



## Australia and New Zealand Banking Group Limited

Australian Business Number 11 005 357 522  
(Incorporated with limited liability in Australia)

### Index Linked Notes

#### This Offering Circular

Taken as a whole, this document is described as an offering circular (the "**Offering Circular**"). This Offering Circular is the offering circular for Index Linked Notes issued under the Markets Issuance Programme relating to Notes, Certificates and Warrants (the "**Programme**") which allows for the issue of securities by Australia and New Zealand Banking Group Limited (the "**Issuer**" or "**ANZ**").

The Issuer shall issue the securities out of its London branch with registered address at 40 Bank Street, Canary Wharf, London E14 5EJ, Hong Kong branch with registered address at 22nd floor, Three Exchange Square, 8 Connaught Place, Central, Hong Kong and/or Singapore branch with registered address at 10 Collyer Quay, #30-00 Ocean Financial Centre, Singapore 049315, as shall be specified in the final terms in respect of each series of securities.

Pages 1 to 77 of this Offering Circular comprise a base prospectus for the purposes of Article 5.4 of Directive 2003/71/EC, as amended or superseded (the "**Prospectus Directive**") in respect of Index Linked Notes (as defined below) to be admitted to the Official List of the FCA (as defined below) and admitted to trading on the London Stock Exchange's regulated market and/or offered to the public in the United Kingdom (the "**Prospectus**").

Pages 78 to 93 of this Offering Circular comprise an information memorandum (the "**Information Memorandum**") in respect of index linked notes which are not admitted to the Official List of the FCA or any other the European Economic Area regulated market or offered to the public in the European Economic Area ("**Non-PD Index Linked Notes**"). The Information Memorandum has not been reviewed or approved by the UK Listing Authority and does not constitute a prospectus for the purposes of the Prospectus Directive.

#### This Prospectus

This Prospectus allows for the issue of index linked notes (the "**Notes**" or the "**Index Linked Notes**") by Australia and New Zealand Banking Group Limited, and constitutes a base prospectus in respect of such Notes. It should be read alongside the base prospectus relating to ANZ's Markets Issuance Programme (the "**Programme Prospectus**"), which was published on the same date as this Prospectus and parts of which are incorporated by reference in this Prospectus.

This Prospectus constitutes, in respect of Notes issued under it, a base prospectus for the purposes of Article 5.4 of Directive 2003/71/EC as amended or superseded (the "**Prospectus Directive**"), and for the purpose of giving information with regard to ANZ and its subsidiary companies which is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits, losses and prospects of ANZ, and of the rights attaching to Notes issued under this Prospectus. This Prospectus is valid for one year from the date printed at the top of this page and may be supplemented from time to time by the publication of a "**Supplement**" to reflect any significant new factor, material mistake or inaccuracy relating to information included in this Prospectus. This Prospectus does not affect any existing notes or other securities issued by the Issuer, or any future notes or other securities issued by the Issuer under a different prospectus.

In respect of any series of Notes, this Prospectus will be supplemented and completed by a final terms document containing economic and other terms specific to that series ("**Final Terms**").

#### Notes

Notes issued under this Prospectus will pay interest (or 'coupon') at one of eight possible index linked rates, which will be specified in the relevant Final Terms. Each of the eight possible coupons is variable and dependent on the performance of

a reference index during the lifetime of the Note. Examples of what the various coupons would be in different index performance scenarios are set out in the section of this Prospectus entitled “*Worked Examples Relating to Index Linked Notes*”.

Notes issued under this Prospectus will be redeemed at their nominal amount or a percentage (known as the Principal Protection Percentage) of that nominal amount. The redemption of the Notes is not linked to the performance of the reference index.

### **Terms and Conditions**

The legal terms and conditions relating to the Notes are to be found in the following places:

- (i) general terms are to be found in the sections of the Programme Prospectus headed “Base General Conditions” and “Base Note Conditions”, and in the section of this Prospectus headed “General Terms and Conditions”; and
- (ii) additional terms that apply to index linked notes are to be found in the section of this Prospectus headed “*Schedule 1: Index Linked Additional Conditions*”.

All the sections of the terms and conditions contained in this Prospectus and the Programme Prospectus taken together are referred to as the “**Conditions**”.

Specific details of a series of Notes, such as amounts, dates, and the relevant index linked coupon will be set out in the applicable Final Terms for those Notes.

### **Risks**

Prospective investors should have regard to the factors described under the section headed “*Risk Factors*” in this Prospectus and in the Programme Prospectus. This Prospectus and the Programme Prospectus together describe all of the principal and material risks of an investment in the Notes that the Issuer has identified.

Prospective purchasers of Notes should ensure that they understand the nature of the relevant Notes and the extent of their exposure to risks and that they consider the suitability of the Notes as an investment in the light of their own circumstances and financial condition. It is the responsibility of prospective purchasers to ensure that they have sufficient knowledge, experience and professional advice to make their own legal, financial, tax, accounting and other business evaluation of the merits and risks of investing in the Notes and are not relying on the advice of the Issuer or the Initial Dealer. See “*Risk Factors*”.

Prospective investors should be aware that the Issuer’s London, Hong Kong and Singapore branches are branches, not subsidiaries, of Australia and New Zealand Banking Group Limited and are not legal entities separate from the Issuer. In the case of any default by the Issuer under the Notes and any subsequent enforcement action in connection therewith, all claims of the Noteholders against the Issuer shall ultimately rank *pari passu* with the Issuer’s other present and future unsubordinated and unsecured obligations. Please see “Information about ANZ – Legal Status” for further details.

### **Credit Ratings**

Notes issued under this Prospectus will be rated or unrated. Where an issue of Notes is to be rated, such rating will not necessarily be the same as the rating assigned to Notes already issued. Whether or not a rating in relation to any Notes will be treated as having been issued by a credit rating agency established in the European Union and registered under Regulation (EC) No 1060/2009 on credit rating agencies will be disclosed in the relevant Final Terms. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

### **Taxes**

The Issuer will not be liable for, or otherwise obliged to pay, any tax, duty or other payment which may arise as a result of the ownership, transfer, exercise, redemption or enforcement of any Note by any person and all payments and/or deliveries made by the Issuer shall be made subject to any such tax, duty, withholding or other payment.

### **Listing and Admission to Trading**

This Prospectus has been approved by the United Kingdom Financial Conduct Authority (the “**FCA**”) under Part VI of the Financial Services and Markets Act 2000 (“**FSMA**”) (the “**UK Listing Authority**”). Application has been made to the UK Listing Authority for Notes issued under the Programme during the period of twelve months from the date of this Prospectus to be admitted to the Official List of the UK Listing Authority (the “**Official List**”) and to the London Stock Exchange plc

(the “**London Stock Exchange**”) for such Notes to be admitted to trading on its Regulated Market (the “**Market**”). The Market is a regulated market for the purposes of Directives 2004/39/EC and 2014/65/EU (in each case, as amended).

**Definitions**

Unless otherwise defined, capitalised terms used in this Prospectus have the meanings given to them in the Conditions.

**Australia and New Zealand Banking Group Limited**

*Arranger and Initial Dealer*

## IMPORTANT NOTICES

If, in the context of a Public Offer (as defined below), you are offered Notes by any entity, you should check that it is authorised to use this Prospectus for the purposes of making such offer before agreeing to purchase any Notes. To be authorised to use this Prospectus in connection with a Public Offer (referred to below as an “Authorised Offeror”), an entity must either be:

- authorised to make such offers under the Markets in Financial Instruments Directive and all other applicable legislation and have published on its website that it is using this Prospectus for the purposes of such Public Offer in accordance with the consent of the Issuer;
- named in Part A of the relevant Final Terms in the paragraph entitled “Name(s) and address(es) of Managers/Intermediary” in the sub-section entitled “Distribution”; or
- named on the Issuer's website (<http://www.debtinvestors.anz.com>) as an Authorised Offeror in respect of the relevant Public Offer (if the entity has been appointed after the relevant Final Terms were published).

Valid offers of Notes may only be made by an Authorised Offeror in the context of a Public Offer if the offer is made within the time period referred to in the Final Terms as the “Offer Period”. Other than as set out above, the Issuer has not authorised the making of any Public Offer by any person in any circumstances and no such person is permitted to use this Prospectus in connection with any offer of Notes.

Please see below for certain important legal information relating to Public Offers.

*The Issuer accepts responsibility for the information contained in this Prospectus and to the best of the knowledge of the Issuer (having taken all reasonable care to ensure that such is the case), the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. This paragraph should be read in conjunction with the third paragraph on the first page of this Prospectus.*

*Any person (an “Investor”) intending to acquire or acquiring the Notes from any person (an “Offeror”) should be aware that, in the context of an offer to the public as defined in section 102B of the FSMA (a “Public Offer”), subject as provided in the relevant Final Terms, the only persons authorised to use this Prospectus in connection with an offer of Notes are the Initial Dealer and the persons named in the relevant Final Terms as the Intermediaries.*

*In addition, in the context of a Public Offer in the United Kingdom, the Issuer accepts responsibility for the content of this Prospectus in relation to any Investor in the United Kingdom to whom an offer of any Notes is made by any financial intermediary to whom it has given its consent to use this Prospectus (an “Authorised Offeror”), where the offer is made in the United Kingdom during the period for which that consent is given, provided that this Prospectus remains authorised for such purpose and its use is in compliance with all other conditions attached to the giving of the consent, all as mentioned in this Prospectus. However, the Issuer has no responsibility for any of the actions of any third party, including those of an Authorised Offeror, and compliance with applicable conduct of business rules or other local regulatory requirements or other securities law requirements in relation to an offer.*

*This Prospectus contains information which has been sourced from a third party. The Issuer confirms that such information has been accurately reproduced and that, as far as the Issuer is aware and is able to ascertain from information published by such third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. In addition, the Issuer has identified the source(s) of such information.*

## Consent

The Issuer consents to the use of this Prospectus in connection with a Public Offer of any Notes, so long as it remains authorised for such purpose during the Offer Period specified in the relevant Final Terms (the “Offer Period”) in the United Kingdom, by any of:

(1) any financial intermediary which satisfies the following conditions:

(a) it is authorised to make offers of the relevant kind in accordance with MIFID;

(b) it acts in accordance with all applicable laws, rules, regulations and guidance of any applicable regulatory bodies (the “Rules”), including the Rules published by the FCA (including its guidance for distributors in “The Responsibilities of Providers and Distributors for the Fair Treatment of Customers”) from time to time including, without limitation and in each case, Rules relating to both the appropriateness or suitability of any investment in the Instruments by any person and disclosure to any potential investor;

(c) it complies with the restrictions set out under “Offering and Sale” in this Prospectus;

(d) it complies with the target market assessment and distribution channels identified under the “MiFID II product governance” legend set out in the applicable Final Terms or Drawdown Prospectus (as the case may be) in respect of an offer of Notes;

(e) it ensures that any fee (and any commissions or benefits of any kind) received or paid by that financial intermediary in relation to the offer or sale of the Instruments does not violate the Rules and is fully and clearly disclosed to investors or potential investors;

(f) it holds all licences, consents, approvals and permissions required in connection with solicitation of interest in, or offers or sales of, the Notes under the Rules, including authorisation under the FSMA;

(g) it complies with applicable anti-money laundering, anti-bribery and “know your client” Rules, and does not permit any application for Notes in circumstances where the financial intermediary has any suspicions as to the source of the application monies;

(h) it retains investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested, make such records available to the Issuer or directly to the appropriate authorities with jurisdiction over the Issuer in order to enable the Issuer to comply with anti-money laundering, anti-bribery and “know your client” Rules applying to the Issuer;

(i) it does not, directly or indirectly, cause the Issuer to breach any Rule or subject it to any requirement to obtain or make any filing, authorisation or consent in any jurisdiction; and

(j) it accepts such Public Offer by publishing on its website the following statement (with the information in square brackets completed with the relevant information): “**We, [insert legal name of financial intermediary], refer to the [insert title of relevant Notes] (the “Notes”) described in the Final Terms dated [insert date] (the “Final Terms”) published by Australia and New Zealand Banking Group Limited (the “Issuer”). We hereby accept the offer by the Issuer of its consent to our use of the Prospectus (as defined in the Final Terms) in connection with the offer of the Notes in the United Kingdom (the “Public Offer”) subject to the conditions to such consent, as specified in the Prospectus, and we are using the Prospectus in connection with the Public Offer accordingly.**”, and accepts any further conditions specified in the relevant Final Terms;

(2) the financial intermediaries identified, and subject to the relevant conditions specified, in the relevant Final Terms, for so long as they are authorised to make offers of the relevant kind in accordance with MIFID; or

(3) any additional financial intermediary named on the Issuer's website (<http://www.debtinvestors.anz.com>) as an Authorised Offeror in respect of the relevant Public Offer (if the financial intermediary has been appointed after the relevant Final Terms were published).

*The Issuer may give consent to additional financial intermediaries after the date of the relevant Final Terms and, if it does so, it will publish any new information in relation to such financial intermediaries who are unknown at the time of the approval of this Prospectus or the filing of the relevant Final Terms at <http://www.debtinvestors.anz.com>.*

*The consent referred to above relates to Offer Periods (if any) occurring within 12 months from the date of this Prospectus.*

***In the event of an offer being made by an Offeror, that Offeror will provide information to Investors on the terms and conditions of the offer at the time the offer is made.***

*An Investor intending to acquire or acquiring any Notes from an Offeror will do so, and offers and sales of the Notes to an Investor by an Offeror will be made, in accordance with any terms and other arrangements in place between such Offeror and such Investor, including as to price, allocations and settlement arrangements. The Issuer will not be a party to any such arrangements with Investors in connection with the offer or sale of the Notes and, accordingly, this Prospectus and any Final Terms will not contain such information. The Investor must look to the Offeror at the time of such offer for the provision of such information.*

*This Prospectus should be read and construed together with any amendments or supplements hereto and with any other information and documents incorporated by reference herein and, in relation to any Series (as defined herein) of Notes, should be read and construed together with the relevant Final Terms. This Prospectus shall be read and construed on the basis that such information is incorporated in, and forms part of, the Prospectus.*

*This Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see "Documents Incorporated by Reference"). This Prospectus shall be read and construed on the basis that such documents are so incorporated and form part of this Prospectus.*

*The Notes may be issued in series (each a "Series") having identical terms (or identical other than in respect of certain dates) and are intended to be interchangeable with all other Notes of that same Series. Each Series of Notes may be issued in tranches (each a "Tranche") bearing identical terms other than the Issue Price and nominal amount of the Tranche, the specific terms of which will be completed in the relevant final terms document (the "Final Terms").*

*In relation to any Series, the aggregate nominal amount of the Notes of such Series, the interest (if any) payable in respect of the Notes of such Series and the issue price will be set out in the relevant Final Terms which, with respect to the Notes listed on the London Stock Exchange, will be delivered to the FCA and the London Stock Exchange on or before the date of issue of the Notes of such Series.*

*Following the publication of this Prospectus, a supplementary prospectus may be prepared by the Issuer and approved by the FCA in accordance with Article 16 of the Prospectus Directive in connection with any subsequent issue of Notes in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Prospectus which is capable of affecting the assessment of any Notes. Neither this Prospectus nor any Final Terms constitutes an offer of, or an invitation to subscribe for or purchase, any Notes by the Issuer and should not be considered as a recommendation by the Issuer that any recipient of this Prospectus or any Final Terms should subscribe for or purchase any Notes. Each recipient of this Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer.*

