

# Information Memorandum



## A\$2,000,000,000 Debt Issuance Programme

Issuer

**QNB Finance Ltd**

*(an exempted company incorporated in the Cayman Islands with limited liability)*

Guarantor

**Qatar National Bank S.A.Q.**

*(incorporated as a Qatari Shareholding Company in Qatar)*

Arranger

**Australia and New Zealand Banking Group Limited**

Dealers

**Australia and New Zealand Banking Group Limited**

**Deutsche Bank AG, Sydney Branch**

**QNB Capital LLC**

The date of this Information Memorandum is 7 April 2016

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# Important Notice

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## Introduction

This Information Memorandum relates to a debt issuance programme (“**Programme**”) established by Qatar National Bank S.A.Q. (“**Guarantor**”) and QNB Finance Ltd (“**Issuer**”) for the purposes of issuing medium term notes (“**Notes**”) up to a maximum amount of A\$2,000,000,000 (or its equivalent in other currencies and as that amount may be increased from time to time). The Notes will be unconditionally and irrevocably guaranteed (“**Guarantee**”) by the Guarantor.

**Neither the Issuer nor the Guarantor is a bank or authorised deposit-taking institution which is authorised under the Banking Act 1959 of Australia. The Notes are not guaranteed by the Commonwealth of Australia. Neither the Issuer nor the Guarantor is supervised by the Australian Prudential Regulation Authority. An investment in Notes issued under the Programme will not be covered by the depositor protection provisions in section 13A of the Australian Banking Act and will not be covered by the Australian Government’s bank deposit guarantee (also commonly referred to as the Financial Claims Scheme).**

Terms used in this Information Memorandum but not otherwise defined have the meaning given to them in the Conditions (as defined below).

## Issuer’s responsibility

This Information Memorandum has been prepared by and issued with the authority of the Guarantor. The Guarantor accepts responsibility for the information contained in this Information Memorandum other than information provided by the Arranger, the Dealers and the Agents (each as defined in the section entitled “Summary of the Programme” below) in relation to their respective names and details set out in the sections entitled “Summary of the Programme” and “Directory” below.

## Place of issuance

Subject to applicable laws and directives, the Issuer may issue Notes under the Programme in any country including Australia and countries in Europe and Asia but not in the United States of America unless an exemption from the registration requirements under the Securities Act 1933 of the United States of America (as amended) (“**US Securities Act**”) is available.

## Terms and conditions of issue

Notes will be issued in series (each a “**Series**”). Each Series may comprise one or more tranches (each a “**Tranche**”) having one or more issue dates and on conditions that are otherwise identical (other than, to the extent relevant, in respect of the issue price, the amount and date of the first payment of interest).

Each issue of Notes will be made pursuant to such documentation as the Issuer may determine. A pricing supplement and/or another supplement to this Information Memorandum (each a “**Pricing Supplement**”) will be issued for each Tranche or Series of Notes. A Pricing Supplement will contain details of the initial aggregate principal amount, issue price, issue date, maturity date, details of interest (if any) payable together with any other terms and conditions not set out in this Information Memorandum that may be applicable to that Tranche or Series of Notes. The applicable terms and conditions (“**Conditions**”) of any Notes will be as set out in the section entitled “Conditions of the Notes” included in this Information Memorandum, as supplemented, amended, modified or replaced by the Pricing Supplement applicable to those Notes.

A Pricing Supplement or a supplement to this Information Memorandum may also supplement, amend, modify or replace any statement or information set out in or incorporated by reference in this Information Memorandum or a supplement to this Information Memorandum.

The Guarantor may also publish a supplement to this Information Memorandum (or additional information memoranda) which describes the issue of debt instruments (or particular classes of debt instruments) not otherwise described in this Information Memorandum. Potential investors in other debt instruments which may be issued under the Programme should refer to any disclosure document relevant to the issue of those debt instruments.

### **Documents incorporated by reference**

This Information Memorandum is to be read in conjunction with all documents which are deemed to be incorporated into it by reference as set out below. This Information Memorandum shall, unless otherwise expressly stated, be read and construed on the basis that such documents are so incorporated and form part of this Information Memorandum. References to “**Information Memorandum**” are to this Information Memorandum together with any other document incorporated by reference collectively and to any of them individually.

The following documents are incorporated in, and taken to form part of, this Information Memorandum:

- all amendments and supplements to this Information Memorandum published by the Guarantor from time to time;
- the Issuer’s and Guarantor’s most recently published annual financial statements and, when released, any English translations of them filed with the Financial Conduct Authority and published on the Regulatory Notification Service of the London Stock Exchange;
- each Pricing Supplement and all documents stated therein to be incorporated in this Information Memorandum; and
- all other documents published by the Guarantor and expressly stated to be incorporated in this Information Memorandum by reference.

Any statement contained in this Information Memorandum or in any of the documents incorporated by reference in, and forming part of this Information Memorandum, shall be modified or superseded for the purpose of this Information Memorandum to the extent that a statement contained in any document subsequently incorporated by reference modifies or supersedes such statement (including whether expressly or by implication).

Copies of documents incorporated by reference may be obtained from the Guarantor upon request or from such other person specified in a Pricing Supplement. The Guarantor’s most recently published financial statements and, when released, any English translations of them can also be viewed at: [http://www.qnb.com/cs/Satellite/QNBQatar/en\\_QA/InvestorRelations/enFinancialStatement](http://www.qnb.com/cs/Satellite/QNBQatar/en_QA/InvestorRelations/enFinancialStatement).

Investors should review, amongst other things, the documents which are deemed to be incorporated in this Information Memorandum by reference when deciding whether or not to purchase any Notes or any rights in respect of any Notes.

### **References to internet site addresses**

Any internet site addresses provided in this Information Memorandum are for reference only and, unless expressly stated otherwise, the content of any such internet site is not incorporated by reference into, and does not form part of, this Information Memorandum.

### **No independent verification or authorisation**

The only role of the Arranger, the Dealers and the Agents in the preparation of this Information Memorandum has been to confirm to the Issuer and the Guarantor that their respective names and details under the sections “Summary of the Programme” and “Directory” are accurate as at the Preparation Date (as defined below).

Apart from the foregoing, none of the Arranger, the Dealers or the Agents has independently verified the information contained in this Information Memorandum. Accordingly, no representation, warranty

or undertaking, express or implied, is made, and no responsibility is accepted, by them as to the accuracy or completeness of this Information Memorandum or any further information supplied by the Issuer or the Guarantor in connection with the Programme or any Notes.

The Arranger, the Dealers and the Agents expressly do not undertake to review the financial condition or affairs of the Issuer or the Guarantor during the life of the Programme. In addition, the Issuer and the Guarantor make filings with the relevant market or regulatory authorities where its securities may be offered or listed from time to time, and such filings may include information material to investors. Copies of such filings are available from the Guarantor on request.

### **No authorisation**

No person has been authorised to give any information or make any representation not contained in, or consistent with, this Information Memorandum in connection with the Issuer, the Guarantor, the Programme or the issue or sale of the Notes and, if given or made, that information or representation must not be relied on as having been authorised by the Issuer, the Guarantor, the Arranger, the Dealers or the Agents.

### **Intending purchasers to make independent investment decision and obtain tax advice**

This Information Memorandum contains only summary information concerning the Programme, the Issuer, the Guarantor and the Notes. It is not a prospectus or other disclosure document for the purposes of the Corporations Act 2001 of Australia and is not intended to provide the basis of any credit or other evaluation in respect of the Issuer, the Guarantor or the Notes 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 Guarantor, the Arranger, the Dealers or the Agents that any recipient of this Information Memorandum or any other financial statements should purchase any Notes or any rights in respect of any Notes. Each investor contemplating purchasing any Notes or any rights in respect of any Notes under the Programme should make (and shall be taken to have made) its own independent investigation of the financial condition and affairs of, and its own appraisal of the creditworthiness of, the Issuer and the Guarantor.

Each investor contemplating subscribing for, purchasing or otherwise dealing in any Notes or any rights in respect of any Notes should:

- make and rely upon (and shall be taken to have made and relied upon) their own independent investigation of the financial condition and affairs of, and their own appraisal of the creditworthiness of, the Issuer and the Guarantor;
- determine for themselves the relevance of the information contained in this Information Memorandum and any other information supplied in connection with the Programme or the issue of any Notes, and must base their investment decision solely upon their independent assessment and such investigations as they consider necessary; and
- consult their own tax advisers concerning the application of any tax laws applicable to their particular situation.

No advice is given in respect of the legal or taxation treatment of investors or purchasers in connection with investment in any Notes or rights in respect of and each investor is advised to consult its own professional adviser.

### **Risks**

Neither this Information Memorandum nor any other information supplied in connection with the Programme or the issue of any Notes describes the risks of an investment in any Notes. Prospective investors should consult their own professional, financial, legal and tax advisers about risks associated with an investment in any Notes and the suitability of investing in the Notes in light of their particular circumstances.

## **No offer**

This Information Memorandum does not, and is not intended to, constitute an offer or invitation by or on behalf of the Issuer, the Guarantor, the Arranger, the Dealers or any Agent to any person to subscribe for, purchase or otherwise deal in any Notes.

## **Agency and distribution arrangements**

The Issuer and the Guarantor have agreed to pay the Agents' fees for undertaking their respective roles and reimburse them for certain of their expenses incurred in connection with the Programme. The Issuer or the Guarantor may also pay a Dealer a fee in respect of the Notes subscribed by such Dealer and has agreed to reimburse the Dealers for certain expenses incurred in connection with the Programme and indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes.

The Arranger, each Dealer and the Agents, and their respective subsidiaries, directors and employees may have pecuniary or other interests in the Notes and may also have interests pursuant to other arrangements and may receive fees, brokerage and commissions and may act as a principal in dealing in any Notes.

## **Selling restrictions and no disclosure**

The distribution of this Information Memorandum and any relevant Pricing Supplement, advertisement or other offering material, and the subscription, offer, sale or transfer of Notes may be restricted by law in certain jurisdictions and intending purchasers and other investors should inform themselves about, them and observe any, such restrictions. None of the Issuer, the Guarantor, the Arranger, the Dealers or the Agents represents that this Information Memorandum may be lawfully distributed, or that any Notes may be lawfully subscribed for, offered, sold or transferred in compliance with any applicable law in any such jurisdiction, or under an exemption available in that jurisdiction, or assumes any responsibility for facilitating any distribution or offering. No action has been taken, or will be taken, by the Issuer, the Guarantor, the Arranger, the Dealers or the Agents in any jurisdiction which would permit a public offering of any Notes or distribution of this Information Memorandum in any jurisdiction where action for that purpose is required.

The distribution and use of this Information Memorandum, including any Pricing Supplement, advertisement or other offering material, and the offer or sale of Notes may be restricted by law or directive in certain jurisdictions and intending purchasers and other investors should inform themselves about, them and observe any, such restrictions. A person may not (directly or indirectly) offer for subscription or purchase, or issue an invitation to subscribe for or buy Notes, nor distribute or publish this Information Memorandum or any other offering material or advertisement relating to the Notes, except if the offer or invitation complies with all applicable laws and directives.

For a description of certain restrictions on offers, sales and deliveries of the Notes, and on distribution of this Information Memorandum, any Pricing Supplement or other offering material relating to the Notes, see the section entitled "Selling Restrictions" below.

## **No registration in the United States**

Neither the Notes nor the Guarantee have been, and will not be, registered under the US Securities Act) or the securities laws of any state in the United States of America. Notes may not be offered, sold or delivered at any time directly or indirectly within the United States or to or for the account of U.S. persons (as defined in Regulation S under the US Securities Act) unless pursuant to an exemption from the registration requirements of the US Securities Act and applicable U.S. tax law requirements are satisfied.

## **References to credit ratings**

There are references in this Information Memorandum to credit ratings. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or

withdrawal at any time by the relevant rating agency. Each rating should be evaluated independently of any other rating.

*Credit ratings are for distribution only to a person (a) who is not a “retail client” within the meaning of section 761G of the Corporations Act and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Parts 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Information Memorandum and anyone who receives this Information Memorandum must not distribute it to any person who is not entitled to receive it.*

### **Currency of information**

The information contained in this Information Memorandum is prepared as of its Preparation Date (as defined below). Neither the delivery of this Information Memorandum nor any offer, issue or sale made in connection with this Information Memorandum at any time implies that the information contained in it is correct at any time subsequent to the Preparation Date or that any other information supplied in connection with the Programme is correct as of any time subsequent to the Preparation Date. In particular, the Issuer is not under any obligation to the holders of any Notes to update this Information Memorandum at any time after an issue of Notes.

In this Information Memorandum, “**Preparation Date**” means:

- in relation to this Information Memorandum, the date indicated on its face or, if the Information Memorandum has been amended or supplemented, the date indicated on the face of that amendment or supplement;
- in relation to any reports and financial statements incorporated by reference in this Information Memorandum, the date up to, or as at, the date on which the reports and statements relate; and
- in relation to any other item of information which is incorporated by reference in this Information Memorandum, the date indicated in that information as being its date of release.

### **Currencies**

In this Information Memorandum, all references to “**A\$**” or “**Australian dollars**” are to the lawful currency of the Commonwealth of Australia and all references to “**QR**”, “**Qatari riyals**” and “**riyals**” are to the lawful currency of Qatar.

# Summary of the Programme

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*The following is a summary only and should be read with the rest of this Information Memorandum and, in relation to any Notes, the Conditions of the Notes and any applicable Pricing Supplement. A term used below but not otherwise defined has the meaning given to it in the Conditions. A reference to a "Pricing Supplement" does not limit the provisions or features of this Programme which may be supplemented, amended, modified or replaced by a Pricing Supplement in relation to a particular Tranche or Series of Notes.*

Issuer: QNB Finance Ltd

Guarantor and  
Guarantee: Qatar National Bank S.A.Q.

Notes will be unconditionally and irrevocably guaranteed by Qatar National Bank S.A.Q. pursuant to a guarantee dated 7 April 2016 given in favour of the Holders from time to time ("**Guarantee**"). The form of the Guarantee is set out in the section entitled "Form of Guarantee" below.

Description: A non-underwritten debt issuance programme ("**Programme**") under which, subject to applicable laws and directives, the Issuer may issue Notes in the Australian wholesale capital market.

Programme Limit: A\$2,000,000,000 (or its equivalent in other currencies and as that amount may be increased from time to time).

Arranger: Australia and New Zealand Banking Group Limited

Dealers: Australia and New Zealand Banking Group Limited  
Deutsche Bank AG, Sydney Branch  
QNB Capital LLC

Details of the Arranger's and Dealers' Australian Business Numbers ("**ABN**") and Australian Financial Services Licence ("**AFSL**") numbers (where applicable) are set out in the section entitled "Directory" below.

Additional Dealers may be appointed from time to time by the Issuer in accordance with the Dealer Agreement for any Tranche of Notes or to the Programme generally. The Issuer may also issue Notes directly to purchasers or investors (as applicable) procured by it.

Registrar: BTA Institutional Services Australia Limited (ABN 48 002 916 396) and any other persons appointed by the Issuer to establish and maintain a Register (as defined below) on the Issuer's behalf from time to time.

Issuing and Paying  
Agent: BTA Institutional Services Australia Limited may also provide issue and paying agency services with respect to each Series or Tranche of Notes initially lodged and held through or predominantly through the Austraclear System. The Issuer may also appoint other persons to provide issuing and paying agency services on the Issuer's behalf from time to time.

Calculation Agents: If a Calculation Agent is required for the purpose of calculating any amount or making any determination in respect of a Series or Tranche of Notes, that appointment will be notified in the relevant Pricing Supplement. The Issuer may terminate the appointment of the Calculation Agent, appoint additional or other Calculation Agents or elect to have no Calculation Agent. Where no Calculation Agent is appointed the calculation of interest,

principal and other payments in respect of Notes will be made by the Issuer. The Issuer and Paying Agent may also act as Calculation Agent.

**Agents:** Each Registrar, Issuing and Paying Agent, Calculation Agent and any other person appointed by the Issuer to perform other agency functions with respect to a Series or Tranche of Notes. Details of each appointment will be notified in the relevant Pricing Supplement.

**Programme Term:** The Programme continues until terminated by the Issuer or the Guarantor giving notice to the then permanent Dealers to the Programme or otherwise by agreement between the Issuer, the Guarantor, the Arranger and those Dealers.

**Rating:** Notes to be issued under the Programme are expected to be assigned ratings by Standard & Poor's and Moody's Investors Service. The then applicable rating will be set out in the relevant Pricing Supplement.

A rating is not a recommendation to buy, sell or hold Notes and is subject to variation, suspension or withdrawal at any time by the assigning organisation.

*Credit ratings are for distribution only to a person (a) who is not a "retail client" within the meaning of section 761G of the Corporations Act and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Parts 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Information Memorandum and anyone who receives this Information Memorandum must not distribute it to any person who is not entitled to receive it.*

**Form of Notes:** Notes will be in registered uncertificated form. They will be debt obligations of the Issuer which are constituted by, and owing under, a Note Deed Poll dated 7 April 2016 (as amended and/or supplemented from time to time), or such other deed poll executed by the Issuer as may be specified in the relevant Pricing Supplement ("**Note Deed Poll**").

Notes will take the form of entries in a register maintained by the Registrar.

**Status and ranking:** The Notes will constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 5 ("Negative pledge")) unsecured obligations of the Issuer and rank *pari passu* among themselves and (save for such exceptions as may be provided by applicable legislation and subject to Condition 5 ("Negative pledge")) at least equally with all other unsecured and unsubordinated obligations of the Issuer, from time to time outstanding.

The obligations of the Guarantor under the Guarantee are direct, unconditional, unsubordinated and (subject to the provisions of Condition 5 ("Negative pledge")) unsecured obligations of the Guarantor and (save for such exceptions as may be provided by applicable legislation and subject to Condition 5 ("Negative pledge")) rank equally with all other unsecured and unsubordinated obligations of the Guarantor, from time to time outstanding.

**Tenor:** Notes must have a tenor of more than 365 days. There is no maximum tenor for Notes.

Currencies: Australian dollars. Subject to any applicable legal or regulatory requirements, Notes may also be denominated in any other freely transferable and freely convertible currency as may be agreed between the Issuer and the relevant Dealer.

Issue Price: Notes may be issued at any price on a fully or partly paid basis, as specified in the relevant Pricing Supplement.

Issuance in Series: Notes will be issued in Series. Each Series may comprise one or more Tranches issued on different issue dates. The Notes of each Series will all be subject to identical terms, except that the issue date and interest commencement date may be different in respect of different Tranches of a Series. The Notes of each Series are intended to be fungible with other Notes of that Series.

