding the highest such quotation and the lowest such quotation (provided that, if two or more such quotations are the highest such quotations, then only one of

such quotations shall be disregarded, and if one or more such quotations are the lowest quotations, then only one of such lowest quotations will be disregarded).

If only three or two such quotations are provided as requested, the Rate of Exchange shall be determined as described above except that the highest and lowest quotations will not be disregarded. If only one or no such quotations are provided as requested, or if the Calculation Agent determines in its sole discretion that no suitable Reference Banks active in the USD/INR currency or foreign exchange markets will provide quotes, the Calculation Agent shall be entitled to calculate the Rate of Exchange acting in good faith and in a commercially reasonable manner, having taken into account relevant market practice, by reference to such additional sources as it deems appropriate; and in such case the Calculation Agent shall notify the Issuer and the Fiscal Agent as soon as reasonably practicable that the Rate of Exchange is to be so determined; or

- (iii) in respect of any other Specified Currency, the Rate of Exchange specified in the applicable Pricing Supplement.

**“São Paulo Business Day”** means a day (other than a Saturday or Sunday) on which banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) in São Paulo.

**“Scheduled Rate Fixing Date”** means the date which is five Relevant Business Days prior to the Interest Payment Date or the Maturity Date or such other date on which an amount in respect of the Instruments is due and payable. If the Scheduled Rate Fixing Date or the Postponed Rate Fixing Date is an Unscheduled Holiday, the Rate Fixing Date shall be the next following Relevant Business Day. In the event that such next following Relevant Business Day is also an Unscheduled Holiday, the Calculation Agent shall be entitled to calculate the Reference Rate acting in good faith and in a commercially reasonable manner, having taken into account relevant market practice, by reference to such additional sources as it deems appropriate; and in such case the Calculation Agent shall notify the Issuer and the Fiscal Agent as soon as reasonably practicable that the Reference Rate is to be so determined.

**“Unscheduled Holiday”** means:

- (i) where the Specified Currency is Brazilian Real, a day that is not a Valuation Business Day and the market was not aware of such fact (by means of a public announcement or by reference to other publicly available information) until a time later than 9:00 a.m. local time in São Paulo two Brazil Business Days prior to the relevant BRL Valuation Date, provided, however, that if the next day is also an Unscheduled Holiday, the Rate of Exchange will be determined by the Calculation Agent on such day in its sole discretion acting in good faith in a commercially reasonable manner having taken into account relevant market practice and by reference to such additional sources as it deems appropriate;
- (ii) where the Specified Currency is Indian Rupee a day that is not a Mumbai Business Day and the market was not aware of such fact (by means of a public announcement or by reference to other publicly available information) until a time later than 9:00 a.m. local time in Mumbai, two Mumbai Business Days prior to the relevant Rate Fixing Date; or
- (iii) in respect of any other Specified Currency, unless otherwise specified in the applicable Pricing Supplement, a day that is not a Business Day and the market was not aware of such fact (by means of a public announcement or by reference to other publicly available information) until a time later than the Relevant Time in the Relevant Financial Centre two Business Days prior to the relevant Rate Fixing Date.

**“Valuation Business Day”** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) in such Valuation Business Centres as are specified in the applicable Pricing Supplement.

**“Valuation Date”** means the BRL Valuation Date, the Rate Fixing Date or such other date as specified in the applicable Pricing Supplement.

## **9. Prescription**

9.01 Claims against the Issuer in respect of Bearer Instruments and Coupons will become void unless made within two years after the Relevant Date (as defined in Condition 7.02) for payment thereof.

9.02 Claims against the Issuer in respect of Registered Instruments will be prescribed unless made within two years after the due date for payment.

## **10. Surrender of Talons**

10.01 On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to, and including, the final date for the payment of interest due in respect of the Instrument to which it appertains) a further Talon, subject to the provisions of Condition 9. Each Talon shall, for the purposes of these Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the relative Coupon sheet matures.

## **11. The Paying Agents and the Registrars**

11.01 The initial Paying Agents and Registrars and their respective initial specified offices are specified herein. The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent (including the Fiscal Agent) or Registrars and to appoint additional or other Paying Agents or Registrars provided that it will so long as any of the Instruments is outstanding maintain (i) a Fiscal Agent; (ii) a Registrar; and (iii) so long as the Instruments are admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange or any other stock exchange, a Paying Agent (which may be the Fiscal Agent) having a specified office in such place as may be required by the rules and regulations of such stock exchange.

The Paying Agents and the Registrar reserve the right at any time to change their respective specified offices to some other specified office in the same city. Notice of all changes in the identities or specified offices of the Paying Agent or the Registrar will be notified promptly to the Holders of the Instruments in accordance with Condition 14.

11.02 The Paying Agents and Registrars act solely as agents of the Issuer and, save as provided in the Fiscal Agency Agreement, do not assume any obligations towards or relationship of agency or trust for any Holder of any Instrument or Coupon and each of them shall only be responsible for the performance of the duties and obligations expressly imposed upon them in the Fiscal Agency Agreement or incidental thereto.

## **12. Replacement of Instruments**

12.01 If any Instrument or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Fiscal Agent or such Paying Agent or Paying Agents as may be specified for such purpose in the applicable Pricing Supplement (in the case of Bearer Instruments and Coupons) or of the Registrar (in the case of Registered Instruments), subject to all applicable laws and the requirements of any stock exchange or other relevant authority on which the relevant Instruments are listed, upon payment by the claimant of all expenses incurred in such replacement and upon such terms as to evidence, security, indemnity and otherwise as the Issuer and the Fiscal Agent, the relevant Paying Agent or, as the case may be, the Registrar may require. Mutilated or defaced Instruments and Coupons must be surrendered before replacements will be delivered therefor.

## **13. Meetings of Holders, Further Issues and Amendments**

13.01 The Fiscal Agency Agreement contains provisions (which shall have effect as if incorporated herein) for convening meetings of the Holders of Instruments of any Series to consider any matter affecting their interest, including (without limitation) the modification by Extraordinary Resolution (as defined in the Fiscal Agency Agreement) of these Conditions. An Extraordinary Resolution passed at any meeting of the Holders of Instruments of any Series will be binding on all Holders of the Instruments of such Series, whether or not they are present at the meeting, and on all Holders of Coupons relating to Instruments of such Series.

13.02 The Fiscal Agency Agreement, the Instruments and any Coupons attached to the Instruments may be amended by the Issuer and the Fiscal Agent without notice to or the consent of the Holder of any Instrument or Coupon (i) for the purpose of curing any ambiguity, or for curing, correcting or supplementing any defective provision contained therein, (ii) to make any further modifications of the terms of the Fiscal Agency Agreement necessary or desirable to allow for the issuance of any additional Instruments (which modifications shall not be materially adverse to Holders of outstanding Instruments) or (iii) in any manner which the Issuer and the Fiscal Agent may deem necessary or desirable and which shall not materially adversely affect the interests of the Holders of the Instruments and Coupons. The Issuer shall only permit

any modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the Fiscal Agency Agreement, the Instruments and Coupons attached to the Instruments, if to do so could not reasonably be expected to be prejudicial to the interests of the Holders.

## **14. Notices**

### ***To Holders of Bearer Instruments***

14.01 Notices to Holders of Bearer Instruments will be deemed to be validly given (i) if published in a leading daily newspaper having general circulation in London (which is expected to be the *Financial Times*); or, if such publication is not practicable, if published in a leading English language daily newspaper having general circulation in Europe and (ii) if and for so long as the Instruments are listed on the Luxembourg Stock Exchange, in a daily newspaper of general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*) or on the Luxembourg Stock Exchange's website ([www.bourse.lu](http://www.bourse.lu)). Any notice so given will be deemed to have been validly given on the date of such publication (or, if published more than once, on the first date on which publication is made). Holders of Coupons will be deemed for all purposes to have notice of the contents of any notice given to Holders of Bearer Instruments in accordance with this Condition.

### ***To Holders of Registered Instruments***

14.02 Notices to Holders of Registered Instruments will be deemed to be validly given if sent by first class mail (or equivalent) or (if posted to an overseas address) by air mail to them (or, in the case of joint Holders, to the first-named in the register kept by the Registrar) at their respective addresses as recorded in the register kept by the Registrar, and will be deemed to have been validly given on the fourth day after the date of such mailing or if posted from another country on the fifth day.

### ***Global Instruments***

14.03 So long as the Instruments are represented by Global Instruments or Global Notes, if permitted by the relevant stock exchange or other relevant authority in substitution for the foregoing, notice may be delivered to Euroclear and Clearstream, Luxembourg and/or any other relevant clearing system for communication by them to the persons shown in their respective records as having interests therein provided that, in the case of Instruments admitted to listing on any stock exchange or other relevant authority, the rules of such stock exchange or other relevant authority have been complied with. Any notice so given will be deemed to have been validly given on the fourth weekday after the date of such delivery to Euroclear and Clearstream, Luxembourg and/or any other relevant clearing system.

### ***To the Issuer***

14.04 Notices to the Issuer will be deemed to be validly given if delivered to it at 150 Slater Street, Ottawa, Ontario, Canada K1A 1K3 and clearly marked on their exterior "Urgent — Attention: Treasury Division" (or at such other address and for such other attention as may have been notified to the Holders of the Instruments in accordance with this Condition 14) and will be deemed to have been validly given at the opening of business on the next day on which the Issuer's registered office is open for business.

## **15. Law and Jurisdiction**

15.01 The Instruments, the Fiscal Agency Agreement, the Purchase Agreement (as defined under "*Subscription and Sale*") and the Deed of Covenant are governed by, and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

15.02 The Holders of Instruments may enforce payment against Her Majesty in right of Canada by suit in the Federal Court of Canada or a provincial court of competent jurisdiction, no other governmental or other consent being required for such enforcement. A judgement obtained in an action brought against Her Majesty in right of Canada in the Federal Court of Canada or a provincial court of competent jurisdiction is not capable of being enforced by execution, but is payable out of the Consolidated Revenue Fund of Canada.

## **16. Further Issues**

16.01 The Issuer may from time to time, without notice to or the consent of the Holders of any Instruments, create and issue further instruments, bonds or debentures having the same terms and

conditions as such Instruments in all respects (or in all respects except for the first payment of interest, if any, on them and/or the denomination thereof) so as to form a single series with the Instruments of any particular Series; provided that unless such further Instruments are issued under a separate ISIN and/or CUSIP number, such further issuance must be fungible for United States and Canadian federal income taxation purposes with the Instruments issued on the original issue date.

## **17. Currency Indemnity**

17.01 Save as provided in Condition 8C.05 or 8C.06, the currency in which the Instruments are denominated or, if different, payable, as specified in the applicable Pricing Supplement (the “**Contractual Currency**”) is the sole currency of account and payment for all sums payable by the Issuer in respect of the Instruments, including damages. Save as provided in Condition 8C.05 or 8C.06, any amount received or recovered in a currency other than the Contractual Currency (whether as a result of, or of the enforcement of, a judgement or order of a court of any jurisdiction or otherwise) by any Holder of an Instrument or Coupon in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer to the extent of the amount in the Contractual Currency which such Holder is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that amount is less than the amount in the Contractual Currency expressed to be due to any Holder of an Instrument or Coupon in respect of such Instrument or Coupon, the Issuer shall indemnify such Holder against any loss sustained by such Holder as a result. In any event, the Issuer shall indemnify each such Holder against any cost of making such purchase which is reasonably incurred. These indemnities constitute a separate and independent obligation from the Issuer’s other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Holder of an Instrument or Coupon and shall continue in full force and effect despite any judgement, order, claim or proof for a liquidated amount in respect of any sum due in respect of the Instruments or any judgement or order. Any such loss aforesaid shall be deemed to constitute a loss suffered by the relevant Holder of an Instrument or Coupon and no proof or evidence of any actual loss will be required by the Issuer.

## **18. Waiver and Remedies**

18.01 No failure to exercise, and no delay in exercising, on the part of the Holder of any Instrument, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right. Rights hereunder shall be in addition to all other rights provided by law. No notice or demand given in any case shall constitute a waiver of rights to take other action in the same, similar or other instances without such notice or demand.

## TRANSFERS OF INSTRUMENTS IN THE FORM OF GLOBAL NOTES

Transfers of interests in Instruments in the form of Global Notes within Euroclear, Clearstream, Luxembourg and DTC will be in accordance with the usual rules and operating procedures of the relevant clearing system. The laws of some states in the United States require that certain persons take physical delivery in definitive form of securities. Consequently, the ability to transfer interests in a DTC Global Note or European Global Note to such persons may be limited.

Transfers may be made at any time by a holder of an interest in an Unrestricted Global Note to a transferee who wishes to take delivery of such interest through a Restricted Global Note provided that any such transfer made on or prior to the expiration of the distribution compliance period (as referred to in "*Subscription and Sale*") relating to the Instruments represented by such Unrestricted Global Note will only be made upon receipt by the Registrar or any Transfer Agent of a written certificate from the transferor of such interest to the effect that such transfer is being made to a person whom the transferor reasonably believes is a Qualified Institutional Buyer within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities law of any state of the United States or any other jurisdiction. Transfers at any time by a holder of any interest in the Restricted Global Note to a transferee who takes delivery of such interest through an Unrestricted Global Note will only be made upon delivery to the Registrar or any Transfer Agent of a certificate setting forth compliance with the provisions of Regulation S.

Subject to compliance with the transfer restrictions applicable to the Registered Instruments described above and under "*Transfer Restrictions*", cross-market transfers between DTC, on the one hand, and directly or indirectly through Euroclear or Clearstream, Luxembourg account holders, on the other, will be effected by the relevant clearing system in accordance with its rules and through action taken by the Custodian, the Registrar and the Fiscal Agent.

Although Euroclear, Clearstream, Luxembourg and DTC are expected to follow their customary procedures in order to facilitate transfers of beneficial interests in the Global Notes among participants and account holders of Euroclear, Clearstream, Luxembourg and DTC, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, the Fiscal Agent, the Registrar or any Paying Agent will have any responsibility for the performance by Euroclear, Clearstream, Luxembourg or DTC or their respective direct or indirect participants or account holders of their respective obligations under the rules and procedures governing their operations.

DTC has advised the Issuer as follows: DTC is a limited purpose trust company organised under the laws of the State of New York, a "banking organization" under the laws of the State of New York, a member of the U.S. Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC was created to hold securities for its participants and facilitate the clearance and settlement of securities transactions between participants through electronic computerised book-entry changes in accounts of its participants, thereby eliminating the need for physical movement of certificates. Direct participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. Indirect access to DTC is available to others, such as banks, securities brokers, dealers and trust companies that clear through or maintain a custodial relationship with a DTC direct participant, either directly or indirectly.