*No person has been authorised to give any information or to make any representation other than those contained in this Prospectus in connection with the issue or sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer. Neither the delivery of this Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial position of any of the Issuer since the date hereof or the date upon which this*

*Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.*

*None of the Issuer, the Initial Dealer or the Intermediaries represent that this Prospectus may be lawfully distributed, or that the Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Initial Dealer or any Intermediary which would permit a public offering of any Notes or distribution of this Prospectus in any jurisdiction where action for that purpose is required other than in the jurisdiction, specified in the relevant Final Terms, in which such Notes are to be offered (the “**Offering Jurisdiction**”). Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations.*

*The distribution of this Prospectus and any Final Terms and the offer, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus or any Final Terms comes are required by the Issuer to inform themselves about and to observe any such restrictions.*

*The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”), or with any securities regulatory authority of any state or other jurisdiction in the United States, and may include Notes in bearer form that are subject, to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (each as defined in Regulation S under the Securities Act). For a description of certain restrictions on offers and sales of Notes and on distribution of this Prospectus or any Final Terms, see “Offering and Sale”.*

*Neither this Prospectus nor any information nor any document incorporated by reference herein is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer that any recipient of this Prospectus or any information or document incorporated by reference herein should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Prospectus or any other financial statements and its purchase of Notes should be based upon any such investigation as it deems necessary.*

*This Prospectus has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (each a “**Relevant Member State**”) will be made pursuant to the Prospectus Directive, as implemented in that Relevant Member State. Accordingly, any person making or intending to make an offer in that Relevant Member State of Notes which are the subject of an offering contemplated in this Prospectus as completed by Final Terms or a drawdown prospectus (a “**Drawdown Prospectus**”) in relation to the offer of those Notes may only do so if a prospectus for such offer has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State and (in either case) published, all in accordance with the Prospectus Directive, provided that any such prospectus has subsequently been completed by Final Terms or is a Drawdown Prospectus which specifies that offers may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State and such offer is made in the period beginning and ending on the dates specified for such purpose in such prospectus or Final Terms or Drawdown Prospectus, as applicable. The only Relevant Member State for the purposes of this Prospectus is the United Kingdom and accordingly each Tranche of Notes may only be offered to Investors as part of a Public Offer in the United Kingdom.*

**MIFID II product governance / target market** – *The Final Terms or Drawdown Prospectus in respect of any Notes may include a legend entitled “MiFID II Product Governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into*

consideration the target market assessment; however, a distributor subject to Directive 2014/65/EU (as amended, "**MiFID II**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), the Initial Dealer and any Intermediaries subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise none of the Arranger, the Initial Dealer and the Intermediaries and any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

**IMPORTANT – EEA RETAIL INVESTORS** – If the Final Terms or Drawdown Deed in respect of any Notes specifies "Prohibition of Sales to EEA Retail Investors" to be "Applicable", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive 2002/92/EC (as amended or superseded, the "**Insurance Mediation Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Directive. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIPs Regulation.

Amounts payable under the Securities may be calculated by reference to one or several specific benchmark(s), each of which are provided by an administrator. As at the date of this Prospectus, the specific benchmark(s) are not yet determined. The Final Terms or Drawdown Prospectus (as the case may be) will set out under "Other Information – Statement on Benchmarks" the name of the specific benchmark(s) and the relevant administrator. They will further specify if the relevant administrator appears or does not appear to be on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011) (the "**BMR**"). Transitional provisions in the BMR may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the applicable Final Terms or Drawdown Prospectus (as the case may be). The registration status of any administrator under the BMR is a matter of public record and, save where required by applicable law, the Issuer does not intend to update the Final Terms or Drawdown Prospectus (as the case may be) to reflect any change in the registration status of the administrator.

The Notes will not be deposit liabilities or protected accounts (as defined in the Banking Act 1959 (Cth) of Australia (the "**Banking Act**")) of the Issuer in Australia. A "protected account" is broadly an account or a specified financial product: (i) kept with the Australian authorised deposit-taking institution ("**ADI**") where the ADI is required to pay the account-holder, on demand or at an agreed time, the net credit balance of the account; or (ii) that is prescribed by regulation. Protected accounts include current accounts, savings accounts and term deposit accounts. The Australian Treasurer has published a declaration of products described as protected accounts for the purposes of the Banking Act.

The Notes are not guaranteed or insured by any government, government agency or compensation scheme of Australia or any jurisdiction.

There are references in this Prospectus to the credit ratings of the Issuer and Notes. A credit rating is not a recommendation to buy, sell or hold the Notes and may be subject to revision, suspension or withdrawal at any time by the relevant rating agency.

Credit ratings in respect of the Notes or the Issuer are for distribution only to persons who are not a "retail client" within the meaning of section 761G of the Corporations Act 2001 of Australia and are also sophisticated



investors, professional investors or other investors in respect of whom disclosure is not required under Part 6D.2 of the Corporations Act 2001 of Australia and, in all cases, in such circumstances as may be permitted by applicable law in any jurisdiction in which an investor may be located. Anyone who is not such a person is not entitled to receive this Prospectus and anyone who receives this Prospectus must not distribute it to any person who is not entitled to receive it.

The credit ratings of Australia and New Zealand Banking Group Limited referred to in this Prospectus have been issued by Standard & Poor's (Australia) Pty Limited ("Standard & Poor's"), Moody's Investors Service Pty Limited ("Moody's") and Fitch Australia Pty Limited ("Fitch"), none of which is established in the European Union and/or has applied for registration under Regulation (EC) No. 1060/2009 as amended by Regulation (EC) No. 513/2011 (the "CRA Regulation"), but their credit ratings are endorsed on an ongoing basis by Standard & Poor's Credit Market Services Europe Limited, Moody's Investor Service Limited and Fitch Ratings Ltd, respectively, pursuant to and in accordance with the CRA Regulation. Standard & Poor's Credit Market Services Europe Limited, Moody's Investor Service Limited and Fitch Ratings Ltd are established in the European Union and are registered under the CRA Regulation. All other credit ratings attributable to persons described in this Prospectus have been issued by Standard & Poor's, Moody's and/or Fitch.

Notes to be issued under the Programme may be rated or unrated. Where a Series of Notes is rated, the credit rating or expected credit rating will be specified in the relevant Final Terms. Whether or not each credit rating applied for in relation to the relevant Series of Notes will be issued by a credit rating agency established in the European Union and registered under the CRA Regulation will be disclosed in the Final Terms.

In general, European regulated investors are restricted from using a credit rating for regulatory purposes unless such credit rating is issued by a credit rating agency established in the European Union and registered under the CRA Regulation (and such registration has not been withdrawn or suspended) or issued by a credit rating agency established in a third country but whose credit ratings are endorsed by EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). The list of registered and certified rating agencies published by the European Securities and Markets Authority ("**ESMA**") on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list. Credit ratings are not a recommendation or suggestion, directly or indirectly, to any investor or any other person, to buy, sell, make or hold any investment, loan or security or to undertake any investment strategy with respect to any investment, loan or security for a particular investor (including without limitation, any accounting and/or regulatory treatment), or the tax-exempt nature or taxability of payments made in respect of any investment, loan or security. The rating agencies are not advisers and nor do the rating agencies provide investors or any other party any financial advice, or any legal, auditing, accounting, appraisal, valuation or actuarial services. A rating should not be viewed as a replacement for such advice or services.

In connection with the issue of any Series of Notes, the Initial Dealer or Intermediaries (if any) named as the stabilising manager(s) (the "Stabilising Manager(s)", or persons acting on behalf of any Stabilising Manager(s)) in the process of the sale of the Series may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Series of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Series of Notes and 60 days after the date of the allotment of the relevant Series of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or person(s) acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

**Singapore SFA Product Classification:** - In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the "**SFA**") and the Securities and Futures (Capital Markets Products) Regulations

2018 of Singapore (the “**CMP Regulations 2018**”), unless otherwise specified before an offer of Notes, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are not ‘prescribed capital markets products’ (as defined in the CMP Regulations 2018) and are Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendation on Investment Products).

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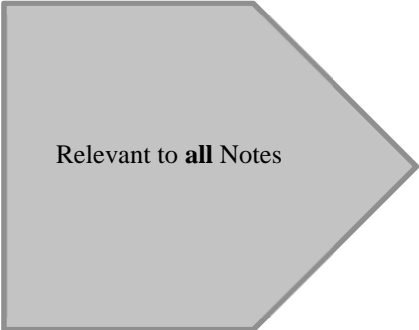
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## READER'S GUIDE TO THIS PROSPECTUS

*This section provides a guide as to which parts of the Programme Prospectus and this Prospectus are relevant to Notes issued under this Prospectus.*

Some of the provisions of the Programme Prospectus are relevant to Notes issued under this Prospectus, and are therefore incorporated by reference in this Prospectus. Much of the Programme Prospectus relates, however, to different types of Securities other than the Notes, and is not relevant for the purposes of this Prospectus or the Notes.

In respect of a particular issue of Notes, the following sections of the Programme Prospectus and of this Prospectus will be relevant (in addition to the Final Terms of such Notes):



Relevant to **all** Notes

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## SUMMARY

*This section comprises a summary in the format, and with the content, required by Article 5(2) of the Prospectus Directive.*

Summaries are made up of disclosure requirements known as “Elements”. These Elements are set out in Sections A to E below (and numbered A.1 to E.7). This summary contains all the Elements required for a summary for the type of securities offered under this Prospectus and the type of issuer. Because some Elements are not required, there are gaps in the numbering sequence of the Elements. Even though an Element may need to be inserted in the summary because of the type of securities and the type of issuer, it is possible that no relevant information can be given regarding the Element, in which case the Element shall be described as “not applicable”.

<b>Section A – Introduction and warnings</b>	
<b>A.1</b>	<p>This summary must be read as an introduction to this Prospectus. Any decision to invest in the Notes should be based on a consideration of the Prospectus as a whole, including any documents incorporated by reference. Following the implementation of the Prospectus Directive (Directive 2003/71/EC) (as amended or superseded, the “<b>Prospectus Directive</b>”) in each Member State of the European Economic Area, no civil liability will attach to the Issuer in any such Member State solely on the basis of this summary, including any translation thereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus, including any information incorporated by reference or it does not provide, when read together with the other parts of this Prospectus, key information in order to aid investors when considering whether to invest in the Notes. Where a claim relating to the information contained in this Prospectus is brought before a court in a Member State of the European Economic Area, the plaintiff may, under the national legislation of the Member State, be required to bear the costs of translating the Prospectus before the legal proceedings are initiated.</p>
<b>A.2</b>	<p><b>Issue specific summary:</b></p> <p>[The Issuer consents to the use of the Prospectus in connection with a public offer (requiring the publication of a prospectus under the Prospectus Directive) (a “<b>Public Offer</b>”) of any relevant Notes during the period from [●] until [●] (the “<b>Offer Period</b>”) in the United Kingdom either (1) by any financial intermediary which satisfies the following conditions: (a) is authorised to make offers of the relevant kind in accordance with MIFID; (b) acts in accordance with all applicable laws, rules, regulations and guidance of any applicable regulatory bodies (the “<b>Rules</b>”), including the Rules published by the FCA (including its guidance for distributors in “The Responsibilities of Providers and Distributors for the Fair Treatment of Customers”) from time to time including, without limitation and in each case, Rules relating to both the appropriateness or suitability of any investment in the Instruments by any person and disclosure to any potential investor; (c) complies with the restrictions set out under “<i>Offering and Sale</i>” in the Prospectus; (d) complies with the target market assessment and distribution channels identified under the “MiFID II product governance” legend set out in the applicable Final Terms or Drawdown Prospectus (as the case may be) in respect of an offer of Notes; (e) ensures that any fee (and any commissions or benefits of any kind) received or paid by that financial intermediary in relation to the offer or sale of the Instruments does not violate the Rules and is fully and clearly disclosed to investors or potential investors; (f) holds all licences, consents, approvals and permissions required in connection with solicitation of interest in, or offers or sales of, the Notes under the Rules, including authorisation under the FSMA; (g) complies with applicable anti-money laundering, anti-bribery and “know your client” Rules, and does not permit any application for Notes in circumstances where the financial intermediary has any suspicions as to the source of the application monies; (h) retains investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested, make such records available to the Issuer or directly to the appropriate authorities with jurisdiction over the Issuer in order to enable the Issuer to comply with anti-money laundering, anti-bribery and “know your client” Rules applying to the Issuer; (i) does not, directly or indirectly, cause the Issuer to breach any Rule or subject it to any requirement</p>

	<p>to obtain or make any filing, authorisation or consent in any jurisdiction; and (j) accepts such Public Offer by publishing on its website the following statement (with the information in square brackets completed with the relevant information): <b>“We, [insert legal name of financial intermediary], refer to the [insert title of relevant Notes] (the “Notes”) described in the Final Terms dated [insert date] (the “Final Terms”) published by Australia and New Zealand Banking Group Limited (the “Issuer”). We hereby accept the offer by the Issuer of its consent to our use of the Prospectus (as defined in the Final Terms) in connection with the offer of the Notes in the United Kingdom (the “Public Offer”) subject to the conditions to such consent, as specified in the Prospectus, and we are using the Prospectus in connection with the Public Offer accordingly”</b>, and any further conditions specified in the relevant Final Terms or (2) by the financial intermediaries, and subject to the relevant conditions, specified in the relevant Final Terms, for so long as they are authorised to make offers of the relevant kind in accordance with MIFID.</p> <p>A Public Offer may be made during the relevant Offer Period by any of the Issuer, the Initial Dealer or any relevant Authorised Offeror in the United Kingdom subject to any relevant conditions specified above and/or in the relevant Final Terms, as the case may be.</p> <p><b>The Terms and Conditions of the Public Offer shall be provided to Investors by that Authorised Offeror at the relevant time.]</b></p> <p>[Not Applicable: the Issuer does not consent to the use of the Prospectus by any person.]</p>
<b>Section B – Issuer</b>	
<b>B.1</b>	<p><b>The legal and commercial name of the Issuer</b></p> <p>Australia and New Zealand Banking Group Limited (“ANZ”)</p>
<b>B.2</b>	<p><b>The domicile and legal form of the Issuer, the legislation under which the Issuer operates and its country of incorporation</b></p> <p>ANZ is a public company limited by shares incorporated in Australia and registered in the State of Victoria, where it also has its headquarters. It is the Group parent company, with Australian Business Number 11 005 357 522.</p>
<b>B.4b</b>	<p><b>A description of any known trends affecting the Issuer and the industries in which it operates</b></p> <p>Not applicable; there are no known trends affecting ANZ or the industries in which it operates.</p>
<b>B.5</b>	<p><b>Description of the Group and the Issuer’s position within the Group</b></p> <p>ANZ, together with its subsidiaries (the “Group”), is one of the four major global banking groups headquartered in Australia.</p> <p>The Issuer is the Group’s parent company. The Issuer is one of the four major banking groups headquartered in Australia.</p>