Denominations: Notes will be issued in the single denomination specified in the relevant Pricing Supplement.

Title: Entry of the name of the person in the Register in respect of a Note constitutes the obtaining and passing of title and it is conclusive evidence that the person so entered is the absolute owner of the Notes subject to correction for fraud or error. Title to those Notes passes when details of the transfer are entered in the Register.

Notes held in the Austraclear System (as defined below) will be registered in the name of Austraclear Ltd (ABN 94 002 060 773) (“**Austraclear**”). Title to Notes held in a Clearing System (as defined below) will be determined in accordance with the rules and regulations of that Clearing System.

No certificates or other evidence of title will be issued to holders of Notes unless the Issuer determines that certificates should be available or are required by any applicable law or regulation.

Clearing System: Notes may be transacted either within or outside any Clearing System. The Issuer may apply to Austraclear for approval for the Notes to be traded on the settlement system operated by Austraclear (“**Austraclear System**”). Such approval of the Notes by Austraclear is not a recommendation or endorsement by Austraclear of the Notes.

Transactions relating to interests in the Notes may also be carried out through the settlement system operated by Euroclear Bank S.A./N.V. (“**Euroclear**”), the settlement system operated by Clearstream Banking S.A. (“**Clearstream, Luxembourg**”) or any other clearing system outside Australia specified in the relevant Pricing Supplement (the Austraclear System, Euroclear and Clearstream, Luxembourg, each a “**Clearing System**”).

Interests in the Notes traded in the Austraclear System may be held for the benefit of Euroclear or Clearstream, Luxembourg. In these circumstances, entitlements in respect of holdings of interests in Notes in Euroclear would be held in the Austraclear System by a nominee of Euroclear (currently HSBC Custody Nominees (Australia) Limited) while entitlements in respect of holdings of interests in the Notes in Clearstream, Luxembourg would be held in the Austraclear System by a nominee of J.P. Morgan Chase Bank, N.A. as custodian for Clearstream, Luxembourg.

The rights of a holder of interests in a Note held through Euroclear or Clearstream, Luxembourg are subject to the respective rules and regulations for accountholders of Euroclear and Clearstream, Luxembourg,

the terms and conditions of agreements between Euroclear and Clearstream, Luxembourg and their respective nominee and the rules and regulations of the Austraclear System. In addition, any transfer of interests in a Note, which is held through Euroclear or Clearstream, Luxembourg will, to the extent such transfer will be recorded on the Austraclear System, be subject to the Corporations Act and the requirements for minimum consideration as set out in the Conditions.

Neither the Issuer nor the Guarantor will be responsible for the operation of the clearing arrangements which is a matter for the clearing institutions, their nominees, their participants and the investors.

Negative pledge: The terms of the Notes will contain a negative pledge provision as further described in Condition 5 (“Negative pledge”).

Cross default: The terms of the Notes will contain a cross default provision as further described in Condition 15.1(c) (“Events of Default”).

Governing law: The Notes, and all related documents, will be governed by the laws in force in New South Wales, Australia.

Use of proceeds: The net proceeds from the issue of Notes will be loaned by the Issuer to the Guarantor under a Notes Loan Agreement and applied by the Guarantor for general corporate purposes.

Transfer procedure: Notes may only be transferred in whole.

Notes may only be transferred between persons in a jurisdiction or jurisdictions other than Australia if the transfer is in compliance with the laws and directives of the jurisdiction in which the transfer takes place.

Interests in respect of Notes held in a Clearing System are transferable only in accordance with the rules and regulations of the relevant Clearing System.

Redemption: Notes may be redeemed before their stated maturity as described in the Conditions.

Notes held in a Clearing System will be redeemed through that Clearing System in a manner consistent with the rules and regulations of that Clearing System.

Payments: Payments to persons who hold interests or rights in respect of any Notes held in a Clearing System will be made by transfer to their relevant account in accordance with the rules and regulations of the relevant Clearing System.

Stamp duty: Any stamp duty incurred at the time of issue of the Notes will be for the account of the Issuer. Any stamp duty incurred on a transfer of Notes will be for the account of the relevant investors.

As at the date of this Information Memorandum, no *ad valorem* stamp duty is payable in any Australian State or Territory on the issue, transfer or redemption of the Notes. Investors are advised to seek independent advice regarding any stamp duty or other taxes imposed by another jurisdiction upon the transfer of Notes, or interests in Notes, in any jurisdiction outside of Australia.

Australian,  
Cayman Islands and  
Qatari taxation:

An overview of the Australian, Cayman Islands and Qatari taxation treatment of payments of interest on the Notes and certain other matters is set out under the section entitled “Taxation” below. However, investors should obtain their own taxation advice regarding the taxation status of investing in Notes.

FATCA:

Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (“**FATCA**”) generally impose a new reporting regime and potentially a 30 per cent. withholding tax with respect to certain payments to (i) any non-U.S. financial institution (a “**foreign financial institution**”, or “**FFI**” (as defined by FATCA)) that does not become a “**Participating FFI**” by entering into an agreement with the U.S. Internal Revenue Service (“**IRS**”) to provide the IRS with certain information in respect of its account holders and investors or is not otherwise exempt from or in deemed compliance with FATCA and (ii) any investor (unless otherwise exempt from FATCA) that does not provide information sufficient to determine whether the investor is a U.S. person or should otherwise be treated as holding a “United States Account” of the Issuer (a “**Recalcitrant Holder**”). The Issuer may be classified as an FFI.

The new withholding regime began 1 July 2014 for payments from sources within the United States and will apply to “foreign passthru payments” (a term not yet defined) no earlier than 1 January 2019. This withholding would potentially apply to payments in respect of (i) any Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or after the “grandfathering date”, which is the date that is six months after the date on which final U.S. Treasury regulations defining the term foreign passthru payment are filed with the Federal Register, or which are materially modified (including by reason of a substitution of the Issuer) on or after the grandfathering date and (ii) any Notes characterised as equity or which do not have a fixed term for U.S. federal tax purposes, whenever issued. However, if additional notes that are not distinguishable from these Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered hereby, as subject to withholding under FATCA.

The United States and a number of other jurisdictions have entered into, or have agreed in substance to, several intergovernmental agreements to facilitate the implementation of FATCA (each, an “**IGA**”). Pursuant to FATCA and the “Model 1” and “Model 2” IGAs released by the United States, an FFI in an IGA signatory country generally will be treated as a “Reporting FI” not subject to withholding under FATCA on any payments it receives if it reports certain information in respect of its account holders and investors to its home government or to the IRS. Further, an FFI in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA (or any law implementing an IGA (any such withholding being “**FATCA Withholding**”) from payments it makes. The United States has entered into intergovernmental agreements with the Cayman Islands (the “**US-Cayman IGA**”) and Qatar (the “**US-Qatar IGA**”).

If the Issuer is treated as a Reporting FI pursuant to an IGA, it does not anticipate that it will be obligated to deduct any FATCA Withholding from payments it makes. There can be no assurance, however, that the Issuer will be treated as a Reporting FI or that it would in the future not be required to deduct FATCA Withholding from payments it makes. The Issuer, the Guarantor and financial institutions through which payments on

the Notes are made may be required to deduct FATCA Withholding if (i) any FFI through or to which payment on such Notes is made is not a Participating FFI, a Reporting FI, or otherwise exempt from or in deemed compliance with FATCA or (ii) an investor is a Recalcitrant Holder.

Whilst the Notes are held within the clearing systems, it is expected that FATCA will not affect the amount of any payments made under, or in respect of, the Notes by the Issuer, the Guarantor, any Agent, given that each of the entities in the payment chain between the Issuer and the participants in the clearing systems is a major financial institution whose business is dependent on compliance with FATCA and that any alternative approach introduced under an IGA will be unlikely to affect the Notes. The documentation in respect of the Notes expressly contemplates the possibility that the Notes may go into definitive form and therefore that they may be taken out of the clearing systems. If this were to happen, then a non-FATCA compliant holder could be subject to FATCA Withholding. However, definitive Notes will only be printed in remote circumstances.

FATCA is particularly complex and its application is subject to change. The above description is based in part on regulations, official guidance, the U.S.-Cayman IGA, the U.S.-Qatar IGA and model IGAs, all of which are subject to change or may be implemented in a materially different form. Prospective investors should consult their tax advisers to obtain a more detailed explanation of FATCA and to learn how FATCA might affect each holder in its particular circumstance.

Tax File Numbers and  
Australian Business  
Numbers:

If required to do so by applicable law, the Issuer will deduct amounts from payments of interest to be made under the Notes at the prescribed rate if an Australian resident investor has not supplied an appropriate Tax File Number (“TFN”) (or in certain circumstances, an ABN) or such exemption details as may be necessary to enable the payment to be made without deduction.

Selling restrictions:

The offer, sale, transfer and delivery of Notes and the distribution of this Information Memorandum and other material in relation to the Notes are subject to such restrictions as may apply in any jurisdiction in which the Notes may be offered, sold or transferred in connection with the offering and sale of a particular Tranche of Notes. See also the section entitled “Selling Restrictions” below.

Listing:

The Issuer does not currently intend to list the Notes on the Australian Securities Exchange operated by ASX Limited (ABN 98 008 624 691) (“ASX”) or on any other stock or securities exchange.

However, an application may be made for an Issuer to be admitted to the official list of, and/or Notes of a particular Series to be quoted on, the ASX or on any other stock or securities exchange (in accordance with applicable laws and directives). The applicable Pricing Supplement in respect of the issue of any Tranche of Notes will specify whether or not such Notes will be quoted on any stock or securities exchange.

Investment Risks:

This Information Memorandum does not describe the risks of an investment in the Notes. Prospective investors or purchasers should consult their own financial and legal advisers about risks associated with an investment in a particular Tranche of Notes and the suitability of investing in the Notes in light of their particular circumstances.

# The Issuer and the Guarantor

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## **QNB Finance Ltd**

QNB Finance Ltd was incorporated as an exempted company with limited liability under the laws of the Cayman Islands on 18 October 2010 under the name QNB Finance Ltd (with registered number 246643). QNB Finance Ltd is a wholly-owned subsidiary of QNB.

The Issuer was established to raise capital through the issue of financing instruments in accordance with its Memorandum of Association and Articles of Association.

QNB Finance Ltd has no subsidiaries and has no employees and is not expected to have any employees in the future.

## **Qatar National Bank S.A.Q.**

Qatar National Bank S.A.Q. ("**QNB**") was established in 1964 as the country's first Qatari-owned commercial bank and is now the largest commercial bank in Qatar for which financial statements are published, and the largest bank in the Middle East and North Africa region, with a strong focus on the Gulf Cooperation Council countries. QNB is 50.0 per cent. owned by the Government, through the Qatar Investment Authority, with the other 50.0 per cent. being publicly listed on the Qatar Stock Exchange.

QNB offers a broad suite of financial products and services to its customers, with business divisions focused on corporate banking, retail banking, international banking, asset and wealth management services and treasury. Through these business divisions, QNB caters to the needs of individual (including high-net-worth), corporates, institutional, government and government-related clients, both domestically and internationally.

## **Investors may experience difficulties in enforcing arbitration awards and foreign judgments**

Under the Conditions of the Notes and the terms of the Guarantee, the parties have agreed that any dispute arising out of or in connection with the Notes and the Guarantee may be referred to and finally resolved by arbitration in accordance with the rules of the Australian Centre for International Commercial Arbitration, with a Holder having the option to require that the courts of New South Wales, Australia have exclusive jurisdiction to settle the dispute. In the event that proceedings are brought against the Guarantor in Qatar, the Qatari courts would, in accordance with their normal practice, enforce the contractual terms of the Guarantee and the Notes (including the contractual choice of a governing law other than Qatari law to govern the Guarantee and the Notes, provided that, this would not apply to any provision of that law which Qatari courts held to be contrary to any mandatory provision of Qatari law or to public order or morality in Qatar). Qatari courts have consistently enforced commercial interest obligations computed in accordance with the terms of the relevant agreement. It is, however, uncertain whether the Qatari courts would enforce the payment of interest on interest, or the payment of accrued interest which exceeds the amount of the principal sum. The Court of Cassation in Qatar recently refused to grant a claimant a right to receive default interest and instead awarded damages and such damages were lower than the contractual default interest.

There is currently no treaty or convention for the reciprocal enforcement of judgments between Qatar on the one hand and New South Wales, Australia on the other. A judgment obtained from a court in New South Wales, Australia will be enforceable in Qatar subject to the provisions of Articles 379 and 380 of the Civil and Commercial Procedure Law, which provides, (i) in the case of Article 379, that judgments and orders pronounced in a foreign country may be ordered to be executed in Qatar upon the conditions determined in that country for the execution of Qatari judgments and orders; and (ii) in the case of Article 380, that an order for execution of a foreign judgment or order will not be made unless and until the following have been ascertained, that: (a) the judgment or order was delivered by a competent court of the foreign jurisdiction in question; (b) the parties to the action were properly served with notice of proceedings and properly represented; (c) the judgment or order is one that is capable of being executed by the successful party to the proceedings in conformity with the laws of

the foreign jurisdiction in question; and (d) the foreign judgment or order does not conflict with a previous judgment or order of a competent Qatari court and is not contrary to public policy or morality in Qatar. The same provisions apply to arbitration awards made in a foreign country.

A Qatari court would be entitled to call for textual evidence on the laws of New South Wales concerning the conditions that would be applicable for the execution of the judgment of a Qatari court in New South Wales and the Qatari court would then be entitled to execute the judgment of the New South Wales court upon those conditions. Accordingly, although a judgment obtained from a court in New South Wales would be admissible in evidence in any proceedings brought in Qatar to enforce such judgment it would still be necessary to initiate proceedings in Qatar.

In accordance with their normal practice, Qatari courts would uphold the choice of arbitration as a dispute resolution method. However, this would be subject to the same qualifications as are stated above with regard to choice of law and a Qatari court may not accept that its own jurisdiction had been excluded by any provision providing that the submission to any particular jurisdiction was exclusive.

Qatar is a party to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the “**New York Convention**”), with effect from 30 March 2003. Australia is also a party to the New York Convention and therefore an arbitration award made in New South Wales should be enforceable in Qatar in accordance with the terms of the New York Convention. The interpretation and application of the New York Convention by the Qatari courts and the enforcement of foreign arbitration awards by the Qatari courts in accordance with the New York Convention is developing, and the parameters of enforcement are starting to be tested more regularly in the Qatari courts. While the Qatari courts tend to be pro-enforcement, the jurisprudence is still evolving and there is a risk that a foreign arbitration award rendered in connection with the Notes will be refused enforcement by the Qatari courts.

#### **Waiver of immunity may not be effective under Qatari law**

Under the Notes and the Guarantee, the Issuer and the Guarantor, as the case may be, has each waived its rights in relation to sovereign immunity in respect of such documents. However, there can be no assurance as to whether such waivers of immunity from jurisdiction, enforcement, prejudgment proceedings, injunctions and all other legal proceedings by the Issuer or the Guarantor under the Notes and/or the Guarantee (as applicable) are valid and binding under Qatari law and enforceable in Qatar.

# Conditions of the Notes

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*The following are the Conditions which, as supplemented, amended, modified or replaced by the relevant Pricing Supplement, apply to each Note constituted by the Note Deed Poll). References to the "Pricing Supplement" in these conditions do not limit the provisions which may be supplemented, amended, modified or replaced by the Pricing Supplement in relation to a particular Series of Notes. Terms used in the relevant Pricing Supplement will, unless the contrary intention appears, have the same meaning where used in these Conditions but will prevail to the extent of any inconsistency.*

*Each Holder, and each person claiming through or under each such Holder, is bound by, and is deemed to have notice of, the provisions of the Note Deed Poll and these Conditions (including any relevant Pricing Supplement). Each such person is also deemed to have notice of the Information Memorandum.*

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## **1 Interpretation**

### **1.1 Definitions**

In these Conditions the following expressions have the following meanings:

**Additional Amount** means an additional amount payable by the Issuer under Condition 13.2 ("Withholding tax");

**Agency Agreement means:**

- (a) the agreement entitled "Agency and Registry Services Agreement" dated 7 April 2016 between the Issuer and the Registrar in relation to the Notes;
- (b) any other agreement between the Issuer and the Registrar specified in the Pricing Supplement; and
- (c) any other agency agreement entered into by the Issuer in relation to an issue of Notes;

**Agent** means the Registrar, the Issuing and Paying Agent, the Calculation Agent and any additional agent appointed under an Agency Agreement;

**Austraclear** means Austraclear Ltd (ABN 94 002 060 773);

**Austraclear Regulations** means the regulations known as "Austraclear Regulations" together with any instructions or directions, (as amended or replaced from time to time) established by Austraclear to govern the use of the Austraclear System and binding on the participants of that system;

**Austraclear System** means the clearing and settlement system operated by Austraclear in Australia for holding securities and electronic recording and settling of transactions in those securities between participants in that system;

**Business Day** means:

- (a) a day on which banks are open for general banking business in Sydney and in each (if any) Relevant Financial Centre specified in the Pricing Supplement (not being a Saturday, Sunday or public holiday in that place); and
- (b) if a Note to be held in a Clearing System is to be issued or payment is to be made in respect of a Note held in any Clearing System on that day, a day on which each applicable Clearing System in which the relevant Note is lodged is operating;

**Business Day Convention** means a convention for adjusting any date if it would otherwise fall on a day that is not a Business Day and the following conventions, where specified in the Pricing Supplement in relation to any date applicable to any Note, have the following meanings:

- (a) **Floating Rate Convention** means that the date is postponed to the next following day which is a Business Day unless that day falls in the next calendar month, in which event:
  - (i) that date is brought forward to the first preceding day that is a Business Day; and
  - (ii) each subsequent Interest Payment Date is the last Business Day in the month which falls the number of months or other period specified as the Interest Period in the Pricing Supplement after the preceding applicable Interest Payment Date occurred;
- (b) **Following Business Day Convention** means that the date is postponed to the first following day that is a Business Day;
- (c) **Modified Following Business Day Convention or Modified Business Day Convention** means that the date is postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date is brought forward to the first preceding day that is a Business Day;
- (d) **Preceding Business Day Convention** means that the date is brought forward to the first preceding day that is a Business Day; and
- (e) **No Adjustment** means that the relevant date must not be adjusted in accordance with any Business Day Convention.