## PRO FORMA PRICING SUPPLEMENT

*Notes in italics in this Pro Forma Pricing Supplement are intended for reference purposes only, will not appear in actual Pricing Supplements and are not binding on the Issuer.*

**[MiFID II Product Governance/Professional investors and ECPs only target market:** Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Instruments has led to the conclusion that: (i) the target market for the Instruments is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Instruments to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Instruments (a "**distributor**") should take into consideration the manufacturer['s /s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Instruments (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]<sup>1</sup>

**[PRIIPs Regulation/Prospectus Regulation/PROHIBITION OF SALES TO EEA RETAIL INVESTORS:** The Instruments are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of [Directive 2014/65/EU (as amended, "**MiFID II**")] [MiFID II]; (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation (as defined below). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Instruments or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Instruments or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]<sup>2</sup>

**["NOTIFICATION UNDER SECTION 309B(1)(C) OF THE SECURITIES AND FUTURES ACT (CHAPTER 289) OF SINGAPORE (as modified or amended from time to time, the "SFA") -** The Instruments are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products)."]<sup>3 4 5</sup>

*[[Name of relevant Dealers] [is/are] acting exclusively for the Issuer and no one else in connection with the offering described in this Pricing Supplement. [It/They] will not regard any other person (whether or not a recipient of this Pricing Supplement) as [its/their] client in relation to the offering described in this Pricing Supplement and will not be responsible to anyone other than the Issuer for providing the protections afforded to [its/their] clients nor for providing the services in relation to the offering described in this Pricing Supplement or any transaction or arrangement referred to herein.]<sup>6</sup>*

Pricing Supplement dated [       ]

### EXPORT DEVELOPMENT CANADA

**[Legal Entity Identifier ("LEI"): Z6MHCSLXHKYG4B6PHW02]**

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Instruments]**

**under the USD30,000,000,000 Programme for the Issuance of Debt Instruments**

<sup>1</sup> Insert in all cases except for private placement to non-EEA entities that are outside the scope of MiFID.

<sup>2</sup> Insert as applicable.

<sup>3</sup> Include if the Instruments are "prescribed capital market products" and "Excluded Investment Products".

<sup>4</sup> If the Instruments are not "prescribed capital markets products" and "Excluded Investment Products", then replace with the following legend:

**Notification under Section 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore** (the "**SFA**") – The Instruments are capital markets products other than prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

<sup>5</sup> Relevant Dealer(s) to consider whether it/they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA.

<sup>6</sup> Insert if required by the relevant Dealer(s).

## IMPORTANT NOTICE

The Offering Memorandum referred to below (as completed by this Pricing Supplement) has been prepared on the basis that any offer of Instruments in any Member State of the European Economic Area will be made pursuant to an exemption under Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”), from the requirement to publish a prospectus for offers of the Instruments and in compliance with any other applicable laws and regulations.

**The Offering Memorandum does not constitute a base prospectus for the purposes of the Prospectus Regulation.**

### PART A – CONTRACTUAL TERMS

**Any person making or intending to make an offer in that Member State of the Instruments may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 8 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Instruments in any other circumstances.**

*[Insert as appropriate]***The Issuer does not consent to the Offering Memorandum or this Pricing Supplement being used in relation to offers of the Instruments in the EEA, other than offers to persons who are qualified investors within the meaning of the Prospectus Regulation (“qualified investors”). Offers of the Instruments in the EEA may be made only to persons who are qualified investors.]**

[Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the “**Conditions**”) set forth in the Offering Memorandum dated December 19, 2019 [and the supplement[s] to it dated [date] [and [date]] ], including all documents incorporated by reference ([the Offering Memorandum as so supplemented,] the “**Offering Memorandum**”). This document constitutes the final terms of the Instruments described herein and must be read in conjunction with the Offering Memorandum. Full information on the Issuer and the offer of the Instruments described herein is only available on the basis of the combination of this Pricing Supplement and the Offering Memorandum. The Offering Memorandum is available for viewing during normal business hours at and copies may be obtained from the offices of the Issuer, Export Development Canada, 150 Slater Street, Ottawa, Ontario, Canada K1A 1K3.]

*[The following alternative language applies if the first Tranche of an issue which is being increased was issued under a Prospectus or Offering Memorandum with an earlier date – note that issues of Instruments issued under a Prospectus with an earlier date that were offered to the public in the EEA in circumstances requiring a prospectus to be published under the Prospectus Regulation and/or Instruments that are listed on the London Stock Exchange’s regulated market cannot be increased.]*

[Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the “**Conditions**”) set forth in and extracted from the Offering Memorandum dated [original date] and which are incorporated by reference in the Offering Memorandum dated December 19, 2019. This document constitutes the final terms of the Instruments described herein and must be read in conjunction with the Offering Memorandum dated December 19, 2019, including the Conditions which are incorporated by reference in it [and the supplement[s] to it dated [date] [and [date]], including all documents incorporated by reference ([the Offering Memorandum as so supplemented,] the “**Offering Memorandum**”). Full information on the Issuer and the offer of the Instruments described herein is only available on the basis of the combination of this Pricing Supplement and the Offering Memorandum. The Offering Memorandum is available for viewing during normal business hours at and copies may be obtained from the offices of the Issuer, Export Development Canada, 150 Slater Street, Ottawa, Ontario, Canada K1A 1K3.]

*[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs. Italics denote directions for completing the Pricing Supplement.]*

1. Issuer: Export Development Canada
2. (i) Series Number: [ ]



- [(ii) Tranche Number: [ ]
- [(iii)] Date on which the Instruments will be consolidated and form a single Series: [Not Applicable]/[The Instruments shall be consolidated and form a single Series and be interchangeable for trading purposes with the *[insert description of the Series]* on *[insert date/the Issue Date/exchange of the Temporary Global Instrument for interests in the Permanent Global Instrument, as referred to in paragraph 24 below [which is expected to occur on or about [insert date] ].]*
3. Specified Currency or Currencies [ ] [, provided that all payments in respect of the Instruments will be made in the Currency of Payment  
  
(further particulars specified in paragraph 19 below)  
*(include where payments on the Instruments will be made in a currency other than the Specified Currency (such as USD))]*  
  
[Condition 8C.05 is not applicable to the Instruments]
4. Aggregate Nominal Amount:
- (i) Series: [ ]
- (ii) Tranche: [ ]
5. Issue Price: [ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from and including *[insert date]* but excluding *[insert date]* being [ ] days *(in the case of fungible issues only, if applicable)*]
6. (i) Specified Denomination(s): [ ] [[€100,000] and integral multiples of [€1,000] in excess thereof [up to and including [€199,000]. No Instruments in definitive form will be issued with a denomination above [€199,000]].] [[USD200,000] [and integral multiples of [USD1,000] in excess thereof]
- [So long as the Instruments are represented by a Temporary Global Instrument or Permanent Global Instrument and the relevant clearing system(s) so permit, the Instruments will be tradeable only in nominal amounts of at least the Specified Denomination (or if more than one Specified Denomination, the lowest Specified Denomination) and higher integral multiples of at least the Calculation Amount notwithstanding that no definitive Instruments will be issued with denominations above[€199,000 ].]*
- (ii) Calculation Amount: [ ] *[If only one Specified Denomination and no integral multiples, insert the Specified Denomination. If more than one Specified Denomination and no integral multiples, insert the highest common factor of the Specified Denominations. If a Specified Denomination(s) and integral multiples, insert the highest common factor.] [Note: There must be a common factor in the case of two or more Specified Denominations.]*
7. (i) Issue Date: [ ]
- (ii) Interest Commencement Date: [ ] /Issue Date/Not Applicable]

*(N.B. an Interest Commencement Date will not be relevant for certain Instruments, for example, Zero Coupon Instruments)*

8. Maturity Date: [ ] Fixed Rate - specify date/ Floating Rate Instruments: [Interest payment date falling in or nearest to [specify month and year]]
9. Interest Basis: [ ] per cent. Fixed Rate  
[[SONIA][SOFR][€STR][duration][currency][LIBOR/ EURIBOR/Federal Funds Effective Rate/ [other]] [+/- [ ] per cent.] Floating Rate]  
[Zero Coupon]  
[Variable Interest]  
[Other (specify)]  
(further particulars specified below)
10. Redemption[/Payment] Basis : [Redemption at par][Subject to any purchase and cancellation or early redemption in accordance with the Conditions, the Instruments will be redeemed on the Maturity Date at the Final Redemption Amount]  
[Other (specify)]  
(further particulars specified below)
11. Change of Interest Basis or Redemption/Payment Basis: [Not Applicable]  
[For Fixed to Floating Rate insert [For the period from (and including) the Interest Commencement Date, up to (but excluding) [ ] paragraph [15/16] applies and for the period from (and including) [ ], up to (but excluding) the Maturity Date, paragraph [15/16] applies]  
*(Specify details of any provision for convertibility of Instruments into another interest or redemption/ payment basis)*
12. Put/Call Options: [Investor Put]  
[Issuer Call]  
[Not Applicable]  
[(further particulars specified below)]
13. Status of the Instruments Unsecured, Unsubordinated
14. Effective date of the Board approval for issuance of Instruments (the "Borrowing Resolution"):  
[March 2, 2018] [other]

#### PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15. Fixed Rate Instrument Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs)*

of this paragraph)

- (i) Rate(s) of Interest: [ ] per cent. per annum payable [annually/semi-annually/quarterly/monthly/[specify other]] in arrear [on each Interest Payment Date]
- [. The first Interest Period shall be the period commencing on, and including, the Interest Commencement Date and ending on, but excluding, [ ] ([short][long] first coupon)]
- (where the rate changes e.g. Fixed-Floating Rate, Step-up, Step-down etc.) [in respect of the period from and including [ ] to but excluding [ ]]
- [[ ] per cent. per annum payable [annually/semi-annually/quarterly/monthly/[specify other]] in arrear in respect of the period from and including [ ] to but excluding [ ]]
- (ii) Interest Payment Date(s): [ ] [and [ ]] in each year commencing [ ] up to and including [the Maturity Date] [ ]; [not adjusted/adjusted for payment purposes only in accordance with the [Floating Rate Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention]/adjusted for calculation of interest and for payment purposes in accordance with the [Floating Rate Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention]][where the Additional Business Centres are [ ]]
- (amend in the case of long or short coupons)
- (iii) Day Count Fraction: [Actual/Actual (ICMA)]/[Actual/Actual (ISDA)]/ [30/360] / [Actual/360]/[RBNZ Bond Basis]/[New Zealand Government Bond Basis]/[other (specify)]/[Not Applicable]
- (iv) Fixed Coupon Amount(s): [Not Applicable] [[ ] per Calculation Amount payable [annually/semi-annually/quarterly/monthly/[specify other]] in arrear [on each Interest Payment Date]
- (applicable to Instruments in definitive form only)**
- [ for short or long first coupon insert: except for the amount of interest payable on the first Interest Payment Date falling on [ ]]
- [Condition 4A.03(iv) applies (for Renminbi Instruments)]
- For step up or step down Instruments include:
- [payable from and including [ ] to but excluding [ ]]
- [[ ] [per Calculation Amount] payable from and including [ ] [to but excluding [ ]][up to and including the Maturity Date]
- [See Condition 4A.03 and 4G.05 for provisions relating to calculation of interest and rounding.]**

(v) Broken Amount(s): [Not Applicable] [[ ] [per Calculation Amount] payable on the Interest Payment Date falling on [ ]]  
**(applicable to Instruments in definitive form only)**

*(insert particulars of any initial or final broken interest amounts (or the amount per Calculation Amount) which do not correspond with the Fixed Coupon Amount(s))*

**[See Condition 4A.03 and 4G.05 for provisions relating to calculation of interest and rounding.]**

(vi) Other terms relating to the method of calculating interest for Fixed Rate Instruments: [provide details/Not Applicable]

**16. Floating Rate Instrument Provisions** [Applicable/Not Applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

**[See Condition 4G.01 and 4G.05 for provisions relating to calculation of interest and rounding.]**

(i) Specified Period(s): [Interest Period as defined in Condition 8C.04/[ ]]

(ii) Specified Interest Payment Dates: [ ] in each year[, adjusted for payment purposes only in accordance with the Business Day Convention/adjusted for calculation of interest and for payment purposes in accordance with the Business Day Convention/not adjusted]

(iii) First Interest Payment Date: [ ]

(iv) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention/[Other (provide details)]]

(v) Additional Business Centre(s): [ ]

(vi) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination/Other (provide details)]]

(vii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Fiscal Agent) (the "Calculation Agent"):

(viii) Screen Rate Determination: [Applicable/Not Applicable]

– Reference Rate: [SONIA]

[SOFR: [Weighted Average SOFR][Compounded SOFR]]

[€STR]

[[duration][currency][LIBOR/EURIBOR/Federal Funds Effective Rate/[other]]

– Relevant Financial Centre: [London/Brussels/[other (specify)]]

- Interest Determination Date(s): [       ]
- (Second London business day prior to the start of each Interest Period if LIBOR (other than sterling or euro LIBOR/First day of each Interest Period if sterling LIBOR/Second day on which the TARGET 2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR/fifth (or other number specified under Observation Look-Back Period below) London Banking Day prior to the end of each Interest Period if SONIA)/the number of U.S. Government Securities Business Days specified under Observation Look-Back Period below prior to the end of each Interest Period if SOFR /fifth TARGET Business Day prior to the end of each Interest Period if €STR)*
- Relevant Screen Page: [       ]  
(Condition 4)
- (In the case of EURIBOR, if not Reuters Screen EURIBOR01 Page, ensure it is a page which shows a composite rate or amend the fall back provisions appropriately)*
- [Back-up Relevant Screen Page: (Condition 4)] [       ]
- Relevant Time: [11:00 a.m. [London/Brussels] time] [other]
- [Relevant Location: [       ]]
- [Reference Banks: [       ]]
- (Insert, in the case of LIBOR, the principal London office of four major banks in the London inter-bank market; in the case of EURIBOR, the principal Euro-zone offices of four major banks in the Eurozone inter-bank market, in each case as selected by the Calculation Agent or otherwise specify)*
- Averaging: [Applicable/Not Applicable]
- (if Not Applicable delete following three items)*
- [Observation Look Back Period: [5] London Banking Days prior to the Interest Payment Date [include if the Reference Rate is SONIA]
- [       ] U.S. Government Securities Business Days prior to the Interest Payment Date [Include where Reference Rate is SOFR]]
- Relevant Banking Day: [New York Banking Day][       other] [Include for Federal Funds Rate]
- Interest Rate Cut Off Date: [       ]
- (ix) ISDA Determination: [Applicable/Not Applicable]  
(Condition 4D)
- Floating Rate Option: [       ]
- Designated Maturity: [       ]