<b>B.9</b>	<b>Profit forecast or estimate</b>	Not Applicable; no profit forecast or estimate is made.																																	
<b>B.10</b>	<b>Qualifications in the Auditors' report</b>	Not Applicable; there are no qualifications in the Auditors' report.																																	
<b>B.12</b>	<b>Selected financial information</b>	<table border="1" data-bbox="507 465 1425 981"> <thead> <tr> <th></th> <th style="text-align: right;">FY18 (A\$)</th> <th style="text-align: right;">FY17 (A\$)</th> </tr> </thead> <tbody> <tr> <td>Cash profit (\$b)<sup>1</sup></td> <td style="text-align: right;">5.8</td> <td style="text-align: right;">6.9</td> </tr> <tr> <td>Operating income (\$b)<sup>1</sup></td> <td style="text-align: right;">19.0</td> <td style="text-align: right;">20.5</td> </tr> <tr> <td>Operating expenses (\$b)<sup>1</sup></td> <td style="text-align: right;">9.8</td> <td style="text-align: right;">9.4</td> </tr> <tr> <td>Impairment charges (\$b)<sup>1</sup></td> <td style="text-align: right;">0.7</td> <td style="text-align: right;">1.2</td> </tr> <tr> <td>Statutory profit (\$b)</td> <td style="text-align: right;">6.4</td> <td style="text-align: right;">6.4</td> </tr> <tr> <td>Earnings per share (cents)</td> <td style="text-align: right;">221.6</td> <td style="text-align: right;">220.1</td> </tr> <tr> <td>Dividend payout ratio</td> <td style="text-align: right;">72.1%</td> <td style="text-align: right;">73.4%</td> </tr> <tr> <td>Net interest margin<sup>1</sup></td> <td style="text-align: right;">1.87%</td> <td style="text-align: right;">1.99%</td> </tr> <tr> <td>Customer deposits (\$b)<sup>2</sup></td> <td style="text-align: right;">487.3</td> <td style="text-align: right;">467.6</td> </tr> <tr> <td>Net loans and advances (including acceptances) (\$b)<sup>2,3</sup></td> <td style="text-align: right;">604.9</td> <td style="text-align: right;">580.3</td> </tr> </tbody> </table> <p>The financial information above is selected historical key financial information of ANZ and its consolidated subsidiaries, inclusive of discontinued operations.<sup>4</sup></p> <p><sup>1</sup> This financial information is reported on a cash profit basis. Cash profit is not subject to review or audit by the external auditor.</p> <p><sup>2</sup> Customer deposits and net loans and advances as at 30 September 2018 and 30 September 2017 include customer deposits and net loans and advances held for sale.</p> <p><sup>3</sup> Customer liability for acceptances has been recognised as other assets from 30 September 2017.</p> <p><sup>4</sup> In this context, "discontinued operations" refers to certain discontinued operations in connection with the sales agreements with IOOF Holdings Limited and Zurich Financial Services Australia Limited as outlined under the section headed "Information about ANZ" in the Base Prospectus.</p> <p>There has been no significant change in the financial or trading position of ANZ or the Group since 30 September 2018, and no material adverse change in the prospects of ANZ since 30 September 2018, the date of ANZ's last published audited financial statements.</p>		FY18 (A\$)	FY17 (A\$)	Cash profit (\$b) <sup>1</sup>	5.8	6.9	Operating income (\$b) <sup>1</sup>	19.0	20.5	Operating expenses (\$b) <sup>1</sup>	9.8	9.4	Impairment charges (\$b) <sup>1</sup>	0.7	1.2	Statutory profit (\$b)	6.4	6.4	Earnings per share (cents)	221.6	220.1	Dividend payout ratio	72.1%	73.4%	Net interest margin <sup>1</sup>	1.87%	1.99%	Customer deposits (\$b) <sup>2</sup>	487.3	467.6	Net loans and advances (including acceptances) (\$b) <sup>2,3</sup>	604.9	580.3
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<b>B.13</b>	<b>Recent material events particular to the Issuer</b>	Not Applicable; there have been no recent events particular to the Issuer that are to a material extent relevant to the evaluation of the Issuer's solvency.																																	
<b>B.14</b>	<b>Extent to which the Issuer is dependent on other entities within the Group</b>	Not Applicable; the Issuer is not dependent upon other entities within the Group.																																	



<b>B.15</b>	<b>Principal activities of the Issuer</b>	The Issuer is the parent company of the Group. The Group provides a broad range of banking and financial products and services to retail, small business, corporate and institutional clients. It conducts its operations primarily in Australia, New Zealand and the Asia Pacific region. The Group also operates in a number of other countries, including the United Kingdom and the United States.
<b>B.16</b>	<b>Extent to which the Issuer is directly or indirectly owned or controlled</b>	ANZ is not directly or indirectly owned or controlled by any other corporation or corporations, or by any foreign government.
<b>B.17</b>	<b>Credit ratings assigned to the Issuer or its debt securities</b>	<p>At the date of this Prospectus, ANZ has the following debt ratings for long-term unsubordinated unsecured obligations:</p> <ul style="list-style-type: none"> <li>• Standard &amp; Poor's: AA-;</li> <li>• Moody's: Aa3; and</li> <li>• Fitch: AA- .</li> </ul> <p>As defined by Standard &amp; Poor's, an "AA-" rating means that ANZ's capacity to meet its financial commitments is very strong. As defined by Moody's, an "Aa3" rating means that ANZ's relevant obligations are judged to be of high quality and are subject to very low credit risk. As defined by Fitch, an "AA-" rating denotes expectations of very low default risk for ANZ's relevant obligations, and indicates very strong capacity for payment of financial commitments, such capacity being not significantly vulnerable to foreseeable events.</p> <p><b>Issue specific summary:</b> The Notes are [not rated]/[rated [●] by [●]].</p>
<b>Section C – Securities</b>		
<b>C.1</b>	<b>Type and class of Securities</b>	<p>Notes may be issued in Series having identical terms (or identical other than in respect of certain dates) and are intended to be interchangeable with all other Notes of that same Series. Each Series of Notes may be issued in Tranches bearing identical terms other than the Issue Price and nominal amount of the Tranche, the specific terms of which will be completed in the relevant Final Terms.</p> <p>Notes may be issued in bearer form or in registered form and may be in definitive form, or may initially be represented by one or more global securities deposited with a common depository or common safekeeper for Euroclear Bank S.A./N.V. ("Euroclear") and Clearstream Banking, <i>société anonyme</i> ("Clearstream, Luxembourg") and/or any other relevant clearing system, with interests in such global securities being traded in the relevant clearing system(s). Global securities may be exchanged for Notes in definitive form in the limited circumstances described in the relevant global security.</p> <p>Any permanent Global Note may be exchanged for Definitive Notes only in the limited circumstances specified in the permanent Global Note.</p> <p><b>Issue specific summary:</b> [The Notes are in [bearer/registered uncertified] form [and will be represented on issue by a [temporary Global Notes exchangeable for a permanent Global Note which is exchangeable for Definitive Notes [on [●] days' notice][at any time][in the limited circumstances specified in the permanent Global Note]] [temporary Global Note exchangeable for Definitive Notes [on [●] days' notice]] [permanent Global Note exchangeable for Definitive Notes [on [●] days' notice][at any time][in the</p>

		<p>limited circumstances specified in the permanent Global Note]]</p> <p>ISIN Code: [●]</p> <p>Common Code: [●]</p> <p>Legal Entity Identifier (LEI): JHE42UYNWWTJB8YTTU19</p>
<b>C.2</b>	<b>Currencies</b>	<p>Subject to compliance with all relevant laws, regulations and directives, Notes under the Programme may be denominated in any currency or units of exchange and settled in any deliverable currency.</p> <p><b>Issue specific summary:</b></p> <p>The Notes are denominated in [●] and will be settled in [●].</p>
<b>C.5</b>	<b>A description of any restrictions on the free transferability of the Securities</b>	<p>Selling restrictions apply. These include without limitation, conditions applicable in respect of the UK, Australia, Japan, Hong Kong, Singapore, Taiwan and South Korea. Any offer of Notes to members of the public in any Relevant Member State shall be made in accordance with the Prospectus Directive (in respect of Notes having a specified denomination of less than €100,000 or its equivalent in any other currency as at the date of issue of the relevant Notes).</p> <p>United States Category 2 selling restrictions will apply to the Notes for the purposes of Regulation S under the Securities Act. The Notes will be issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) (the “D Rules”).</p>
<b>C.8</b>	<b>Description of the rights attaching to the Securities</b>	<p><b><u>Ranking (status):</u></b></p> <p>Notes constitute unsubordinated and unsecured obligations of the Issuer and rank <i>pari passu</i> among themselves and with its other present and future unsubordinated and unsecured obligations (save for certain obligations required to be preferred by applicable law including obligations incurred pursuant to any recapitalisation order made by the Australian Prudential Regulation Authority and, in the event of the Issuer’s insolvency, debts owed to depositors or to the Reserve Bank of Australia).</p> <p><b><u>Events of Default:</u></b></p> <p>The terms and conditions of the Notes contain the following events of default in relation to the Issuer:</p> <ul style="list-style-type: none"> <li>(i) default is made in the payment of any principal or interest when due, in respect of any Note of such Series, and such default continues for a period of seven days; or</li> <li>(ii) the Issuer fails to perform or observe any of its obligations under any Note of such Series other than those specified in paragraph (i) above and in such case (except where such failure is incapable of remedy) such failure continues for a period of 30 days next following the service by any holder of any Note of such Series on the Issuer and the Fiscal Agent of written notice requiring the same to be remedied; or</li> <li>(iii) otherwise than for the purpose of an amalgamation or reconstruction or merger within the meaning of these words under the laws of the Issuer’s country of incorporation or, where the Issuer is acting through its branch, of the jurisdiction, country or territory in which the branch through which the Issuer is acting as specified in the relevant Final Terms is located, a resolution is passed that the Issuer be wound up or dissolved; or</li> <li>(iv) the Issuer stops payment (within the meaning of Australian or any other applicable bankruptcy law) of its obligations; or</li> <li>(v) an encumbrancer takes possession of or a receiver is appointed of the whole or a substantial part of the undertaking and assets of the Issuer and any such event is continuing for 45 days after its occurrence and would materially prejudice the performance by the Issuer of its obligations under</li> </ul>

		<p>the Notes of such Series or a distress or execution is levied or enforced upon or sued out against the whole or a substantial part of the undertaking and assets of the Issuer which would materially prejudice the performance of the Issuer of its obligations under the Notes of such Series and is not discharged within 60 days thereof; or</p> <p>(vi) proceedings are initiated against the Issuer under any applicable bankruptcy, reorganisation or other similar law and such proceedings are not discharged or stayed within a period of 60 days; or</p> <p>(vii) the Issuer initiates or consents to proceedings relating to itself under any applicable bankruptcy, insolvency, composition or other similar law (otherwise than for the purpose of amalgamation, reconstruction or merger (within the meaning of those words under the laws of the Issuer's country of incorporation or, where the Issuer is acting through its branch, of the jurisdiction, country or territory in which the branch through which the Issuer is acting as specified in the relevant Final Terms is located)) and such proceedings would materially prejudice the performance by the Issuer of its obligations under the Notes of such Series.</p> <p><u>Notwithstanding the above, no event of default in respect of any Notes shall occur solely on account of any failure by the Issuer to perform or observe its obligations in relation to, or the taking of any process or proceeding in respect of any share, note or other security or instrument constituting Tier 1 Capital or Tier 2 Capital (each as defined by the Australian Prudential Regulation Authority from time to time).</u></p> <p><b><u>Noteholder options:</u></b></p> <p>There are no Noteholder options in respect of the Notes.</p> <p><b><u>Governing law:</u></b></p> <p>English law.</p> <p><b><u>Issue specific summary:</u></b></p> <p><b><u>Issue Price:</u></b></p> <p>The Issue Price of the Notes is [●] per cent.</p> <p><b><u>Specified Denomination:</u></b></p> <p>The Notes have a Specified Denomination of [●].</p> <p><b><u>Withholding tax:</u></b></p> <p>[All payments of principal and interest in respect of the Notes will be made free and clear of withholding taxes of any relevant jurisdiction unless compelled by law. In that event, the Issuer will, subject to customary exceptions (including the standard EU exceptions), pay such additional amounts as will result in the payment to the Noteholders of the amounts which would otherwise have been received in respect of the Notes had no withholding or deduction been made.]</p> <p>[All payments of principal and interest in respect of the Notes will be made subject to withholding taxes imposed by any relevant jurisdiction and the Issuer will not be obliged to gross up any payments in respect of the Notes and shall not be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, presentation and surrender for payment, or enforcement of any Note and all payments made by the Issuer shall be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted. The Issuer may, but is under no obligation to, take steps to mitigate the burden of such tax, duty or</p>
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		withholding applied to the Notes (as deemed appropriate by the Issuer in its sole discretion).]
<b>C.9</b>	<b>Interest, maturity and redemption provisions, yield and representative of the Noteholders</b>	<p><i>The Notes are index linked.</i></p> <p><b><i>Issue specific summary:</i></b></p> <p><b><u>Interest provisions:</u></b></p> <p>The way in which interest payable in respect of a Series of Notes is calculated (including applicable interest periods and rates) is determined by reference to one of eight possible Index Linked Coupon provisions that is specified as applicable in the relevant Final Terms. Interest will accrue from the Interest Commencement Date and will be payable on each Interest Payment Date.</p> <p><b><i>Issue specific summary:</i></b></p> <p>Index Linked Coupon [●] is applicable to the Notes, and is described fully in Section C.10 below.</p> <p>The Interest Commencement Date is: [●].</p> <p>The Interest Payment Date[s] [is][are]: [●].</p> <p><b><u>Maturities:</u></b></p> <p>Subject to compliance with all relevant laws, regulations and directives, Notes may have any maturity.</p> <p><b><i>Issue specific summary:</i></b></p> <p>The Maturity Date of the Notes is [●].</p> <p><b><u>Redemption:</u></b></p> <p>The Final Redemption Amount for each Note will be calculated using the following formula:</p> $CA \times PPP$ <p>where:</p> <p>CA = the Calculation Amount for such Index Linked Note specified in the relevant Final Terms</p> <p>PPP = the “<b>Principal Protection Percentage</b>” for such Index Linked Note specified in the relevant Final Terms</p> <p><b><i>Issue specific summary:</i></b></p> <p>The Calculation Amount of each Note is [●].</p> <p>The Principal Protection Percentage is [●].</p> <p><b><u>Optional Redemption/Early Redemption:</u></b></p> <p><b><i>Issue specific summary:</i></b></p> <p>[Prior to redemption upon maturity (as described in “Redemption” above), Notes will be redeemable at the option of the Issuer prior to maturity only for reasons related to taxation, change in law/illegality, or currency disruption.</p> <p>The Early Redemption Amount(s) of each Note is [●] per Calculation Amount.]</p> <p>[Notes will not be redeemable at the option of the Issuer prior to maturity in any circumstances.]</p> <p><b><u>Representation of Noteholders:</u></b></p> <p>The Noteholders may represent themselves at any meeting of Noteholders.</p>
<b>C.10</b>	<b>Derivative component in interest payments</b>	<p><b><i>Issue specific summary:</i></b></p> <p><i>Applicable to Index Linked Coupon 1:</i></p> <p>[Each Note shall bear interest on its Calculation Amount from (and including) the Interest Commencement Date at a rate per annum (expressed as a percentage) for the relevant Interest Year which is one of two possible rates, whichever is the</p>

greater for the relevant Interest Year:

(i) The Floor Rate

and

(ii) A rate calculated as (a) the absolute value of the smallest quarter-on-quarter percentage change in the Index Level (whether it increases or decreases) during the relevant Interest Year (with the first such quarter-on-quarter performance in an Interest Year being measured against the Index Level at the end of the previous Interest Year) multiplied by (b) the relevant Participation Rate. The absolute value of a percentage change in the Index Level is always a positive number: it is equal to the percentage change if that percentage change is a positive number, or to the percentage change multiplied by -1 if that percentage change is a negative number.