If no convention is specified in the Pricing Supplement, the Following Business Day Convention applies. Different conventions may be specified in relation to, or apply to, different dates;

**Calculation Agent** means the Registrar or any other person specified in the Pricing Supplement as the party responsible for calculating the Interest Rate and other amounts required to be calculated under these Conditions;

**Clearing System means:**

- (a) the Austraclear System; or
- (b) any other clearing system specified in the Pricing Supplement;

**Code** means the U.S. Internal Revenue Code of 1986 (as amended);

**Corporations Act** means the Corporations Act 2001 of Australia;

**Day Count Fraction** means, in respect of the calculation of interest on a Note for any period of time ("Calculation Period"), the day count fraction specified in the Pricing Supplement and, if so specified:

- (a) if "**Actual/Actual (ICMA)**" means:
  - (i) where the Calculation Period is equal to or shorter than the Regular Period 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

- (ii) where the Calculation Period is longer than one Regular Period, the sum of:
  - (A) 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
  - (B) 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;
- (b) if “**Actual/365**” or “**Actual/Actual (ISDA)**” 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:
  - (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366; and
  - (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (c) if “**Actual/365 (Fixed)**” means the actual number of days in the Calculation Period divided by 365;
- (d) if “**Actual/360**” means the actual number of days in the Calculation Period divided by 360;
- (e) if “**30/360**”, “**360/360**” or “**Bond Basis**” means the number of days in the Calculation Period divided by 360 calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

- “**Y<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Calculation Period falls;
  - “**Y<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
  - “**M<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;
  - “**M<sub>2</sub>**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
  - “**D<sub>1</sub>**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and
  - “**D<sub>2</sub>**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30;
- (f) if “**30E/360**” or “**Eurobond Basis**” means, the number of days in the Calculation Period divided by 360 calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y<sub>1</sub>” is the year, expressed as a number, in which the first day of the Calculation Period falls;

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

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

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

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

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

- (g) if “**30E/360 (ISDA)**” 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 D<sub>1</sub> will be 30; and

“D<sub>2</sub>” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D<sub>2</sub> will be 30; and

- (h) if “**RBA Bond Basis**” or “**Australian Bond Basis**”, means one divided by the number of Interest Payment Dates in a year (or where the Calculation Period does not constitute an Interest Period, the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of:

- (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366; and
  - (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365); and
- (i) any other day count fraction specified in the Pricing Supplement;

**Denomination** means the notional face value of a Note specified in the Pricing Supplement;

**Early Redemption Amount** means the early redemption amount specified in, or determined in accordance with, the Pricing Supplement;

**Event of Default** means an event so described in Condition 15 (“Events of Default”);

**Excluded Subsidiary** means at any time a Subsidiary of the Issuer or the Guarantor, as the case may be, which is a special purpose entity whose principal assets are constituted by a project or projects and none of whose Indebtedness or Sukuk Obligations are directly or indirectly the subject of security or a guarantee, indemnity or any other form of assurance, undertaking or support from the Issuer or the Guarantor or any of their respective Principal Subsidiaries;

**Extraordinary Resolution** has the meaning given in the Meetings Provisions;

**FATCA means:**

- (a) sections 1471 to 1474 of the Code or any associated regulations or other official guidance;
- (b) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the United States of America and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (a) above; and
- (c) any agreement under the implementation of paragraphs (a) or (b) above, with the United States of America Internal Revenue Service, the United States of America government or any governmental or taxation authority in any other jurisdiction;

**Fixed Rate Note** means a Note on which interest is calculated at a fixed rate payable in arrear on a fixed date or fixed dates in each year and on redemption or on any other dates as specified in the Pricing Supplement;

**Floating Rate Note** means a Note on which interest is calculated at a floating rate payable 1, 2, 3, 6, or 12 monthly or in respect of any other period or on any date specified in the Pricing Supplement;

**Group** means the Guarantor together with its Subsidiaries;

**Guarantee** means the unconditional and irrevocable guarantee by the Guarantor under:

- (a) the guarantee dated 7 April 2016; and
- (b) such other deed poll that supplements, amends and restates, modifies or replaces the guarantee referred to above,

and in each case, executed by the Guarantor;

**Guarantee of any Indebtedness** means, in relation to any Indebtedness or Sukuk Obligation of any Person, any obligation of another Person to pay such Indebtedness or Sukuk Obligation including (without limitation):

- (a) any obligation to purchase such Indebtedness;
- (b) any obligation to lend money, to purchase or subscribe shares or other securities or to purchase assets or services in order to provide funds for the payment of such Indebtedness or Sukuk Obligation;
- (c) any indemnity against the consequences of a default in the payment of such Indebtedness or Sukuk Obligation; and
- (d) any other agreement to be responsible for such Indebtedness or Sukuk Obligation;

**Guarantor** means Qatar National Bank S.A.Q.;

**Holder** means, in respect of a Note, each person whose name is entered in the Register as the holder of that Note.

*For the avoidance of doubt, where a Note is held in a Clearing System, references to a Holder include the operator of that system or a nominee for that operator or a common depository for one or more Clearing Systems (in each case acting in accordance with the rules and regulations of the Clearing System or Systems);*

**Indebtedness** means any indebtedness of any Person for money borrowed or raised including (without limitation) any indebtedness for or in respect of:

- (a) amounts raised by acceptance under any acceptance credit facility;
- (b) amounts raised under any note purchase facility;
- (c) the amount of any liability in respect of leases or hire purchase contracts which would, in accordance with applicable law and generally accepted accounting principles, be treated as finance or capital leases;
- (d) the amount of any liability in respect of any purchase price for assets or services the payment of which is deferred for a period in excess of 60 days; and
- (e) amounts raised under any other transaction (including, without limitation, any forward sale or purchase agreement) having the commercial effect of a borrowing,

and for the avoidance of doubt “**Indebtedness**” shall be deemed to include any debt or other financing arrangement issued (or intended to be issued) in compliance with the principles of Shariah, whether entered into directly or indirectly by the Issuer or the Guarantor or a member of the Group, as the case may be;

**Information Memorandum** means, in respect of a Note, the information memorandum, disclosure document (as defined in the Corporations Act) or other offering document referred to in the Pricing Supplement for that Note and all documents incorporated by reference into it, including any applicable Pricing Supplement and any other amendments or supplements to it;

**Interest Commencement Date** means, for a Note, the Issue Date of the Note or any other date so specified in the Pricing Supplement;

**Interest Determination Date** has the meaning given in the Pricing Supplement;

**Interest Payment Date** means each date so specified in, or determined in accordance with, the Pricing Supplement;

**Interest Period** means each period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next Interest Payment Date. However:

- (a) the first Interest Period commences on (and includes) the Interest Commencement Date; and
- (b) the final Interest Period ends on (but excludes) the Maturity Date;

**Interest Rate** means, for a Note, the interest rate (expressed as a percentage per annum) payable in respect of that Note specified in the Pricing Supplement or calculated or determined in accordance with these Conditions and the Pricing Supplement;

**ISDA Definitions** means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. (as supplemented, amended and updated as at the Issue Date of the first Tranche of the Notes of the Series);

**Issue Date** means the date on which a Note is, or is to be issued, as specified in, or determined in accordance with, the Pricing Supplement;

**Issuer** means QNB Finance Ltd;

**Issuing and Paying Agent** means:

- (a) BTA Institutional Services Australia Limited (ABN 48 002 916 396); and/or
- (b) any other person appointed by the Issuer to act as issuing agent or paying agent on the Issuer's behalf from time to time;

**Margin** means the margin specified in, or determined in accordance with, the Pricing Supplement;

**Maturity Date** means, the date so specified in, or determined in accordance with, the Pricing Supplement;

**Meetings Provisions** means the provisions relating to meetings of Holders set out as a schedule to the Note Deed Poll;

**Note** means a medium term debt obligation issued or to be issued by the Issuer which is constituted by, and owing under, the Note Deed Poll, the details of which are recorded in, and evidenced by, entry in, the Register. All references to Notes must, unless the context otherwise requires, be read and construed as references to the Notes of a particular Series;

**Note Deed Poll** means:

- (a) the deed poll so entitled and dated 7 April 2016; and
- (b) such other deed poll that supplements, amends, amends and restates, modifies or replaces the deed poll referred to above, or which is otherwise acknowledged in writing to be a deed poll for the purposes of the Programme,

and in each case, executed by the Issuer;

**Permitted Reorganisation** means:

- (a) any disposal by a Principal Subsidiary of the whole or a substantial part of its business, undertaking or assets to the Issuer or the Guarantor or any other wholly-owned Subsidiary of the Issuer or the Guarantor;
- (b) any amalgamation, consolidation or merger of a Principal Subsidiary with any other Principal Subsidiary or any other wholly-owned Subsidiary of the Issuer or the Guarantor; or

- (c) any amalgamation, consolidation, restructuring, merger or reorganisation on terms previously approved by an Extraordinary Resolution of Holders;

**Permitted Security Interest** means any Security Interest:

- (a) in respect of any Relevant Indebtedness or Relevant Sukuk Obligation of any member of the Group incurred:
- (i) to finance the ownership, acquisition, development, redevelopment or operation of any asset; or
  - (ii) to finance or facilitate the receipt of any specified revenues or receivables in respect of which the Person or Persons to whom any such Relevant Indebtedness or Relevant Sukuk Obligation is or may be owed (for the purpose of this definition, the “**Lender**”) by such member of the Group (for the purposes of this definition, the “**Borrower**”) has or have no recourse whatsoever to any other member of the Group for the repayment thereof other than:
    - (A) recourse to the relevant Borrower for amounts limited to the cash flow or the net cash flow from such asset, revenues or receivables, as the case may be; and/or
    - (B) recourse to the proceeds of enforcement of any Security Interest:
      - (x) given by such Borrower over such asset, revenues or receivables or the income, cash flow or other proceeds deriving therefrom; and/or
      - (y) given by any owner of a voting equity interest in a Borrower over such equity interest to secure such Relevant Indebtedness or Relevant Sukuk Obligation,

provided, that the extent of such recourse to such Borrower is limited solely to the amount of any recoveries made in respect of such enforcement; or

- (b) securing Relevant Indebtedness or Relevant Sukuk Obligations of any Person existing at the time that such Person is acquired by or merged into or consolidated with any member of the Group; provided, however, that such Security Interest was not created in contemplation of such acquisition, merger or consolidation and does not extend to any assets or property of any member of the Group other than that of such Person prior to such acquisition, merger or consolidation, as the case may be;

**Person** means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

**Pricing Supplement** means, in respect of a Tranche, the pricing supplement specifying the relevant issue details in relation to it;

**Principal Subsidiary** means, in relation to the Issuer or the Guarantor, any Subsidiary not being an Excluded Subsidiary (i) whose total assets represent not less than 10.0 per cent. of the consolidated total assets of the Issuer or the Guarantor (as the case may be) and its Subsidiaries taken as a whole, (ii) whose external revenues are not less than 10.0 per cent. of the consolidated revenues of the Issuer or the Guarantor (as the case may be) and its Subsidiaries taken as a whole, in each case in respect of the immediately preceding subparagraphs (i) and (ii), as calculated by reference to the most recent audited consolidated financial statements of the Issuer or the Guarantor (as the case may be) or (iii) to which is transferred all or substantially all of the business, undertaking or assets of a Subsidiary that

immediately prior to such transfer is a Principal Subsidiary, whereupon the transferor Subsidiary shall immediately cease to be a Principal Subsidiary and the transferee Subsidiary shall immediately become a Principal Subsidiary, but shall cease to be a Principal Subsidiary under this sub-paragraph (iii) (but without prejudice to the provisions of sub-paragraph (i) or (ii) above) upon publication of its next audited consolidated financial statements. If (i) the Issuer or any other Subsidiary of the Guarantor or the Issuer (as the case may be) shall not in respect of any relevant financial period for whatever reason produce audited accounts or (ii) the Issuer or any other Subsidiary of the Guarantor or the Issuer (as the case may be) shall not have produced at the relevant time for the calculations required pursuant to this definition audited accounts for the same period as the period to which the latest audited consolidated accounts of the Issuer or the Guarantor (as the case may be) and its Subsidiaries relate, then there shall be substituted for the purposes of this definition the management accounts of the Issuer or such Subsidiary (as the case may be) for such period.

A report by the Chief Executive Officer and the Chief Financial Officer (or any person who at any time carries out the equivalent functions of such person (regardless of such person's title)) of the Issuer or the Guarantor, as applicable, that in their opinion a Subsidiary is or was or was not at any particular time or throughout a specified period a Principal Subsidiary shall, in the absence of manifest error, be conclusive and binding on all parties;

**Record Date** means, the close of business in the place where the Register is maintained on the eighth calendar day before the payment date or any other date so specified in the Pricing Supplement;

**Redemption Amount** means the outstanding principal amount as at the date of redemption;

**Reference Banks** means the institutions so described in the Pricing Supplement or, if none, four major banks selected by the Calculation Agent in the market that is most closely connected with the Reference Rate;

**Reference Rate** has the meaning given in the Pricing Supplement;

**Register** means the register, including any branch register, of holders of Notes established and maintained by or on behalf of the Issuer under an Agency Agreement;

**Registrar** means:

- (a) BTA Institutional Services Australia Limited (ABN 48 002 916 396); and/or
- (b) or any other person appointed by the Issuer under an Agency Agreement to maintain the Register and perform any payment and other duties as specified in that agreement,

provided that the Issuer or the Guarantor may also act as "Registrar";

**Regular Period** means:

- (a) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each Interest Period;
- (b) in the case of Notes 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 Notes 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;

**Relevant Date** means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Issuing and Paying Agent or the Registrar, as the case may be, on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Holders in accordance with Condition 21 (“Notices”);

**Relevant Indebtedness** means any present or future Indebtedness (whether being principal, premium, interest or other amounts) for or in respect of any notes, bonds, debentures, debenture stock, loan stock or other securities which for the time being are, or are intended to be, or are capable of being, quoted, listed or ordinarily dealt in or traded on any stock exchange, over-the-counter or other securities market

**Relevant Screen Page means:**

- (a) the page, section or other part of a particular information service (including the Reuters Monitor Money Rates Service and the Dow Jones Telerate Service) specified as the Relevant Screen Page in the Pricing Supplement; or
- (b) any other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

**Relevant Sukuk Obligation** means any undertaking or other obligation to pay any money given in connection with the issue of Islamic compliant certificates, whether or not in return for consideration of any kind, which for the time being are, or are intended to be, or are capable of being, quoted, listed or ordinarily dealt in or traded on any stock exchange, over-the-counter or other securities market;

**Relevant Tax Jurisdiction** means the Cayman Islands (in the case of any payment by the Issuer) or Qatar (in the case of any payment by the Guarantor) or, in either case, any political subdivision or any authority thereof or therein having power to tax;

**Relevant Time** has the meaning given in the Pricing Supplement;

**Security Interest** means any mortgage, charge, pledge, lien or other security interest including, without limitation, anything analogous to any of the foregoing under the laws of any jurisdiction;

**Series** means an issue of Notes made up of one or more Tranches all of which form a single Series and are issued on the same Conditions except that the Issue Date and Interest Commencement Date may be different in respect of different Tranches of a Series;

**Specified Office** means the office specified in the Information Memorandum or any other address notified to Holders from time to time;

**Subsidiary** means any entity whose financial statements at any time are required by law or in accordance with generally accepted accounting principles to be fully consolidated with those of the Issuer or the Guarantor, as applicable;

**Sukuk Obligation** means any undertaking or other obligation to pay money given in connection with the issue of certificates whether or not in return for consideration of any kind;

**Taxes** means taxes, levies, imposts, charges and duties (including stamp and transaction duties) imposed by any authority together with any related interest, penalties, fines and expenses in connection with them except if imposed on, or calculated having regard to, the net income of a Holder;

**U.S.\$** means the lawful currency of the United States of America; and

**Tranche** means an issue of Notes specified as such in the Pricing Supplement issued on the same Issue Date and on the same Conditions.

## 1.2 References to certain general terms

Unless the contrary intention appears, a reference in these Conditions to:

- (a) a group of persons is a reference to any two or more of them jointly and to each of them individually;
- (b) a document (including these Conditions) includes any variation or replacement of it;
- (c) **“law”** means common law, principles of equity and laws made by any parliament (and laws made by parliament include and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (d) a **“directive”** means a treaty, an official directive, request, regulation, guideline or policy (whether or not having the force of law) with which responsible participants in the relevant market generally comply;
- (e) **“Australian dollars”** or **“A\$”** is a reference to the lawful currency of Australia;
- (f) a time of day is a reference to Sydney time;
- (g) a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) if a notice must be given within a certain period of days, the day on which the notice is given, and the day on which the thing is to happen, are not to be counted in calculating that period;
- (i) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (j) anything (including any amount) is a reference to the whole and each part of it;
- (k) the words **“including”**, **“for example”** or **“such as”** when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

## 1.3 References to particular terms

Unless the contrary intention appears, in these Conditions:

- (a) a reference to a Note is a reference to a Note of a particular Series;
- (b) a reference to a Holder is a reference to the holder of Notes of a particular Series; and
- (c) a reference to a particular date is a reference to that date adjusted in accordance with the applicable Business Day Convention.

## 1.4 References to principal and interest

Unless the contrary intention appears, in these Conditions:

- (a) any reference to **“principal”** is taken to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 13

("Taxation"), any premium payable in respect of a Note, and any other amount in the nature of principal payable in respect of the Notes under these Conditions; and

- (b) the principal amount of a Note issued at a discount is to be taken as at any time to equal its Denomination;
- (c) the principal amount of a Note which is to vary by reference to a schedule or formula (where such determination has been previously made in accordance with these Conditions) is to be taken as at any time to equal its varied amount; and
- (d) any reference to "**interest**" is taken to include any Additional Amounts and any other amount in the nature of interest payable in respect of the Notes under these Conditions.

## **1.5 Number**

The singular includes the plural and vice versa.

## **1.6 Headings**

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

## **1.7 Terms defined in Pricing Supplement**

Terms which are defined in the Pricing Supplement as having a defined meaning have the same meaning when used in these Conditions but if the Pricing Supplement gives no meaning or specifies that the definition is "Not Applicable", then that definition is not applicable to the Notes.

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## **2 Introduction**

### **2.1 Programme**

Notes are issued under a debt issuance programme established by the Issuer.

### **2.2 Guarantee**

Payment of all amounts in respect of this Note has been guaranteed by the Guarantor pursuant to the Guarantee. The original of the Guarantee is held by the Registrar at its Specified Office.

### **2.3 Pricing Supplement**

- (a) Notes are issued in Series. A Series may comprise one or more Tranches having one or more Issue Dates and on conditions otherwise identical (other than in respect of the first payment of interest).
- (b) A Tranche is the subject of a Pricing Supplement which supplements, amends or replaces these Conditions. If there is any inconsistency between these Conditions and the Pricing Supplement, the Pricing Supplement prevails.
- (c) Copies of the Pricing Supplement are available for inspection or on request by a Holder or prospective Holder during normal business hours at the Specified Office of the Issuer or the Registrar.