- Reset Date: [ ] [*In the case of a LIBOR or EURIBOR based option: the first day of the Interest Period*]
- (x) Linear Interpolation: [Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
- (xi) Margin(s): [+/-][ ] per cent. per annum
- (xii) Minimum [Rate][Amount] of Interest: [[ ] per cent. per annum][Not Applicable]
- (xiii) Maximum [Rate][Amount] of Interest: [[ ] per cent. per annum] [Not Applicable]
- (xiv) Day Count Fraction: [Actual/Actual (ISDA)]  
[Actual/Actual]  
[Actual/365 (Fixed)]  
[Actual/365 (Sterling)]  
[Actual/360]  
[30/360]  
[other (*specify*)]
- (xv) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Instruments, if different from those set out in the Conditions: [Condition [4C.01][4C.02][4C.03][4C.04] applies] [*other*]

**17. Zero Coupon Instrument Provisions** [Applicable/Not Applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

- (i) Accrual Yield: [ ] per cent. per annum
- (ii) Reference price: [ ]
- (iii) Day Count Fraction in relation to Early Redemption Amounts: [30/360]  
[Actual/360]  
[Actual/365]
- (iv) Any other formula/basis of determining amount payable: [ ]

**18. Variable Interest Provisions** [Applicable/Not Applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

***[See Condition 4G.01 and 4G.04 for provisions relating to calculation of interest and rounding.]***

- (i) Initial Rate: *Where the Initial Rate is a Fixed Rate:*

[[ ] per cent. per annum]

*If the Initial Rate steps up include as applicable for each relevant period:*

[For the period from and including [ ] to but excluding [ ]:  
[ ] per cent. per annum]

[For the period from and including [ ] to but excluding [ ]:  
[ ] per cent. per annum]

Where the Initial Rate is a Floating Rate:

– Initial Reference Rate: [SONIA] [SOFR: [Weighted Average SOFR][Compounded SOFR]] [€STR] [[duration] [currency] [LIBOR/EURIBOR/Federal Funds Effective Rate/other]]

– Initial Relevant Screen Page(s): [ ] [ ]

– Initial Relevant Time: [ ]

– Initial Relevant Location: [ ]

– Initial Interest Determination Date(s): [ ]

*(Second London business day prior to the start of each Interest Period if LIBOR (other than sterling or euro LIBOR/First day of each Interest Period if sterling LIBOR/Second day on which the TARGET 2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR/fifth (or other number specified under Observation Look-Back Period below) London Banking Day prior to the end of each Interest Period if SONIA)/the number of U.S. Government Securities Business Days specified under Observation Look-Back Period below prior to the end of each Interest Period if SOFR/fifth TARGET Business Day prior to the end of each Interest Period if €STR)*

– [Observation Look Back Period: [5] London Banking Days prior to the Interest Payment Date [include if the Initial Reference Rate is SONIA]

[ ] U.S. Government Securities Business Days prior to the Interest Payment Date [Include where the Initial Reference Rate is SOFR]]

(ii) Reference Rate: [+/-] [SONIA] [SOFR: [Weighted Average SOFR][Compounded SOFR]] [€STR] [duration] *(this is the rate added to or deducted from the Initial Rate)* [currency] [LIBOR/EURIBOR/ Federal Funds Effective Rate/other]/[ ]

– Interest Determination Date: [ ]

*(Second London business day prior to the start of each Interest Period if LIBOR (other than sterling or euro LIBOR/First day of each Interest Period if sterling LIBOR/Second day on which the TARGET 2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR/fifth (or other number specified under Observation Look-Back Period below) London Banking Day prior to the end of each Interest Period if SONIA)/the number of U.S. Government Securities Business Days specified under Observation Look-Back Period below prior to the end of each Interest Period if SOFR /fifth TARGET Business Day prior to the*

end of each Interest Period if €STR)

- Relevant Screen Page: [ ]
- Relevant Time: [ ]
- Relevant Location: [ ]
- [Observation Look Back] [5] London Banking Days prior to the Interest Payment Date [*include if the Reference Rate is SONIA*]  
[ ] U.S. Government Securities Business Days prior to the Interest Payment Date [*Include where Reference Rate is SOFR*]
- (iii) Party, if any, responsible for calculating the principal and/or interest due (if not the Fiscal Agent) (the “**Calculation Agent**”): [ ] [Not Applicable]
- (iv) Interest Period(s): [ ]
- (v) Specified Interest Payment Dates: [ ] in each year[, adjusted for payment purposes only in accordance with the Business Day Convention/adjusted for calculation of interest and for payment purposes in accordance with the Business Day Convention/not adjusted]
- (vi) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention/*other (provide details)*] [Unadjusted]
- (vii) Additional Business Centre(s): [ ]
- (viii) Minimum Rate of Interest: [[ ] per cent. per annum][Not Applicable]
- (ix) Maximum Rate of Interest: [[ ] per cent. per annum] [Not Applicable]
- (x) Day Count Fraction: [Actual/Actual (ISDA)]  
[Actual/Actual]  
[Actual/365 (Fixed)]  
[Actual/365 (Sterling)]  
[Actual/360]  
[30/360]  
[RBNZ Bond Basis]  
[New Zealand Government Bond Basis]  
[*other (specify)*]
- (xi) Fall back provisions, rounding provisions and any other terms relating to the method of calculating amounts payable, if different from those set out in the Conditions: [ ]

**19. Payment in Currency other than the Specified Currency:**

[Applicable: Condition [ ] applies][other][Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

[**See Condition 4G.01 and 4G.04 for provisions**



*relating to calculation of interest and rounding.*]

[See **Condition 8D** for provisions relating to payment.]

- (i) Currency of Payment: [ ] [United States Dollars]
- (ii) Rate of Exchange/method of calculating Rate of Exchange: [ ]
- Relevant Screen Page: [ ]  
(Condition 8)
- Relevant Time: [[ ] a.m. [ ] time] [ ]
- Valuation Date: [ ]
- Back-up Relevant Screen Page: [ ]  
(Condition 8)
- Relevant Location: [ ]
- Relevant Business Day: [ ]
- (iii) Party, if any, responsible for calculating amounts payable (if not the Fiscal Agent) (the “**Calculation Agent**”): [ ] [Not Applicable]
- (iv) Valuation Business Centre(s): [ ] [Not Applicable]
- (For purposes of the definition of Valuation Business Day in Condition 8D)*
- (v) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable and any other terms relating to the method of calculating amounts payable, if different from those set out in the Conditions: [ ] [Not Applicable]
- (include if not set out in or different from Condition 8D)*
- (vi) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention/[Other (provide details)] [Not Applicable]

## PROVISIONS RELATING TO REDEMPTION

### 20. Call Option

[Applicable/Not Applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

- (i) Optional Redemption Date(s): [ ]
- (ii) Optional Redemption Amount(s): [[ ] per Calculation Amount/other/see Appendix]
- (iii) If redeemable in part:

(a) Minimum Redemption Amount: [[ ] per Calculation Amount/Not Applicable]

(b) Maximum Redemption Amount: [[ ] per Calculation Amount/Not Applicable]

(iv) Notice period (if other than as set out in the Conditions): [ ] [Conditions apply]

**21. Put Option** [Applicable/Not Applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

(i) Optional Redemption Date(s): [ ]

(ii) Optional Redemption Amount(s): [[ ] per Calculation Amount/other/see Appendix

(iii) Notice period (if other than as set out in the Conditions): [ ] [Conditions apply][other]

**22. Final Redemption Amount of each Instrument** [Redemption at par/[ ] per Calculation Amount

*for payments in a currency other than the Specified Currency, include:*

[paid in the Currency of Payment as determined in accordance with Condition [8D][other]] [or set out other provisions relating to calculation of Final Redemption Amount]

**23. Early Redemption Amount** [[ ] per Calculation Amount/ Condition [ ] applies/Not Applicable]

Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default or other early redemption (if different from that set out in the Conditions):

*for payments in a currency other than the Specified Currency, include:*

[paid in the Currency of Payment as determined in accordance with Condition [8D][other]] [or set out other provisions relating to calculation of Early Redemption Amount]

## GENERAL PROVISIONS APPLICABLE TO THE INSTRUMENTS

**24. Form of Instruments:**

### **Bearer Instruments:**

[Temporary Global Instrument exchangeable for a Permanent Global Instrument which is exchangeable for Definitive Instruments in the limited circumstances specified in the Permanent Global Instrument.]

[Temporary Global Instruments exchangeable for Definitive Instruments in the limited circumstances specified in the Temporary Global Instrument.]

[Permanent Global Instrument exchangeable for Definitive Instrument in the limited circumstances specified in the Permanent Global Instrument.] *(if Instruments have an original maturity of one year or less or if the TEFRA C Rules apply the Instruments should be represented on issue by a Permanent Global Instrument)*

[[Temporary Global Instrument/ Permanent Global Instrument] exchangeable for Registered Instruments]

**Registered Instruments:**

[Global Registered Instrument registered in the name of a nominee for [a common depository for Euroclear and Clearstream, Luxembourg / a Common Safekeeper for Euroclear and/or Clearstream, Luxembourg]

[Reg. S: European Unrestricted Global Note registered in the name of a nominee for a common depository for Euroclear and Clearstream, Luxembourg]

[144A: DTC Restricted Global Note registered in the name of a custodian for The Depository Trust Company]

25. New Global Note/New Safekeeping Structure: [Yes/No]

*(If Instruments are intended to be eligible collateral for Eurosystem monetary policy and intra-day credit operations, the New Global Note/New Safekeeping Structure should be used and a "yes" election made in the section in Part B under the heading "Intended to be held in a manner which would allow Eurosystem eligibility".)*

26. Additional Financial Centre(s):

[Not Applicable/ *provide details. Note that this item relates to the date and place of payment for purposes of Condition 8, and not interest period end dates, to which items 15(ii), 16(v) and 18(xvi) relate*]

27. Talons for future Coupons to be attached to Definitive Instruments (and dates on which such Talons mature):

[Yes. As the Instruments have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made.] [No]

28. Other final terms or special conditions:

[Not Applicable/ *provide details*]

*Include any changes to Record Date for purposes of Condition 8B.03*

**PROVISIONS RELATING TO RMB DENOMINATED INSTRUMENTS:**

[Applicable/Not Applicable]

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

29. RMB Currency Event:

[Applicable/Not Applicable]

30. Spot Rate (if different from that set out in Condition 8C.06):

[Not Applicable/ *provide details*]

31. Party responsible for calculating the Spot Rate:

[*Give name (the "Calculation Agent")*]

32. Relevant Currency (if different from that set out in Condition 8C.06):

[*Specify/Not Applicable*]

33. RMB Settlement Centre(s):

[*Specify/Not Applicable*]

This Pricing Supplement comprises the final terms required for issue of the Instruments described herein pursuant to the USD30,000,000,000 Programme for the Issuance of Debt Instruments of the Issuer.

**RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

Signed on behalf of the Issuer:

By: .....

Duly authorised

## PART B – OTHER INFORMATION

### 1. LISTING AND ADMISSION TO TRADING

[Application [has been/will be/is expected to be] made by the Issuer (or on its behalf) for the Instruments to be admitted to trading on [the Euro MTF Market of the Luxembourg Stock Exchange with effect from [ ]][*other*.] [Not Applicable.]

*(Where documenting a fungible issue indicate that original Instruments are already admitted to trading.)*

### 2. RATINGS

[The Instruments [have been/are expected to be]][The Programme has been] assigned the following ratings:

[[AAA] [A-1+] by S&P Global Ratings (“**S&P**”)]

[[Aaa] [P-1] by Moody’s Investors Service Ltd. (“**Moody’s**”.)]

A rating is not a recommendation to buy, sell or hold the Instruments and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.

### 3. OPERATIONAL INFORMATION

(i) ISIN Code: [ ]

(ii) Common Code: [ ]

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

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

*(If the CFI and/or FISN is not required or requested as at the completion of the Pricing Supplement, it/they should be specified to be “Not Applicable” while if it/they are not available as at the completion of the Pricing Supplement, it/they should be specified to be “Not Available”.)*

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

(vi) Delivery: Delivery [against/free of] payment

(vii) Names and addresses of additional Paying Agent(s)/ Transfer Agent(s) /Registrar/ Exchange Agent(s) (if any): [Not Applicable][ ]

(viii) Intended to be held in a manner that [*Insert as appropriate*]:

would allow Eurosystem eligibility:

[Yes. Note that the designation “yes” simply means that the Instruments are intended upon issue to be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper)][*include this text for Registered Instruments*] and does not necessarily mean that the Instruments will be recognized as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.] *[if “yes”, the Instruments must be issued in NGN form]*

[No. While the designation is specified as “no” at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Instruments are capable of meeting them the Instruments may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper)][*include this text for Registered Instruments*]. Note that this does not necessarily mean that the Instruments will then be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

#### 4. DISTRIBUTION

Method of distribution:

[Syndicated]/[Non-syndicated]

(i) Name[s] and address[es] of [Relevant Dealer]/[Manager[s]] [and underwriting commitments]:

[ ]

(ii) Stabilising Manager(s) (if any):

[Not Applicable/give name]

(iii) U.S. Selling Restrictions:

Reg. S Compliance Category 2 [TEFRA D/TEFRA C/TEFRA Not Applicable] [144A eligible]

(iv) Prohibition of Sales to EEA Retail Investors:

[Applicable/Not Applicable]

*(If the Instruments clearly do not constitute “packaged” products or the Instruments do constitute “packaged” products and a KID will be prepared, “Not Applicable” should be specified. If the Instruments may constitute “packaged” products and no KID will be prepared, “Applicable” should be specified)*

(v) Additional Selling Restrictions:

[ ][Not Applicable]

#### 5. USE OF PROCEEDS

[The net proceeds of the issue of the Instruments shall be used for environment-related Eligible Transactions (*add detail as necessary*).] [The net proceeds of the issue of the Instruments will be used by the Issuer in furtherance of its corporate purposes.]

## TAXATION

### CANADIAN FEDERAL INCOME TAXATION

The following summary describes the principal Canadian federal income tax considerations generally applicable as of the date hereof to a beneficial owner of an Instrument acquired pursuant to this Offering Memorandum and applicable Pricing Supplement who, for the purposes of the *Income Tax Act* (Canada) (“**Tax Act**”), and at all relevant times: (i) is not resident and is not deemed to be resident in Canada, and (ii) does not use or hold and is not deemed to use or hold the Instrument in, or in the course of, carrying on a business in Canada (“**Non-resident Holder**”). Special rules which apply to non-resident insurers carrying on business in Canada and elsewhere are not discussed in this summary.