The Floor Rates and Participation Rates for the relevant Interest Years are as follows:

Interest Year	Floor Rate	Participation Rate
[•]	[•]	[•]
[•]	[•]	[•]
[•]	[•]	[•]

]

*Applicable to Index Linked Coupon 2:*

[Each Note shall bear interest on its Calculation Amount from (and including) the Interest Commencement Date at a rate per annum (expressed as a percentage) for the relevant Interest Year which is one of two possible rates, whichever is the greater for the relevant Interest Year:

(i) The Floor Rate

and

(ii) A rate calculated as (a) (x) the year-on-year percentage increase (with a decrease being expressed as a negative number) in the Index Level minus (y) the relevant Strike Level (expressed as a percentage), multiplied by (b) the relevant Participation Rate.

The Floor Rates, Participation Rates and Strike Levels for the relevant Interest Years are as follows:

Interest Year	Floor Rate	Participation Rate	Strike Level
[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]

]

*Applicable to Index Linked Coupon 3:*

[Each Note shall bear interest on its Calculation Amount from (and including) the Interest Commencement Date at a rate per annum (expressed as a percentage) for the relevant Interest Year which is one of two possible rates, whichever is the greater for the relevant Interest Year:

(i) The Floor Rate

and

(ii) A rate calculated as (a) (x) the cumulative percentage increase (with a decrease being expressed as a negative number) in the Index Level as compared against the Initial Index Level (the Index Level at the start of the overall Tenor of the Note) minus (y) the relevant Strike Level (expressed as a percentage), multiplied by (b) the relevant Participation Rate.

The Floor Rates, Participation Rates and Strike Levels for the relevant Interest

Years are as follows:

Interest Year	Floor Rate	Participation Rate	Strike Level
[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]

]

*Applicable to Index Linked Coupon 4:*

[Each Note shall bear interest on its Calculation Amount from (and including) the Interest Commencement Date at a rate per annum for the relevant Interest Year which is equal to (a) the relevant Fixed Coupon plus (b) (x) the Index Digital multiplied by (y) the relevant Uplift Coupon.

The Index Digital will be 1 if the cumulative percentage increase (with a decrease being expressed as a negative number) in the Index Level as compared against the Initial index Level (the Index Level at the start of the overall Tenor of the Note) is greater than or equal to the relevant Barrier (which is expressed as a percentage). Otherwise (including in the case of a cumulative percentage decrease in the Index Level), the Index Digital will be zero.

The Fixed Coupons, Uplift Coupons and Barriers for the relevant Interest Years are as follows:

Interest Year	Fixed Coupon	Uplift Coupon	Barrier
[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]

]

*Applicable to Index Linked Coupon 5:*

[Each Note shall bear interest on its Calculation Amount from (and including) the Interest Commencement Date at a rate (expressed as a percentage) for the entire Tenor of the Note which is one of two possible rates, whichever is the greater:

(i) The Floor Rate

and

(ii) A rate calculated as (a) the arithmetic average of the absolute value of the year-on-year percentage changes in the Index Level over the entire Tenor of the Note, multiplied by (b) the Participation Rate. The absolute value of a percentage change in the Index Level is always a positive number: it is equal to the percentage change if that percentage change is a positive number, or to the percentage change multiplied by -1 if that percentage change is a negative number.

The Floor Rate is: [•]

The Participation Rate is: [•]

*Applicable to Index Linked Coupon 6:*

[Each Note shall bear interest on its Calculation Amount from (and including) the Interest Commencement Date at a rate (expressed as a percentage) for the entire Tenor of the Note which is one of two possible rates, whichever is the greater:

(i) The Floor Rate

and

(ii) A rate calculated as (a) (x) the cumulative percentage increase (with a decrease being expressed as a negative number) in the final Index Level as compared against the Initial Index Level (the Index Level at the start of the overall Tenor of the Note) minus (y) the Strike Level (expressed as a percentage) multiplied by (b) the Participation Rate.

		<p>The Floor Rate is: [●]</p> <p>The Participation Rate is: [●]</p> <p>The Strike Level is: [●]</p> <p><i>Applicable to Index Linked Coupon 7:</i></p> <p>[Each Note shall bear interest on its Calculation Amount from (and including) the Interest Commencement Date at a rate for the entire Tenor of the Note which is equal to (a) the relevant Fixed Coupon plus (b) (x) the Index Digital multiplied by (y) the relevant Uplift Coupon.</p> <p>The Index Digital will be 1 if the cumulative percentage increase in the final Index Level as compared against the Initial Index Level (the Index Level at the start of the overall Tenor of the Note) is greater than or equal to the Barrier (which is expressed as a percentage). Otherwise (including in the case of a cumulative percentage decrease in the Index Level), the Index Digital will be zero.</p> <p>The Fixed Coupon is: [●]</p> <p>The Uplift Coupon is: [●]</p> <p>The Barrier is: [●]</p> <p><i>Applicable to Index Linked Coupon 8:</i></p> <p>[The Tenor of each Note is divided into a series of Interest Periods, each beginning (and including) and Interest Period Date and ending (and excluding) the next Interest Period Date. Each Interest Period is either a Fixed Coupon Period, or a Variable Coupon Period.</p> <p>In respect of each Fixed Coupon Period, each Note shall bear interest on its Calculation Amount from (and including) the Interest Commencement Date at a rate for such Interest Period which is equal to the Fixed Coupon (multiplied by the appropriate day count fraction to convert an annual rate of interest into a rate proportionate to the length of the Fixed Coupon Period).</p> <p>The Fixed Coupon is: [●]</p> <p>In respect of each Variable Coupon Period, each Note shall bear interest on its outstanding nominal amount from (and including) the Interest Commencement Date at a rate which is calculated as the sum of (a) the number of Observation Dates in the Variable Coupon Period on which the Index Level is greater than or equal to the relevant Strike Level, divided by the total number of Scheduled Trading Days in the Variable Coupon Period, multiplied by the Day In Coupon<sub>(i)</sub> and (b) the number of Observation Dates in the Variable Coupon Period on which the Index Level is less than the relevant Strike Level, divided by the total number of Observation Dates in the Variable Coupon Period, multiplied by the Day Out Coupon<sub>(i)</sub> (and all as multiplied by the appropriate day count fraction to convert an annual rate of interest into a rate proportionate to the length of the Variable Coupon Period).</p> <p>The Day In Coupon<sub>(i)</sub>, Day Out Coupon<sub>(i)</sub>, and Strike Level for the relevant Interest Years are as follows:</p> <table border="1" data-bbox="520 1675 1433 1854"> <thead> <tr> <th>Interest Year</th> <th>Day In Coupon</th> <th>Day Out Coupon</th> <th>Strike Level</th> </tr> </thead> <tbody> <tr> <td>[●]</td> <td>[●]</td> <td>[●]</td> <td>[●]</td> </tr> <tr> <td>[●]</td> <td>[●]</td> <td>[●]</td> <td>[●]</td> </tr> <tr> <td>[●]</td> <td>[●]</td> <td>[●]</td> <td>[●]</td> </tr> </tbody> </table> <p>and such interest shall be payable in arrear on [each][the] Interest Payment Date. ]</p>	Interest Year	Day In Coupon	Day Out Coupon	Strike Level	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]
Interest Year	Day In Coupon	Day Out Coupon	Strike Level															
[●]	[●]	[●]	[●]															
[●]	[●]	[●]	[●]															
[●]	[●]	[●]	[●]															
C.11	Listing and admission to trading	<p>Notes issued may be admitted to the Official List and admitted to trading on the London Stock Exchange's regulated market, or may be unlisted.</p> <p><b>Issue specific summary:</b></p> <p>[Application has been made by the Issuer (or on its behalf) for the Notes to be</p>																

		admitted to trading on the London Stock Exchange's regulated market with effect from [●].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the London Stock Exchange's regulated market with effect from [●].] [The Notes are unlisted.]
C.15	<b>Affect of value of underlying instrument(s) on value of derivative securities</b>	<p><b><i>Issue specific summary:</i></b></p> <p>The value of a Note consists of its principal value and the value of expected interest payments.</p> <p><u>Principal value</u></p> <p>If the Principal Protection Percentage is less than 100%, investors will not be entitled to receive all of their initially invested principal on the Maturity Date, as this will reduce the level of the Final Redemption Amount accordingly. However, the Final Redemption Amount is not linked to the value of the underlying Index.</p> <p><u>Interest value</u></p> <p><i>Applicable to Index Linked Coupon 1:</i></p> <p>[In respect of any Interest Year, the relevant Floor Rate represents a minimum interest rate to which a Noteholder is entitled. However, if (a) the absolute value of the smallest quarter-on-quarter percentage change in the Index Level during the relevant Interest Year multiplied by (b) the Participation Rate represents a greater rate than the relevant Floor Rate, the Noteholder will be entitled to that greater rate of interest. This will occur if the smallest quarter-on-quarter movement in the Index Level (whether positive or negative) in the relevant Interest Year is sufficiently large. The absolute value of a percentage change in the Index Level is always a positive number: it is equal to the percentage change if that percentage change is a positive number, or to the percentage change multiplied by -1 if that percentage change is a negative number.]</p> <p><i>Applicable to Index Linked Coupon 2:</i></p> <p>[In respect of any Interest Year, the relevant Floor Rate represents a minimum interest rate to which a Noteholder is entitled. However, if (a) (x) the year-on-year percentage increase (with a decrease being expressed as a negative number) in the Index Level minus (y) the relevant Strike Level (expressed as a percentage), multiplied by (b) the relevant Participation Rate represents a greater rate than the relevant Floor Rate, the Noteholder will be entitled to that greater rate of interest. This will occur if there is a sufficiently large year-on-year increase in the Index Level during the relevant Interest Year (but cannot occur if there is a year-on-year decrease in the Index Level during the relevant Interest Year).]</p> <p><i>Applicable to Index Linked Coupon 3:</i></p> <p>[In respect of any Interest Year, the relevant Floor Rate represents a minimum interest rate to which a Noteholder is entitled. However, if (a) (x) the cumulative percentage increase (with a decrease being expressed as a negative number) in the Index Level as compared against the Initial Index Level (the Index Level at the start of the overall Tenor of the Notes) minus (y) the relevant Strike Level (expressed as a percentage), multiplied by (b) the relevant Participation Rate represents a greater rate than the relevant Floor Rate, the Noteholder will be entitled to that greater rate of interest. This will occur if the cumulative increase in the Index Level as at the end of the relevant Interest Year as compared against the Initial Index Level is sufficiently large (but cannot occur if there is a cumulative decrease in the Index Level as compared against the Initial Index Level).]</p> <p><i>Applicable to Index Linked Coupon 4:</i></p> <p>[In respect of any Interest Year, the Fixed Coupon represents a minimum interest rate to which a Noteholder is entitled. However, if there is a cumulative percentage increase in the Index Level as compared against the Initial Index Level (the Index Level at the start of the overall Tenor of the Note) and such cumulative increase is greater than or equal to the relevant Barrier (which is</p>



		<p>expressed as a percentage), by the operation of the Index Digital, the Noteholder will be entitled to a fixed Uplift Coupon in respect of that Interest Year. The Uplift Coupon will not be payable to the Noteholder in respect of an Interest Year if there is a cumulative decrease in the Index Level as compared against the Initial Index Level, or if the cumulative increase is not greater than or equal to the relevant Barrier.]</p> <p><i>Applicable to Index Linked Coupon 5:</i></p> <p>[The Floor Rate represents a minimum interest rate to which a Noteholder is entitled over the entire Tenor of the Note. However, if (a) the arithmetic average of the absolute value of the year-on-year percentage changes in the Index Level over the entire Tenor of the Note, multiplied by (b) the Participation Rate represents a greater rate than the Floor Rate, the Noteholder will be entitled to that greater rate of interest. The absolute value of a percentage change in the Index Level is always a positive number: it is equal to the percentage change if that percentage change is a positive number, or to the percentage change multiplied by -1 if that percentage change is a negative number.]</p> <p><i>Applicable to Index Linked Coupon 6:</i></p> <p>[The Floor Rate represents a minimum interest rate to which a Noteholder is entitled over the entire Tenor of the Note. However, if (a) (x) the cumulative percentage increase (with a decrease being expressed as a negative number) in the final Index Level as compared against the Initial Index Level (the Index Level at the start of the overall Tenor of the Note) minus (y) the Strike Level (expressed as a percentage) multiplied by (b) the Participation Rate represents a greater rate than the relevant Floor Rate, the Noteholder will be entitled to that greater rate of interest.]</p> <p><i>Applicable to Index Linked Coupon 7:</i></p> <p>[The Fixed Coupon represents a minimum interest rate to which a Noteholder is entitled over the entire Tenor of the Note. However, if there is a cumulative percentage increase in the final Index Level as compared against the Initial Index Level (the Index Level at the start of the overall Tenor of the Note) and such cumulative increase is greater than or equal to the Barrier (which is expressed as a percentage), by the operation of the Index Digital, the Noteholder will be entitled to the fixed Uplift Coupon in respect of the entire Tenor of the Note.]</p> <p><i>Applicable to Index Linked Coupon 8:</i></p> <p>[In respect of any Fixed Coupon Period, the only interest rate to which a Noteholder is entitled is the Fixed Coupon. In respect of any Variable Coupon Period, the Day Out Coupon (which may be zero) represents a minimum interest rate to which a Noteholder is entitled. Each Observation Date in a Variable Coupon Period on which the Index Level exceeds the relevant Strike Level will result in an increase in the overall interest rate to which the Noteholder is entitled in respect of that Variable Coupon Period, and if on all Observation Dates in that Variable Coupon Period the Index Level exceeds the relevant Strike Level, the Noteholder will be entitled to the full Day In Coupon for that Variable Coupon Period.]</p>
C.16	Expiration/ maturity date of derivative securities	<p><b><i>Issue specific summary:</i></b></p> <p>The Maturity Date of the Notes is [●].</p>
C.17	Settlement procedure for derivative securities	<p><b><i>Issue specific summary:</i></b></p> <p>The Notes are cash-settled through [Clearstream, Luxembourg][Euroclear].</p>
C.18	Description of	<p><b><i>Issue specific summary:</i></b></p>

	<b>return on derivative securities</b>	The amount of principal to which the Noteholder will be entitled is the Final Redemption Amount, payable on the Maturity Date. The amount[s] of interest payable to the Noteholder will be [that][those] applicable to Index Linked Coupon [●], payable on [each][the] Interest Payment Date.
<b>C.19</b>	<b>Description of exercise price or final reference price of underlying asset in relation to derivative securities</b>	<b>Issue specific summary:</b> The relevant Index Level on any Observation Date shall, subject to the occurrence of certain disruption events, be the level determined in good faith by ANZ in its capacity as Calculation Agent, and shall be, in the absence of manifest error, the level published by the Index Sponsor.
<b>C.20</b>	<b>Description of underlying asset and where information on underlying asset can be found</b>	<b>Issue specific summary:</b> The Index is [●], an index published by the Index Sponsor which is intended to reflect the performance of [the shares of [●] companies traded on [●]][●]. Information relating to the Index, including the method used by the Index Sponsor to calculate the Index, can be found at [●]. The Index Sponsor is [●].
<b>Section D – Risks</b>		
<b>D.2</b>	<p><b>Key information on key risks that are specific to the Issuer:</b></p> <p>There are a number of factors which could cause the Issuer's actual results to differ, in some instances materially, from those anticipated. By investing in the Notes, an Investor is exposed to the risk that some or all of these factors could negatively affect the Issuer and, in turn, negatively impact the value of the Notes.</p> <p>As a bank, the Issuer's activities are exposed to a complex and varied set of risks. If any of these risks materialise, there is the potential they could adversely impact the Issuer's business, operations and financial condition.</p> <p>The key risks inherent in the Issuer's operations can be broadly grouped under the main categories of:</p> <p><b>capital adequacy risk</b> (being the risk of loss arising from the Issuer failing to maintain the level of capital required by prudential regulators and other key stakeholders (shareholders, debt investors, depositors, rating agencies) to support the Issuer's consolidated operations and risk appetite);</p> <p><b>credit risk</b> (being the risk of financial loss to the Issuer resulting from a counterparty failing to fulfil its obligations, or from a decrease in credit quality of a counterparty resulting in a loss in value);</p> <p><b>market risk</b> (stemming from the Issuer's trading and balance sheet activities and being the risk to the Issuer's earnings arising from changes in interest rates, foreign exchange rates, credit spreads, volatility, correlations or from fluctuations in bond, commodity or equity prices);</p> <p><b>liquidity and funding risk</b> (being the risk that the Issuer will be unable to meet its payment obligations as they fall due, including repaying depositors or maturing wholesale debt, or that the Issuer has insufficient capacity to fund increases in its assets);</p> <p><b>operational risk</b> (being the risk of loss to, and/or non-compliance of the Issuer resulting from inadequate or failed internal processes, people and systems, or from external events, including legal risk and the risk of reputation loss, or damage arising from inadequate or failed internal processes, people and systems, but excluding strategic risk);</p>	