### **2.4 Types of Notes**

A Note is either:

- (a) a Fixed Rate Note; or
- (b) a Floating Rate Note;

or a combination of the above (or any other type of debt obligation including a certificate of deposit), as specified in the relevant Pricing Supplement.

## **2.5 Denomination**

Notes are issued in a single Denomination as specified in the Pricing Supplement.

## **2.6 Currency**

Notes are denominated in the currency specified in the Pricing Supplement.

## **2.7 Clearing Systems**

Notes may be held in a Clearing System, in which case the rights of a person holding an interest in the Notes lodged in the Clearing System are subject to the rules and regulations of the Clearing System.

## **2.8 Issue restrictions**

Unless otherwise specified in the Pricing Supplement, Notes may only be offered (directly or indirectly) for issue, or applications invited for the issue of Notes, if:

- (a) where the offer or invitation is made, in or into Australia:
  - (i) the aggregate consideration payable to the Issuer by the relevant subscriber is at least A\$500,000 (or its equivalent in an alternative currency, and in either case, disregarding moneys lent by the Issuer or its associates to the subscriber) or the offer or invitation (including any resulting issue) does not otherwise require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act;
  - (ii) the offer or invitation (including any resulting issue) does not constitute an offer to a “retail client” as defined for the purposes of section 761G of the Corporations Act; and
  - (iii) the transfer complies with Banking (Exemption) Order No. 82 as if it applied to the Issuer *mutatis mutandis* (and which, as at the date of this Information Memorandum, requires all offers and transfers of any parcels of Notes to be for a minimum principal amount of at least A\$500,000); or
- (b) where the offer or invitation is made outside of Australia, at all times, the offer or invitation (including any resulting issue) complies with all applicable laws and directives in the jurisdiction in which the offer, invitation or issue takes place.

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## **3 Form**

### **3.1 Constitution under Note Deed Poll**

Notes are debt obligations of the Issuer constituted by, and owing under, the Note Deed Poll.

### **3.2 Form**

Notes are issued in registered form by entry in the Register.

### **3.3 No certificates**

No certificates will be issued to Holders unless the Issuer determines that certificates should be available or are required by any applicable law.

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## **4 Status of Notes and Guarantee**

The Notes constitute direct, unconditional and (subject to Condition 5 (“Negative pledge”)) unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Notes and of

the Guarantor under the Guarantee shall, save for such exceptions as may be provided by applicable legislation and, subject to Condition 5 (“Negative pledge”), at all times rank at least equally with all other outstanding, present and future, unsecured and unsubordinated obligations of the Issuer and the Guarantor respectively.

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## **5 Negative pledge**

So long as any Note remains outstanding neither the Issuer nor the Guarantor will, and the Issuer and the Guarantor will procure that none of their respective Principal Subsidiaries will, create or have outstanding any mortgage, charge, lien, pledge or other security interest other than a Permitted Security Interest (each, a “**Security Interest**”) upon, or with respect to, any of its present or future business, undertaking, assets or revenues (including any uncalled capital) to secure (i) any Relevant Indebtedness or Relevant Sukuk Obligation, or (ii) any guarantee or indemnity in respect of any Relevant Indebtedness or Relevant Sukuk Obligation, unless the Issuer or the Guarantor, as the case may be, in the case of the creation of a Security Interest, before or at the same time and, in any other case, promptly, takes any and all action necessary to ensure that:

- (a) all amounts payable by it under the Notes and/or the Guarantee, as the case may be, are secured by the Security Interest equally and rateably with the Relevant Indebtedness, Relevant Sukuk Obligation, guarantee or indemnity, as the case may be; or
- (b) such other Security Interest or other arrangement (whether or not it includes the giving of a Security Interest) is approved by an Extraordinary Resolution of the Holders.

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## **6 Title and transfer of Notes**

### **6.1 Title**

Title to Notes passes when details of the transfer are entered in the Register.

### **6.2 Effect of entries in Register**

Each entry in the Register in respect of a Note constitutes:

- (a) an unconditional and irrevocable undertaking by the Issuer to the Holder to pay principal and (if applicable) interest and any other amount in accordance with these Conditions and to otherwise comply with these Conditions; and
- (b) an entitlement to the other benefits given to Holders under these Conditions in respect of the relevant Note.

### **6.3 Register conclusive as to ownership**

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

### **6.4 Non-recognition of interests**

Except as required by law, the Issuer, the Guarantor and the Registrar must treat the person whose name is entered in the Register as the holder of a Note as the absolute owner of that Note. This Condition applies whether or not a Note is overdue and despite any notice of ownership, trust or interest in the Note.

### **6.5 Joint holders**

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

## 6.6 Transfers in whole

Notes may be transferred in whole but not in part.

## 6.7 Compliance with laws

Notes may only be transferred if:

- (a) in the case of Notes to be transferred in, or into, Australia, the offer or invitation giving rise to the transfer:
  - (i) is for an aggregate consideration payable to the Issuer by the relevant subscriber is at least A\$500,000 (or its equivalent in an alternative currency and, in either case, disregarding moneys lent by the Issuer or its associates to the subscriber) or the offer or invitation (including any resulting transfer) does not require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act;
  - (ii) does not constitute an offer to a “retail client” as defined for the purposes of section 761G of the Corporations Act; and
  - (iii) the transfer complies with Banking (Exemption) Order No. 82 as if it applied to the Issuer *mutatis mutandis* (and which, as at the date of this Information Memorandum, requires all offers and transfers of any parcels of Notes to be for a minimum principal amount of at least A\$500,000); or
- (b) in the case of Notes to be transferred outside of Australia, the offer or invitation giving rise to the transfer complies with any applicable law or directive of the jurisdiction where the transfer takes place.

## 6.8 Transfer procedures

Interests in Notes held in a Clearing System are transferable only in accordance with the rules and regulations of that Clearing System.

Application for the transfer of Notes not held in a Clearing System must be made by the lodgment of a transfer form with the Registrar at its Specified Office. Transfer forms must be in the form available from the Registrar. Each transfer form must be:

- (a) duly completed;
- (b) accompanied by any evidence the Registrar may require to establish that the transfer form has been duly executed; and
- (c) signed by, or on behalf of, both the transferor and the transferee.

Transfers are registered without charge provided all applicable Taxes have been paid.

## 6.9 Effect of transfer

Upon registration and entry of the transferee in the Register the transferor ceases to be entitled to future benefits under these Conditions in respect of the transferred Notes and the transferee becomes so entitled in accordance with Condition 6.2 (“Effect of entries in Register”).

## 6.10 CHES

Notes listed on the Australian Stock Exchange Limited (ABN 98 008 624 691) are not transferred through, or registered on, the Clearing House Electronic Subregister System operated by ASX Settlement Pty Limited (ABN 49 008 504 532) and are not “Approved Financial Products” (as defined for the purposes of that system).

## **6.11 Austraclear as Holder**

If Austraclear is recorded in the Register as the Holder, each person in whose Security Record (as defined in the Austraclear Regulations) a Note is recorded is taken to acknowledge in favour of the Issuer, the Registrar and Austraclear that:

- (a) the Registrar's decision to act as the Registrar of that Note is not a recommendation or endorsement by the Registrar or Austraclear in relation to that Note, but only indicates that the Registrar considers that the holding of the Note is compatible with the performance by it of its obligations as Registrar under an Agency Agreement; and
- (b) the Holder does not rely on any fact, matter or circumstance contrary to paragraph (a).

## **6.12 Estates**

A person becoming entitled to a Note as a consequence of the death or bankruptcy of a Holder or of a vesting order or a person administering the estate of a Holder may, upon producing such evidence as to that entitlement or status as the Registrar considers sufficient, transfer the Note or, if so entitled, become registered as the holder of the Note.

## **6.13 Unincorporated associations**

A transfer of a Note to an unincorporated association is not permitted.

## **6.14 Transfer of unidentified Notes**

If a Holder transfers some but not all of the Notes it holds and the transfer form does not identify the specific Notes transferred, the relevant Registrar may choose which Notes registered in the name of Holder have been transferred. However, the aggregate principal amounts of the Notes registered as transferred must equal the aggregate principal amount of the Notes expressed to be transferred in the transfer form.

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## **7 Fixed Rate Notes**

*This Condition 7 ("Fixed Rate Notes") applies to the Notes only if the Pricing Supplement states that it applies.*

### **7.1 Interest on Fixed Rate Notes**

Each Fixed Rate Note bears interest on its outstanding principal amount from (and including) its Interest Commencement Date to (but excluding) its Maturity Date at the Interest Rate. Interest is payable in arrear on each Interest Payment Date.

### **7.2 Fixed Coupon Amount**

Unless otherwise specified in the Pricing Supplement, the amount of interest payable on each Interest Payment Date in respect of the preceding Interest Period is the Fixed Coupon Amount specified in the Pricing Supplement.

### **7.3 Calculation of interest payable**

The amount of interest payable in respect of a Fixed Rate Note for any period for which a Fixed Coupon Amount is not specified in the Pricing Supplement is calculated by multiplying the Interest Rate for that period, the outstanding principal amount of the Fixed Rate Note and the applicable Day Count Fraction.

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## 8 Floating Rate Notes

*This Condition 8 (“Floating Rate Notes”) applies to the Notes only if the Pricing Supplement states that it applies.*

### 8.1 Interest on Floating Rate Notes

Each Floating Rate Note bears interest on its outstanding principal amount from (and including) its Interest Commencement Date to (but excluding) its Maturity Date at the Interest Rate.

Interest is payable in arrear:

- (a) on each Interest Payment Date; or
- (b) if no Interest Payment Date is specified in the Pricing Supplement, each date which falls the number of months or other period specified as the Specified Period in the Pricing Supplement after the preceding Interest Payment Date (or in the case of the first Interest Payment Date, after the Interest Commencement Date).

### 8.2 Interest Rate determination

The Interest Rate payable in respect of a Floating Rate Note must be determined by the Calculation Agent in accordance with these Conditions.

### 8.3 Fallback Interest Rate

Unless otherwise specified in the Pricing Supplement, if, in respect of an Interest Period, the Calculation Agent is unable to determine a rate in accordance with Condition 8.2 (“Interest Rate determination”), the Interest Rate for the Interest Period is the Interest Rate applicable to the Floating Rate Notes during the immediately preceding Interest Period.

### 8.4 ISDA Determination

If ISDA Determination is specified in the Pricing Supplement as the manner in which the Interest Rate is to be determined, the Interest Rate applicable to the Floating Rate Notes for each Interest Period is the sum of the Margin and the ISDA Rate.

In this Condition:

- (a) “**ISDA Rate**” means for an Interest Period, a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction if the Calculation Agent for the Floating Rate Notes were acting as Calculation Agent for that Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:
  - (i) the Floating Rate Option, the Designated Maturity and the Reset Date are as specified in the Pricing Supplement; and
  - (ii) the Period End Dates are each Interest Payment Date, the Spread is the Margin and the Floating Rate Day Count Fraction is the Day Count Fraction; and
- (b) “**Swap Transaction**”, “**Floating Rate**”, “**Calculation Agent**” (except references to “**Calculation Agent for the Floating Rate Notes**”), “**Floating Rate Option**”, “**Designated Maturity**”, “**Reset Date**”, “**Period End Date**”, “**Spread**” and “**Floating Rate Day Count Fraction**” have the meanings given to those terms in the ISDA Definitions.

## 8.5 Screen Rate Determination

If Screen Rate Determination is specified in the Pricing Supplement as the manner in which the Interest Rate is to be determined, the Interest Rate applicable to the Floating Rate Notes for each Interest Period is the sum of the Margin and the Screen Rate.

In this Condition, “**Screen Rate**” means, for an Interest Period, the quotation offered for the Reference Rate appearing on the Relevant Screen Page at the Relevant Time on the Interest Determination Date. However:

- (a) if there is more than one offered quotation displayed on the Relevant Screen Page at the Relevant Time on the Interest Determination Date, the “**Screen Rate**” means the rate calculated by the Calculation Agent as the average of the offered quotations. If there are more than five offered quotations, the Calculation Agent must exclude the highest and lowest quotations (or in the case of equality, one of the highest and one of the lowest quotations) from its calculation;
- (b) if an offered quotation is not displayed by the Relevant Time on the Interest Determination Date or if it is displayed but the Calculation Agent determines that there is an obvious error in that rate, the “**Screen Rate**” means:
  - (i) the rate the Calculation Agent calculates as the average mean of the Reference Rates that each Reference Bank quoted to the leading banks in the Relevant Financial Centre specified in the Pricing Supplement at the Relevant Time on the Interest Determination Date; or
  - (ii) where the Calculation Agent is unable to calculate a rate under paragraph (i) because it is unable to obtain at least two quotes, the rate the Calculation Agent calculates as the average of the rates (being the nearest equivalent to the Reference Rate) quoted by two or more banks chosen by the Calculation Agent in the Relevant Financial Centre at approximately the Relevant Time on the Interest Determination Date for a period equivalent to the Interest Period to leading banks carrying on business in the Relevant Financial Centre in good faith; or
- (c) the Pricing Supplement specifies an alternative method for the determination of the Screen Rate Determination, then that alternative method applies.

## 8.6 BBSW Rate Determination

If BBSW Rate Determination is specified in the Pricing Supplement as the manner in which the Interest Rate is to be determined, the Interest Rate applicable to the Floating Rate Notes for each Interest Period is the sum of the Margin and the BBSW Rate.

In this Condition, “**BBSW Rate**” means, for an Interest Period, the rate for prime bank eligible securities having a tenor closest to the Interest Period which is designated as the “AVG MID” on the Reuters Screen BBSW Page at approximately 10.10am on the first day of that Interest Period. However, if such rate does not appear on the Reuters Screen BBSW Page by 10.30am on that day, or if it does appear but the Calculation Agent determines that there is an obvious error in that rate, “**BBSW Rate**” means the rate determined by the Calculation Agent having regard to comparable indices then available. The rate calculated or determined by the Calculation Agent will be expressed as a percentage rate per annum and will be rounded up, if necessary, to the next higher one ten-thousandth of a percentage point (0.0001 per cent.).

## 8.7 Interpolation

If the Pricing Supplement states that “Linear Interpolation” applies to an Interest Period, the Interest Rate for that Interest Period is determined through the use of straight line interpolation by reference to two ISDA Rates, Screen Rates, BBSW Rates or other floating rates specified in the Pricing Supplement.

The first rate must be determined as if the Interest Period were the period of time for which rates are available next shorter than the length of the Interest Period (or any alternative Interest Period specified in the Pricing Supplement).

The second rate must be determined as if the Interest Period were the period of time for which rates are available next longer than the length of the Interest Period (or any alternative Interest Period specified in the Pricing Supplement).

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## **9 General provisions applicable to interest**

### **9.1 Maximum or Minimum Interest Rate**

If the Pricing Supplement specifies a Maximum Interest Rate or Minimum Interest Rate for any Interest Period, the Interest Rate for the Interest Period must not be greater than the maximum, or be less than the minimum, so specified. The Minimum Interest Rate shall not be less than zero and if no Minimum Interest Rate is specified in the relevant Pricing Supplement, the Minimum Interest Rate shall be zero.

### **9.2 Calculation of Interest Rate and interest payable**

- (a) The Calculation Agent must, as soon as practicable after determining the Interest Rate in relation to each Interest Period for each Floating Rate Note and interest bearing Structured Note, calculate the amount of interest payable for the Interest Period in respect of the outstanding principal amount of that Note.
- (b) Unless otherwise specified in the Pricing Supplement, the amount of interest payable is calculated by multiplying the product of the Interest Rate for the Interest Period and the outstanding principal amount of the Note by the applicable Day Count Fraction.
- (c) The rate determined by the Calculation Agent must be expressed as a percentage rate per annum.

### **9.3 Calculation of other amounts**

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

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

- (a) The Calculation Agent must notify the Issuer, the Guarantor, the Registrar, the Holders, each other Agent and any stock exchange or other relevant authority on which the Notes are listed of:
  - (i) each Interest Rate, the amount of interest payable and each other amount, item or date calculated or determined by it together with the Interest Payment Date; and
  - (ii) any amendment to any amount, item or date referred to in paragraph (i) arising from any extension or reduction in any Interest Period or calculation period.
- (b) The Calculation Agent must give notice under this Condition as soon as practicable after it makes its determination. However, it must give notice of each Interest Rate, the amount of interest payable and each Interest Payment Date by the fourth day of the Interest Period.
- (c) The Calculation Agent may amend its determination of any amount, item or date (or make appropriate alternative arrangements by way of adjustment) as a result of the extension or reduction of the Interest Period or calculation period without prior notice but must notify the Issuer, the Guarantor, the Registrar, the Holders, each other

Agent and each stock exchange or other relevant authority on which the Notes are listed after doing so.

## **9.5 Determination final**

The determination by the Calculation Agent of all amounts, rates and dates falling to be determined by it under these Conditions is, in the absence of manifest error, final and binding on the Issuer, the Guarantor, the Registrar, each Holder and each other Agent.

## **9.6 Rounding**

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

- (a) all percentages resulting from the calculations must be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.);
- (b) all figures resulting from the calculations must be rounded to five decimal places (with halves being rounded up); and
- (c) all amounts that are due and payable must be rounded (with halves being rounded up) to:
  - (i) in the case of Australian dollars or euro, one cent; and
  - (ii) in the case of any other currency, the lowest amount of that currency available as legal tender in the country of that currency.

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## **10 Redemption**

### **10.1 Scheduled redemption**

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

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

### **10.2 Early redemption for taxation reasons**

The Issuer may redeem all (but not some) of the Notes of a Series in whole before their Maturity Date at the Redemption Amount and any interest accrued on it to (but excluding) the redemption date if:

- (a) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 13.2 ("Withholding tax") or the Guarantor would be unable for reasons outside its control to procure payment by the Issuer and in making payment itself would be required to pay such additional amounts, in each case as a result of any change in, or amendment to, the laws or directives of a Relevant Tax Jurisdiction or any change in the application or official interpretation of such laws or directives, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes (save in each case where such additional amounts are payable under the Income Tax Law No. (21) of 2009 of the State of Qatar and/or The Executive Regulations issued in September 2011 thereunder, in each case as originally enacted);

- (b) such obligation cannot be avoided by the Issuer or, as the case may be, the Guarantor taking reasonable measures available to it.