This summary is based upon: (a) the provisions of the Tax Act and the regulations thereunder (“**Regulations**”) in force on the date hereof; (b) all specific proposals to amend the Tax Act or the Regulations that have been publicly announced by, or on behalf of, the Minister of Finance for Canada prior to the date hereof (“**Tax Proposals**”), and (c) the current administrative and assessing practices and policies published by the Canada Revenue Agency. This summary assumes that the Tax Proposals will be enacted as currently proposed, but no assurance can be given that this will be the case. This summary does not take into account or anticipate any other changes in law, whether by legislative, governmental or judicial action, nor does it take into account provincial, territorial or foreign income tax considerations. No assurances can be given that changes in law or administrative practices or future court decisions will not affect the Canadian federal income tax treatment of a Non-resident Holder.

**This summary is of a general nature only, is not exhaustive of all Canadian federal income tax considerations and is not intended to be, nor should it be construed to be, legal or tax advice to any particular Non-resident Holder. Non-resident Holders are advised to consult their own tax advisers with respect to their particular circumstances.**

Interest paid or credited or deemed to be paid or credited by the Issuer to a Non-resident Holder of an Instrument will be exempt from Canadian non-resident withholding tax unless such interest or deemed interest is “**participating debt interest**” (as defined in the Tax Act). In general terms, participating debt interest means interest on an obligation all or any portion of which is contingent or dependent on the use of or production from property in Canada or that is computed by reference to revenue, profit, cash flow, commodity price or any other similar criterion or by reference to dividends paid or payable on any class or series of shares of the capital stock of a corporation.

If applicable, the normal rate of Canadian non-resident withholding tax is 25% but such rate may be reduced under the terms of an applicable income tax treaty.

Generally, there are no other Canadian federal income taxes that would be payable by a Non-resident Holder as a result of holding or disposing of an Instrument (including for greater certainty, any gain realized by a Non-resident Holder on a disposition of an Instrument).

### UNITED STATES FEDERAL INCOME TAXATION

**This disclosure is limited to the U.S. federal tax issues addressed herein. Additional issues not addressed in this disclosure could affect the U.S. federal tax treatment of the Instruments. This tax disclosure was written in connection with the promotion or marketing of the Instruments, and it is not intended to be used, and cannot be used, by any holder for the purpose of avoiding penalties that may be asserted against the holder under the Internal Revenue Code. Holders should seek their own advice based on their particular circumstances from an independent tax adviser.**

The following is a summary of certain U.S. federal income tax consequences of the acquisition, ownership and disposition of the Instruments that are held as capital assets. Because the U.S. federal income tax consequences of the acquisition, ownership and disposition of Instruments that could be issued under this Offering Memorandum may differ from that described below depending on the terms of the relevant Instrument, the Issuer will provide supplemental information as to the tax consequences of the acquisition, ownership and disposition of any Instruments not addressed herein. The applicable Pricing Supplement may contain additional or modified disclosure concerning the U.S. federal income tax consequences relevant to a particular type of Instrument. Each prospective purchaser should consult its own tax adviser regarding the consequences to it of the acquisition, ownership and disposition of Instruments.

This discussion does not cover all aspects of U.S. federal income taxation that may be relevant to, or the actual tax effect that any of the matters described herein will have on, the acquisition, ownership or



disposition of Instruments by particular investors, and does not address state, local or foreign tax laws. In particular, this summary does not discuss all of the tax considerations that may be relevant to certain types of investors subject to special treatment under the U.S. federal income tax laws (such as financial institutions, insurance companies, regulated investment companies, real estate investment trusts, individual retirement accounts and other tax-deferred accounts, tax-exempt organizations, dealers in securities or currencies, investors that will hold the Instruments as part of straddles, hedging transactions, conversion transactions, constructive sale transactions or other integrated transactions for U.S. federal income tax purposes, U.S. Holders (as defined below) whose functional currency is not the U.S. dollar and certain taxpayers who file applicable financial statements required to recognize income when the associated revenue is reflected on such financial statements). This summary does not address any U.S. federal tax consequences other than U.S. federal income tax consequences (such as the estate and gift tax, alternative minimum tax consequences, or the Medicare tax on net investment income).

The summary is based on the tax laws of the United States including the Internal Revenue Code of 1986, as amended (the “**Code**”), its legislative history, existing and proposed regulations thereunder, published rulings and court decisions, all as currently in effect and all subject to change at any time, possibly with retroactive effect. No rulings have or will be sought from the Internal Revenue Service (“**IRS**”) regarding the proper characterization of Instruments or other matters discussed below.

**THE SUMMARY OF U.S. FEDERAL INCOME TAX CONSEQUENCES SET OUT BELOW IS FOR GENERAL INFORMATION ONLY. PROSPECTIVE PURCHASERS SHOULD CONSULT THEIR OWN TAX ADVISERS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF OWNING INSTRUMENTS, INCLUDING THE APPLICABILITY AND EFFECT OF U.S. FEDERAL, STATE, LOCAL AND FOREIGN TAX LAWS AND POSSIBLE CHANGES IN TAX LAW.**

#### **General Considerations for U.S. Holders**

As used herein, the term “**U.S. Holder**” means a beneficial owner of Instruments that is for U.S. federal income tax purposes (i) a citizen or resident of the United States (ii) a corporation, or other entity treated as a corporation, created or organized under the laws of the United States or any state thereof, (iii) an estate the income of which is subject to U.S. federal income tax without regard to its source or (iv) a trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust or a trust that has validly elected to be treated as a U.S. person.

#### **Uncertainty Regarding the Characterization of Instruments**

The Instruments are complex instruments whose relevant terms may vary materially as among different series of Instruments. There may be limited authority directly applicable to the Instruments and such authority may not directly address Instruments with terms substantially similar to those of a particular Instrument. Accordingly, the proper characterization for federal income tax purposes of the Instruments may be unclear under current law.

Although the Instruments are in form debt securities, in certain cases (for example, where the investor is not legally entitled to repayment of an amount at least equal to the issue price of an Instrument or the yield is based on an index that is not a customary interest rate index), certain Instruments could be characterized as an instrument other than debt for federal income tax purposes. Under applicable authorities this determination is made based on all the facts and circumstances and the presence or absence of any one relevant factor is not determinative. As a result, alternative characterizations are possible.

Instruments characterized other than as debt, depending on their precise terms, may be properly characterized as options or collateralized options written or held by the U.S. Holder, forward contracts (including prepaid forward contracts), or some other form of derivative financial contract. If the Instrument provides for interim payments, the Instrument also may be characterized as notional principal contracts or as consisting of a unit comprised of a derivative and a separate interest-bearing deposit that collateralizes a holder’s obligations under that derivative. Alternative characterizations are also possible. The Treasury Department and IRS have released a notice requesting comments on the U.S. federal income tax treatment of prepaid forward contracts and similar instruments. The notice focuses in particular on whether to require holders of such instruments to accrue income over the term of their investment. It also asks for comments on a number of related topics, including the character of income or loss with respect to these instruments, the relevance of factors such as exchange-traded status of the instruments and the nature of the underlying property to which they are linked, and whether these investments are or should be subject to the constructive sale transaction tax consequences excluded from this discussion. Prospective

U.S. investors considering an investment in an applicable Instrument should consult their tax advisers regarding the notice and its potential implications for an investment in an applicable Instrument.

For the reasons above, the timing and character of income recognized by a holder for U.S. federal income tax purposes is uncertain and also may vary depending on the precise terms of an Instrument. Accordingly, each prospective U.S. investor is urged to consult its own tax adviser about the timing, character and source of income it will recognize as a result of acquiring, holding or disposing of an Instrument and should also consult the terms contained in the applicable Pricing Supplement which may contain additional or modified disclosure concerning the U.S. federal income tax consequences relevant to a particular type of Instrument.

The balance of the discussion below applies only to Instruments properly treated as debt for U.S. federal income tax purposes.

## **General Considerations for U.S. Holders of Instruments Characterized as Debt**

### ***Payments of Interest***

#### *General*

Interest on an Instrument, whether payable in U.S. dollars or a currency, composite currency or basket of currencies other than U.S. dollars (each, a “**foreign currency**”), other than interest that is not “qualified stated interest” (as defined below under “*Original Issue Discount — General*”), will be taxable to a U.S. Holder as ordinary income at the time it is received or accrued, depending on the holder’s method of accounting for tax purposes. Interest received or accrued by a U.S. Holder on the Instruments and Original Issue Discount (“**OID**”), if any, accrued with respect to the Instruments (as described below under “*Original Issue Discount*”) generally will constitute income from sources outside the United States for purposes of computing the foreign tax credit limitation. For foreign tax credit limitation purposes, such income will generally constitute “passive category income” or “general category income.” The rules regarding the availability of foreign tax credits are complex and U.S. Holders may be subject to various limitations thereon.

#### *Foreign Currency Denominated Interest*

If an interest payment is denominated in, or determined by reference to, a single foreign currency, the amount of income recognized by a cash basis U.S. Holder will be the U.S. dollar value of the interest payment, based on the exchange rate in effect on the date of receipt, regardless of whether the payment is in fact converted into U.S. dollars.

An accrual basis U.S. Holder may determine the amount of income recognized with respect to an interest payment denominated in, or determined by reference to, a foreign currency in accordance with either of two methods. Under the first method, the amount of income accrued will be based on the average exchange rate in effect during the interest accrual period (or, with respect to an accrual period that spans two taxable years of a U.S. Holder, the part of the period within the taxable year).

Under the second method, a U.S. Holder may elect to determine the amount of income accrued on the basis of the exchange rate in effect on the last day of the accrual period or, in the case of an accrual period that spans two taxable years, the exchange rate in effect on the last day of the part of the period within the taxable year. Additionally, if a payment of interest is actually received within five business days of the last day of the accrual period or taxable year, an electing accrual basis U.S. Holder may instead translate the accrued interest into U.S. dollars at the exchange rate in effect on the day of actual receipt. Any such election will apply to all debt instruments held by the U.S. Holder at the beginning of the first taxable year to which the election applies or thereafter acquired by the U.S. Holder, and will be irrevocable without the consent of the IRS.

Upon receipt of the interest payment (including a payment attributable to accrued but unpaid interest upon the sale or retirement of an Instrument) denominated in, or determined by reference to, a foreign currency an accrual basis U.S. Holder will recognize ordinary income or loss measured by the difference between the exchange rate used to accrue interest income pursuant to one of the two above methods and the exchange rate in effect on the date of receipt, regardless of whether the payment is in fact converted into U.S. dollars.

## **Original Issue Discount**

### *General*

The following is a summary of the principal United States federal income tax consequences of the ownership of Instruments issued with OID.

An Instrument, other than an Instrument with a term of one year or less (a "**Short-Term Instrument**"), will be treated as issued with OID (a "**Discount Instrument**") if the excess of the Instrument's "stated redemption price at maturity" over its issue price is not less than a *de minimis* amount (0.25% of the Instrument's stated redemption price at maturity multiplied by the number of complete years to its maturity). An obligation that provides for the payment of amounts other than qualified stated interest before maturity (an "**installment obligation**") will be treated as a Discount Instrument if the excess of the Instrument's stated redemption price at maturity over its issue price is not less than 0.25% of the Instrument's stated redemption price at maturity multiplied by the weighted average maturity of the Instrument. An Instrument's weighted average maturity is the sum of the following amounts determined for each payment on an Instrument (other than a payment of qualified stated interest): (i) the number of complete years from the issue date until the payment is made, multiplied by (ii) a fraction, the numerator of which is the amount of the payment and the denominator of which is the Instrument's stated redemption price at maturity. Generally, the issue price of an Instrument will be the first price at which a substantial amount of Instruments included in the issue of which the Instrument is a part is sold to persons other than bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers. The stated redemption price at maturity of an Instrument is the total of all payments provided by the Instrument that are not payments of "qualified stated interest." A qualified stated interest payment is generally any one of a series of stated interest payments on an Instrument that are unconditionally payable in cash or property (other than additional debt instruments of the Issuer) at least annually at a single fixed rate (with certain exceptions for lower rates paid during some periods), or a variable rate (in the circumstances described below under "*Variable Interest Rate Instruments*"), applied to the outstanding principal amount of the Instrument.

U.S. Holders of Discount Instruments must include OID in income calculated on a constant-yield method before the receipt of cash attributable to the income, and generally will have to include in income increasingly greater amounts of OID over the life of the Discount Instruments. The amount of OID includible in income by a U.S. Holder of a Discount Instrument is the sum of the daily portions of OID with respect to the Discount Instrument for each day during the taxable year or portion of the taxable year on which the U.S. Holder holds the Discount Instrument ("**accrued OID**"). The daily portion is determined by allocating to each day in any "accrual period" a pro rata portion of the OID allocable to that accrual period. Accrual periods with respect to an Instrument may be of any length selected by the U.S. Holder and may vary in length over the term of the Instrument as long as (i) no accrual period is longer than one year and (ii) each scheduled payment of interest or principal on the Instrument occurs on either the final or first day of an accrual period. The amount of OID allocable to an accrual period equals the excess of (a) the product of the Discount Instrument's adjusted issue price at the beginning of the accrual period and the Discount Instrument's yield to maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) over (b) the sum of the payments of qualified stated interest on the Instrument allocable to the accrual period. The "adjusted issue price" of a Discount Instrument at the beginning of any accrual period is the issue price of the Instrument increased by (x) the amount of accrued OID for each prior accrual period and decreased by (y) the amount of any payments previously made on the Instrument that were not qualified stated interest payments.

### *Acquisition Premium*

A U.S. Holder that purchases a Discount Instrument for an amount less than or equal to the sum of all amounts payable on the Instrument after the purchase date, other than payments of qualified stated interest, but in excess of its adjusted issue price (any such excess being "acquisition premium") and that does not make the election described below under "*Election to Treat All Interest as Original Issue Discount*," is permitted to reduce the daily portions of OID by a fraction, the numerator of which is the excess of the U.S. Holder's acquisition premium over the Instrument's adjusted issue price, and the denominator of which is the excess of the sum of all amounts payable on the Instrument after the purchase date, other than payments of qualified stated interest, over the Instrument's adjusted issue price.

### *Market Discount*

An Instrument, other than a Short-Term Instrument, generally will be treated as purchased at a market discount (a "**Market Discount Instrument**") if the Instrument's stated redemption price at maturity or, in

the case of a Discount Instrument, the Instrument's "revised issue price" exceeds the amount for which the U.S. Holder purchased the Instrument by at least 0.25% of the Instrument's stated redemption price at maturity or revised issue price, respectively, multiplied by the number of complete years to the Instrument's maturity (or, in the case of an Instrument that is an installment obligation, the Instrument's weighted average maturity). If this excess is not sufficient to cause the Instrument to be a Market Discount Instrument, then the excess constitutes "de minimis market discount". For this purpose, the "revised issue price" of an Instrument generally equals its issue price, increased by the amount of any OID that has accrued on the Instrument and decreased by the amount of any payments previously made on the Instrument that were not qualified stated interest payments.