	<p><b>compliance risk</b> (being the risk of failure to act in accordance with laws, regulations, industry standards and codes, internal policies and procedures and principles of good governance as applicable to the Issuer's businesses);</p> <p><b>reputation risk</b> (being the risk of loss caused by adverse perceptions of the Issuer held by the public, shareholders, investors, regulators, or rating agencies that directly or indirectly impact earnings, capital adequacy or value);</p> <p><b>insurance risk</b> (being the risk to the Issuer of unexpected losses resulting from worse than expected claims experience (variation in timing and amount of insurance claims due to incidence or non-incidence of death, sickness, disability or general insurance claims) and includes inadequate or inappropriate underwriting, claims management, reserving, insurance concentrations, reinsurance management, product design and pricing which will expose an insurer to financial loss and the consequent inability to meet its liabilities);</p> <p><b>reinsurance risk</b> (being the risk to the Issuer that a reinsurer fails to meet their contractual obligations, i.e. to pay reinsurance claims when due);</p> <p><b>strategic risk</b> (being the risk that affects or is created by the Issuer's business strategy and strategic objectives); and</p> <p><b>technology risk</b> (being the risk of loss, and/or noncompliance of, the issuer resulting from inadequate or failed internal processes, people or systems or from external events impacting on IT assets, including the compromise of an IT asset's confidentiality, integrity or availability,</p> <p>If any of these key risks actually occurs, the Issuer's business, operations, financial condition or reputation could be materially adversely affected, with the result that the trading price of the Notes could decline and investors could lose all or part of their investment. Importantly, the Issuer's risk profile at any point in time, including the probability and impact of certain risks occurring, is heavily influenced by (and invariably changes over time according to) prevailing general business, economic and market conditions in the major countries and regions in which the Issuer operates or trades.</p>
D.3	<p><b>Key information on the key risks that are specific to the Notes:</b></p> <p>Material risks relating to a particular issuance of Notes may (depending on the terms of the particular issue) include that the market price of the Notes may be volatile, the Notes may not pay interest, or may pay less interest than expected. There is no assurance that a liquid secondary market for certain Notes will develop or continue.</p> <p>Prospective purchasers intending to purchase Notes to hedge against the market risk associated with investing in any shares comprising the Index should recognise the complexities of utilising Notes in this manner.</p> <p>ANZ in its capacity as Calculation Agent has broad discretion to make certain determinations and adjustments[, ][and/or] to replace the original reference Index with another [and/or to cause the early redemption or cancellation of the Notes]. The Calculation Agent may also in certain circumstances amend the relevant Index Level due to corrections in the level of the Index reported by the Index Sponsor.</p>
D.6	<p><b>Key risks specific to Index Linked Notes:</b></p> <p>Fluctuations in the value and/or volatility of the relevant Index may affect the value of Index Linked Notes.</p> <p>Indices comprise a synthetic portfolio of shares or other assets and, as such, the performance of an Index is dependent upon the macroeconomic factors relating to the shares or other components that comprise such Index, which may include interest rates and price levels on the capital markets, currency developments, political factors and (in the case of shares) company-specific factors such as earnings position, market position, risk situation, shareholder structure and distribution policy.</p> <p>Returns payable on Index Linked Notes may not reflect the return an investor would realise if he or she actually owned the relevant items comprising the components of the Index.</p> <p>The rules governing the composition and calculation of an Index may stipulate that dividends distributed on its components do not lead to a rise in the Index Level, for example, if it is a "price"</p>

	<p>index, which may lead to a decrease in the index level if all other circumstances remain the same. An Index Sponsor may add, delete or substitute the components of an Index published by it or make other methodological changes to it, or cease to publish it. A change in the composition or the discontinuance of an Index could adversely affect the market value of the Index Linked Notes.</p>	
<b>Section E – Offer</b>		
<b>E.2b</b>	<b>Reason for the offer and use of proceeds</b>	<p><b>Issue specific summary:</b></p> <p>[The net proceeds of the issue of the Notes will be used by the Issuer for its [general corporate purposes][specify any other particular identified use of proceeds].]</p>
<b>E.3</b>	<b>Terms and Conditions of the Offer</b>	<p><b>Issue specific summary:</b></p> <p>The Notes will be offered to investors by [the Issuer in its capacity as the Initial Dealer][an Authorised Offeror] at a price of [●] per Note during the period from (and including) [●] to (and including) [●]. [The minimum number of Notes that an investor may purchase is [●]][The minimum value of Notes that an investor may purchase is [●]].</p>
<b>E.4</b>	<b>Interests of natural and legal persons involved in the issue of the Securities</b>	<p><b>Issue specific summary:</b></p> <p>[So far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.]</p>
<b>E.7</b>	<b>Estimated expenses charged to the investor by the Issuer or the Authorised Offeror</b>	<p>The Notes are offered to the investors by [the Issuer in its capacity as the Initial Dealer][an Authorised Offeror].</p> <p>The estimated expenses to be charged to the investor by the [Issuer in its capacity as Initial Dealer][an Authorised Offeror] is an amount of [●] per Note, provided that the minimum amount of expenses per purchase of Note shall be [●].</p> <p>Any investor intending to acquire any Notes from a bank, financial intermediary or other entity (including an Authorised Offeror) other than the Initial Dealer in its capacity as such will do so in accordance with any terms and other arrangements in place between the seller or distributor and such investor, including as to price and any expenses that may be payable, allocations and settlement arrangements. The Issuer is not a party to such terms or other arrangements.</p>

## RISK FACTORS

*This section sets out the principal risks inherent in investing in Index Linked Notes issued under this Prospectus.*

### Introduction

*The following risk factors shall be read in conjunction with the risk factors as set out on pages 32 to 70 inclusive (“Risk Factors”) of the Programme Prospectus.*

*The Risk Factors entitled “Cancellation or redemption due to illegality or change in law”, “Cancellation or redemption due to taxation” and “Early Redemption Amount or Early Cancellation Amount of Securities” set out on page 42 of the Programme Prospectus shall only apply to Notes issued under this Prospectus in respect of which “Early Redemption” is stated as “Applicable” in the relevant Final Terms.*

*Any investment in the Notes will involve risks, including those described in this section. All principal or material risks that have been identified by the Issuer are included in this section. Prospective investors should carefully consider the following discussion of the risk factors and the other information in this Prospectus and consult their own financial and legal advisers about the risks associated with the Notes before deciding whether an investment in the Notes is suitable for them. Prospective investors should be aware that the risks set forth below are not exhaustive (as these will not include those risks that have not been identified by the Issuer) and should carefully consider the following factors in addition to the matters set out elsewhere in this Prospectus before investing in the Securities offered under this Prospectus.*

*As at the date of this Prospectus, the Issuer believes that the following risk factors may affect the Issuer’s abilities to fulfil its obligations under or in respect of the Notes and could be material for the purpose of assessing the market risks associated with the Notes.*

*If any of the following factors actually occurs, the trading price of the Notes of the Issuer could decline and an investor could lose all or part of its investment. These factors are contingencies that may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.*

*Words and expressions defined in the “Terms and Conditions of the Notes” below, elsewhere in this Prospectus or in the Programme Prospectus, as the case may be, have the same meanings in this section.*

### RISK FACTORS RELATING TO THE NOTES

The Notes are Index Linked Notes. An investment in Index Linked Notes entails significant risks in addition to those associated with investments in a conventional debt security.

#### **Factors affecting the performance of Indices may adversely affect the value of the Notes**

Indices comprise a synthetic portfolio of shares or other assets and, as such, the performance of an Index is dependent upon the macroeconomic factors relating to the shares or other components that comprise such Index, which may include interest rates and price levels on the capital markets, currency developments, political factors and (in the case of shares) company-specific factors such as earnings position, market position, risk situation, shareholder structure and distribution policy.

#### **Exposure to the risk that returns on the Notes do not reflect direct investment in underlying equities or other items comprising the Index**

The return payable on Index Linked Notes may not reflect the return an investor would realise if he or she actually owned the relevant items comprising the components of the Index. For example, if the components of the Indices are shares, Noteholders will not receive any dividends paid on those shares and will not participate in the return on those dividends unless the relevant Index takes such dividends into account for purposes of calculating the relevant level. Similarly, Noteholders will not have any voting rights in the underlying equities or any other assets which may comprise the components of the relevant Index. Accordingly, investors in Index

Linked Notes may receive a lower payment upon settlement or redemption of such Index Linked Notes than such investor would have received if he or she had invested in the components of the Index directly.

***Loss of return of dividends in respect of most Index Linked Notes***

The rules governing the composition and calculation of the relevant underlying Index might stipulate that dividends distributed on its components do not lead to a rise in the index level, for example, if it is a “price” index, which may lead to a decrease in the index level if all other circumstances remain the same. As a result, in such cases, the holders of Index Linked Notes may not participate in dividends or other distributions paid on the components comprising the Index. Even if the rules of the relevant underlying Index provide that distributed dividends or other distributions of the components are reinvested in the Index and therefore result in raising its level, in some circumstances, the dividends or other distributions may not be fully reinvested in such Index.

***A change in the composition or discontinuance of an Index could adversely affect the market value of the Index Linked Notes***

The sponsor of any Index can add, delete or substitute the components of such Index or make other methodological changes that could change the level of one or more components. The modification of components of any Index may affect the level of such Index, as a newly added component may perform significantly worse or better than the component it replaces, which in turn may affect the payments made by the Issuer to the investors in the Index Linked Notes. The sponsor of any such Index may also alter, discontinue or suspend calculation or dissemination of such Index. The sponsor of an Index will have no involvement in the offer and sale of the Index Linked Notes and will have no obligation to any investor in such Index Linked Notes. The sponsor of an Index may take any actions in respect of such Index without regard to the interests of the investor in the Index Linked Notes, and any of these actions could adversely affect the market value of the Index Linked Notes.

***Exposure to Index Modification, Index Cancellation, Index Disruption and Correction of Index levels***

The Calculation Agent has broad discretion to make certain determinations and adjustments, to replace the original reference Index with another and/or to cause early redemption of the Index Linked Notes, any of which may be adverse to Noteholders in connection with Index Modification, Index Cancellation and Index Disruption. The Calculation Agent may determine that the consequence of any such event is to make adjustments to the Index Linked Notes, or to replace such Index with another or to cause early redemption or cancellation of the Index Linked Notes. The Calculation Agent may (subject to the terms and conditions of the relevant Index Linked Notes) also amend the relevant Index level due to corrections in the level reported by the sponsor of the Index.

**RISK FACTORS RELATING TO THE ISSUER**

Noteholders are exposed to the credit risk of the Issuer. If the Issuer fails or becomes insolvent, Noteholders may lose some or all of their investment.

Prospective investors should note that the Issuer is subject to certain general risks including, without limitation, instability in the global financial markets, lack of liquidity, depressed asset valuations and geopolitical conditions.

## DOCUMENTS INCORPORATED BY REFERENCE

*This section incorporates selected publicly available information that should be read in conjunction with this Prospectus.*

This Prospectus should be read and construed in conjunction with the following documents:

- (i) the prospectus dated 19 November 2018 relating to the Issuer's Markets Issuance Programme, which was published via the Regulatory News Service of the London Stock Exchange plc on or about 19 November 2018 (the "**Programme Prospectus**"), including (but not limited to) the "no material conflicts of interest" statement on page 197 thereof, the "no significant change" and "no material adverse change" statements on page 237 thereof and the statement concerning governmental, legal or arbitration proceedings on page 237 thereof, but excluding Equity Linked Additional Conditions 1, 2 and 3 (as defined therein) (page 133) and the sections thereof entitled "Summary" (pages 15 to 31), "Form of Final Terms for Notes which are Eligible for Retail Investors" (pages 155 to 166) "Form of Final Terms of the Notes which are Not Eligible for Retail Investors" (pages 167 to 177) and "Form of Final Terms for C&W Securities" (pages 178 to 189);
- (ii) the audited annual consolidated financial statements (including the notes thereto and the independent auditor's report thereon) in respect of the years ended 30 September 2017 and 2018 (set out on pages 65 to 160 and pages 71 to 171, respectively of the 2017 and 2018 Annual Reports of ANZ); and
- (iii) for the purpose of any issues of Notes under this Prospectus which are to be consolidated and form a single Series with an existing Series of Notes, the terms and conditions of the Notes as set out in (a) (1) the sections entitled "Base General Conditions", "Base Note Conditions", and "Alternative Currency Additional Conditions" on pages 56 to 86 and 126 to 129 of the prospectus for the Global Markets Issuance Programme dated 7 June 2013 and (2) the terms and conditions of the Notes as set out in the sections entitled "General Terms and Conditions" and "Additional Index Linked Conditions" on pages 27 to 43 of the prospectus for Index Linked Notes dated 7 June 2013; (b) (1) the terms and conditions of the Securities as set out in the sections entitled "Base General Conditions", "Base Note Conditions", "Base C&W Conditions" and "Additional Terms and Conditions" on pages 63 to 138 of the Prospectus for the Global Markets Issuance Programme dated 10 February 2015 and (2) the terms and conditions of the Notes as set out in the sections entitled "General Terms and Conditions" and "Additional Index Linked Conditions" on pages 30 to 45 of the prospectus for Index Linked Notes dated 10 February 2015; and (c) (1) the terms and conditions of the Securities as set out in the sections entitled "Base General Conditions", "Base Note Conditions", "Base C&W Conditions" and "Additional Terms and Conditions" on pages 62 to 138 of the Prospectus for the Global Markets Issuance Programme dated 12 February 2016 and (2) the terms and conditions of the Notes as set out in the sections entitled "General Terms and Conditions" and "Additional Index Linked Conditions" on pages 30 to 45 of the prospectus for Index Linked Notes dated 12 February 2016 and (d) (1) the terms and conditions of the Securities as set out in the sections entitled "Base General Conditions", "Base Note Conditions", "Base C&W Conditions" and "Additional Terms and Conditions" on pages 66 to 140 of the Prospectus for the Global Markets Issuance Programme dated 13 February 2017 and (2) the terms and conditions of the Notes as set out in the sections entitled "General Terms and Conditions" and "Additional Index Linked Conditions" on pages 33 to 48 of the prospectus for Index Linked Notes dated 13 February 2017 and (e) (1) the terms and conditions of the Securities as set out in the sections entitled "Base General Conditions", "Base Note Conditions", "Base C&W Conditions" and "Additional Terms and Conditions" on pages 70 to 146 of the Prospectus for the Global Markets Issuance Programme dated 13 February 2018 and (2) the terms and conditions of the Notes as set out in the sections entitled "General Terms and Conditions" and "Additional Index Linked Conditions" on pages 33 to 47 of the prospectus for Index Linked Notes dated 13 February 2018; and
- (iv) ANZ's Basel 3 Pillar 3 Disclosure dated 30 September 2018 (APS 330: Public Disclosure).