However, the Issuer may only do so if:

- (c) the Issuer has given at least 30 days' (and no more than 60 days') notice to the Registrar, the Holders, each other Agent and any stock exchange or other relevant authority on which the Notes are listed; and
- (d) before the Issuer gives the notice under paragraph (a), the Registrar has received:
  - (i) a certificate signed by two authorised signatories of the Issuer; and
  - (ii) an opinion of independent legal advisers of recognised standing in the jurisdiction of incorporation of the Issuer,  
that the Issuer or the Guarantor has or will become obliged to pay such additional amounts as a result of such change or amendment;
- (e) in the case of Fixed Rate Notes, no notice of redemption is given earlier than 90 days before the earliest date on which the Issuer would be obliged to pay Additional Amounts; and
- (f) in the case of Floating Rate Notes and Structured Notes bearing a floating rate of interest:
  - (i) the proposed redemption date is an Interest Payment Date; and
  - (ii) no notice of redemption is given earlier than 60 days before the Interest Payment Date occurring immediately before the earliest date on which the Issuer would be obliged to pay Additional Amounts.

### **10.3 Early redemption at the option of Holders (Holder put)**

- (a) If the Pricing Supplement states that a Holder may require the Issuer to redeem all or some of the Notes of a Series held by that Holder before their Maturity Date, the Issuer must redeem the Notes specified by the Holder at the Redemption Amount and any interest accrued on it to (but excluding) the redemption date if the following conditions are satisfied:
  - (i) the amount of Notes to be redeemed is a multiple of their Denomination;
  - (ii) the Holder has given at least 15 days' (and no more than 30 days') (or any other period specified in the Pricing Supplement) notice, to the Issuer and the Registrar by delivering to the Specified Office of the Registrar during normal business hours a completed and signed redemption notice in the form obtainable from the Specified Office of the Registrar together with any evidence the Registrar may require to establish title of the Holder to the Note;
  - (iii) the notice referred to in paragraph (b) specifies an account in the country of the currency in which the Note is denominated to which the payment should be made or an address to where a cheque for payment should be sent;
  - (iv) the redemption date is an Early Redemption Date (Put) specified in the Pricing Supplement; and
  - (v) any other condition specified in the Pricing Supplement is satisfied.
- (b) A Holder may not require the Issuer to redeem any Note under this Condition 10.3 if the Issuer has given notice that it will redeem that Note under Condition 10.2 ("Early

redemption for taxation reasons”) or Condition 10.5 (“Early redemption at the option of the Issuer (Issuer call)”).

#### **10.4 Early redemption at the option of Holders (Change of Control)**

- (a) If the Pricing Supplement states that a Change of Control Put is applicable, and if a Change of Control Event occurs, the Issuer will, upon a Holder giving notice within the Change of Control Put Period to the Issuer, redeem or, at the Issuer's option, purchase (or procure the purchase of) such Note on the Change of Control Put Date at their outstanding principal amount together, if appropriate, with interest accrued to (but excluding) the Change of Control Put Date.
- (b) A Holder may not require the Issuer to redeem any Note under this Condition 10.4 if the Issuer has given notice that it will redeem that Note under Condition 10.2 (“Early redemption for taxation reasons”) or Condition 10.5 (“Early redemption at the option of the Issuer (Issuer call)”).
- (c) Promptly upon the Issuer or the Guarantor becoming aware that a Change of Control Event has occurred, the Issuer shall give notice (a “**Change of Control Notice**”) to the Holders specifying the nature of the Change of Control Put Event and the procedure for exercising the Change of Control Put.
- (d) For the purpose of this Condition:

a “**Change of Control Event**” will occur will be deemed to occur if at any time the Government of the State of Qatar ceases to own, directly or indirectly, through the Qatar Investment Authority or otherwise 50.0 per cent. of the issued share capital of the Guarantor;

“**Change of Control Put Date**” means the seventh Business Day following the expiration of the Change of Control Put Period; and

“**Change of Control Put Period**” means, in relation to any Change of Control Event, the period of 30 days from and including the date on which the Change of Control Notice is given.

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

If the Pricing Supplement states that the Issuer may redeem all or some of the Notes of a Series before their Maturity Date under this Condition, the Issuer may redeem so many of the Notes specified in the Pricing Supplement at the Redemption Amount and any interest accrued on it to (but excluding) the redemption date.

However, the Issuer may only do so if:

- (a) the amount of Notes to be redeemed is, or is a multiple of, their Denomination;
- (b) the Issuer has given at least 15 days’ (and no more than 30 days’) (or any other period specified in the Pricing Supplement) notice to the Registrar, the Holders, each other Agent and any stock exchange or other relevant authority on which the Notes are listed; and
- (c) the proposed redemption date is an Early Redemption Date (Call) specified in the Pricing Supplement; and
- (d) any other condition specified in the Pricing Supplement is satisfied.

## **10.6 Partial redemptions**

If only some of the Notes are to be redeemed under Condition 10.5 (“Early redemption at the option of the Issuer (Issuer call)”), the Notes to be redeemed must be specified in the notice and selected:

- (a) in a fair and reasonable manner; and
- (b) in compliance with any applicable law, directive or requirement of any stock exchange or other relevant authority on which the Notes are listed.

## **10.7 Effect of notice of redemption**

Any notice of redemption given under this Condition 10 (“Redemption”) is irrevocable except, in the case of a notice of redemption given under Condition 10.3 (“Early redemption at the option of Holders (Holder put)”) or Condition 10.4 (“Early redemption at the option of Holders (Change of Control)”) where, prior to the due date of redemption, an Event of Default has occurred, in which event a Holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to Condition 10.3 or Condition 10.4 and instead to declare such Note forthwith due and payable pursuant to Condition 15 (“Events of Default”).

## **10.8 Late payment**

If an amount is not paid under this Condition 10 (“Redemption”) when due, then interest continues to accrue on the unpaid amount (both before and after any demand or judgment) at the default rate specified in the Pricing Supplement (or, if no default rate is specified, the last applicable Interest Rate) until the date on which payment is made to the Holder.

## **10.9 Purchase**

The Issuer, the Guarantor and any of their related entities may at any time purchase Notes in the open market or otherwise and at any price. If purchases are made by tender, tenders must be available to all Holders alike. Notes purchased under this Condition 10.9 may be held, resold or cancelled at the discretion of the purchaser and (if the Notes are to be cancelled, the Issuer), subject to compliance with any applicable law or requirement of any stock exchange or other relevant authority on which the Notes are listed.

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## **11 General provisions**

### **11.1 Summary of payment provisions**

Payments in respect of Notes must be made in accordance with Condition 12 (“Payments”).

### **11.2 Payments subject to law**

All payments are subject to:

- (a) applicable law, but without prejudice to the provisions of Condition 13 (“Taxation”); and
- (b) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof or (without prejudice to the taxation provisions in the Information Memorandum) any law implementing any intergovernmental approach thereto;

### **11.3 Payments on business days**

If a payment is due on a day which is not a Business Day then the due date for payment is adjusted in accordance with the applicable Business Day Convention.

The Holder is not entitled to any additional payment in respect of that delay.

## **11.4 Currency indemnity**

The Issuer waives any right it has in any jurisdiction to pay an amount other than in the currency in which it is due. However, if a Holder receives an amount in a currency other than that in which it is due:

- (a) it may convert the amount received into the due currency (even though it may be necessary to convert through a third currency to do so) on the day and at such rates (including spot rate, same day value rate or value tomorrow rate) as it reasonably considers appropriate. It may deduct its usual costs in connection with the conversion; and
- (b) the Issuer satisfies its obligation to pay in the due currency only to the extent of the amount of the due currency obtained from the conversion after deducting the costs of the conversion.

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## **12 Payments**

### **12.1 Payment of principal**

Payments of principal and any final Instalment Amount in respect of a Note will be made to each person registered at 10.00 am on the payment date as the holder of a Note.

### **12.2 Payment of interest**

Payments of interest and Instalment Amounts (other than the final Instalment Amount) in respect of a Note will be made to each person registered at the close of business on the Record Date as the holder of that Note.

### **12.3 Payments to accounts**

Payments in respect of Notes will be made:

- (a) if the Notes are held in the Austraclear System, by crediting on the payment date, the amount due to:
  - (i) the account of Austraclear (as the Holder) in the country of the currency in which the Note is denominated previously notified to the Issuer and the Registrar; or
  - (ii) if requested by Austraclear, the accounts of the persons in whose Security Record (as defined in the Austraclear Regulations) a Note is recorded in the country of the currency in which the Note is denominated as previously notified by Austraclear to the Issuer and the Registrar in accordance with Austraclear Regulations; and
- (b) if the Notes are not held in the Austraclear System, by crediting on the payment date, the amount then due under each Note to an account in the country of the currency in which the Note is denominated previously notified by the Holder to the Issuer and the Registrar.

If a payment in respect of the Note is prohibited by law from being made in Australia, such payment will be made in an international financial centre for the account of the relevant payee, and on the basis that the relevant amounts are paid in immediately available funds, freely transferable at the order of the payee.

### **12.4 Other payments**

If the Holder has not notified the Registrar of an account to which payments to it must be made by the close of business on the Record Date, payments in respect of the Note will be made in such other manner as the Issuer may determine.

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**13 Taxation****13.1 No set-off, counterclaim or deductions**

All payments in respect of the Notes must be made in full without set-off or counterclaim, and without any withholding or deduction in respect of Taxes, unless prohibited by law.

**13.2 Withholding tax**

Subject to Condition 13.3 ("Withholding tax exemptions"), if a law requires the Issuer to withhold or deduct an amount in respect of Taxes from a payment in respect of the Notes such that the Holder would not actually receive on the due date the full amount provided for under the Notes, then:

- (a) the Issuer agrees to deduct the amount for the Taxes (and any further withholding or deduction applicable to any further payment due under paragraph (b) below); and
- (b) if the amount deducted or withheld is in respect of Taxes imposed by a Relevant Tax Jurisdiction, the amount payable is increased so that, after making the deduction and further deductions applicable to additional amounts payable under this Condition, each Holder is entitled to receive (at the time the payment is due) the amount it would have received if no deductions or withholdings had been required to be made.

**13.3 Withholding tax exemptions**

The Issuer is not required to pay an Additional Amount under Condition 13.2(b) ("Withholding tax") if the obligation to do so arises as a result of any one or more of the following:

- (a) the deduction is required in respect of Taxes by reason of the Holder having some connection with a Relevant Tax Jurisdiction other than the mere holding of the Note or receipt of payment in respect of the Note;
- (b) presented for payment more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a payment day;
- (c) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive; or
- (d) in any other circumstances specified in the Pricing Supplement.

Notwithstanding any other provisions of these Conditions, neither the Issuer nor the Guarantor will have an obligation to pay additional amounts in respect of the Notes for any amounts required to be withheld or deducted pursuant to sections 1471 to 1474 of the Code, or any agreement entered into with the United States under those sections if such withholding or deduction is imposed as a result of the failure by any person other than the Issuer, the Guarantor or any of their agents to establish that they are able to receive payments free of such withholding or deduction.

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**14 Time limit for claims**

A claim against the Issuer for a payment under a Note is void unless made within 10 years (in the case of principal) or 5 years (in the case of interest and other amounts) from the date on which payment first became due.

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## 15 Events of Default

### 15.1 Events of Default for Notes

If any one or more of the following events (each an “**Event of Default**”) occurs and is continuing:

- (a) default is made in the payment of any principal or interest due in respect of the Notes or any of them and the default continues for a period of seven days or more in the case of principal and 14 days or more in the case of interest;
- (b) the Issuer or the Guarantor fails to perform or observe any of its other obligations under the Conditions or the Guarantee and (except in any case where the failure is incapable of remedy when no such continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 30 days next following the service by a Holder on the Issuer of notice requiring the same to be remedied;
- (c)
  - (i) any Indebtedness or Sukuk Obligation of the Issuer, the Guarantor or any of their respective Principal Subsidiaries is not paid when due or (as the case may be) within any originally applicable grace period;
  - (ii) any such Indebtedness or Sukuk Obligation becomes (or becomes capable of being declared) due and payable prior to its stated maturity by reason of default (however described); or
  - (iii) the Issuer, the Guarantor or any of their respective Principal Subsidiaries fails to pay when due or (as the case may be) within any originally applicable grace period any amount payable by it under any Guarantee of any Indebtedness or Sukuk Obligation, provided that each such event shall not constitute an Event of Default unless the aggregate amount of all such Indebtedness or Sukuk Obligation, either alone or when aggregated with all other Indebtedness or Sukuk Obligations in respect of which such an event shall have occurred and be continuing, shall be more than U.S.\$15,000,000 (or its equivalent in any other currency or currencies);
- (d) one or more judgments or orders for the payment of any sum in excess of U.S.\$15,000,000 is rendered against the Issuer, the Guarantor or any of their respective Subsidiaries and continues unsatisfied, unstayed and unappealed (or, if appealed, the appeal is unsuccessful and thereafter the judgment continues unsatisfied and unstayed for a period of 30 days) for a period of 60 days after the date thereof;
- (e)
  - (i) any order is made by any competent court or resolution passed for the winding up or dissolution of the Issuer, the Guarantor or any of their respective Principal Subsidiaries, save in connection with a Permitted Reorganisation;
  - (ii) the Issuer, the Guarantor or any of their respective Principal Subsidiaries ceases or threatens to cease to carry on the whole or a substantial part of its business, save in connection with a Permitted Reorganisation, or the Issuer, the Guarantor or any of their respective Principal Subsidiaries stops or threatens to stop payment of, or is unable to, or admits inability to, pay, its debts (or any class of its debts) as they fall due, or is deemed unable to pay its debts pursuant to or for the purposes of any applicable law, or is adjudicated or found bankrupt or insolvent;

- (iii)
  - (A) court or other formal proceedings are initiated against the Issuer, the Guarantor or any of their respective Principal Subsidiaries under any applicable liquidation, insolvency, composition, reorganisation or other similar laws, or an application is made (or documents filed with a court) for the appointment of an administrative or other receiver, manager, administrator or other similar official, or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to the Issuer, the Guarantor or any of their respective Principal Subsidiaries or, as the case may be, in relation to the whole or a substantial part of the undertaking or assets of any of them, or an encumbrancer takes possession of the whole or a substantial part of the undertaking or assets of any of them, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against the whole or a substantial part of the undertaking or assets of any of them; and
  - (B) in any case (other than the appointment of an administrator) is not discharged within 30 days unless such proceedings are being actively pursued in good faith;
- (iv) the Issuer, the Guarantor or any of their respective Principal Subsidiaries initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws (including the obtaining of a moratorium) or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors) save in connection with a Permitted Reorganisation; or
- (v) any event occurs which under the laws of the Cayman Islands or the State of Qatar or any other jurisdiction has an analogous effect to any of the events referred to in paragraphs (i) to (iv) above;
- (f) at any time it is or becomes unlawful for the Issuer or the Guarantor to perform or comply with any or all of its obligations under or in respect of the Notes, the Deed of Guarantee or any of the obligations of the Issuer or of the Guarantor thereunder are not or cease to be legal, valid, binding or enforceable;
- (g) by or under the authority of any government:
  - (i) the management of the Issuer, the Guarantor or any of their respective Principal Subsidiaries is wholly or substantially displaced or the authority of the Issuer, the Guarantor or any of their respective Principal Subsidiaries in the conduct of its business is wholly or substantially curtailed; or
  - (ii) all or a majority of the issued share capital of the Issuer, the Guarantor or any of their respective Principal Subsidiaries or the whole or a substantial part of its revenues or assets are seized, nationalised, expropriated or compulsorily acquired;
- (h) the Guarantee ceases to be, or is claimed by the Guarantor not to be, in full force and effect; or
- (i) if the Issuer ceases to be a subsidiary wholly-owned and controlled, directly or indirectly, by the Guarantor,

then any Holder may, by written notice to the Issuer, effective upon the date of receipt thereof by the Issuer, declare any Note held by it to be forthwith due and payable whereupon the same shall become forthwith due and payable at its Early Redemption Amount, together with accrued interest (if any) to the date of repayment, without presentment, demand, protest or other notice of any kind.

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## **16 Agents**

### **16.1 Role of Agents**

In acting under an Agency Agreement, each Agent acts solely as agent of the Issuer and the Guarantor and does not assume any obligations towards or relationship of agency or trust for or with any Holder.

### **16.2 Appointment and replacement of Agents**

Each initial Agent for a Series of Notes is specified in the Pricing Supplement. Subject to Condition 16.4 ("Required Agents"), the Issuer reserves the right at any time to vary or terminate the appointment of any Agent and to appoint a successor.

### **16.3 Change of Agent**

Notice of any change of an Agent or its Specified Offices must promptly be given to the Holders by the Issuer or the Agent on its behalf.

### **16.4 Required Agents**

The Issuer must:

- (a) at all times maintain a Registrar; and
- (b) if a Calculation Agent is specified in the Pricing Supplement, at all times maintain a Calculation Agent.

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## **17 Meetings of Holders**

The Meetings Provisions contain provisions (which have effect as if incorporated in these Conditions) for convening meetings of the Holders of any Series to consider any matter affecting their interests, including any variation of these Conditions by Extraordinary Resolution.

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## **18 Variation**

### **18.1 Variation with consent**

Unless Condition 18.2 ("Variation without consent") applies, any Condition may be varied by the Issuer with prior approval from the Holders by Extraordinary Resolution in accordance with the Meetings Provisions.

### **18.2 Variation without consent**

Any Condition may be amended by the Issuer without the consent of the Holders if the amendment:

- (a) is of a formal, minor or technical nature;
- (b) is made to correct a manifest error;
- (c) is made to cure any ambiguity or correct or supplement any defective or inconsistent provision and, in the reasonable opinion of the Issuer, is not materially prejudicial to the interests of the Holders; or
- (d) only applies to Notes issued by it after the date of amendment.

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**19 Further issues**

The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same Conditions as the Notes of any Series in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Notes of that Series.