Under current law, any gain recognized on the maturity or disposition of a Market Discount Instrument (including any payment on an Instrument that is not qualified stated interest) will be treated as ordinary income to the extent that the gain does not exceed the accrued market discount on the Instrument. Alternatively, a U.S. Holder of a Market Discount Instrument may elect to include market discount in income currently over the life of the Instrument. This election shall apply to all debt instruments with market discount acquired by the electing U.S. Holder on or after the first day of the first taxable year to which the election applies. This election may not be revoked without the consent of the IRS. A U.S. Holder of a Market Discount Instrument that does not elect to include market discount in income currently will generally be required to defer deductions for interest on borrowings incurred to purchase or carry a Market Discount Instrument that is in excess of the qualified stated interest and any OID on the Instrument includible in the U.S. Holder's income, to the extent that this excess interest expense does not exceed the portion of the market discount allocable to the days on which the Market Discount Instrument was held by the U.S. Holder.

Under current law, market discount will accrue on a straight-line basis unless the U.S. Holder elects to accrue the market discount on a constant-yield method. This election applies to all debt instruments with market discount held or thereafter acquired by the U.S. Holder and is irrevocable without the consent of the IRS.

#### *Election to Treat All Interest as Original Issue Discount*

A U.S. Holder may elect to include in gross income all interest that accrues on an Instrument using the constant-yield method described above under "*General*" with certain modifications. For purposes of this election, interest includes stated interest, OID, de minimis OID, market discount, de minimis market discount and unstated interest, as adjusted by any amortizable bond premium (described below under "*Instruments Purchased at a Premium*") or acquisition premium. This election will generally apply only to the Instrument with respect to which it is made and may not be revoked without the consent of the IRS. If the election to apply the constant-yield method to all interest on an Instrument is made with respect to a Market Discount Instrument, the electing U.S. Holder will be treated as having made the election discussed above under "*Market Discount*" to include market discount in income currently over the life of all debt instruments with market discount held or thereafter acquired by the U.S. Holder. U.S. Holders should consult their tax advisers concerning the propriety and consequences of this election.

#### *Variable Interest Rate Instruments*

It is expected that Instruments that provide for interest at variable rates ("**Variable Interest Rate Instruments**") generally will bear interest at a "qualified floating rate" and thus will be treated as "variable rate debt instruments" under U.S. Treasury regulations governing accrual of OID. A Variable Interest Rate Instrument will qualify as a "variable rate debt instrument" if (a) its issue price does not exceed the total noncontingent principal payments due under the Variable Interest Rate Instrument by more than a specified de minimis amount and (b) it provides for stated interest, paid or compounded at least annually, at (i) one or more qualified floating rates, (ii) a single fixed rate and one or more qualified floating rates, (iii) a single objective rate, or (iv) a single fixed rate and a single objective rate that is a qualified inverse floating rate. A Variable Interest Rate Instrument that does not meet the requirements for qualification as a "variable rate debt instrument" under the U.S. Treasury regulations generally will be treated as a "contingent payment debt instrument" for U.S. federal income tax purposes. See "*Contingent Payment Debt Instruments*" below.

A "**qualified floating rate**" is any variable rate where variations in the value of the rate can reasonably be expected to measure contemporaneous variations in the cost of newly borrowed funds in the currency in which the Variable Interest Rate Instrument is denominated. A fixed multiple of a qualified floating rate will constitute a qualified floating rate only if the multiple is greater than 0.65 but not more than 1.35. A variable rate equal to the product of a qualified floating rate and a fixed multiple that is greater than 0.65 but not more than 1.35, increased or decreased by a fixed rate, will also constitute a qualified floating rate.

In addition, two or more qualified floating rates that can reasonably be expected to have approximately the same values throughout the term of the Variable Interest Rate Instrument (e.g., two or more qualified floating rates with values within 25 basis points of each other as determined on the Variable Interest Rate Instrument's issue date) will be treated as a single qualified floating rate. Notwithstanding the foregoing, a variable rate that would otherwise constitute a qualified floating rate but which is subject to one or more restrictions such as a maximum numerical limitation (i.e., a cap) or a minimum numerical limitation (i.e., a floor) may, under certain circumstances, fail to be treated as a qualified floating rate unless the cap or floor is fixed throughout the term of the Instrument.

An "objective rate" is a rate that is not itself a qualified floating rate but which is determined using a single fixed formula and which is based on objective financial or economic information (e.g., one or more qualified floating rates or the yield of actively traded personal property). Other variable interest rates may be treated as objective rates if so designated by the IRS in the future. Despite the foregoing, a variable rate of interest on a Variable Interest Rate Instrument will not constitute an objective rate if it is reasonably expected that the average value of the rate during the first half of the Variable Interest Rate Instrument's term will be either significantly less than or significantly greater than the average value of the rate during the final half of the Variable Interest Rate Instrument's term. A "qualified inverse floating rate" is any objective rate where the rate is equal to a fixed rate minus a qualified floating rate, as long as variations in the rate can reasonably be expected to inversely reflect contemporaneous variations in the qualified floating rate. If a Variable Interest Rate Instrument provides for stated interest at a fixed rate for an initial period of one year or less followed by a variable rate that is either a qualified floating rate or an objective rate for a subsequent period and if the variable rate on the Variable Interest Rate Instrument's issue date is intended to approximate the fixed rate (e.g., the value of the variable rate on the issue date does not differ from the value of the fixed rate by more than 25 basis points), then the fixed rate and the variable rate together will constitute either a single qualified floating rate or objective rate, as the case may be.

A qualified floating rate or objective rate in effect at any time during the term of the instrument must be set at a "current value" of that rate. A "current value" of a rate is the value of the rate on any day that is no earlier than three months prior to the first day on which that value is in effect and no later than one year following that first day.

If a Variable Interest Rate Instrument that provides for stated interest at either a single qualified floating rate or a single objective rate throughout the term thereof qualifies as a "variable rate debt instrument," then any stated interest on the Instrument which is unconditionally payable in cash or property (other than debt instruments of the Issuer) at least annually will constitute qualified stated interest and will be taxed accordingly. Thus, a Variable Interest Rate Instrument that provides for stated interest at either a single qualified floating rate or a single objective rate throughout the term thereof and that qualifies as a "variable rate debt instrument" will generally not be treated as having been issued with OID unless the Variable Interest Rate Instrument is issued at a "true" discount (i.e., at a price below the Instrument's stated principal amount) not less than a specified de minimis amount. OID on a Variable Interest Rate Instrument arising from "true" discount is allocated to an accrual period using the constant yield method described above by assuming that the variable rate is a fixed rate equal to (i) in the case of a qualified floating rate or qualified inverse floating rate, the value, as of the issue date, of the qualified floating rate or qualified inverse floating rate, or (ii) in the case of an objective rate (other than a qualified inverse floating rate), a fixed rate that reflects the yield that is reasonably expected for the Variable Interest Rate Instrument.

In general, any other Variable Interest Rate Instrument that qualifies as a "variable rate debt instrument" will be converted into an "equivalent" fixed rate debt instrument for purposes of determining the amount and accrual of OID and qualified stated interest on the Variable Interest Rate Instrument. Such a Variable Interest Rate Instrument must be converted into an "equivalent" fixed rate debt instrument by substituting any qualified floating rate or qualified inverse floating rate provided for under the terms of the Variable Interest Rate Instrument with a fixed rate equal to the value of the qualified floating rate or qualified inverse floating rate, as the case may be, as of the Variable Interest Rate Instrument's issue date. Any objective rate (other than a qualified inverse floating rate) provided for under the terms of the Variable Interest Rate Instrument is converted into a fixed rate that reflects the yield that is reasonably expected for the Variable Interest Rate Instrument. In the case of a Variable Interest Rate Instrument that qualifies as a "variable rate debt instrument" and provides for stated interest at a fixed rate in addition to either one or more qualified floating rates or a qualified inverse floating rate, the fixed rate is initially converted into a qualified floating rate (or a qualified inverse floating rate, if the Variable Interest Rate Instrument provides for a qualified inverse floating rate). Under these circumstances, the qualified floating rate or qualified inverse floating rate that replaces the fixed rate must be such that the fair market value of the Variable Interest Rate Instrument as of the Variable Interest Rate Instrument's issue date is approximately the same as the fair market value of an otherwise identical debt instrument that provides for either the qualified floating rate or qualified inverse floating rate rather than the fixed rate. Subsequent to converting the fixed rate into

either a qualified floating rate or a qualified inverse floating rate, the Variable Interest Rate Instrument is converted into an “equivalent” fixed rate debt instrument in the manner described above.

Once the Variable Interest Rate Instrument is converted into an “equivalent” fixed rate debt instrument pursuant to the foregoing rules, the amount of OID and qualified stated interest, if any, are determined for the “equivalent” fixed rate debt instrument by applying the general OID rules to the “equivalent” fixed rate debt instrument and a U.S. Holder of the Variable Interest Rate Instrument will account for the OID and qualified stated interest as if the U.S. Holder held the “equivalent” fixed rate debt instrument. In each accrual period, appropriate adjustments will be made to the amount of qualified stated interest or OID assumed to have been accrued or paid with respect to the “equivalent” fixed rate debt instrument in the event that these amounts differ from the actual amount of interest accrued or paid on the Variable Interest Rate Instrument during the accrual period.

#### *Contingent Payment Debt Instruments*

Payments on an Instrument that provides for one or more contingent interest or principal payments (unless there is only a remote likelihood as of the issue date of the Instrument that these payments will be made, the amounts thereof are considered incidental and/or there is one payment schedule on the Instrument that is significantly more likely than not to occur) are generally includible in income based on an accrual schedule calculated by the Issuer on the issue date that estimates, based on available market information or the expected value of such payments on the issue date, the contingent payments reasonably expected to be made over the term of the note (a “projected payment schedule”).

To determine the accrual schedule, the Issuer must determine the yield (the “**comparable yield**”) at which it would issue a fixed rate non-contingent debt instrument with otherwise similar terms and conditions. The Issuer must then determine the projected payment schedule for the Instruments including any noncontingent payments and an amount for each contingent payment. If the projected payment schedule does not produce the comparable yield, it must be adjusted to produce the comparable yield with adjustments made first to amounts in respect of contingent payments not based on market information. The accrual schedule generally remains fixed throughout the term of the Instrument and is binding on all holders. Certain adjustments to the amount included in income are made when actual interest or principal payments differ from projected payments. Any gain upon a sale or other taxable disposition of such an Instrument generally will be taxable to a U.S. Holder as ordinary interest income rather than capital gain unless all contingencies have been resolved prior to the disposition; any loss will be ordinary loss to the extent of the interest previously included in gross income by the U.S. Holder with respect to the Instrument, and thereafter, capital loss. U.S. Holders are urged to consult their tax advisers regarding the tax treatment of contingent payments.

#### *Short-Term Instruments*

In general, a cash basis U.S. Holder of a Short-Term Instrument is not required to accrue OID (as specially defined below for the purposes of this paragraph) for United States federal income tax purposes unless it elects to do so (but may be required to include any stated interest in income as the interest is received). Accrual basis U.S. Holders and certain other U.S. Holders are required to accrue OID on Short-Term Instruments on a straight-line basis or, if the U.S. Holder so elects, under the constant-yield method (based on daily compounding). In the case of a U.S. Holder not required and not electing to include OID in income currently, any gain realized on the sale or retirement of the Short-Term Instrument will be ordinary income to the extent of the OID accrued on a straight-line basis (unless an election is made to accrue the OID under the constant-yield method) through the date of sale or retirement. U.S. Holders who are not required and do not elect to accrue OID on Short-Term Instruments will be required to defer deductions for interest on borrowings allocable to Short-Term Instruments in an amount not exceeding the deferred income until the deferred income is realized.

For purposes of determining the amount of OID subject to these rules, all interest payments on a Short-Term Instrument are included in the Short-Term Instrument’s stated redemption price at maturity. A U.S. Holder may elect to determine OID on a Short-Term Instrument as if the Short Term Instrument had been originally issued to the U.S. Holder at the U.S. Holder’s purchase price for the Short-Term Instrument. This election shall apply to all obligations with a maturity of one year or less acquired by the U.S. Holder on or after the first day of the first taxable year to which the election applies, and may not be revoked without the consent of the IRS.

## *Foreign Currency Instruments*

OID for any accrual period on a Discount Instrument that is denominated in, or determined by reference to, a single foreign currency will be determined in the foreign currency and then translated into U.S. dollars in the same manner as stated interest accrued by an accrual basis U.S. Holder, as described above under “*Payments of Interest.*” Upon receipt of an amount attributable to OID (whether in connection with a payment of interest or the sale or retirement of an Instrument), a U.S. Holder may recognize exchange gain or loss, which will be ordinary gain or loss measured by the difference between the amount received (translated into U.S. dollars at the exchange rate on the date of receipt) and the amount previously accrued.

Market Discount on an Instrument that is denominated in, or determined by reference to, a single foreign currency will be accrued by a U.S. Holder in the foreign currency. If the U.S. Holder elects to include market discount in income currently, the accrued market discount will be translated into U.S. dollars at the average exchange rate for the accrual period (or portion thereof within the U.S. Holder’s taxable year). Upon the receipt of an amount attributable to accrued market discount, the U.S. Holder will recognize ordinary gain or loss measured in the same manner as for accrued qualified stated interest or OID. A U.S. Holder that does not make this election will recognize, upon the disposition or maturity of the Instrument, the U.S. dollar value of the amount accrued, calculated at the exchange rate in effect on that date, and no part of this accrued market discount will be treated as exchange gain or loss.