Any documents or information themselves incorporated by reference in, or cross-referred to in, the documents incorporated by reference in this Prospectus shall not form part of this Prospectus unless also separately incorporated by reference above. Where only certain sections of a document referred to above are incorporated by reference into this Prospectus, the parts of the document which are not incorporated by reference are either not relevant for prospective investors or are covered elsewhere in this Prospectus.

Copies of documents incorporated by reference in this Prospectus can be obtained from the registered office of the Issuer. Requests for such documents should be directed to the Issuer at its office set out at the end of this Prospectus. In addition, such documents will be available from the specified offices of the Paying Agent for the time being at Winchester House, 1 Great Winchester Street, London EC2N 2DB, United Kingdom and can also be viewed electronically and free of charge at the Issuer's website (<http://www.debtinvestors.anz.com/>).

Please note that websites and URLs referred to herein do not form part of this Prospectus.

Certain information contained in the documents listed above has not been incorporated by reference in this Prospectus. Such information is either (i) deemed not relevant for an investor or (ii) is covered elsewhere in this Prospectus.



## PRESENTATION OF FINANCIAL INFORMATION

*This section contains a note regarding the financial information about the Issuer presented or referred to in this Prospectus.*

In this Prospectus, references to the “**consolidated financial statements**” or “**financial statements**” are to the consolidated financial statements in the 2018 Annual Report of ANZ, unless indicated otherwise.

The consolidated financial statements of the Issuer incorporated by reference within this Prospectus have been prepared in accordance with Australian Accounting Standards.

## **GENERAL TERMS AND CONDITIONS**

*This section describes the components of the terms and conditions of the Index Linked Notes.*

Capitalised terms used herein shall be deemed to be defined as such for the purposes of the Programme Prospectus and the Note Conditions (as defined therein). References in the Note Conditions to “Final Terms” shall be deemed to be references to this Prospectus.

The Index Linked Additional Conditions (as defined in Schedule 1 hereto) shall be Additional Conditions for the purposes of the Programme Prospectus.

If the Redemption/Payment Basis is specified hereon as “Index Linked”, Index Linked Additional Condition 1 shall apply to the relevant Index Linked Note.

If the Interest Basis is specified as Index Linked Coupon x, where x is a number from 1 to 8, the relevant part of Index Linked Additional Condition 3 shall apply to the relevant Index Linked Note.

## SCHEDULE 1: INDEX LINKED ADDITIONAL CONDITIONS

*This section sets out the terms and conditions that apply to the Index Linked Notes.*

The following are the Additional Conditions (the “**Index Linked Additional Conditions**”) that will apply to Notes issued under this Prospectus (“**Index Linked Notes**”). Index Linked Notes are Cash Settled Securities. In the case of any inconsistency between these Index Linked Additional Conditions, the Base Note Conditions and/or the Base General Conditions, these Index Linked Additional Conditions will prevail.

Words and expressions defined or used in the relevant Final Terms shall have the same meanings where used in these Index Linked Additional Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in these Index Linked Additional Conditions or elsewhere in the Conditions applicable to the Index Linked Notes will have the meanings given to them in the relevant Final Terms. References in these Index Linked Additional Conditions to Index Linked Notes are to the Index Linked Notes of one Series only, not to all Index Linked Notes that may be issued under this Prospectus. Unless otherwise specified, references in these Index Linked Additional Conditions to an “Additional Condition” are to a section or clause of these Index Linked Additional Conditions.

### 1 Redemption of Index Linked Notes

- 1.1 For the purposes of the Base General Conditions, this Index Linked Additional Condition 1 is the “Reference Item Settlement Provision” applicable to Index Linked Notes.
- 1.2 Unless previously redeemed or purchased and/or cancelled, as the case may be, the Final Redemption Amount for each Index Linked Note will be calculated using the following formula:

$$CA \times PPP$$

where:

CA	the “Calculation Amount” for such Index Linked Note specified in the relevant Final Terms
PPP	the “ <b>Principal Protection Percentage</b> ” for such Index Linked Note specified in the relevant Final Terms

- 1.3 If the final Observation Date for Interest Year<sub>(n)</sub> is postponed as a result of the occurrence of a Disrupted Day, the Maturity Date of each relevant Index Linked Note shall be the later of (i) the Maturity Date specified in the relevant Final Terms and (ii) the day falling the number of Extension Business Days after such postponed Observation Date.

### 2 Early Redemption

For the purposes of the Base General Conditions, this Index Linked Additional Condition 2 is the “Reference Item Early Redemption/Cancellation Provision” applicable to Index Linked Notes.

- 2.1 If Early Redemption is specified in the relevant Final Terms as being Applicable, the Index Linked Notes may be redeemed early in the manner and circumstances provided for in the Programme Prospectus.
- 2.2 If Early Redemption is specified in the relevant Final Terms as being Not Applicable, the Index Linked Notes may not be redeemed before their scheduled Maturity Date for any reason other than an Event of Default and the relevant provisions of the Programme Prospectus (including, but not limited to, Base Note Conditions 5(b), (c) and (d), Additional Condition 4.2(iv) and Additional Condition 5.1(d), but excluding Base General Condition 11 (*Events of Default and Enforcement*) and this Prospectus (Index Linked Additional Condition 4.3(b)(iii)) shall be deemed not to apply to such Index Linked Notes.

### 3 Interest Payable on Index Linked Notes

3.1 Unless previously redeemed or purchased and/or cancelled, as the case may be, each Index Linked Interest Note shall accrue interest in the manner specified in this Index Linked Additional Condition 3. For the purposes of the Base Note Conditions, the Interest Determination Date for an Interest Year shall be deemed to be the Observation Date for that Interest Year, provided that, if “Index Linked Coupon 1” is specified in the relevant Final Terms, the Interest Determination Date for an Interest Year shall be deemed to be the final Observation Date of that Interest Year.

3.2 If an Interest Amount is due to be determined in respect of an Observation Date, and such Observation Date is postponed as a result of the occurrence of a Disrupted Day, the Interest Payment Date relating to such postponed Observation Date shall be the later of (i) the relevant Interest Payment Date specified in the relevant Final Terms and (ii) the day falling the number of Extension Business Days after such postponed Observation Date.

#### 3.3 Index Linked Coupon 1

If “Index Linked Coupon 1” is specified in the relevant Final Terms, each Index Linked Note shall bear interest on its Calculation Amount from (and including) the Interest Commencement Date at a rate per annum (expressed as a percentage) (in respect of an Interest Year, the “**Annual Rate**”) calculated using the following formula:

$$Annual\ Rate_{(i)} = \max(\text{floor}_{(i)}; [PR_{(i)} \times Performance_{(i)}])$$

where:

- Annual Rate<sub>(i)</sub> = the Annual Rate in respect of Interest Year<sub>(i)</sub>
- floor<sub>(i)</sub> = a rate (expressed as a percentage) in respect of Interest Year<sub>(i)</sub> equal to the “**Floor Rate<sub>(i)</sub>**” specified in the relevant Final Terms
- PR<sub>(i)</sub> = a rate (expressed as a percentage) in respect of Interest Year<sub>(i)</sub> equal to the “**Participation Rate<sub>(i)</sub>**” specified in the relevant Final Terms
- Performance<sub>(i)</sub> = a rate (expressed as a percentage) in respect of Interest Year<sub>(i)</sub> calculated using the following formula:

$$\arg \min_j \left| \frac{index_{(i,j)}}{index_{(i,j-1)}} - 1 \right|$$

where:

- index<sub>(i,j)</sub> = the Index Level as observed on the jth Observation Date for Interest Year<sub>(i)</sub>
- index<sub>(i,j-1)</sub> = the Index Level as observed on the j – 1th Observation Date in Interest Year<sub>(i)</sub>, provided that where j=0, that Observation Date shall be the final Observation Date of Interest Year<sub>(i-1)</sub> (the Interest Year preceding Interest Year<sub>(i)</sub>).
- i = 1,2,3...n
- j = 1,2,3,4

and such interest shall be payable in arrear on each Interest Payment Date.

Please see Part 2A of the section entitled “*Worked Examples Relating to Index Linked Notes*” on page 62 below for worked examples and a further explanation of the formulae used in this Index Linked Additional Condition.

### 3.4 Index Linked Coupon 2

If “Index Linked Coupon 2” is specified in the relevant Final Terms, each Index Linked Note shall bear interest on its Calculation Amount from (and including) the Interest Commencement Date at a rate per annum (expressed as a percentage) (in respect of an Interest Year, the “**Annual Rate**”) calculated using the following formula:

$$Annual\ Rate_{(i)} = \max(\text{floor}_{(i)}; PR_{(i)} \times [\text{Index Yearly Performance}_{(i)} - \text{strike}_{(i)}])$$

where:

Annual Rate <sub>(i)</sub>	=	the Annual Rate in respect of Interest Year <sub>(i)</sub>
floor <sub>(i)</sub>	=	an interest rate (expressed as a percentage) in respect of Interest Year <sub>(i)</sub> equal to the “ <b>Floor Rate<sub>(i)</sub></b> ” specified in the relevant Final Terms
PR <sub>(i)</sub>	=	a rate (expressed as a percentage) in respect of Interest Year <sub>(i)</sub> equal to the “ <b>Participation Rate<sub>(i)</sub></b> ” specified in the relevant Final Terms
Index Yearly Performance <sub>(i)</sub>	=	a rate (expressed as a percentage) in respect of Interest Year <sub>(i)</sub> calculated using the following formula:

$$\frac{\text{index}_{(i)}}{\text{index}_{(i-1)}} - 1$$

where:

index <sub>(i)</sub>	=	the Index Level as observed on the Observation Date for Interest Year <sub>(i)</sub>
index <sub>(i-1)</sub>	=	the Index Level as observed on the Observation Date for Interest Year <sub>(i-1)</sub>
strike <sub>(i)</sub>	=	a rate (expressed as a percentage) in respect of Interest Year <sub>(i)</sub> equal to the “ <b>Strike Level<sub>(i)</sub></b> ” specified in the relevant Final Terms
i	=	1,2,3...n

and such interest shall be payable in arrear on each Interest Payment Date.

Please see Part 2B of the section entitled “*Worked Examples Relating to Index Linked Notes*” on page 65 below for worked examples and a further explanation of the formulae used in this Index Linked Additional Condition.

### 3.5 Index Linked Coupon 3

If “Index Linked Coupon 3” is specified in the relevant Final Terms, each Index Linked Note shall bear interest on its Calculation Amount from (and including) the Interest Commencement Date at a rate per annum (expressed as a percentage) (in respect of an Interest Year, the “**Annual Rate**”) calculated using the following formula:

$$Annual\ Rate_{(i)} = \max(\text{floor}_{(i)}; PR_{(i)} \times [\text{Index Performance}_{(i)} - \text{strike}_{(i)}])$$

where:

Annual Rate <sub>(i)</sub>	=	the Annual Rate in respect of Interest Year <sub>(i)</sub>
floor <sub>(i)</sub>	=	an interest rate (expressed as a percentage) in respect of Interest Year <sub>(i)</sub> equal to the “ <b>Floor Rate<sub>(i)</sub></b> ” specified in the relevant Final Terms
PR <sub>(i)</sub>	=	a rate (expressed as a percentage) in respect of Interest Year <sub>(i)</sub> equal to the “ <b>Participation Rate<sub>(i)</sub></b> ” specified in the relevant Final Terms
Index Performance <sub>(i)</sub>	=	a rate (expressed as a percentage) in respect of Interest Year <sub>(i)</sub> calculated using the following formula:

$$\frac{index_{(i)} - 1}{index_{(0)}}$$

where:

index <sub>(i)</sub>	=	the Index Level as observed on the Observation Date for Interest Year <sub>(i)</sub>
index <sub>(0)</sub>	=	the Initial Index Level
strike <sub>(i)</sub>	=	a rate (expressed as a percentage) in respect of Interest Year <sub>(i)</sub> equal to the “ <b>Strike Level<sub>(i)</sub></b> ” specified in the relevant Final Terms
i	=	1,2,3...n

and such interest shall be payable in arrear on each Interest Payment Date.

**Please see Part 2C of the section entitled “*Worked Examples Relating to Index Linked Notes*” on page 67 below for worked examples and a further explanation of the formulae used in this Index Linked Additional Condition.**

### 3.6 Index Linked Coupon 4

If “Index Linked Coupon 4” is specified in the relevant Final Terms, each Index Linked Note shall bear interest on its Calculation Amount from (and including) the Interest Commencement Date at a rate per annum (expressed as a percentage) (in respect of an Interest Year, the “**Annual Rate**”) calculated using the following formula:

$$Annual\ Rate_{(i)} = Fixed\ Coupon_{(i)} + (Index\ Digital_{(i)} \times Uplift\ Coupon_{(i)})$$

where:

Annual Rate <sub>(i)</sub>	=	the Annual Rate in respect of Interest Year <sub>(i)</sub>
Fixed Coupon <sub>(i)</sub>	=	a rate per annum (expressed as a percentage) in respect of Interest Year <sub>(i)</sub> equal to the “ <b>Fixed Coupon<sub>(i)</sub></b> ” specified in the relevant Final Terms
Index Digital <sub>(i)</sub>	=	if $index_{(i)} / index_{(0)} \geq Barrier_{(i)}$ , 1 otherwise, zero.

where:

index <sub>(i)</sub>	=	the Index Level as observed on the Observation Date for Interest Year <sub>(i)</sub>
index <sub>(0)</sub>	=	the Initial Index Level
i	=	1,2,3...n

Barrier<sub>(i)</sub> = a rate (expressed as a percentage) in respect of Interest Year<sub>(i)</sub> equal to the “Barrier<sub>(i)</sub>” specified in the relevant Final Terms

Uplift Coupon<sub>(i)</sub> = a rate per annum (expressed as a percentage) in respect of Interest Year<sub>(i)</sub> equal to the “Uplift Coupon<sub>(i)</sub>” specified in the relevant Final Terms.

and such interest shall be payable in arrear on each Interest Payment Date.

**Please see Part 2D of the section entitled “Worked Examples Relating to Index Linked Notes” on page 68 below for worked examples and a further explanation of the formulae used in this Index Linked Additional Condition.**

### 3.7 Index Linked Coupon 5

If “Index Linked Coupon 5” is specified in the relevant Final Terms, each Index Linked Note shall bear interest on its Calculation Amount from (and including) the Interest Commencement Date at a rate (expressed as percentage) for the entire Tenor of such Index Linked Note calculated using the following formula:

$$\max(\text{floor}; [PR \times \text{Final Performance}])$$

where:

floor = an interest rate (expressed as a percentage) equal to the “Floor Rate” specified in the relevant Final Terms

PR = a rate (expressed as a percentage) equal to the “Participation Rate” specified in the relevant Final Terms

Final Performance = a rate (expressed as a percentage) representing the average annual performance of the Index over the term of such Index Linked Note calculated using the following formula:

$$\frac{1}{n} \times \sum_{i=1}^n \left| \frac{\text{index}_{(i)}}{\text{index}_{(i-1)}} - 1 \right|$$

where:

index<sub>(i)</sub> = the Index Level as observed on the Observation Date for Interest Year<sub>(i)</sub>

index<sub>(i-1)</sub> = the Index Level as observed on the Observation Date for Interest Year<sub>(i-1)</sub>, provided that for Interest Year<sub>(0)</sub> the relevant Index Level will be the Initial Index Level

i = 1,2,3...n

and such interest shall be payable in arrear on the Interest Payment Date.