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**20 Substitution****20.1 Substitution of the Issuer**

The Issuer, or any previous substituted company, may at any time, without the consent of the Holders, substitute for itself as principal debtor under the Notes, any company (the "**Substituted Debtor**") that is the Guarantor, or a Subsidiary of the Guarantor, provided that no payment in respect of the Notes is at the relevant time overdue. The substitution shall be made by a deed poll (the "**Deed Poll**"), to be substantially in the form scheduled to the Note Deed Poll as, and may take place only if:

- (a) the Deed Poll and such other documents (if any) shall be executed by the Issuer, the Substituted Debtor and (if the Substituted Debtor is not the Guarantor) the Guarantor as may be necessary to give full effect to the substitution (together, the "**Documents**") and (without limiting the generality of the foregoing) pursuant to which the Substituted Debtor shall undertake in favour of each Holder to be bound by the Conditions of the Notes and the provisions of the Note Deed Poll as fully as if the Substituted Debtor had been named in the Notes and the Note Deed Poll as the principal debtor in respect of the Notes in place of the Issuer (or any previous substitute) and (if the Substituted Debtor is not the Guarantor) pursuant to which the Guarantor shall unconditionally and irrevocably guarantee (the "**New Deed of Guarantee**") in favour of each Holder the payment of all sums payable by the Substituted Debtor as such principal debtor on the same terms mutatis mutandis as the Guarantee;
- (b) without prejudice to the generality of paragraph (a) above, where the Substituted Debtor is incorporated, domiciled or resident for taxation purposes in a territory other than the Cayman Islands, the Documents shall contain a covenant by the Substituted Debtor and/or such other provisions as may be necessary to ensure that each Holder has the benefit of a covenant in terms corresponding to the provisions of Condition 13 ("Taxation") with the substitution for the references to the Cayman Islands of references to the territory or territories in which the Substituted Debtor is incorporated, domiciled and/or resident for taxation purposes. The Documents shall also contain a covenant by the Substituted Debtor and (if the Substituted Debtor is not the Guarantor) the Guarantor to indemnify and hold harmless each Holder against all taxes or duties which arise by reason of a law or regulation having legal effect or being in reasonable contemplation thereof on the date such substitution becomes effective, which may be incurred or levied against such holder as a result of any substitution pursuant to this Condition and which would not have been so incurred or levied had such substitution not been made (and, without limiting the foregoing, any and all taxes or duties which are imposed on any such Holder by any political subdivision or taxing authority of any country in which such Holder resides or is subject to any such tax or duty and which would not have been so imposed had such substitution not been made);
- (c) the Documents shall contain a representation and warranty by the Substituted Debtor and (if the Substituted Debtor is not the Guarantor) the Guarantor:
  - (i) that the Substituted Debtor and (if the Substituted Debtor is not the Guarantor) the Guarantor have obtained all necessary governmental and regulatory approvals and consents for such substitution and (if the Substituted Debtor is not the Guarantor) for the giving by the Guarantor of the New Deed of Guarantee in respect of the obligations of the Substituted Debtor on the same terms mutatis mutandis as the Deed of Guarantee and

for the performance by each of the Substituted Debtor and (if the Substituted Debtor is not the Guarantor) the Guarantor of its obligations under the Documents and that all such approvals and consents are in full force and effect; and

- (ii) that the obligations assumed by the Substituted Debtor and (if the Substituted Debtor is not the Guarantor) the Guarantor under the Documents are all legal, valid and binding in accordance with their respective terms;
- (d) each stock exchange on which the Notes are listed shall have confirmed that following the proposed substitution of the Substituted Debtor the Notes will continue to be listed on such stock exchange;
- (e) the Issuer shall have delivered to the Registrar or procured the delivery to the Registrar of a legal opinion addressed to the Issuer, the Substituted Debtor and the Guarantor from a leading firm of lawyers in Australia and from a leading firm of lawyers in the country of incorporation of the Substituted Debtor to the effect that the Documents constitute legal, valid and binding obligations of the Substituted Debtor and that there are no circumstances which, upon the substitution becoming effective, would give rise to any of the events described in Condition 10.2 (“Early redemption for taxation reasons”) in respect of the Substituted Debtor, such opinion to be dated not more than seven days prior to the date of the substitution of the Substituted Debtor for the Issuer and to be available for inspection by Holders at the specified office of the Registrar;
- (f) the Guarantor shall have delivered to the Registrar or procured the delivery to the Registrar of a legal opinion addressed to the Issuer, the Substituted Debtor and the Guarantor from a leading firm of Qatari lawyers and from a leading firm of lawyers in Australia, each acting for the Guarantor, to the effect that, in the case where the Substituted Debtor is not the Guarantor, the Documents (including the New Deed of Guarantee given by the Guarantor in respect of the obligations of the Substituted Debtor) constitute legal, valid and binding obligations of the Guarantor, such opinion to be dated not more than seven days prior to the date of substitution of the Substituted Debtor for the Issuer and to be available for inspection by Holders at the specified office of the Registrar;
- (g) the Substituted Debtor shall have appointed the process agent appointed by the Issuer in Condition 22.6 (“Agent for service of process”) or another person with an office in New South Wales, Australia as its agent to receive service of process on its behalf in relation to any legal action or proceedings arising out of or in connection with the Notes or the Documents;
- (h) there being no outstanding Event of Default in respect of the Notes; and
- (i) any credit rating assigned to the Notes will remain the same or be improved when the Substituted Debtor replaces and substitutes the Issuer in respect of the Notes.

## **20.2 Assumption by Substitute Debtor**

Upon execution of the Documents as referred to in Condition 20.1 (“Substitution of the Issuer”) above, the Substituted Debtor shall be deemed to be named in the Notes as the principal debtor in place of the Issuer (or of any previous substitute under these provisions) and the Notes shall thereupon be deemed to be amended to give effect to the substitution. The execution of the Documents shall operate to release the Issuer as issuer (or such previous substitute as aforesaid) from all of its obligations as principal debtor in respect of the Notes.

## **20.3 Deposit of Documents**

The Documents shall be deposited with and held by the Registrar for so long as any Note remains outstanding and for so long as any claim made against the Substituted Debtor or (if

the Substituted Debtor is not the Guarantor) the Guarantor by any Holder in relation to the Notes or the Documents shall not have been finally adjudicated, settled or discharged. The Substituted Debtor and (if the Substituted Debtor is not the Guarantor) the Guarantor shall acknowledge in the Documents the right of every Holder to production of the Documents for the enforcement of any of the Notes or the Documents.

## **20.4 Notice of Substitution**

Not less than 15 business days after execution of the Documents, the Substituted Debtor shall give notice thereof to the Holders in accordance with Condition 21 (“Notices”). References in Condition 15 (“Events of Default”) to obligations under the Notes shall be deemed to include obligations under the Deed Poll, and, where the Deed Poll contains a guarantee, the events listed in Condition 15 shall be deemed to include that guarantee not being (or being claimed by the guarantor not to be) in full force and effect.

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## **21 Notices**

### **21.1 Notices to Holders**

All notices and other communications to Holders must be in writing and must be left at the address of or sent by prepaid post (airmail, if appropriate) to the address of the Holder (as shown in the Register at the close of business on the day which is 3 Business Days before the date of the notice or communication).

They may also be:

- (a) given by an advertisement published in the *Australian Financial Review* or *The Australian*; or
- (b) if the Pricing Supplement specifies an additional or alternate newspaper, given by an advertisement published in that newspaper.

### **21.2 Notices to the Issuer and the Agents**

All notices and other communications to the Issuer or an Agent must be in writing and may be left at the address of, or sent by prepaid post (airmail, if appropriate) to, the Specified Office of the Issuer or the Agent.

### **21.3 When effective**

They take effect from the time they are received unless a later time is specified in them.

### **21.4 Deemed receipt - publication in newspaper**

If published in a newspaper, they are taken to be received on the first date that publication has been made in all the required newspapers.

### **21.5 Deemed receipt - postal**

If sent by post, they are taken to be received five days after posting.

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## **22 Governing law and submission to jurisdiction**

### **22.1 Governing law**

Notes are governed by the law in force in New South Wales.

### **22.2 Agreement to arbitrate**

Subject to Condition 22.3 (“Option to litigate”), any dispute, claim, difference or controversy arising out of, relating to or having any connection with the Notes (including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the Notes) (“**Dispute**”) shall be referred to and finally

resolved by arbitration in accordance with the Arbitration Rules (“**Rules**”) of the Australian Centre for International Commercial Arbitration (“**ACICA**”), which Rules (as amended from time to time) are deemed to be incorporated by reference into this Condition 22.2. For these purposes:

- (a) the place of arbitration shall be Sydney;
- (b) there shall be three arbitrators, each of whom shall be disinterested in the arbitration, shall have no connection with any party thereto and shall be a lawyer experienced in international securities transactions; and
- (c) the language of the arbitration shall be English.

On receipt by the Issuer of a Notice of Arbitration as defined in the Rules initiated by a Holder, the Issuer shall send a copy of the Notice of Arbitration to all Holders, (“**Notification**”) within 30 days of receipt. The arbitral proceedings shall be suspended until the earlier of the completion of the Notification process or 30 days following the receipt by the Issuer of a Notice of Arbitration.

Any Holder may, on receipt of such Notification, request to be joined with any other Holder, to that arbitration, by filing a written notice (“**Joinder Notice**”) with the relevant Holder and the Issuer prior to disclosure of documents in that arbitration. Each Holder hereby agrees to accept the joinder of any other Holder where the interests of the Holders are materially similar. Failure to file a Joinder Notice does not preclude any Holder from bringing any action (whether arising from similar facts to those relevant to the arbitration in respect of which the Notification is provided or otherwise) in the future.

Any multi-party arbitration resulting from the joinder of any other Holder(s) will be formally settled in single arbitral proceedings.

In multi-party arbitration proceedings, the arbitral tribunal shall have all powers necessary to establish any supplementary procedural rules required or desirable in view of the multi-party nature of the proceedings.

In the event of arbitration proceedings where the interests of Holders are sufficiently similar to permit those parties to be represented by a single counsel without generally accepted principles regarding conflicts of interest being infringed, such parties are obliged to act together and through one counsel only. In the event that there is some question as to whether the interests of some or all of the Holders concerned are sufficiently similar to invoke the terms of this provision requiring joint representation, then that may be determined as a preliminary issue by the arbitral tribunal.

### **22.3 Option to litigate**

Notwithstanding Condition 22.2 (“Agreement to arbitrate”) above, any Holder may, in the alternative, and at its sole discretion, by notice in writing to the Issuer:

- (a) within 28 days of service of a Notice of Arbitration (as defined in the Rules); or
- (b) in the event no arbitration is commenced,

require that a Dispute be heard by a court of law. If any Holder gives such notice, the Dispute to which such notice refers shall be determined in accordance with Condition 22.4 (“Effect of option to litigate”) and any arbitration commenced under Condition 22.2 (“Agreement to arbitrate”) in respect of that Dispute will be terminated. Each of the parties to the terminated arbitration will bear its own costs in relation thereto.

If any notice to terminate is given after service of any Notice of Arbitration in respect of any Dispute, the relevant Holder must also promptly give notice to ACICA and to any Arbitral Tribunal (each as defined in the Rules) already appointed in relation to the Dispute that such

Dispute will be settled by the courts. Upon receipt of such notice by the ACICA, the arbitration and any appointment of any arbitrator in relation to such Dispute will immediately terminate. Any such arbitrator will be deemed to be *functus officio*. The termination is without prejudice to:

- (i) the validity of any act done or order made by that arbitrator or by the court in support of that arbitration before his appointment is terminated;
- (ii) his entitlement to be paid his proper fees and disbursements; and
- (iii) the date when any claim or defence was raised for the purpose of applying any limitation bar or any similar rule or provision.

#### **22.4 Effect of option to litigate**

In the event that a notice pursuant to Condition 22.3 (“Option to litigate”) is issued, the following provisions shall apply:

- (a) subject to paragraph (c) below, the courts of New South Wales, Australia shall have exclusive jurisdiction to settle any Dispute and the Issuer and the Guarantor submits to the exclusive jurisdiction of such courts;
- (b) the Issuer and the Guarantor agrees that the courts of New South Wales are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary; and
- (c) this Condition 22.4 is for the benefit of the Holders only. As a result, and notwithstanding paragraph (a) above, any Holder may take proceedings relating to a Dispute (“**Proceedings**”) in any other courts with jurisdiction. To the extent allowed by law, any Holder may take concurrent Proceedings in any number of jurisdictions.

#### **22.5 Serving documents**

- (a) Without preventing any other method of service, any document in any action may be served on the Issuer or a Holder by being delivered or left at their registered office or principal place of business.
- (b) For so long as any of the Notes issued by the Issuer are outstanding, the Issuer and the Guarantor will ensure that there is an agent appointed to accept service of process in Australia in respect of any legal action or proceedings as may be commenced by arbitration or brought in the courts of New South Wales or the Federal Courts of Australia.

#### **22.6 Agent for service of process**

The Issuer and the Guarantor respectively appoint Dabserv Corporate Services Pty Limited (ABN 73 001 824 111) of Level 61 Governor Phillip Tower, 1 Farrer Place, Sydney NSW 2000, Australia, as its agent to receive any document referred to in Condition 22.5 (“Serving documents”). If for any reason that person ceases to be able to act as such, the Issuer and the Guarantor will immediately appoint another person with an office located in New South Wales to receive any such document and promptly notify the Registrar and the Holders of such appointment.

#### **22.7 Consent to enforcement**

The Issuer and the Guarantor agrees that an arbitral award or judgment or order of an Australian or other court, in connection with a dispute arising out of or in connection with these Conditions, shall be binding on it and may be enforced against it in the courts of any competent jurisdiction. For the purposes of the foregoing, in respect of any proceedings arising out of or connected with the enforcement and/or execution of any award or judgment made against the Issuer, the Issuer hereby expressly submits to the jurisdiction of any court in which any such proceedings are brought.

## **22.8 Waiver of immunity**

To the extent that the Issuer or the Guarantor, respectively, may claim for itself or its assets or revenues immunity from jurisdiction, enforcement, prejudgment proceedings, injunctions and all other legal proceedings and relief and to the extent that such immunity (whether or not claimed) may be attributed to it or its assets or revenues, the Issuer and the Guarantor agrees not to claim and irrevocably and unconditionally waives such immunity in relation to any Proceedings or Disputes. Further, the Issuer and the Guarantor, respectively, irrevocably and unconditionally consents to the giving of any relief or the issue of any legal proceedings, including, without limitation, jurisdiction, enforcement, prejudgment proceedings and injunctions in connection with any Proceedings or Disputes.

# Form of Pricing Supplement

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*The Pricing Supplement to be issued in respect of each Tranche of Notes will be substantially in the form set out below.*

Series No.: [●]

Tranche No.: [●]



**A\$[·] Debt Issuance Programme**

Issue of

**[Aggregate Principal Amount of Tranche]  
[Title of Notes] ("Notes")**

by  
**QNB Finance Ltd**

**unconditionally and irrevocably guaranteed by Qatar National Bank S.A.Q.**

The date of this Pricing Supplement is [●].

This Pricing Supplement (as referred to in the Information Memorandum dated [●] in relation to the above Programme) relates to the Tranche of Notes referred to above. It is supplementary to, and should be read in conjunction with the Note Deed Poll executed by the Issuer dated [●].

This Pricing Supplement does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an offering of the Notes or the distribution of this Pricing Supplement in any jurisdiction where such action is required.

**Neither the Issuer nor the Guarantor is a bank or authorised deposit-taking institution which is authorised under the Banking Act 1959 of Australia. The Notes are not guaranteed by the Commonwealth of Australia. Neither the Issuer nor the Guarantor is supervised by the Australian Prudential Regulation Authority. An investment in Notes issued under the Programme will not be covered by the depositor protection provisions in section 13A of the Australian Banking Act and will not be covered by the Australian Government's bank deposit guarantee (also commonly referred to as the Financial Claims Scheme).**

The particulars to be specified in relation to the Tranche of Notes referred to above are as follows:

- |          |                      |   |                                      |
|----------|----------------------|---|--------------------------------------|
| <b>1</b> | <b>Issuer</b>        | : | QNB Finance Ltd                      |
|          | <b>Guarantor</b>     | : | Qatar National Bank S.A.Q.           |
| <b>2</b> | <b>Type of Notes</b> | : | [Fixed Rate / Floating Rate / other] |

- 3 **If to form a single Series with an existing Series, specify the existing Series and the date on which all Notes of the Series become fungible, if not the Issue Date** : [Specify]
- 4 **Method of distribution** : [Private / Syndicated Issue]
- 5 **Lead Manager** : [Name(s)]
- 6 **Purchasing Dealer[s]** : [Name]
- 7 **Principal amount of Tranche** : [Specify]
- 8 **Issue Date** : [Specify]
- 9 **Purchase Price** : [Specify]
- 10 **Currency and denomination** : [Specify currency and amount]
- 11 **Maturity Date** : [Specify] [In the case of an amortising Notes, insert the date on which the last instalment of principal is payable].
- 12 **Status of the Notes** : [Unsubordinated. If nothing is specified, Notes will be unsubordinated.]
- 13 **If the Notes are Fixed Rate Notes** : Condition 7 applies: [Yes / No]
- Fixed Coupon Amount** : [Specify]
- Interest Rate** : [Specify]
- Interest Commencement Date, if not Issue Date** : [Specify]
- Interest Payment Dates** : [Specify]
- Business Day Convention** : [Following Business Day Convention / Preceding Business Day Convention / No Adjustment / other]
- Day Count Fraction** : [Specify]
- 14 **If the Notes are Floating Rate Notes** : Condition 8 applies: [Yes / No]
- Interest Commencement Date, if not Issue Date** : [Specify / Not applicable]
- Interest Rate** : [Specify method of calculation]
- Interest Payment Dates** : [Specify dates or the Specified Period]
- Business Day Convention** : [Floating Rate Convention (specify interest period) / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention / No Adjustment / other]

	<b>Margin</b>	:	[Specify] (state if positive or negative)
	<b>Day Count Fraction</b>	:	[Specify]
	<b>Fallback Interest Rate</b>	:	[Specify / Not applicable]
	<b>Interest Rate Determination</b>	:	[ISDA Determination / Screen Rate Determination / BBSW Rate Determination]
	[If ISDA Determination applies, specify]		
	<b>Floating Rate Option</b>	:	[Specify]
	<b>Designated Maturity</b>	:	[Specify]
	<b>Reset Date</b>	:	[Specify]
	[If Screen Rate Determination applies, specify]		
	<b>Relevant Screen Page</b>	:	[Specify]
	<b>Relevant Time</b>	:	[Specify]
	<b>Reference Rate</b>	:	[Specify]
	<b>Reference Banks</b>	:	[Specify]
	<b>Interest Determination Date</b>	:	[Specify]
	[If BBSW Rate Determination applies, specify]		
	<b>BBSW Rate</b>	:	[Yes / No] [Set out any variation to the Conditions]
15	<b>Relevant Financial Centre</b>	:	[Applicable (specify) / Not applicable]
16	<b>Linear Interpolation</b>	:	[Applicable / Not applicable] [If applicable, provide details]
21	<b>Business Day Convention</b>	:	[Specify]
22	<b>Redemption Amount</b>	:	[Specify any variations to the Redemption Amount as defined in the Conditions]
23	<b>Early redemption at the option of Holders (Holder put)</b>	:	[Applicable (specify) / Not applicable]
24	<b>Early redemption at the option of Holders (Change of Control)</b>	:	[Applicable (specify) / Not applicable]

- 25 **Early Redemption Amount (Tax)** : [Specify]  
**If Early Redemption Amount (Tax) is not the Redemption Amount plus interest accrued on each Note to (but excluding) the redemption date insert amount or full calculation provisions**
- 26 **Early Redemption Amount (Default)** : [Specify]  
**If Early Redemption Amount (Default) is not the Redemption Amount plus interest accrued on each Note to (but excluding) the redemption date insert amount or full calculation provisions**
- 27 **[Events of Default]** : [Specify any additional (or modifications to) Events of Default]
- 28 **[Additional or alternate newspapers]** : [Specify any additional or alternate newspapers for the purposes of Condition 21.1(b)]
- 29 **[Taxation]** : [Specify any additional circumstances in which an exception to the gross up obligation are to apply pursuant to Condition 13.3(d)]
- 30 **Other relevant terms and conditions** : [Specify any Conditions to be altered, varied, deleted otherwise than as provided above and also any additional Conditions to be included]
- 31 **Registrar** : [Name and address]  
[If required, specify details of Agency Agreement]  
[If required, specify any other Agents]
- 32 **[Calculation Agent]** : [Name and address]  
[If required, specify details of Agency Agreement]
- 33 **Clearing System(s)** : Austraclear / Specify others
- 34 **ISIN** : [Specify]
- 35 **[Common Code]** : [Specify]
- 36 **[Selling restrictions]** : [Specify any variation to the selling restrictions]
- 37 **Listing** : [Unlisted / Specify]
- 38 **Rating** : [Specify]
- 39 **[Other amendments]** : [Specify]

**CONFIRMED**

**For and on behalf of  
QNB Finance Ltd**

By: .....