### ***Instruments Purchased at a Premium***

A U.S. Holder that purchases an Instrument for an amount in excess of its principal amount, or for a Discount Instrument, its stated redemption price at maturity, may elect to treat the excess as “amortizable bond premium,” in which case the amount required to be included in the U.S. Holder’s income each year with respect to interest on the Instrument will be reduced by the amount of amortizable bond premium allocable (based on the Instrument’s yield to maturity) to that year. In the case of an Instrument that is denominated in, or determined by reference to, a foreign currency, bond premium will be computed in units of foreign currency, and amortizable bond premium will reduce interest income in units of the foreign currency. At the time amortised bond premium offsets interest income, exchange gain or loss (taxable as ordinary income or loss) is realized measured by the difference between exchange rates at that time and at the time of the acquisition of the Instruments. Any election to amortize bond premium shall apply to all bonds (other than bonds the interest on which is excludable from gross income for U.S. federal income tax purposes) held by the U.S. Holder at the beginning of the first taxable year to which the election applies or thereafter acquired by the U.S. Holder, and is irrevocable without the consent of the IRS. See also “*Original Issue Discount — Election to Treat All Interest as Original Issue Discount.*”

### ***Sale, Retirement and other Taxable Dispositions of Instruments***

A U.S. Holder’s tax basis in an Instrument will generally be its U.S. dollar cost (as defined below) increased by the amount of any OID or market discount included in the U.S. Holder’s income with respect to the Instrument and the amount, if any, of income attributable to de minimis OID and de minimis market discount included in the U.S. Holder’s income with respect to the Instrument, and reduced by (i) the amount of any payments that are not qualified stated interest payments, and (ii) the amount of any amortizable bond premium applied to reduce interest on the Instrument. The U.S. dollar cost of an Instrument purchased with a foreign currency will generally be the U.S. dollar value of the purchase price on the date of purchase or, in the case of Instruments traded on an established securities market, as defined in the applicable U.S. Treasury regulations, that are purchased by a cash basis U.S. Holder (or an accrual basis U.S. Holder that so elects), on the settlement date for the purchase.

A U.S. Holder will generally recognize gain or loss on the sale, retirement or other taxable disposition of an Instrument equal to the difference between the amount realized on the sale or retirement and the tax basis of the Instrument. The amount realized on a sale, retirement, or other taxable disposition for an amount in foreign currency will be the U.S. dollar value of this amount on the date of sale or retirement or, in the case of Instruments traded on an established securities market, as defined in the applicable U.S. Treasury regulations, sold by a cash basis U.S. Holder (or an accrual basis U.S. Holder that so elects), on the settlement date for the sale. Such an election by an accrual basis U.S. Holder must be applied consistently from year to year and cannot be revoked without the consent of the IRS. Except to the extent described above under “*Original Issue Discount—Market Discount*”, “*Original Issue Discount—Contingent Payment Debt Instruments*” or “*Original Issue Discount—Short-Term Instruments*” or attributable to accrued but unpaid interest or changes in exchange rates, gain or loss recognized on the sale, retirement, or other taxable disposition of an Instrument will be capital gain or loss and will be long-term capital gain or loss if the U.S. Holder’s holding period in the Instruments exceeds one year. Long-term capital gain is

currently taxable at a reduced rate for individuals, trusts and estates. The deductibility of capital losses is subject to significant limitations.

Gain or loss recognized by a U.S. Holder on the sale, retirement, or other taxable disposition of an Instrument that is attributable to changes in exchange rates will be treated as ordinary income or loss and is generally taken into account only to the extent of total gain or loss realized on the transaction.

Gain or loss realized by a U.S. Holder on the sale, retirement, or other taxable disposition of an Instrument generally will be U.S. source.

### ***Bearer Instruments***

A U.S. Holder of a bearer instrument that is treated as a debt obligation who is a U.S. person will be subject to the limitations under U.S. income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Code. U.S. Holders are strongly urged to consult their tax advisers about the potentially adverse consequences of acquiring, owning or disposing of an Instrument in bearer form.

### ***Exchange of Amounts in other than U.S. Dollars***

Foreign currency received as interest on an Instrument or on the sale or retirement of an Instrument will have a tax basis equal to its U.S. dollar value at the time the interest is received or at the time of the sale or retirement. Foreign currency that is purchased will generally have a tax basis equal to the U.S. dollar value of the foreign currency on the date of purchase. Any gain or loss recognized on a sale or other disposition of a foreign currency (including its use to purchase Instruments or an exchange for U.S. dollars) will be ordinary income or loss.

### ***General Considerations for U.S. Holders of Instruments Characterized other than as Debt***

#### *General*

Instruments not properly characterized as debt, depending on their precise terms, may be characterized as options or collateralized options written or held by the U.S. Holder, forward contracts (including prepaid forward contracts), or some other form of derivative financial contract including for example, if the Instrument provides for interim payments, as notional principal contracts or as consisting of a unit comprised of a derivative and a separate interest-bearing deposit that collateralizes a holder's obligations under that derivative. Alternative characterizations are also possible.

In general, in the case of an Instrument that does not provide for payments prior to maturity and is properly treated as a forward contract, variable prepaid forward contract or option contract, a U.S. Holder generally should not recognize income until maturity. Gain or loss to a holder generally would be recognized and determined when the Instrument is settled based on the difference between the amounts received under the Instrument and the holder's tax basis in the Instrument. Such gain or loss generally would be capital gain or loss. As mentioned above, however, on December 7, 2007, the Treasury Department and IRS released a notice requesting comments on the U.S. federal income tax treatment of prepaid forward contracts and similar instruments. Although it is not possible to predict the content of any future regulations or other guidance, it could alter the foregoing consequences.

An Instrument that provides not only for a single payment or settlement at maturity but also for interim payments could be treated as a notional principal contract, or as a unit comprised of an option or forward contract collateralized by an interest-bearing deposit, in which case all or a portion of the interim payments may be treated as interest on the deposit. Amounts not treated as deposit interest could still constitute ordinary income. In either case, income could be recognized in advance of maturity as ordinary income rather than taken into account in computing the gain or loss from the Instrument.

To the extent that an Instrument is treated as a "constructive ownership transaction," any gain on disposition may be treated as ordinary income and an interest charge may be imposed on a deemed underpayment of tax for each taxable year during which the Instrument was held. For purposes of determining the interest charge, gain treated as ordinary income is allocated to each such taxable year during which the Instrument was held so that the amount of gain accrued from each year to the next increases at a constant rate equal to the "applicable federal rate" (a rate published monthly by the IRS based on prevailing Treasury yields) in effect at the time the Instrument is issued.

If an Instrument is issued in circumstances in which it is not properly characterized as debt, the applicable Pricing Supplement will discuss the material U.S. federal income tax consequences in respect of such



Instrument to U.S. Holders and any special features of such Instruments including rights of the Issuer and/or the holders or attributes of the underlying references assets, if any.

### **Foreign Currency Instruments**

In the case of an Instrument denominated in a currency other than the United States dollar, all or a portion of the amount recognized may be treated as foreign currency gain or loss. Foreign currency gain or loss recognized by a U.S. Holder (generally, the gain or loss attributable to changes in value of the foreign currency relative to the dollar) would be treated as ordinary income rather than capital gain.

### **Reportable Transactions**

A U.S. taxpayer that participates in a “reportable transaction” will be required to disclose this participation to the IRS. The scope and application of these rules is not entirely clear. A U.S. Holder may be required to treat a foreign currency exchange loss from the Instruments as a reportable transaction if the loss exceeds USD50,000 in a single taxable year, if the U.S. Holder is an individual or trust, or higher amounts for other non-individual U.S. Holders. A penalty in the amount of USD10,000 in the case of a natural person and USD50,000 in any other case is generally imposed on any taxpayer that fails to timely file an information return with the IRS with respect to a transaction that is treated as a reportable transaction. In the event the acquisition, holding or disposition of Instruments constitutes participation in a “reportable transaction” for purposes of these rules, a U.S. Holder may be required to disclose its investment by filing Form 8886 with the IRS. In addition, the Issuer and its advisers may be required to maintain a list of U.S. Holders, and to furnish this list and certain other information to the IRS upon written request. Prospective purchasers are urged to consult their tax advisers regarding the application of these rules to the acquisition, holding or disposition of Instruments.

### **Taxation of Non-U.S. Holders**

As used herein, the term “**Non-U.S. Holder**” means a beneficial owner of Instruments that is neither a U.S. Holder nor a partnership for U.S. federal income tax purposes. Interest or income from other payments made or gain realized on the sale, exchange, retirement or other disposition of an Instrument by a Non-U.S. Holder will generally not be subject to U.S. federal income tax unless (i) such income is effectively connected with a trade or business conducted by the Non-U.S. Holder in the United States, or (ii) the Non-U.S. Holder has or had a current or former relationship with the United States, including a relationship as a citizen or resident thereof or based on an individual’s presence in the United States for 183 days or more in the taxable year of the applicable jurisdiction.

### **United States Backup Withholding and Information Reporting**

Payments on, and proceeds from the taxable disposition of, Instruments may be subject to U.S. backup withholding unless the Non-U.S. Holder has provided applicable certification of foreign status or otherwise establishes an exemption. Subject to the foregoing, unless the Issuer or the Paying Agent has actual knowledge or reason to know that the holder or beneficial owner, as the case may be, is a U.S. person, payments on and proceeds from the sale of the Instruments made outside the United States generally will be exempt from the U.S. backup withholding and, if made by or through a person that is not a person with certain enumerated connections with the United States, the information reporting rules. Any amounts withheld under the backup withholding rules may be allowed as a credit against the holder’s U.S. federal income tax liability, and may entitle the holder to a refund, provided that the required information is timely furnished to the IRS. Holders should consult their tax advisers regarding the application of information reporting and backup withholding to their particular situations, the availability of an exemption therefrom, and the procedure for obtaining an exemption, if available.

### **“Specified Foreign Financial Asset” Reporting**

Owners of “specified foreign financial assets” with an aggregate value in excess of USD 50,000 (and in some circumstances, a higher threshold), may be required to file an information report with respect to such assets with their U.S. federal income tax returns. “Specified foreign financial assets” generally include any financial accounts maintained by foreign financial institutions as well as any of the following, but only if they are not held in accounts maintained by financial institutions: (i) stocks and securities issued by non-U.S. persons, (ii) financial instruments and contracts held for investment that have non-U.S. issuers or counterparties and (iii) interests in foreign entities. Prospective investors should consult their tax advisers regarding the possible implications of this requirement on their investment in the Instruments.

## THE PROPOSED FINANCIAL TRANSACTIONS TAX (“FTT”)

On February 14, 2013, the European Commission published a proposal (the “**Commission Proposal**”) for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the “**participating Member States**”). However, Estonia has since stated that it will not participate.

The Commission Proposal has very broad scope and could, if introduced, apply to certain dealings in securities (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are expected to be exempt.

Under the Commission Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in Instruments where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, “established” in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State. However, the FTT proposal remains subject to negotiation between the participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate. Prospective holders of Instruments are advised to seek their own professional advice in relation to the FTT.

## **USE OF PROCEEDS**

Unless otherwise specified in the applicable Pricing Supplement, the net proceeds of the issue of each Series of Instruments will be used by the Issuer in furtherance of its corporate purposes. The net proceeds of the issue of any Series of Instruments shall, if so indicated in the applicable Pricing Supplement, be used for environment-related Eligible Transactions.

## EXPORT DEVELOPMENT CANADA

Export Development Canada (the “**Issuer**” or “**EDC**”) was established as a corporation on October 1, 1969 by the *Export Development Act* (Canada) (the “**Export Development Act**”). The Issuer is established for the purposes of supporting Canada’s export trade and Canadian capacity to engage in that trade and to respond to international business opportunities by the provision of loans, guarantees, insurance and such other agreements or undertakings necessary or desirable to fulfil such purposes.

In addition, EDC may provide support in the domestic market without the requirement for ministerial approval. In line with EDC’s export-related mandate, regulations under the *Export Development Act* allow EDC to provide domestic support (financing, guarantees and insurance) to companies that have at least 50% of their total annual sales in the export and foreign markets. EDC will also be required to ensure that its domestic transactions complement those of the Business Development Bank of Canada and private sector institutions.

In May, 2017, for the purposes of creating the Development Finance Institute of Canada (DFIC) Inc. (“**FinDev Canada**”), the Government of Canada broadened EDC’s mandate and scope of activity to include providing, directly or indirectly, development financing and other forms of development support in a manner that is consistent with Canada’s international development priorities. FinDev Canada has been established as a wholly-owned subsidiary of EDC.

The Issuer is the successor to the Export Credits Insurance Corporation which commenced operations in 1944. Activities were originally limited to insuring Canadian exporters against non-payments of credits extended to foreign buyers. To further enhance Canada’s growing export trade, the Issuer introduced an export loans program, a foreign investment guarantees program and a surety risk protection insurance program.

The Issuer is a corporation having, as at December 31, 2018 an authorised capital of CAD3,000,000,000 divided into 30,000,000 shares having a par value of CAD100 each. At the date of this document, such shares, of which 13,332,000 shares having an aggregate paid-in amount of CAD1,333,200,000 are in issue as at December 31, 2018, may only be subscribed by the Minister for International Trade, are not transferable and, pursuant to Section 11(3) of the *Export Development Act*, are to be held in trust for Her Majesty. The principal executive offices of the Issuer are at 150 Slater Street, Ottawa, Ontario, Canada K1A 1K3, telephone number: +1 613 598 2500.

The necessary authority of Parliament for the borrowing of money and the issuance of securities is contained in the *Export Development Act*. The *Export Development Act* further provides that the Issuer is for all purposes an agent of Her Majesty in right of Canada. The payment of all moneys borrowed by the Issuer and interest thereon and of the principal of and interest on all securities issued by the Issuer is a charge on and payable out of the Consolidated Revenue Fund of Canada under the *Financial Administration Act* (Canada). The Consolidated Revenue Fund is the aggregate of all public moneys, such as tax revenues, which are on deposit to the credit of the Receiver General for Canada. The Receiver General is the public officer who receives or collects public moneys for and on behalf of Canada.

The Issuer’s borrowing power, which is exercisable by senior officers of the Issuer appointed under a Standing Resolution Authorizing the Issuance of Debt Instruments adopted by the Board of Directors of the Issuer, as amended from time to time (“**Borrowing Resolution**”), is subject to the limitation provided for in the *Export Development Act* that the aggregate amount of its borrowings (including any borrowings from the Consolidated Revenue Fund) outstanding at any time may not exceed an amount equal to fifteen times the aggregate of its paid-in capital plus its retained earnings, if any, for the previous year’s audited financial statements and is subject to the Borrowing Resolution, in accordance with which the Issuer must obtain the approval (which may be given in respect of a specified transaction or a specified class of transactions) of the Minister of Finance of Canada under the *Financial Administration Act*. Borrowing by the Issuer is also subject to the overall cap on borrowings by the Minister of Finance; by issue and sale of Canada Mortgage Bonds that are guaranteed by Canada Mortgage and Housing Corporation; and by way of issue and sale of securities or otherwise by agent corporations (including EDC) set out in section 4 of the *Borrowing Authority Act* (Canada).

## Financial Information

The information in the following tables was prepared in accordance with IFRS and is extracted from the financial statements contained in the 2018 Annual Report of the Issuer incorporated by reference in this Offering Memorandum, which financial statements are audited by the Auditor General of Canada.