**Please see Part 2E of the section entitled “Worked Examples Relating to Index Linked Notes” on page 70 below for worked examples and a further explanation of the formulae used in this Index Linked Additional Condition.**

### 3.8 Index Linked Coupon 6

If “Index Linked Coupon 6” is specified in the relevant Final Terms, each Index Linked Note shall bear interest on its Calculation Amount from (and including) the Interest Commencement Date at a rate (expressed as a percentage) for the entire Tenor of such Index Linked Note calculated using the following formula:

$$\max(\text{floor}; PR \times [\text{Final Performance} - \text{strike}])$$

where:

floor = an interest rate (expressed as a percentage) equal to the “**Floor Rate**” specified in the relevant Final Terms

PR = a rate (expressed as a percentage) equal to the “**Participation Rate**” specified in the relevant Final Terms

Final Performance = a rate (expressed as a percentage) representing the performance of the Index over the term of such Index Linked Note calculated using the following formula:

$$\frac{\text{index}_{(n)}}{\text{index}_{(0)}} - 1$$

where:

index<sub>(n)</sub> = the Index Level as observed on the Observation Date for Interest Year<sub>(n)</sub>

index<sub>(0)</sub> = the Initial Index Level

strike = a rate (expressed as a percentage) equal to the “**Strike Level**” specified in the relevant Final Terms

and such interest shall be payable in arrear on the Interest Payment Date.

**Please see Part 2F of the section entitled “*Worked Examples Relating to Index Linked Notes*” on page 72 below for worked examples and a further explanation of the formulae used in this Index Linked Additional Condition.**

### 3.9 Index Linked Coupon 7

If “Index Linked Coupon 7” is specified in the relevant Final Terms, each Index Linked Note shall bear interest on its Calculation Amount from (and including) the Interest Commencement Date at a rate (expressed as a percentage) for the entire Tenor of such Index Linked Note calculated using the following formula:

$$\text{Fixed Coupon} + (\text{Index Digital} \times \text{Uplift Coupon})$$

where:

Fixed Coupon = a rate (expressed as a percentage) equal to the “**Fixed Coupon**” specified in the relevant Final Terms

Index Digital = if  $\text{index}_{(n)} / \text{index}_{(0)} \geq \text{Barrier}$ , 1  
otherwise, zero.

where:



$index_{(n)}$	=	the Index Level as observed on the Observation Date for Interest Year $_{(n)}$
$index_{(0)}$	=	the Initial Index Level
Barrier	=	a rate (expressed as a percentage) equal to the “ <b>Barrier</b> ” specified in the relevant Final Terms
Uplift Coupon	=	a rate (expressed as a percentage) equal to the “ <b>Uplift Coupon</b> ” specified in the relevant Final Terms

and such interest shall be payable in arrear on the Interest Payment Date.

**Please see Part 2G of the section entitled “*Worked Examples Relating to Index Linked Notes*” on page 73 below for worked examples and a further explanation of the formulae used in this Index Linked Additional Condition.**

### 3.10 Index Linked Coupon 8

If “Index Linked Coupon 8” is specified in the relevant Final Terms, each Index Linked Note shall bear interest on its Calculation Amount from (and including) the Interest Commencement Date at a rate (expressed as a percentage) (in respect of an Interest Period, the “**Periodic Rate**”) calculated using one of the following formulae, as applicable:

(i) if such Interest Period is a Fixed Coupon Period:

$$Periodic Rate_{(i)} = Fixed Coupon \times DCF$$

where:

Periodic Rate $_{(i)}$	=	the Periodic Rate in respect of Interest Period $_{(i)}$
Fixed Coupon	=	a rate per annum (expressed as a percentage) equal to the “ <b>Fixed Coupon</b> ” specified in the relevant Final Terms
DCF	=	the day count fraction calculated as the quotient of (a) 1 (as numerator) and (b) the number of Interest Periods per nominal calendar year (as denominator)

or

(ii) if such Interest Period is a Variable Coupon Period:

$$Periodic Rate_{(i)} = \left[ \left( \frac{Days In_{(i)}}{Total Days_{(i)}} \right) \times Day In Coupon_{(i)} \times DCF \right] + \left[ \left( \frac{Days Out_{(i)}}{Total Days_{(i)}} \right) \times Day Out Coupon_{(i)} \times DCF \right]$$

where:

Periodic Rate $_{(i)}$	=	the Periodic Rate in respect of Interest Period $_{(i)}$
Days In $_{(i)}$	=	the number of Observation Dates in Interest Period $_{(i)}$ on which the Index Level is greater than or equal to the “ <b>Strike Level<math>_{(i)}</math></b> ” specified in the relevant Final Terms
Days Out $_{(i)}$	=	the number of Observation Dates in Interest Period $_{(i)}$ on which the Index Level is less than the “ <b>Strike Level<math>_{(i)}</math></b> ” specified in the relevant Final Terms

Total Days <sup>(i)</sup>	=	the number of Observation Dates in Interest Period <sup>(i)</sup>
Day In Coupon <sup>(i)</sup>	=	a rate per annum (expressed as a percentage) in respect of Interest Year <sup>(i)</sup> equal to the “ <b>Day In Coupon<sup>(i)</sup></b> ” specified in the relevant Final Terms
Day Out Coupon <sup>(i)</sup>	=	a rate per annum (expressed as a percentage) in respect of Interest Year <sup>(i)</sup> equal to the “ <b>Day Out Coupon<sup>(i)</sup></b> ” specified in the relevant Final Terms
DCF	=	the day count fraction calculated as the quotient of (a) 1 (as numerator) and (b) the number of Interest Periods per nominal calendar year (as denominator)

and such interest shall be payable in arrear on each Interest Payment Date.

For the avoidance of doubt, if any Observation Date is a Disrupted Day, then such Observation Date will be deemed not to be an Observation Date and shall be accordingly disregarded for the determination of the Total Days, the Days In and the Days Out.

Defined terms specific to Index Linked Coupon 8:

“**Fixed Coupon Period**” means each Interest Period specified as such in the relevant Final Terms.

**Please see Part 2H of the section entitled “*Worked Examples Relating to Index Linked Notes*” on page 74 below for worked examples and a further explanation of the formulae used in this Index Linked Additional Condition.**

- 4 “**Variable Coupon Period**” means each Interest Period that is not specified in the relevant Final Terms as a Fixed Coupon Period. **General Terms applicable to Single Exchange and Multi Exchange Index Linked Notes (single index)**

#### 4.1 General Definitions

##### (a) Common definitions for Single Exchange Index Linked Notes and Multi Exchange Index Linked Notes

The following defined terms are relevant to all Index Linked Notes:

“**arg j min**” followed by a formulaic expression containing a variable j means the minimum possible value outcome of that formulaic expression for all possible values of j.

“**Extension Business Days**” means the number of Business Days specified in the relevant Final Terms, or, if none (i) in respect of a Maturity Date, the number of Business Days that the scheduled Maturity Date falls after the scheduled final Observation Date, and (ii) in respect of an Index Payment Date, the number of Business Days that the scheduled Interest Payment Date falls after the scheduled Observation Date relating to it.

“(i)” or “i” refers to a unique integer that identifies each Interest Year in the books and records of the Calculation Agent, from i = 1 (the first Interest Year) to i = n (the final Interest Year) and, when printed subscript after the term of a formula, refers to that term as it pertains to such Interest Year.

“(i, j)” is used where there is more than one Observation Date in an Interest Year<sup>(i)</sup>, and refers to a unique integer that identifies each such Observation Date falling in that Interest Year<sup>(i)</sup> in the books and records of the Calculation Agent.

“**Index Level**” means, in relation to an Observation Date, the level of the Index as determined by the Calculation Agent as of the Observation Time on such Observation Date, which level of the Index shall be, subject to Index Linked Additional Condition 4.3 (*Particular Provisions*) below, and in the absence of manifest error, the level published by the Index Sponsor.

**“Initial Index Level”** means the level of the Index specified as such in the relevant Final Terms or, if no such level is specified, the Index Level as determined by the Calculation Agent as of the Observation Time on the Issue Date, subject to Index Linked Additional Condition 4.3 (*Particular Provisions*) below.

**“Interest Year”** means the calendar year commencing on (and including) the Issue Date and each subsequent calendar year commencing on (and including) each anniversary of the Issue Date.

**“Interest Period”** means the period commencing on (and including) an Interest Period Date and ending on (and excluding) the next Interest Period Date, provided that in respect of an Index Linked Note the first Interest Period shall commence on (and include) the Issue Date, and the final Interest Period shall end on (and include) the Maturity Date.

**“Interest Period Date”** means the dates specified as such in the relevant Final Terms.

**“max”** followed by a series of numbers/terms inside brackets means whichever is the greater of the numbers/terms separated by a “;” inside those brackets.

**“min”** followed by a series of numbers/terms inside brackets means whichever is the lesser of the numbers/terms separated by a “;” inside those brackets.

**“(n)”**, when printed subscript after the term of a formula, refers to that term as it pertains to the final Interest Year in respect of the relevant Index Linked Note.

**“n”** means the Tenor of the relevant Index Linked Note.

**“Observation Date”** means each date specified as such in the relevant Final Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day, subject to “Consequences of Disrupted Days” set forth in Index Linked Additional Condition 4.2 (*Consequences of Disrupted Days*) below.

**“ $\sum_{i=1}^n$ ”** followed by a formulaic expression means the sum of the outcomes of that formulaic expression for all values of i, commencing with (and including) where i = 1 and ending with (and including) where i = n.

**“Scheduled Observation Date”** means the original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Observation Date.

**“Tenor”** means the term of an Index Linked Note, expressed as a number of calendar years, as specified in the relevant Final Terms.

**“≥”** means that the term or number preceding this sign will be equal to or greater than the term or number following this sign.

**“| |”** means the absolute value of the term, formulaic expression or number inside the brackets.

**(b) Definitions specific to Single Exchange Index Linked Notes**

The following defined terms shall apply to an Index Linked Note if “Single Exchange Index Linked Notes” is specified in the relevant Final Terms as the Type of Index Linked Note:

**“Exchange”** means the exchange or quotation system as determined by the Calculation Agent which is on the Issue Date specified as such in the relevant Final Terms, or any successor to such exchange or any substitute exchange or quotation system to which trading in the shares underlying the Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the shares underlying the Index on such temporary substitute exchange or quotation system as on the original Exchange).

**“Exchange Business Day”** means any Scheduled Trading Day on which the Exchange and, if any, the Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or, if any, the Related Exchange closing prior to its Scheduled Closing Time.

**“Index”** means the index specified as such in the relevant Final Terms as calculated and announced by the relevant Index Sponsor, subject to Index Linked Additional Condition 4.3 (*Particular Provisions*) below. An Index is a type of Reference Item for the purposes of the Base General Conditions.

**“Index Sponsor”** means the corporation or other entity that (i) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the Index and (ii) announces (directly or through an agent) the level of the Index on a regular basis during each Scheduled Trading Day, which is on the Issue Date specified as such in the relevant Final Terms, subject to Index Linked Additional Condition 4.3 (*Particular Provisions*) below.

**“Observation Time”** means the time specified as such in the relevant Final Terms or, if no such time is specified, the Scheduled Closing Time on the Exchange on the relevant Observation Date. If such Exchange closes prior to its Scheduled Closing Time and the specified Observation Time is after the actual closing time for its regular trading session, then the Observation Time shall be such actual closing time.

**“Related Exchange”** means the exchange or quotation system where futures or options contracts relating to the Index are mainly traded, as specified in the relevant Final Terms or, if not so specified, as determined by the Calculation Agent, in its sole and absolute discretion, or any successor to such exchange or any substitute exchange or quotation system to which trading in futures or options contracts relating to the Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to the Index on such temporary substitute exchange or quotation system as on the original Related Exchange).

**“Scheduled Closing Time”** means, in respect of the Exchange or, if any, the Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or, if any, the Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the hours of the regular trading session hours.

**“Scheduled Trading Day”** means any day on which the Exchange and the Related Exchange are scheduled to be open for trading for their respective regular trading sessions.

**(c) Definitions specific to Multi Exchange Index Linked Notes**

The following defined terms shall apply to an Index Linked Note if “Multi Exchange Index Linked Notes” is specified in the relevant Final Terms as the Type of Index Linked Note:

**“Exchange”** means, in respect of each component security of the Index (each a **“Component Security”**), the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent or as specified in the relevant Final Terms, subject to Index Linked Additional Condition 4.3 (*Particular Provisions*) below.

**“Exchange Business Day”** means any Scheduled Trading Day on which: (i) the Index Sponsor publishes the level of the Index and, if any, (ii) the Related Exchange is open for trading during its regular trading session, notwithstanding any Exchange or, if any, the Related Exchange closing prior to its Scheduled Closing Time.

**“Index”** means the index specified as such in the relevant Final Terms as calculated and announced by the relevant Index Sponsor, subject to Index Linked Additional Condition 4.3 (*Particular*

*Provisions*) below. An Index is a type of Reference Item for the purposes of the Base General Conditions.

**“Index Sponsor”** means the corporation or other entity that (i) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the Index and (ii) announces (directly or through an agent) the level of the Index on a regular basis during each Scheduled Trading Day, which is on the Issue Date specified as such in the relevant Final Terms, subject to Index Linked Additional Condition 4.3 (*Particular provisions*) below.

**“Observation Time”** means (i) for the purposes of determining whether a Market Disruption Event has occurred: (A) in respect of any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security and (B) in respect of any options contracts or future contracts on the Index, the close of trading on the Related Exchange; and (ii) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor.

**“Related Exchange”** means the exchange or quotation system where futures or options contracts relating to the Index are mainly traded, as determined by the Calculation Agent, in its sole and absolute discretion or otherwise specified in the relevant Final Terms, or any successor to such exchange or any substitute exchange or quotation system to which trading in futures or options contracts relating to the Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to the Index on such temporary substitute exchange or quotation system as on the original Related Exchange).

**“Scheduled Closing Time”** means, in respect of each Component Security, the scheduled weekday closing time of the Exchange, without regard to after hours or any other trading outside of the hours of the regular trading session hours.

**“Scheduled Trading Day”** means any day on which: (i) the Index Sponsor is scheduled to publish the level of the Index; and (ii) the Related Exchange is scheduled to be open for trading for its regular trading session.

## 4.2 Consequences of Disrupted Days

### (a) Definitions

#### (i) Definitions specific to Single Exchange Index Linked Notes

The following defined terms shall apply to an Index Linked Note if “Single Exchange Index Linked Note” is specified in the relevant Final Terms as the Type of Index Linked Note:

**“Disrupted Day”** means any Scheduled Trading Day on which the Exchange or, if any, the Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred.

**“Early Closure”** means the closure on any Exchange Business Day of any relevant Exchange relating to securities that comprise 20 per cent. or more of the level of the Index or, if any, the Related Exchange prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange or, if any, the Related Exchange at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or any Related Exchange on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or, if any, the Related Exchange system for execution at the Observation Time on such Exchange Business Day.