Name: .....

Title: .....

Date: .....

**ACKNOWLEDGED**

**For and on behalf of  
Qatar National Bank S.A.Q.**

By: .....

Name: .....

Title: .....

Date: .....

# Form of Guarantee

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*The text of the Guarantee will be in the form set out below.*

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## 1 Definitions and interpretation

### 1.1 Incorporation of defined terms

Terms which are defined (or given a particular meaning) in the Conditions have the same meaning when used in this deed unless the same term is also defined in this deed, in which case the definition in this deed prevails.

### 1.2 Other definitions

These meanings apply unless the contrary intention appears:

**Conditions** means, in respect of a Note, the terms and conditions applicable to such Note as set out in the Information Memorandum, as amended, supplemented, modified or replaced by the Pricing Supplement applicable to such Note and references to a particular numbered Condition shall be construed accordingly;

**Extraordinary Resolution** has the meaning given in the Meetings Provisions;

**Guarantee** means the guarantee given by the Guarantor in clause 3.1 (“Guarantee”);

**Information Memorandum** means, in respect of a Note, the information memorandum, disclosure document (as defined in the Corporations Act) or other offering document referred to in the Pricing Supplement for that Note and all documents incorporated by reference into it, including any applicable Pricing Supplement and any other amendments or supplements to it;

**Issuer** means QNB Finance Ltd;

**Meetings Provisions** means the provisions relating to meetings of Holders set out as a schedule to the Note Deed Poll;

**Note Deed Poll** means:

- (a) the deed poll entitled “Note Deed Poll” dated 7 April 2016; and
- (b) such other deed poll that supplements, amends, amends and restates, modifies or replaces the deed poll referred to above, or which is otherwise acknowledged in writing to be a deed poll for the purposes of the Programme,

in each case, executed by the Issuer;

**Person** means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

**Programme** means the uncommitted revolving programme for the issue of Notes as described in this agreement and the Information Memorandum; and

**Registrar** means BTA Institutional Services Australia Limited (ABN 48 002 916 396).

### 1.3 Interpretation

- (a) Unless the contrary intention appears, a reference in this deed to:

- (b) a group of persons is a reference to any two or more of them jointly and to each of them individually;
- (c) a document (including this deed) includes any variation, amendment, amendment and restatement or variation or replacement of it;
- (d) “**law**” means common law, principles of equity and laws made by any parliament (and laws made by parliament include and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (e) a “**directive**” means a treaty, an official directive, request, regulation, guideline or policy (whether or not having the force of law) with which responsible participants in the relevant market generally comply;
- (f) “**Australian dollars**” or “**A\$**” is a reference to the lawful currency of Australia;
- (g) a time of day is a reference to Sydney time;
- (h) the word “**person**” includes an individual, a firm, a body corporate, an unincorporated association and an authority;
- (i) a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (j) if a notice must be given within a certain period of days, the day on which the notice is given, and the day on which the thing is to happen, are not to be counted in calculating that period;
- (k) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (l) anything (including any amount) is a reference to the whole and each part of it; and
- (m) the words “including”, “for example” or “such as” when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

#### **1.4 Number**

The singular includes the plural and vice versa.

#### **1.5 Headings**

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

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## **2 Deed poll**

### **2.1 Benefit**

- (a) Each Holder has the benefit of, and is entitled to enforce, this deed even though it is not a party to, or is not in existence at the time of execution and delivery of, this deed.
- (b) This deed is granted for the benefit of each person who, at any time, is a Holder.

## **2.2 Rights independent**

- (a) Each Holder may enforce its rights under this deed independently from each other Holder and any other person.
- (b) Nothing done or omitted to be done by a Holder under or in relation to this deed will affect the rights of any other Holder (as the case may be).

## **2.3 Holders bound**

The Guarantee and the other undertakings in this deed are given subject to and on the condition that each Holder is taken to have notice of, and be bound by, all the provisions of this deed and the relevant Conditions.

## **2.4 Direction to hold documents**

Each Holder is taken to have irrevocably:

- (a) instructed the Guarantor that this deed is to be delivered to and held by the Registrar; and
- (b) appointed and authorised the Registrar to hold those documents in Sydney (or any other place in New South Wales as the Issuer and the Registrar may agree) on behalf of the Holders,

in each case until all the obligations of the Issuer under the Note Deed Poll and any Notes have been discharged in full.

## **2.5 Copies of documents to Holders**

Within 14 days of the Guarantor receiving a written request from a Holder to do so, the Guarantor must provide (or procure that the Registrar provides) to that Holder a certified copy of any document held in accordance with clause 2.4 (“Direction to hold documents”) if the Holder requires such copy in connection with any legal proceeding, claim or action brought by the Holder in relation to its rights under a Note or the Guarantee.

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# **3 Guarantee**

## **3.1 Guarantee**

The Guarantor unconditionally and irrevocably guarantees that if the Issuer does not pay any sum payable by it under the Notes, by the time and on the date specified for such payment (whether on the normal due date, on acceleration or otherwise), the Guarantor shall pay that sum to each Holder on demand in the city in which payment is so to be made. All payments under the Guarantee by the Guarantor shall be made subject to the Conditions.

## **3.2 Status**

- (a) The Guarantor represents and warrants that all necessary governmental consents and authorisations for the giving and implementation of this Guarantee have been obtained.
- (b) The payment obligations of the Guarantor under the Guarantee shall, save for such exceptions as may be provided by applicable legislation and subject to Condition 5 (“Negative pledge”), at all times rank at least equally with all other outstanding, present and future, unsecured and unsubordinated obligations of the Guarantor

### **3.3 Guarantor as principal debtor**

As between the Guarantor and the Holders but without affecting the Issuer's obligations, the Guarantor shall be liable under this deed as if it were the sole principal debtor and not merely a surety. Accordingly, its obligations shall not be discharged, nor shall its liability be affected, by anything that would not discharge it or affect its liability if it were the sole principal debtor, including:

- (a) any time, indulgence, waiver or consent at any time given to the Issuer or any other person;
- (b) any amendment to any other provisions of this Guarantee or to the Conditions or to any security or other guarantee or indemnity;
- (c) the making or absence of any demand on the Issuer or any other person for payment;
- (d) the enforcement or absence of enforcement of this Guarantee, the Notes or the Note Deed Poll or of any security or other guarantee or indemnity;
- (e) the taking, existence or release of any security, guarantee or indemnity;
- (f) the dissolution, amalgamation, reconstruction or reorganisation of the Issuer or any other person; or
- (g) the illegality, invalidity or unenforceability of or any defect in any provision of this Guarantee, the Notes or the Note Deed Poll or any of the Issuer's obligations under any of them.

### **3.4 Guarantor's obligations continuing**

- (a) The Guarantor's obligations under this Guarantee are and shall remain in full force and effect by way of continuing security until no sum remains payable under the Notes, the Note Deed Poll or this Guarantee and no further Notes may be issued by the Issuer under the Programme. Furthermore, those obligations of the Guarantor are additional to, and not instead of, any security or other guarantee or indemnity at any time existing in favour of any person, whether from the Guarantor or otherwise and may be enforced without first having recourse to the Issuer, any other person, any security or any other guarantee or indemnity. The Guarantor irrevocably waives all notices and demands of any kind.
- (b) So long as any sum remains payable under the Notes, the Note Deed Poll or this Guarantee, the Guarantor shall not exercise or enforce any right, by reason of the performance of any of its obligations under this Guarantee, to be indemnified by the Issuer or to take the benefit of or enforce any security or other guarantee or indemnity.
- (c) The Guarantor shall on demand indemnify the relevant Holder, on an after tax basis, against any cost, loss, expense or liability sustained or incurred by it as a result of it being required for any reason (including any bankruptcy, insolvency, winding-up, dissolution or similar law of any jurisdiction) to refund all or part of any amount received or recovered by it in respect of any sum payable by the Issuer under the Notes or the Note Deed Poll and shall in any event pay to it on demand the amount as refunded by it.
- (d) If any moneys become payable by the Guarantor under this Guarantee, the Issuer shall not (except in the event of the liquidation of the Issuer) so long as any such moneys remain unpaid, pay any moneys for the time being due from the Issuer to the Guarantor.

- (e) As separate, independent and alternative stipulations, the Guarantor unconditionally and irrevocably agrees:
  - (i) that any sum that, although expressed to be payable by the Issuer under the Notes, the Note Deed Poll or this Guarantee, is for any reason (whether or not now existing and whether or not now known or becoming known to the Issuer, the Guarantor or a Holder) not recoverable from the Guarantor on the basis of a guarantee shall nevertheless be recoverable from it as if it were the sole principal debtor and shall be paid by it to the Holder on demand; and
  - (ii) as a primary obligation to indemnify each Holder against any loss suffered by it as a result of any sum expressed to be payable by the Issuer under the Notes, the Note Deed Poll or this Guarantee not being paid on the date and otherwise in the manner specified in this Guarantee or in the Conditions or any payment obligation of the Issuer under the Notes, the Note Deed Poll or this Guarantee being or becoming void, voidable or unenforceable for any reason (whether or not now existing and whether or not now known or becoming known to a Holder), the amount of that loss being the amount expressed to be payable by the Issuer in respect of the relevant sum.
- (f) The Guarantor agrees that it will comply with and be bound by all such provisions contained in the Conditions which relate to it.

### **3.5 Amendment and termination**

The Guarantor may not amend, vary, terminate or suspend this Guarantee or its obligations under this deed unless such amendment, variation, termination or suspension shall have been approved by an Extraordinary Resolution to which the special quorum provisions specified in the Notes apply to the holders of each Series of Notes outstanding, save that nothing in this clause 3.5 shall prevent the Guarantor from increasing or extending its obligations hereunder by way of supplement to this Guarantee at any time.

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## **4 Payments and taxes**

### **4.1 Gross-up**

- (a) All payments by the Guarantor under this Guarantee shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the State of Qatar or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the Guarantor shall pay such additional amounts as will result in the receipt by the Holders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable:
  - (i) to, or to a third party on behalf of, a Holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note by reason of his having some connection with the State of Qatar other than the mere holding of the Note;
  - (ii) in respect of any demand for payment made more than 30 days after the Relevant Date except to the extent that the Holder would have been entitled to such additional amounts on presenting it for payment on the thirtieth such day;
  - (iii) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the

ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive; or

- (iv) in any other circumstances specified in the Pricing Supplement.

Notwithstanding any other provisions of this Guarantee or the Conditions, the Guarantor will have no obligation to pay additional amounts in respect of the Notes for any amounts required to be withheld or deducted pursuant to sections 1471 to 1474 of the Code, or any agreement entered into with the United States under those sections if such withholding or deduction is imposed as a result of the failure by any person other than the Issuer, the Guarantor or any of their agents to establish that they are able to receive payments free of such withholding or deduction.

## 4.2 Stamp duty

The Guarantor covenants to and agrees with the Holders that it shall pay promptly, and in any event before any penalty becomes payable, any stamp, documentary, registration or similar duty or tax payable in the State of Qatar or in Australia, as the case may be, or in the country of any currency in which the Notes may be denominated or amounts may be payable in respect of the Notes, or any political subdivision or taxing authority thereof or therein in connection with the entry into, performance, enforcement or admissibility in evidence of this deed and/or any amendment of, supplement to or waiver in respect of this deed, and shall indemnify each of the Holders, on an after tax basis, against any liability with respect to or resulting from any delay in paying or omission to pay any such tax.

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## 5 Governing law and dispute resolution

### 5.1 Governing law

This deed is governed by the law in force in New South Wales and the Guarantor submits to the non-exclusive jurisdiction of the courts in that place.

### 5.2 Agreement to arbitrate

Subject to clause 5.3 ("Option to litigate"), any dispute, claim, difference or controversy arising out of, relating to or having any connection with this deed (including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity) ("**Dispute**") shall be referred to and finally resolved by arbitration under the Australian Centre for International Commercial Arbitration ("**ACICA**") Arbitration Rules ("**Rules**"), which Rules (as amended from time to time) are incorporated by reference into this Clause 5.2. For these purposes:

- (a) the place of arbitration shall be Sydney;
- (b) there shall be three arbitrators, each of whom shall be disinterested in the arbitration, shall have no connection with any party thereto and shall be a lawyer experienced in international securities transactions. The parties to the Dispute shall each nominate one arbitrator and both arbitrators in turn shall appoint a further arbitrator who shall be the chairman of the tribunal. In cases where there are multiple claimants and/or multiple respondents, the class of claimants jointly, and the class of respondents jointly shall each nominate one arbitrator. If one party or both fails to nominate an arbitrator within the time limits specified by the Rules, such arbitrator(s) shall be appointed by the ACICA. If the party nominated arbitrators fail to nominate the third arbitrator within 15 days of the appointment of the second arbitrator, such arbitrator shall be appointed by the ACICA; and
- (c) the language of the arbitration shall be English.

On receipt by the Guarantor of a Notice of Arbitration as defined in the Rules initiated by a Holder, the Guarantor shall send a copy of the Notice of Arbitration to all Holders (“**Notification**”) within 30 days of receipt. The arbitral proceedings shall be suspended until the earlier of the completion of the Notification process or 30 days following the receipt by the Guarantor of a Notice of Arbitration.

Any Holder may, on receipt of such Notification, request to be joined with any other Holder, to that arbitration, by filing a written notice (“**Joinder Notice**”) with the relevant Holder and the Issuer prior to disclosure of documents in that arbitration. Each Holder hereby agrees to accept the joinder of any other Holder where the interests of the Holders are materially similar. Failure to file a Joinder Notice does not preclude any Holder from bringing any action (whether arising from similar facts to those relevant to the arbitration in respect of which the Notification is provided or otherwise) in the future.

Any multi-party arbitration resulting from the joinder of any other Holder(s) will be formally settled in single arbitral proceedings.

In multi-party arbitration proceedings, the arbitral tribunal shall have all powers necessary to establish any supplementary procedural rules required or desirable in view of the multi-party nature of the proceedings.

In the event of arbitration proceedings where the interests of Holders are sufficiently similar to permit those parties to be represented by a single counsel without generally accepted principles regarding conflicts of interest being infringed, such parties are obliged to act together and through one counsel only. In the event that there is some question as to whether the interests of some or all of the Holders concerned are sufficiently similar to invoke the terms of this provision requiring joint representation, then that may be determined as a preliminary issue by the arbitral tribunal.

### **5.3 Option to litigate**

Notwithstanding clause 5.2 (“Agreement to arbitrate”) above, any Holder may, in the alternative, and at its sole discretion, by notice in writing to the Guarantor:

- (a) within 28 days of service of a Notice of Arbitration (as defined in the Rules); or
- (b) in the event no arbitration is commenced,

require that a Dispute be heard by a court of law. If any Holder gives such notice, the Dispute to which such notice refers shall be determined in accordance with clause 5.4 (“Effect of exercise of option to litigate”) and, subject as provided below, any arbitration commenced under clause 5.2 (“Agreement to arbitrate”) in respect of that Dispute will be terminated. Each of the parties to the terminated arbitration will bear its own costs in relation thereto.

If any notice to terminate is given after service of any Notice of Arbitration in respect of any Dispute, the Holder must also promptly give notice to the ACICA and to any Arbitral Tribunal (each as defined in the Rules) already appointed in relation to the Dispute that such Dispute will be settled by the courts. Upon receipt of such notice by ACICA, the arbitration and any appointment of any arbitrator in relation to such Dispute will immediately terminate. Any such arbitrator will be deemed to be *functus officio*. The termination is without prejudice to:

- (a) the validity of any act done or order made by that arbitrator or by the court in support of that arbitration before his appointment is terminated;
- (b) his entitlement to be paid his proper fees and disbursements; and
- (c) the date when any claim or defence was raised for the purpose of applying any limitation bar or any similar rule or provision.

#### **5.4 Effect of exercise of option to litigate**

In the event that a notice pursuant to clause 5.3 (“Option to litigate”) is issued, the following provisions shall apply:

- (a) subject to subclause 5.4(c) below, the courts of New South Wales, Australia shall have exclusive jurisdiction to settle any Dispute and the Issuer submits to the exclusive jurisdiction of such courts;
- (b) the Issuer agrees that the courts of New South Wales, Australia are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary; and
- (c) this clause 5.4 is for the benefit of the Holders only. As a result, and notwithstanding subclause 5.4(a) above, any Holder may take proceedings relating to a Dispute (“**Proceedings**”) in any other courts with jurisdiction. To the extent allowed by law, any Holder may take concurrent Proceedings in any number of jurisdictions.

#### **5.5 Serving documents**

- (a) Without preventing any other method of service, any document in any action may be served on the Issuer or a Holder by being delivered or left at their registered office or principal place of business.
- (b) For so long as the Notes issued by the Issuer are outstanding, the Guarantor will ensure that there is an agent appointed to accept service of process in Australia in respect of any legal action or proceedings as may be commenced by arbitration or brought in the courts of New South Wales or the Federal Courts of Australia.