### CONSOLIDATED STATEMENT OF FINANCIAL POSITION

| <i>as at December 31</i><br><i>(in millions of Canadian dollars)</i> | <b>2018</b>     | 2017     |
|--|-----------------|----------|
| <b>Assets</b>  |                 |          |
| Cash   | <b>170</b>      | 157      |
| Marketable securities  | <b>13,119</b>   | 8,057    |
| Derivative instruments   | <b>256</b>      | 315      |
| Assets held for sale   | <b>13</b>       | 34       |
| Loans receivable   | <b>54,566</b>   | 51,127   |
| Allowance for losses on loans  | <b>(820)</b>    | (1,363)  |
| Investments  | <b>1,342</b>    | 1,124    |
| Recoverable insurance claims   | <b>35</b>       | 65       |
| Reinsurers' share of premium and claims liabilities                  | <b>150</b>      | 103      |
| Other assets   | <b>170</b>      | 138      |
| Retirement benefit assets  | <b>92</b>       | 69       |
| Property, plant and equipment  | <b>50</b>       | 54       |
| Intangible assets  | <b>110</b>      | 106      |
| Building under finance lease   | <b>127</b>      | 134      |
| <b>Total Assets</b>  | <b>\$69,380</b> | \$60,120 |
| <b>Liabilities and Equity</b>  |                 |          |
| Accounts payable and other credits                                   | <b>226</b>      | 123      |
| Loans payable  | <b>55,448</b>   | 47,114   |
| Derivative instruments   | <b>1,971</b>    | 1,690    |
| Obligation under finance lease                                       | <b>150</b>      | 154      |
| Retirement benefit obligations                                       | <b>172</b>      | 185      |
| Allowance for losses on loan commitments                             | <b>20</b>       | 14       |
| Premium and claims liabilities                                       | <b>890</b>      | 608      |
| Loan guarantees  | <b>158</b>      | 192      |
| <b>Total Liabilities</b>   | <b>59,035</b>   | 50,080   |
| Share capital  | <b>1,333</b>    | 1,333    |
| Retained earnings  | <b>9,012</b>    | 8,707    |
| <b>Total Equity</b>  | <b>10,345</b>   | 10,040   |
| <b>Total Liabilities and Equity</b>                                  | <b>\$69,380</b> | \$60,120 |

**CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME**

| <i>for the year ended December 31<br/>(in millions of Canadian dollars)</i> | <b>2018</b>  | 2017    |
|---|--------------|---------|
| <b>Financing and investment revenue:</b>                                    |              |         |
| Loan  | <b>2,207</b> | 1,915   |
| Marketable securities   | <b>257</b>   | 93      |
| Investments   | <b>9</b>     | 9       |
| Total financing and investment revenue                                      | <b>2,473</b> | 2,017   |
| Interest expense  | <b>1,219</b> | 715     |
| Financing related expenses  | <b>33</b>    | 45      |
| <b>Net Financing and Investment Income</b>                                  | <b>1,221</b> | 1,257   |
| <b>Loan Guarantee Fees</b>  | <b>48</b>    | 43      |
| Insurance premiums and guarantee fees                                       | <b>243</b>   | 239     |
| Reinsurance ceded   | <b>(39)</b>  | (39)    |
| <b>Net Insurance Premiums and Guarantee Fees</b>                            | <b>204</b>   | 200     |
| <b>Other (Income) Expense</b>   | <b>(98)</b>  | 34      |
| <b>Administrative Expenses</b>  | <b>497</b>   | 431     |
| <b>Income before Provision and Claims-Related Expenses</b>                  | <b>1,074</b> | 1,035   |
| <b>Reversal of Provision for Credit Losses</b>                              | <b>(11)</b>  | (119)   |
| <b>Claims-Related Expenses</b>  | <b>255</b>   | 157     |
| <b>Net Income</b>   | <b>830</b>   | 997     |
| Other comprehensive income:<br>Retirement benefit plans remeasurement       | <b>44</b>    | 66      |
| <b>Comprehensive Income</b>   | <b>\$874</b> | \$1,063 |

## **CANADA**

### **GENERAL INFORMATION**

A description of Canada, including its area and population and form of government, can be found at pages 3-4 in Exhibit D to the Form 18-K of Canada and filed with the United States Securities and Exchange Commission on December 18, 2019 (the "**Form 18-K**"), which is incorporated by reference herein.

### **THE CANADIAN ECONOMY**

A description of the Canadian economy, including gross domestic product, gross domestic income and expenditure, economic developments, the balance of international payments, debt maturity and foreign exchange and international reserves can be found at pages 5-15, 21-23, 29 and 32-47 in the Form 18-K, which is incorporated by reference herein.

### **DEBT RECORD**

Canada has always paid the full face amount of the principal and interest on every direct obligation issued by it and every indirect obligation on which it has been required to implement its guarantee, promptly when due. During war, where such payment would have violated laws or regulations forbidding trading with the enemy, payment was made to a custodian of enemy property.

### **GOVERNMENT FINANCES**

A description of government finances, including fiscal policy can be found at pages 16-20 and 24-25 in the Form 18-K, which is incorporated by reference herein.

### **CLAIMS AND OTHER**

Information on claims and other contingent liabilities can be found at page 31 in the Form 18-K, which is incorporated by reference herein.

Except as set out in the Form 18-K, there are no governmental, legal, or arbitration proceedings (including any such proceedings which are pending or threatened of which Canada is aware), during a period covering the 12-month period preceding the date of this Offering Memorandum which may have, or have had in the recent past, significant effects on Canada's financial position.

## SUBSCRIPTION AND SALE

Subject to the restrictions set forth below, Instruments may be sold in a repeated manner by the Issuer from time to time to any person. The form and terms and conditions of the relevant Instruments, their purchase price and any commissions or deductibles payable or allowable by the Issuer in respect of their purchase will be as agreed between the Issuer and the relevant purchaser(s) (each, a “**Purchaser**”) at or prior to the time of issuance of the relevant Tranche. Save as otherwise agreed to the contrary between the Issuer and the Purchaser at or prior to that time, the purchase of the relevant Instruments will be upon the terms set out in a pro forma purchase agreement (the “**Purchase Agreement**,” which expression shall include any amendments or supplements thereto) which has been signed by the Issuer for the purposes of identification, a copy of which is available for inspection at the specified office of each of the Paying Agents, the Principal Registrar, the First Alternative Registrar and the Second Alternative Registrar and at the registered office of the Issuer.

*The United States of America*

*Regulation S Category 2; TEFRA D; Rule 144A eligible if so specified in the applicable Pricing Supplement*

Instruments 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 that Instruments in registered form may be offered or sold to Qualified Institutional Buyers (as defined in Rule 144A under the Securities Act) in reliance on the exemption from the registration requirements of the Securities Act provided by Rule 144A. Terms used in the preceding sentence have the meanings given to them by Regulation S under the Securities Act.

Instruments in bearer form are subject to United States tax law requirements and may not be offered, sold or delivered within the United States or its possession or to U.S. persons, except in certain transactions. Terms used in the preceding sentence have the respective meanings given to them by the Code and regulations thereunder.

In addition, until forty days after the commencement of the offering of Instruments comprising any Tranche, any offer or sale of Instruments within the United States by a purchaser (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A under the Securities Act.

Each Purchaser of Instruments in registered form in the United States will, by its purchase of such Instruments, be deemed to have made the representations and agreements set forth under “*Transfer Restrictions – Rule 144A/Restricted Notes*”.

The Purchase Agreement requires each Purchaser to represent and agree that, except as permitted by the Purchase Agreement, it has not offered, sold or delivered and will not offer, sell or deliver Instruments, (i) as a part of their distribution at any time, or (ii) otherwise until forty days after the completion of the distribution of the Instruments comprising the relevant Tranche, as certified to the Fiscal Agent or the Issuer by such Purchaser (or, in the case of a sale of a Tranche of Instruments to or through more than one Purchaser, by each of such Purchasers as to Instruments of such Tranche purchased by or through it, in which case the Fiscal Agent or the Issuer shall notify each such Purchaser when all such Purchasers have so certified) (referred to as the “distribution compliance period”) within the United States or to or for the account or benefit of U.S. persons, and such Purchaser will have sent to each purchaser to which it sells Instruments during the distribution compliance period relating thereto a confirmation or other notice setting forth the restrictions on offers and sales of the Instruments within the United States or to or for the account or benefit of U.S. persons. The Purchase Agreement also requires that each Purchaser represent and agree that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to the Instruments and, except as permitted by the Purchase Agreement, that they have complied and shall comply with the offering restrictions requirements and Regulation S under the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

In the event that the Purchase Agreement permits offers and sales pursuant to Rule 144A, the Purchase Agreement will require each Purchaser to represent and agree that neither it nor any of its affiliates (as defined in Rule 501(b) of Regulation D under the Securities Act), nor any person acting on its or their behalf has engaged in or will engage in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with the offer and sale of the Instruments pursuant to Rule 144A in the United States.



Furthermore, each Tranche of Instruments may also be subject to such further United States selling restrictions as the Issuer and the relevant Purchaser(s) may agree.

#### *Prohibition of Sales to EEA Retail Investors*

Unless the Pricing Supplement in respect of any Instruments specifies “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, each Purchaser of Instruments will be required to represent, warrant and agree that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Instruments which are the subject of the offering contemplated by this Offering Memorandum as completed by the applicable Pricing Supplement in relation thereto to any retail investor in the EEA. For the purposes of this provision:

- (a) the expression “**retail investor**” means a person who is one (or more) of the following:
  - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or
  - (ii) a customer within the meaning of Directive 2016/97/EU, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
  - (iii) not a qualified investor as defined in the Prospectus Regulation; and
- (b) the expression “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Instruments to be offered so as to enable an investor to decide to purchase or subscribe the Instruments.

#### *Public Offer Selling Restriction under the Prospectus Regulation*

If the applicable Pricing Supplement specifies “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, in relation to each Member State of the European Economic Area each Purchaser of Instruments will be required to represent, warrant and agree that it has not made and will not make an offer of Instruments which are the subject of the offering contemplated by this Offering Memorandum as completed by the Pricing Supplement in relation thereto to the public in that Member State except that it may make an offer of such Instruments to the public in that Member State:

- (i) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (ii) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the Purchaser or Purchasers nominated by the Issuer for any such offer; or
- (iii) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Instruments referred to above shall require the Issuer or any Purchaser to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an “**offer of Instruments to the public**” in relation to any Instruments in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Instruments to be offered so as to enable an investor to decide to purchase or subscribe for the Instruments.

#### *United Kingdom*

The Purchase Agreement requires that each relevant Purchaser has represented and agreed that:

- (i) in relation to any Instruments which have a maturity of less than one year, (a) 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 (b) it has not offered or sold and will not offer or sell any Instruments other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business 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 Instruments would otherwise constitute a contravention of section 19 of FSMA by the Issuer;

- (ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Instruments in circumstances in which Section 21(1) of the FSMA would not apply to the Issuer; and
- (iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Instruments in, from or otherwise involving the United Kingdom.

#### *Prohibition of Sales to Belgian Consumers*

The Purchase Agreement requires that each relevant Purchaser has represented and agreed that an offering of Instruments may not be advertised to any individual in Belgium qualifying as a consumer within the meaning of Article I.1 of the Belgian Code of Economic Law, as amended from time to time (a “**Belgian Consumer**”) and that it has not offered, sold or resold, transferred or delivered, and will not offer, sell, resell, transfer or deliver, the Instruments, and that it has not distributed, and will not distribute, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Instruments, directly or indirectly, to any Belgian Consumer.

#### *Japan*

The Instruments 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**”). Accordingly, each Purchaser 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 Instruments in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act. No. 228 of 1949, as amended) or to others for re-offering or re-sale, 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 other relevant laws, regulations and ministerial guidelines of Japan.

#### *Switzerland*

The Purchase Agreement requires the relevant Purchaser to have agreed that it (a) will only offer or sell Instruments in Switzerland in compliance with all applicable laws and regulations in force in Switzerland and (b) will to the extent necessary, obtain any consent, approval or permission required, if any, for the offer or sale by it of Instruments under the laws and regulations in force in Switzerland.

In particular, each Purchaser is required to agree that it will make sure that its selling and/or marketing of the Instruments does not qualify as a “public offering” in the meaning of Art. 1156 Para. 1 of the Swiss Code of Obligations or any other applicable Swiss laws, regulations, rules, codes and practices of any nature whatsoever. Further, each Purchaser is required to agree that any issue of Instruments denominated in Swiss Francs will be in compliance with the Directive on Notes of Foreign Borrowers of May 2001 of the Swiss Bankers Association.

In Switzerland, this Offering Memorandum is not intended to constitute an offer or solicitation to purchase or invest in Instruments described herein. The Instruments may not be publicly offered, sold or advertised, directly or indirectly, in, into or from Switzerland and will not be listed on the SIX Swiss Exchange or on any other exchange or regulated trading facility in Switzerland. Neither this Offering Memorandum nor any other offering or marketing material relating to the Instruments constitutes a prospectus as such term is understood pursuant to article 625a or article 1156 of the Swiss Code of Obligations, and neither this Offering Memorandum nor any other offering or marketing material relating to the Instruments may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this Offering Memorandum nor any other offering or marketing material relating to the offering of the Instruments has been or will be filed with or approved by any Swiss regulatory authority. The Instruments do not constitute a participation in a collective investment scheme in the meaning of the Swiss Collective Investment Schemes Act and are not subject to the approval of, or supervision by, any Swiss regulatory authority, such as the Swiss Financial Markets Supervisory Authority (FINMA), and investors in the Instruments will not benefit from protection or supervision by any Swiss regulatory authority.

## *Singapore*

Each Purchaser will be required to acknowledge that this Offering Memorandum has not been registered as a prospectus with the Monetary Authority of Singapore (the “MAS”). Accordingly, each Purchaser will be required to represent and agree that it has not offered or sold any Instruments or caused such Instruments to be made the subject of an invitation for subscription or purchase and will not offer or sell such Instruments or cause such Instruments to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Offering Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of such Instruments, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289 of Singapore) (as modified or amended from time to time, the “SFA”) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where Instruments are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (i) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) 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
- (ii) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2 (1) of the SFA) of that corporation or the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Instruments pursuant to an offer made under Section 275 of the SFA except:

- (a) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (b) where no consideration is or will be given for the transfer;
- (c) where the transfer is by operation of law;
- (d) as specified in Section 276(7) of the SFA; or
- (e) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

### **Notification under Section 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore -**

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

## *Hong Kong*

Each Purchaser will be required to represent and agree that:

- (i) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Instruments other than (a) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the “SFO”) and any rules made under the SFO; or (b) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions Ordinance (Cap. 32) of Hong Kong (the “C(WUMP)O”) or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and

- (ii) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Instruments, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Instruments which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the SFO and any rules made under the SFO.

#### *People’s Republic of China*

Each Purchaser will be required to represent and agree that the Instruments are not being offered or sold and may not be offered or sold, directly or indirectly, in the People’s Republic of China (for such purposes, not including the Hong Kong and Macau Special Administrative Regions or Taiwan), except as permitted by the securities laws of the People’s Republic of China.

#### *Brazil*

The Instruments may not be offered or sold to the public in Brazil and the offering of the Instruments has not been submitted to the Brazilian Securities and Exchange Commission (Comissão de Valores Mobiliários, the “CVM”) for approval. Each Purchaser is required to represent and agree that the documents relating to such offering, as well as the information contained therein, may not be supplied to the public as a public offering in Brazil or be used in connection with any offer for subscription or sale to the public in Brazil.

#### *India*

Each Purchaser will be required to represent and agree that it has not offered or sold and will not offer or sell in India, by means of any document, any Instruments in circumstances which would constitute an offering to the public within the meaning of the Companies Act, 2013; and that any document by means of which it offers the Instruments will not be generally distributed or circulated in India and will be for the sole consideration and exclusive use of the persons permitted to acquire Instruments under Indian law to whom it is issued. This Offering Memorandum is strictly personal to the recipient and neither this Offering Memorandum nor the offering of Instruments is calculated to result, directly or indirectly, in the Instruments becoming available for subscription or purchase by persons other than those receiving the invitation or offer.

The Instruments have not been approved by the Securities and Exchange Board of India, Reserve Bank of India or any other regulatory authority of India, nor have the foregoing authorities approved this Offering Memorandum or confirmed the accuracy or determined the adequacy of the information contained in this Offering Memorandum. This Offering Memorandum has not been and will not be registered as a prospectus or a statement in lieu of prospectus with the Registrar of Companies in India.

Prospective investors must seek legal advice as to whether they are entitled to subscribe to the Instruments and must comply with all relevant Indian laws in this respect. Each investor is deemed to have acknowledged and agreed that it is eligible to invest in the Instruments under applicable laws and regulations and that it is not prohibited under any law or regulation in India from acquiring, owning or selling the Instruments.

#### *New Zealand*

No action has been taken to permit the Instruments to be directly or indirectly offered or sold to any retail investor, or otherwise under any regulated offer, in terms of the Financial Markets Conduct Act 2013 of New Zealand (the “FMC Act”). In particular, no product disclosure statement under the FMC Act has been or will be prepared or lodged in New Zealand in relation to the Instruments.

Without limitation, no person may (directly or indirectly) offer, sell or transfer the Instruments in New Zealand, or distribute or publish in New Zealand any product disclosure statement, offering material or advertisement in relation to any offer of Instruments, to any person in New Zealand except:

- (1) to wholesale investors within the meaning of clauses 3(2)(a), (c) or (d) of Schedule 1 to the FMC Act, being a person who is:
  - (a) an “investment business”;

(b) “large”; or

(c) a “government agency”

in each case as defined in Schedule 1 to the FMC Act; or

- (2) to wholesale investors within the meaning of clause 3(3)(b)(i) of Schedule 1 to the FMC Act in other circumstances where there is no contravention of the FMC Act,

provided (for the avoidance of doubt) that Instruments may not be offered or transferred to any “eligible investor” (as defined in clause 41 of Schedule 1 to the FMC Act) or to any person who, under clause 3(2)(b) of Schedule 1 to the FMC Act, meets the investment activity criteria specified in clause 38 of that Schedule.

#### *Turkey*

The Instruments (or beneficial interest therein) shall not be offered or sold in Turkey in any circumstances which would constitute an offer to the public within the meaning of the Capital Markets Law No 6362 and no prospectus, and other offering material related to the offering may be utilised in connection with any general offering to the public within Turkey for the purpose of the offer or sale of the Instruments without prior approval of the Capital Markets Board of Turkey. Pursuant to Article 15(d)(ii) of Decree No. 32 regarding the protection of the value of the Turkish currency, residents of Turkey may purchase the Instruments, provided that (i) such Instruments are traded in the financial markets outside of Turkey; (ii) such purchase is made through licensed banks and/or licensed brokerage institutions in Turkey; and (iii) the consideration of the purchase of such Instruments has been or will be transferred through licensed banks operating in Turkey.

#### *General*

No action has been or will be taken in any country or jurisdiction by the Issuer that would permit a public offering of Instruments, or possession or distribution of any offering material in relation thereto, in any country or jurisdiction where action for that purpose is required. Persons into whose hands this Offering Memorandum comes are required by the Issuer to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver Instruments or have in their possession or distribute this document on such offering material, in all cases at their own expense.

The Purchase Agreement provides that Purchasers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of a change or changes in official interpretation of or a change or changes in applicable laws and regulations, after the date of the Purchase Agreement, no longer be applicable.

Purchasers will be required to comply with such other additional restrictions as the Issuer and the relevant Purchaser shall agree in writing.

## TRANSFER RESTRICTIONS

### **Rule 144A/Restricted Notes**

Each purchaser of Instruments in the form of Restricted Notes pursuant to Rule 144A, by accepting delivery of this Offering Memorandum and any applicable Pricing Supplement, will be deemed to have represented, agreed and acknowledged that:

- (1) It is purchasing the Instruments for its own account or an account with respect to which it exercises sole investment discretion and it and any such account is a Qualified Institutional Buyer, and is aware that the sale to it is being made in reliance on Rule 144A.
- (2) The Instruments have not been registered under the Securities Act or with any securities regulatory authority of any jurisdiction and may not be offered, sold, pledged or otherwise transferred within the United States or to, or for the account or benefit of U.S. persons, except as set forth below.
- (3) It understands and agrees that Instruments initially offered in the United States to Qualified Institutional Buyers will be represented by 144A Global Notes.
- (4) It agrees that it will not offer, resell, pledge or otherwise transfer any of such Instruments except (A) to the Issuer or a Purchaser, (B) within the United States to a Qualified Institutional Buyer in a transaction complying with Rule 144A, (C) outside the United States, in compliance with Rule 903 or 904 of Regulation S under the Securities Act, (D) pursuant to the exemption from registration provided by Rule 144 under the Securities Act (if available) or (E) pursuant to an effective registration statement under the Securities Act.
- (5) It agrees that it will give to each person to whom it resells, pledges or transfers the Instruments notice of any restrictions on transfer of such Instruments.
- (6) It acknowledges that prior to any proposed resale, pledge or transfer of Instruments to a person who takes delivery in the form of an interest in an Unrestricted Global Note of the same Series, the Holder of such Instruments will be required to provide certifications relating to the manner of such transfer.
- (7) It acknowledges that the Issuer, the Purchaser(s) and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of the acknowledgments, representations or agreements deemed to have been made by its purchase of the Instruments are no longer accurate, it shall promptly notify the Issuer and the Purchaser(s). If it is acquiring the Instruments as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such account and it has full power to make the foregoing acknowledgments, representations and agreements on behalf of each account.
- (8) Set forth below is a form of legend which will appear on the face of the Restricted Notes and which will be used to notify transferees of the foregoing restrictions on transfer. Additional copies of such notice may be obtained from the Fiscal Agent.

“THIS INSTRUMENT HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) OR ANY OTHER SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THIS NOTE, AGREES FOR THE BENEFIT OF EXPORT DEVELOPMENT CANADA (THE “ISSUER”) THAT THIS NOTE MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (1) TO THE ISSUER, (2) SO LONG AS THIS INSTRUMENT IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE U.S. SECURITIES ACT (“RULE 144A”), TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A) IN ACCORDANCE WITH RULE 144A, (3) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, (4) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 UNDER THE U.S. SECURITIES ACT (IF AVAILABLE) OR (5) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT, AND IN EACH OF SUCH CASES IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER APPLICABLE JURISDICTION. THE HOLDER HEREOF, BY PURCHASING THIS NOTE, REPRESENTS AND AGREES FOR THE BENEFIT OF THE ISSUER THAT IT WILL NOTIFY ANY PURCHASER OF

THIS SECURITY FROM IT OF THE RESALE RESTRICTIONS REFERRED TO ABOVE.”

Any additional transfer restrictions on the Instruments shall be set forth in the relevant Instrument.

**Regulation S Notes/Unrestricted Notes**

Each purchaser of Instruments outside the United States pursuant to Regulation S and each subsequent purchaser of such Instruments in resales prior to the expiration of the distribution compliance period (as used in “*Subscription and Sale*”), by accepting delivery of this Offering Memorandum and the Instruments, will be deemed to have represented, agreed and acknowledged that:

(1) It is, or at the time Instruments are purchased will be, the beneficial owner of such Instruments and (a) it is not a U.S. person and it is located outside the United States (in each case, within the meaning of Regulation S) and (b) it is not an affiliate of the Issuer or a person acting on behalf of such an affiliate.

(2) It understands that such Instruments have not been and will not be registered under the Securities Act and that, prior to the expiration of the distribution compliance period, it will not offer, sell, pledge or otherwise transfer such Instruments except (a) in accordance with Rule 144A under the Securities Act to a person that it and any person acting on its behalf reasonably believe is a Qualified Institutional Buyer purchasing for its own account or the account of a Qualified Institutional Buyer or (b) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S, in each case in accordance with any applicable securities laws of any State of the United States.

(3) It understands that such Instruments, unless otherwise determined by the Issuer in accordance with applicable law, will bear a legend to the following effect:

“THIS INSTRUMENT HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 AS AMENDED (THE “SECURITIES ACT”). THIS INSTRUMENT IS BEING OFFERED OUTSIDE THE UNITED STATES AND, PRIOR TO THE EXPIRATION OF THE 40-DAY DISTRIBUTION COMPLIANCE PERIOD (AS DEFINED IN REGULATION S (“REGULATION S”) UNDER THE SECURITIES ACT), THIS SECURITY MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES (AS DEFINED IN REGULATION S) OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON (AS DEFINED IN REGULATION S), EXCEPT TO A PERSON REASONABLY BELIEVED TO BE A “QUALIFIED INSTITUTIONAL BUYER” (AS DEFINED IN RULE 144A (“RULE 144A”) UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A AND THE FISCAL AGENCY AGREEMENT REFERRED TO HEREIN.”

(4) It understands that the Issuer, the Registrar, the Purchaser(s) and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements.

(5) It understands that Instruments in registered form offered in reliance on Regulation S will be represented by an Unrestricted Global Note. Prior to the expiration of the distribution compliance period, before any interest in a Restricted Global Registered Note may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in an Unrestricted Global Registered Note of the same Series, it will be required to provide a Transfer Agent with a written certification (in the form provided in the Fiscal Agency Agreement) as to compliance with applicable securities laws.

## GENERAL INFORMATION

1. The issuance of Instruments under this Programme is subject to the approval of the Minister of Finance of Canada. The terms and conditions of each Pricing Supplement shall be approved by senior officers of the Issuer appointed under the Borrowing Resolution.
2. From the date of this document and for the period of 12 months following the date of this Offering Memorandum, copies of this Offering Memorandum, together with any supplements hereto and all documents incorporated herein or therein by reference may be obtained from the Investor Relations page on the Issuer's website at [www.edc.ca](http://www.edc.ca), save that:
  - (a) copies of EDC's annual report on Form 18-K and amendments thereto may be obtained from the SEC website at [www.sec.gov/edgar/searchedgar/companysearch.html](http://www.sec.gov/edgar/searchedgar/companysearch.html) under the name of Export Development Canada; and
  - (b) copies of Canada's annual report on Form 18-K and amendments thereto may be obtained from the SEC website at [www.sec.gov/edgar/searchedgar/companysearch.html](http://www.sec.gov/edgar/searchedgar/companysearch.html) under the name of Canada.
3. From the date of this document and for the period of 12 months following the date of this Offering Memorandum, copies of the following documents may be inspected during normal business hours at the registered office of the Issuer and the specified office of the Fiscal Agent, namely:
  - the *Export Development Act (Canada)*, the *Financial Administration Act (Canada)* and the *Borrowing Authority Act (Canada)*;
  - the By-Law of the Issuer and the Borrowing Resolution;
  - this Offering Memorandum;
  - the Fiscal Agency Agreement;
  - the pro forma Purchase Agreement; and
  - the Deed of Covenant.
4. The Instruments have been accepted for clearance through Euroclear and Clearstream, Luxembourg, which are the entities in charge of keeping the records in respect of the Instruments. The appropriate common code and International Securities Identification Number in relation to the Instruments of each Series and the relevant identification number(s) of any other clearing system as shall have accepted the relevant Instruments for clearance will be specified in the Pricing Supplement relating thereto. If the Instruments are to clear through an additional or alternative clearing system, the appropriate information will be specified in the applicable Pricing Supplement. The address of Euroclear is 3 Boulevard du Roi Albert II, B.1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue J. F. Kennedy, L-1855 Luxembourg.
5. The price and amount of Instruments to be issued under the Programme will be determined by the Issuer and the relevant Purchaser(s) at the time of issue in accordance with prevailing market conditions.
6. Bearer Instruments (other than Temporary Global Instruments) 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 Instruments or Coupon generally will not be allowed to deduct any loss realised on the sale, exchange or redemption of such Bearer Instruments 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.
7. Settlement arrangements will be agreed between the Issuer, the relevant Purchaser(s) and the Fiscal Agent or, as the case may be, the Registrar in relation to each Tranche of Instruments.



8. The Issuer has no intention to provide any post-issuance information in relation to any issue of Instruments.
9. The Programme is the subject of a legal opinion, given on the date of this document to the Issuer, by internal Legal Counsel to the Issuer.
10. There has been no significant change to the information set out under the heading "*Export Development Canada — Financial Information*" on pages 94-95 hereof which has occurred since December 31, 2018.
11. There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), during the period covering the 12-month period preceding the date of this Offering Memorandum which may have, or have had in the recent past, significant effects on the Issuer's financial position.
12. The Instruments constitute direct, unconditional obligations of the Issuer and as such constitute direct and unconditional obligations of Her Majesty in right of Canada. Payments of principal of and interest on the Instruments are a charge on and payable out of the Consolidated Revenue Fund of Canada. The Consolidated Revenue Fund is the aggregate of all public moneys, such as tax revenues, which are on deposit to the credit of the Receiver General for Canada (the public officer who receives or collects public moneys for and on behalf of Canada). The Holders of Instruments may enforce payment against Her Majesty in right of Canada by suit in the Federal Court of Canada or a provincial court of competent jurisdiction, no governmental or other consent being required for such enforcement. A judgement obtained in an action brought against Her Majesty in right of Canada is not capable of being enforced by execution, but is payable out of the Consolidated Revenue Fund of Canada.
13. The Auditor General of Canada audits the public accounts of Canada and the annual financial statements of the Issuer.

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