#### **5.6 Agent for service of process**

- (a) The Guarantor appoints Dabserv Corporate Services Pty Limited (ABN 73 001 824 111) of Level 61 Governor Phillip Tower, 1 Farrer Place, Sydney NSW 2000, Australia as its agent to receive any document referred to in clause 5.5 (“Serving documents”).
- (b) If for any reason that person ceases to be able to act as such, the Issuer will immediately appoint another person with an office located in New South Wales to receive any such document and promptly notify the Registrar and the Holders of such appointment.

#### **5.7 Waiver of immunity**

To the extent that the Guarantor may claim for itself or its assets or revenues immunity from jurisdiction, enforcement, prejudgment proceedings, injunctions and all other legal proceedings and relief and to the extent that such immunity (whether or not claimed) may be attributed to it or its assets or revenues, the Guarantor agrees not to claim and irrevocably and unconditionally waives such immunity in relation to any Proceedings or Disputes. Further, the Guarantor irrevocably and unconditionally consents to the giving of any relief or the issue of any legal proceedings, including, without limitation, jurisdiction, enforcement, prejudgment proceedings and injunctions in connection with any Proceedings or Disputes.

**EXECUTED** as a deed poll

# Selling Restrictions

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*Under the Dealer Agreement dated 7 April 2016 between the Issuer, the Arranger and the Dealers (as amended and supplemented from time to time, “**Dealer Agreement**”), the Notes will be offered by the Issuer through the Dealers. The Issuer has the sole right to accept any offer to purchase Notes and may reject that offer in whole or (subject to the terms of the offer) in part. Each Dealer has the right to reject any offer to purchase Notes made to it in whole or (subject to the terms of such offer) in part. The Issuer is entitled under the Dealer Agreement to appoint one or more Dealers as a dealer for a particular Tranche of Notes or the Programme generally.*

*Each Dealer has agreed under the Dealer Agreement to comply with any applicable law or directive in any jurisdiction in which it subscribes for, offers, sells, or transfers Notes and to not directly or indirectly subscribe for, offer, sell or transfer Notes or distribute any Information Memorandum or other offering material in relation to the Notes in any jurisdiction, except in circumstances that will result in compliance by the Dealer with any applicable law.*

*Neither the Issuer nor any Dealer has represented that any Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or in accordance with any available exemption, or assumes any responsibility for facilitating that sale.*

*The following selling restrictions apply:*

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## **1 General**

No action has been taken in any jurisdiction that would permit a public offering of the Notes or possession or distribution of the Information Memorandum or other offering material in any jurisdiction where action for that purpose is required.

Persons into whose hands the Information Memorandum comes are required by the Issuer and Dealers to comply with any applicable law and directive in each jurisdiction in which they purchase, offer, sell or deliver Notes or have in their possession or distribute or publish the Information Memorandum or other offering material and to obtain any authorisation required by them for the purchase, offer, sale or delivery by them of any Notes under any applicable law or directive in force in any jurisdiction to which they are subject or in which they make such purchases, offers, sales or deliveries, in all cases at their own expense, and neither the Issuer nor any Dealer has responsibility for such matters.

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## **2 Australia**

No prospectus or other disclosure document (as defined in the Corporations Act) in relation to the Programme or any Notes has been or will be lodged with the Australian Securities and Investments Commission (“**ASIC**”). Each Dealer represents and agrees and each further Dealer appointed under the Programme will be required to represent and agree that, unless the relevant Pricing Supplement (or another supplement to any Information Memorandum) otherwise provides, it:

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

unless (i) the aggregate consideration payable by each offeree is at least A\$500,000 (or its equivalent in an alternate currency) (disregarding moneys lent by the offeror or its associates) or the offer otherwise does not require disclosure to investors under Part 6D.2 of the Corporations Act 2001 of Australia, (ii) such action complies with applicable laws and

directives in connection with the subscription, offer, sale or transfer of Notes and (iii) such action does not require any document to be lodged with ASIC.

In addition, each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that it will comply with the directive issued by the Assistant Treasurer of the Commonwealth of Australia dated 23rd September, 1996 as contained in Banking (Exemption) Order No. 82 which requires all offers and transfers to be for a principal amount of at least A\$500,000. Banking (Exemption) Order No. 82 does not apply to transfers which occur outside Australia.

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### **3 The United Kingdom**

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 (“**FSMA**”) with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom; and
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer or Guarantor (if applicable).

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### **4 The United States of America**

#### **Securities Act**

The Notes and any guarantee thereof have not been and will not be registered under the Securities Act of 1933 (“**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 in certain transactions exempt from the registration requirements of the Securities Act.

Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

In connection with any Notes which are offered or sold outside the United States in reliance on an exemption from the registration requirements of the Securities Act provided under Regulation S, each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver such Regulation S Notes

- (a) as part of their distribution at any time;
- (b) otherwise until 40 days after completion of the distribution, as determined and certified by the relevant Dealer or, in the case of an issue of Notes on a syndicated basis, the relevant Lead Manager, of all Notes of the Tranche of which Regulation S Notes are a part,

within the United States of America or to, or for the account or benefit of, U.S. Persons.

Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to further represent and agree, that it will send to each dealer to which it sells any Regulation S Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Regulation S Notes within the United States of America or to, or for the account or benefit of, U.S. Persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Until 40 days after the commencement of the offering of any Series of Notes, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

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## 5 Hong Kong

Each Dealer represents and agrees, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) the Notes have not been authorised by the Hong Kong Securities and Futures Commission;
- (b) it has not offered or sold, and will not offer or sell, in Hong Kong, by means of any document, any Notes other than:
  - (i) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) (as amended) of Hong Kong (“SFO”) and any rules made under the SFO; or
  - (ii) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) (as amended) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and
- (b) unless it is a person permitted to do so under the applicable securities laws of Hong Kong, 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, (in each case, whether in Hong Kong or elsewhere) any advertisement, invitation, or other offering material or other document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” within the meaning of the SFO and any rules made under the SFO.

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## 6 Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Act No. 25 of 1948) (“**Financial Instruments and Exchange Law**”) and, accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold, and will not offer or sell, any Notes directly or indirectly in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)) or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Law and any other applicable laws and ministerial guidelines of Japan.

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## 7 New Zealand

This Programme is a wholesale programme. No action has been taken to permit the Notes to be 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 (“**NZ FMCA**”). In particular, no product disclosure statement under the NZ FMCA has been prepared or lodged in New Zealand in relation to the Notes.

Each Dealer has represented and agreed that it has not offered or sold, and will not offer or sell, any Notes in New Zealand, other than to wholesale investors within the meaning of clause 3(2)(a), (c) or (d) of Schedule 1 of the NZ FMCA, which includes a person who is an “investment business”, “large”, or a “government agency”, in each case as defined in Schedule 1 to the NZ FMCA, provided (for the avoidance of doubt) that Notes may not be issued to any “eligible investor” (as defined in clause 41 of Schedule 1 to the NZ FMCA) or to any person who, under clause 3(2)(b) of Schedule 1 to the NZ FMCA, meets the investment activity criteria specified in clause 38 of that Schedule.

In addition, each holder of Notes is deemed to represent and agree that it will not distribute this Information Memorandum, and Supplement or any other advertisement (as defined in the NZ FMCA) in relation to any offer of the Notes in New Zealand other than to such persons as referred to above.

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## 8 Singapore

This Information Memorandum has not been and will not be registered as a prospectus with the Monetary Authority of Singapore (“MAS”) under the Securities and Futures Act (Cap. 289) (as amended) of Singapore (“SFA”).

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell the Notes, nor make the Notes the subject of an invitation for subscription or purchase, nor will it circulate or distribute this Information Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of any Notes, whether directly or indirectly, to persons in Singapore other than:

- (a) to an institutional investor under Section 274 of the SFA;
- (b) to a relevant person 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;
- (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, to notify (whether through the distribution of this Information Memorandum or any other document or material in connection with the offer or sale or invitation for subscription or purchase of any Notes or otherwise) each of the following relevant persons specified in Section 275 of the SFA which has subscribed or purchased Notes from and through that Dealer, namely a person which is:

- (1) 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
- (2) 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,

that securities (as defined in Section 239(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 Notes pursuant to an offer under Section 275 of the SFA:

- (a) to an institutional investor under Section 274 of the SFA or to a relevant person, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions, specified in Section 275 of the SFA;

- (b) (in the case of a corporation) where the transfer arises from an offer referred to in Section 276(3)(i)(B) of the SFA or (in the case of a trust) where the transfer arises from an offer referred to in Section 276(4)(i)(B) of the SFA;
- (c) where no consideration is given for the transfer;
- (d) where the transfer is by operation of law;
- (e) as specified in Section 276(7) of the SFA; or
- (f) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

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## 9 European Economic Area

In relation to each Member State of the European Economic Area (the “**EEA**”) which has implemented the Prospectus Directive (each a “**Relevant Member State**”), each Dealer has represented and agreed, and each further the Dealer appointed under the Programme and each other Dealer will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “**Relevant Implementation Date**”), it has not made and will not make an offer of Notes which are the subject of the offering contemplated by the Information Memorandum as completed by the Pricing Supplement in relation thereto to the public in that Relevant Member State. As a result, the Notes may only be offered in the Relevant Member States:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (c) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

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

For the purposes of this provision, the expression an “offer of Notes to the public” in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression “**Prospectus Directive**” means Directive 2003/71/EC (and amendments thereto, including Directive 2011/73/EU) and includes any relevant implementing measure in each Relevant Member State.

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## 10 Cayman Islands

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to agree, that no offer or invitation to subscribe for the Notes has been or will be made to the public of the Cayman Islands.

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## 11 State of Qatar

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, delivered or sold, and will not offer, deliver or sell at any time, directly or indirectly, any Notes in Qatar (including the Qatar Financial Centre) except:

- (a) in compliance with all applicable laws and regulations of Qatar (including the Qatar Financial Centre); and
- (b) through persons or corporate entities authorised and licensed to provide investment advice and/or engage in brokerage activity and/or trade in respect of foreign securities in Qatar.

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**12 Variation**

These selling restrictions may be changed by the Issuer. Any change will be set out in the Pricing Supplement issued in respect of the Notes to which it relates (or in another supplement to this Information Memorandum).

# Taxation

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## Australian Taxation

*The following is a summary of certain Australian tax matters, at the date of this Information Memorandum, in relation to the Notes to be issued by the Issuer under the Programme and certain other matters. It is a general guide and should be treated with appropriate caution. Prospective holders of Notes should consult their professional advisers on the tax implications of an investment in the Notes for their particular circumstances.*

*This summary does not consider the tax implications for persons who hold interests in the Notes through Austraclear, Euroclear, Clearstream, Luxembourg or another clearing system.*

### 1. Interest withholding tax

So long as the Issuer continues to be a non-resident of Australia and the Notes issued by it are not attributable to a permanent establishment of the Issuer in Australia, payments of principal and interest made under Notes issued by it should not be subject to Australian interest withholding tax.

### 2. Other tax matters

Under Australian laws as presently in effect:

- (a) *death duties* - no Notes will be subject to death, estate or succession duties imposed by Australia, or by any political subdivision or authority therein having power to tax, if held at the time of death; and
- (b) *stamp duty and other taxes* - no ad valorem stamp, issue, registration or similar taxes are payable in Australia on the issue or transfer of any Notes; and
- (c) *other withholding taxes on payments in respect of Notes* - so long as the Issuer continues to be a non-resident of Australia and does not carry on business at or through a permanent establishment in Australia, the tax file number requirements of Part VA of the Australian Income Tax Assessment Act 1936 and section 12-140 of the Taxation Administration Act 1953 of Australia ("**Taxation Administration Act**") should not apply in connection with Notes issued by the Issuer; and
- (d) *supply withholding tax* - payments in respect of the Notes can be made free and clear of the "supply withholding tax" imposed under section 12-190 of the Taxation Administration Act; and
- (e) *goods and services tax ("GST")* - neither the issue nor receipt of the Notes will give rise to a liability for GST in Australia on the basis that the supply of Notes will comprise either an input taxed financial supply or (in the case of an offshore subscriber) a supply which is outside the scope of the GST law. Furthermore, neither the payment of principal or interest by the Issuer, nor the disposal of the Notes, would give rise to any GST liability in Australia.

## Cayman Islands Taxation

There are no income, corporation, capital gains or other taxes in effect in the Cayman Islands on the basis of present legislation. The Issuer received an undertaking dated 2 November 2010 from the governor-in-cabinet of the Cayman Islands, pursuant to the Tax Concessions Law (as revised) of the Cayman Islands, that for a period of 20 years from the date of grant of that undertaking no law which is enacted in the Cayman Islands imposing any tax to be levied on profits, income, gains or appreciation shall apply to the Issuer or its operation and in addition, that no tax to be levied on profits, income, gains or appreciations which is in the nature of estate duty or inheritance tax or other duty inheritance tax shall be payable on or in respect of the shares, debentures or other obligations (which include the Notes) of the Issuer or by way of the withholding in whole or part of any relevant payment. No capital or stamp duties are levied in the Cayman Islands on the issue, transfer or redemption of Notes. However, an instrument transferring title to such Notes, if brought to or executed in the Cayman Islands, would be subject to Cayman Islands stamp duty. An annual registration fee is payable by the Issuer to the Cayman Islands Registrar of Companies which is calculated by reference to the nominal amount of its authorised capital. At current rates, this annual registration fee is approximately U.S.\$853.66. The foregoing is based on current law and practice in the Cayman Islands and this is subject to change therein

## The State of Qatar Taxation

*The following is a summary of the principal Qatari tax consequences of ownership of the Notes by beneficial owners who or which are not incorporated in or residents of Qatar for Qatari tax purposes and do not conduct business activities in Qatar (“Non-Qatari Holders”). This summary of taxation in Qatar is based upon (i) the tax law of Qatar, (ii) the Executive Regulations thereunder and (iii) the practice that has been adopted and is applied by the Income Tax Department of the Ministry of Finance, each as in effect on the date of this Information Memorandum. The views expressed in this summary are subject to any subsequent change in Qatari law, regulations and practice that may come into effect as of such date.*

Under current Qatari law, taxes are levied on a taxpayer’s income arising from activities in Qatar. However, payments made by the Issuer or the Guarantor to Non-Qatari Holders will not be subject to Qatari income taxes because such income tax does not apply to payments under the Notes made to Non-Qatari Holders.

The Income Tax Law and the Executive Regulations of the Income Tax Law issued in June 2011 provide that any payment of interest and fees made in relation to bonds issued by a Qatari corporate entity will be subject to withholding tax, which will include the Issuer as an entity managed from Qatar and therefore considered as tax resident in Qatar. However, the Executive Regulations provide for certain exemptions to such application of withholding tax. Paragraph 2 of Article 21.4 of the Executive Regulations provides that: “interest on bonds and securities issued by the State and public authorities, establishments and corporations owned wholly or partly by the State” shall not be subject to withholding tax. As the Issuer and the Guarantor are presently partly owned by the State, they will be exempt from the requirement to withhold tax. If the Issuer and/or the Guarantor cease to be partly owned by the State the exemption at Paragraph 2 of Article 21.4 of the Executive Regulations will cease to apply. The Guarantor would benefit from an exemption under Paragraph 3 of Article 21.4 of the Executive Regulations which provides that interest on transactions, facilities and loans with banks and financial institutions shall not be subject to withholding tax. Similarly, the Issuer would benefit from this exemption provided the interest is being paid to a bank or financial institution. However, the Issuer has agreed, and to the extent that the Guarantor may be called upon to perform its obligations under the Guarantee, the Guarantor has agreed, that all payments of principal and interest in respect of the Notes and/or the Guarantee will be made free and clear of withholding taxes payable in Qatar and the Issuer or QNB, as the case may be, will be required to pay additional amounts in respect of any such withholding or deduction imposed by or on behalf of Qatar in certain circumstances.

Non-Qatari Holders will not be subject to tax in Qatar on any capital gains derived from a sale of Notes. Under current Qatari law, no Qatari stamp duty will be imposed on Non-Qatari Holders either upon the issuance of the Notes or upon a subsequent transfer of Notes.

# Directory

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## Guarantor

### **Qatar National Bank S.A.Q.**

Qatar National Bank Building  
Al Corniche Street  
P.O. Box 1000  
Doha  
State of Qatar

Telephone: + 974 4440 7333  
Facsimile: + 974 4440 7325  
Attention: Treasury Operations / Legal  
Department

## Issuer

### **QNB Finance Ltd**

c/o Maples Corporate Services Limited  
P.O. Box 309, Uglund House  
Grand Cayman, KY1-1104  
Cayman Islands

Telephone: + 1 345 949 8066  
Facsimile: + 1 345 949 8080  
Attention: The Directors and Treasury  
Operations / Legal Department

## Arranger

### **Australia and New Zealand Banking Group Limited**

(ABN 11 005 357 522 and AFSL No. 234527)

Level 6, ANZ Tower  
242 Pitt Street  
Sydney NSW 2000  
Australia

Telephone: + 61 2 8037 0200  
Facsimile: + 61 2 8937 7115  
Attention: Head of Bond Syndicate, Global Markets

## Dealers

### **Australia and New Zealand Banking Group Limited**

(ABN 11 005 357 522 and AFSL No. 234527)

Level 6, ANZ Tower  
242 Pitt Street  
Sydney NSW 2000  
Australia

Telephone: + 61 2 8037 0200  
Facsimile: + 61 2 8937 7115  
Attention: Head of Bond Syndicate, Global  
Markets

### **Deutsche Bank AG, Sydney Branch**

(ABN 13 064 165 162 and AFSL No. 238153)

Level 16  
Deutsche Bank Place  
Corner of Hunter and Phillip Streets  
Sydney NSW 2000  
Australia

Telephone: + 61 2 8258 2657  
Facsimile: + 61 2 8258 2220  
Attention: Head of Debt Capital Markets

### **QNB Capital LLC**

Level 14  
QNB Al Mathaf Tower  
P.O. Box 1000  
Doha  
State of Qatar

Telephone: + 974 4497 5111  
Facsimile: + 974 4497 5101  
Attention: Debt Capital Markets

**Registrar**

**BTA Institutional Services Australia Limited**

(ABN 48 002 916 396)

Level 2  
1 Bligh Street  
Sydney NSW 2000  
Australia

Telephone: + 61 2 9551 6069

Facsimile: +61 2 9551 6001

Attention: Transaction Management Group Australia