**“Exchange Disruption”** means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general

(i) to effect transactions in, or obtain market values for, securities that comprise 20 per cent. or more of the level of the Index on any relevant Exchange relating to securities that comprise 20 per cent. or more of the level of the Index, or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the Index on the relevant Related Exchange.

**“Market Disruption Event”** means the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one-hour period that ends at the relevant Observation Time, or (iii) an Early Closure. For the purposes of determining whether a Market Disruption Event exists at any time, if a Market Disruption Event occurs in respect of a security included in the Index at any time, then the relevant percentage contribution of that security to the level of the Index shall be based on a comparison of (a) the portion of the level of the Index attributable to that security and (b) the overall level of the Index, in each case immediately before the occurrence of such Market Disruption Event.

**“Trading Disruption”** means any suspension of or limitation imposed on trading by the relevant Exchange or, if any, the Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or, if any, the Related Exchange or otherwise (i) on any relevant Exchange relating to securities that comprise 20 per cent. or more of the level of the Index, or (ii) in futures or options contracts relating to the Index on the relevant Related Exchange.

(ii) **Definitions specific to Multi Exchange Index Linked Notes**

The following defined terms shall apply to an Index Linked Note if “Multi Exchange Index Linked Notes” is specified in the relevant Final Terms as the Type of Index Linked Note:

**“Disrupted Day”** means any Scheduled Trading Day on which: (i) the Index Sponsor fails to publish the level of the Index; (ii) the Related Exchange fails to open for trading during its regular trading session; or (iii) a Market Disruption Event has occurred.

**“Early Closure”** means the closure on any Exchange Business Day of the Exchange in respect of any Component Security or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or, if any, the Related Exchange (as the case may be) at least one hour prior to the earlier of: (i) the actual closing time for the regular trading session on such Exchange or, if any, the Related Exchange (as the case may be) on such Exchange Business Day; and (ii) the submission deadline for orders to be entered into the Exchange or, if any, the Related Exchange system for execution at the relevant Observation Time on such Exchange Business Day.

**“Exchange Disruption”** means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for: (i) any Component Security on the Exchange in respect of such Component Security; or (ii) futures or options contracts relating to the Index on the Related Exchange.

**“Market Disruption Event”** means either:

(i)

(A) the occurrence or existence, in respect of any Component Security, of:

(1) a Trading Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one-hour period that ends at the relevant Observation Time in respect

- of the Exchange on which such Component Security is principally traded; and/or
- (2) an Exchange Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one-hour period that ends at the relevant Observation Time in respect of the Exchange on which such Component Security is principally traded; and/or
- (3) an Early Closure in respect of such Component Security; and
- (B) the aggregate of all Component Securities in respect of which a Trading Disruption and/or, an Exchange Disruption and/or an Early Closure occurs or exists comprises 20 per cent. or more of the level of the Index; or
- (ii) the occurrence or existence, in respect of futures or options contracts relating to the Index, of: (A) a Trading Disruption; (B) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one-hour period that ends at the relevant Observation Time in respect of the Related Exchange; or (C) an Early Closure, in each case in respect of such futures or options contracts.

For the purposes of determining whether a Market Disruption Event exists in respect of a Component Security at any time, if a Market Disruption Event occurs in respect of such Component Security at that time, then the relevant percentage contribution of that Component Security to the level of the Index shall be based on a comparison of (1) the portion of the level of the Index attributable to that Component Security to (2) the overall level of the Index, in each case using the official opening weightings as published by the Index Sponsor as part of the market "opening data".

**"Trading Disruption"** means any suspension of or limitation imposed on trading by the relevant Exchange or, if any, the Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or, if any, the Related Exchange or otherwise: (i) relating to any Component Security on the Exchange in respect of such Component Security; or (ii) in futures or options contracts relating to the Index on the Related Exchange.

**(b) Disruption of Observation Dates**

If any Observation Date is a Disrupted Day, then that Observation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Specific Number of Scheduled Trading Days immediately following the relevant Scheduled Observation Date is a Disrupted Day.

In that case, (i) the relevant Ultimate Observation Date shall be deemed to be that Observation Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the Index Level as of the Observation Time on that Ultimate Observation Date in accordance with (subject to Index Linked Additional Condition 4.3 (*Particular Provisions*) below) the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Observation Time on such Ultimate Observation Date of each security comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on such Ultimate Observation Date, its good faith estimate of the value for the relevant security as of the Observation Time on such Ultimate Observation Date).

**"Ultimate Observation Date"** means, in respect of any Scheduled Observation Date, the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following such Scheduled Observation Date.

“**Specific Number**” means the number specified as such in the relevant Final Terms or if no number is specified, the Specific Number shall be deemed equal to eight.

#### 4.3 Particular Provisions

- (a) If the Index is (i) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor acceptable to the Calculation Agent or (ii) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of the Index, then in each case that index (the “**Successor Index**”) will be deemed to be the Index and the Index Linked Additional Conditions shall be construed accordingly.
- (b) If, on or prior to the last Observation Date, the Index Sponsor (i) announces that it will make a material change in the formula for or the method of calculating the Index or in any other way materially modifies the Index (other than a modification prescribed in that formula or method to maintain the Index in the event of changes in constituent stock and capitalisation and other routine events) (an “**Index Modification**”) or permanently cancels the Index and no Successor Index exists (an “**Index Cancellation**”) or (ii) fails to calculate and announce the Index (an “**Index Disruption**” (provided, for the avoidance of doubt, that a successor sponsor calculating and announcing the Index determined as unacceptable by the Calculation Agent shall be an Index Disruption) and together with an Index Modification and an Index Cancellation, each an “**Index Adjustment Event**”), then the Calculation Agent will be entitled, for the purpose of performing its obligations in respect of the outstanding Index Linked Notes, to:
- (i) calculate the level of the Index in accordance with the formula for and method of calculating the Index last in effect prior to the change, failure or cancellation, but using only those securities that comprised the Index immediately prior to the Index Adjustment Event; or (but not and)
- (ii) replace the Index by the Index as so modified or by the new index (as the case may be), provided that in such case, (A) the Calculation Agent will make such adjustments to the new index as may be required in order to preserve the economic equivalent of the obligation of the Issuer to make payment of any amount due and payable under the Index Linked Notes linked to the Index as if such new or modified index had not replaced the Index and, if need be, will multiply the modified or new index by a linking coefficient to do so as determined by the Calculation Agent and (B) the Noteholders will be notified of the modified Index or the new index (as the case may be) and, if need be, of the linking coefficient; or (but not and)
- (iii) if Early Redemption is specified in the relevant Final Terms as being Applicable, require the Issuer to redeem each Index Linked Note at an amount per Index Linked Note equal to the Early Redemption Amount determined pursuant to Base Note Condition 5(b). Such Early Redemption Amount shall be payable by the Issuer on the fifth Business Day following notification by the Calculation Agent to the Issuer that the Calculation Agent has determined that the event referred to in this Index Linked Additional Condition 4.3(b) has occurred.
- (c) If any level announced by the Index Sponsor which is utilised by the Calculation Agent for any determination (the “**Original Determination**”) is subsequently corrected and the correction (the “**Corrected Value**”) is announced by the Index Sponsor within two Scheduled Trading Days after the original publication and in any case not later than the second Scheduled Trading Day immediately preceding the payment date of the amount due and payable under the Notes which is linked to that Original Determination, then the Calculation Agent will notify the Issuer of the Corrected Value as soon as reasonably practicable and shall determine the relevant value (the “**Replacement Determination**”) using the Corrected Value.



If the result of the Replacement Determination is different from the result of the Original Determination, to the extent that it considers it to be necessary, the Calculation Agent may, in its sole and absolute discretion, adjust any relevant terms hereof accordingly.

For the avoidance of doubt, Noteholders shall not be entitled to make any claim against the Issuer or the Calculation Agent in the case where any Original Determination is not subsequently corrected and/or the correction of the Original Determination is announced by the Index Sponsor after the second Scheduled Trading Day immediately preceding the payment date of the amount due and payable under the Notes which is linked to that Original Determination.

- (d) The Calculation Agent shall as soon as practicable provide detailed notice of any determinations and/or adjustments, as the case may be, made and notified to the Issuer by the Calculation Agent pursuant to this Index Linked Additional Condition 4.3, whereupon the Issuer shall promptly provide detailed notice to the Fiscal Agent and to the Noteholders in accordance with the Conditions of such determinations and/or adjustments made and notified by the Calculation Agent.

## **5 Additional Disruption Events**

Equity Linked Additional Condition 4 (*Additional Disruption Events*) (as defined in the Programme Prospectus) shall apply to all Index Linked Notes as if they were Equity Linked Notes.

## FORM OF FINAL TERMS FOR NOTES

*This section sets out the form of Final Terms that are applicable to Index Linked Notes.*

**MIFID II product governance** – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, professional clients and retail clients, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); **EITHER** [and (ii) all channels for distribution of the Notes are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]] **OR** [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate - investment advice[, / and] portfolio management[, / and] non-advised sales ][and pure execution services][, subject to the distributor’s suitability and appropriateness obligations under MiFID II, as applicable]]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels[, subject to the distributor’s suitability and appropriateness obligations under MiFID II, as applicable].

**[PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2002/92/EC (as amended or superseded, the "**Insurance Mediation Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended or superseded, the "**Prospectus Directive**"). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended the "**PRiIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRiIPs Regulation.]

[In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the "**SFA**") and the Securities and Futures Act (Capital Market Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes [are] / [are not] prescribed capital markets products (as defined in the CMP Regulations 2018) and [are] [Excluded] / [Specified] Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendation on Investment Products.)<sup>1</sup>

**(FOR NOTES WITH A DENOMINATION OF LESS THAN €100,000 (OR EQUIVALENT) TO BE ADMITTED TO TRADING ON AN EEA REGULATED MARKET AND/OR OFFERED TO THE PUBLIC ON A NON-EXEMPT BASIS IN THE EUROPEAN ECONOMIC AREA)**

Final Terms dated [●]

**Australia and New Zealand Banking Group Limited**

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<sup>1</sup> For any Notes to be offered to Singapore investors, the Issuer to consider whether it needs to re-classify the Notes pursuant to Section 309B of the SFA prior to the launch of the offer.

## Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes] Index Linked Notes

### PART A — CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Base Note Conditions and the Base General Conditions set forth in the Prospectus dated 19 November 2018 [and the supplemental Prospectus dated [date]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) as amended or superseded (the “**Prospectus Directive**”). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus. The Prospectus [and the supplemental Prospectus] [is] [are] available for viewing at the offices of the Paying Agents and copies may be obtained from Deutsche Bank AG, Hong Kong Branch, Level 52, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong.

<b>1</b>	<b>Issuer</b>	Australia and New Zealand Banking Group Limited (acting through its [•] branch)
<b>2</b>	(i) [Series Number:]	[•]
	(ii) [Tranche Number:]	[•]
		[The Notes are to be consolidated and form a single Series with the [[•]] issued on [•] upon the [Issue Date][exchange of the Temporary Global Note for interests in the Permanent Global Note as referenced in paragraph [49] below[, which is expected to occur on or about [•]]
<b>3</b>	<b>Specified Currency or Currencies</b>	[•]
<b>4</b>	<b>Aggregate Nominal Amount</b>	[•]
	(i) [Series:]	[•]
	(ii) [Tranche:]	[•]
<b>5</b>	<b>Issue Price</b>	[•] per cent. of the Aggregate Nominal Amount [plus accrued interest from [•]]
<b>6</b>	(i) Specified Denominations:	[•]
	(ii) Calculation Amount:	[•]
<b>7</b>	(i) Issue Date:	[•]
	(i) [Trade Date:]	[•]
	(ii) [Interest Commencement Date:]	[•]
<b>8</b>	<b>Maturity Date</b>	[•]
<b>9</b>	<b>Extension Business Days</b>	[•] Business Days
<b>10</b>	<b>Additional Conditions</b>	
	Equity Linked Additional Conditions	Not Applicable
	Index Linked Additional Conditions	Applicable
<b>11</b>	<b>Interest Basis</b>	[Index Linked Coupon 1] [Index Linked Coupon 2] [Index Linked Coupon 3]

	[Index Linked Coupon 4]
	[Index Linked Coupon 5]
	[Index Linked Coupon 6]
	[Index Linked Coupon 7]
	[Index Linked Coupon 8]
	(Further particulars specified below)
<b>12 Redemption/Payment Basis</b>	Index Linked
<b>13 Change of Interest or Redemption/Payment Basis</b>	Not Applicable
<b>14 Alternative Currency Equivalent</b>	[Not Applicable/Applicable]
(i) [Alternative Currency:	[•]
(ii) Alternative Currency Adjudication Agent:	[•]
(iii) Alternative Currency Calculation Agent:	[•]
(iv) Rate Calculation Jurisdiction:	[•]
(v) Rate Calculation Business Days:	[•]
(vi) Specified Time:	[•]
(vii) Settlement Rate Option:	[•]
(viii) USD Settlement Rate Option:	[•]
(ix) Maximum Days of Postponement:	[•]
<b>15 Put/Call Options</b>	Not Applicable
<b>16 Status of the Notes</b>	Senior
<b>17 Method of Distribution</b>	[Syndicated][Non-syndicated]
<b>PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE</b>	
<b>18 Fixed Rate Note Provisions</b>	Not Applicable
<b>19 Floating Rate Note Provisions</b>	Not Applicable
<b>20 Zero Coupon Note Provisions</b>	Not Applicable
<b>21 Equity Linked Interest Provisions</b>	Not Applicable
<b>22 Index Linked Interest Provisions</b>	Applicable
<b>23 General Index Linked Note Provisions</b>	
(i) Type:	[Single][Multi] Exchange Index Linked Notes
(ii) Index:	[•]
(iii) Index Sponsor:	[•]
(iv) Exchange(s):	[•]
(v) Related Exchange(s):	[•]
(vi) Initial Index Level:	[As defined in Index Linked Additional Condition 4.1(a)][•]
(vii) Tenor:	[•]

(viii) Interest Payment Date(s):

Each date falling [•] Business Days following the Observation Date(s) where t = [•]

(ix) Observation Date(s):

The final Observation Date of Interest Year<sub>(0)</sub> is [•]

Thereafter:

t	Observation Date (t)
[•]	[•]
[•]	[•]
[•]	[•]

(x) [Observation Time:]

[•]

**24 Index Linked Coupon 1**

(i) Floor Rate<sub>(i)</sub>:

Interest Year	Floor Rate
[•]	[•]
[•]	[•]
[•]	[•]

(ii) Participation Rate<sub>(i)</sub>:

Interest Year	Participation Rate
[•]	[•]
[•]	[•]
[•]	[•]

**25 Index Linked Coupon 2**

(i) Floor Rate<sub>(i)</sub>:

Interest Year	Floor Rate
[•]	[•]
[•]	[•]
[•]	[•]

(ii) Participation Rate<sub>(i)</sub>:

Interest Year	Participation Rate
[•]	[•]
[•]	[•]
[•]	[•]

(iii) Strike Level<sub>(i)</sub>:

Interest Year	Strike Level
[•]	[•]
[•]	[•]
[•]	[•]

**26 Index Linked Coupon 3**

(i) Floor Rate<sub>(i)</sub>:

Interest Year	Floor Rate
[•]	[•]

[•]	[•]
[•]	[•]

(ii) Participation Rate<sub>(i)</sub>:

Interest Year	Participation Rate
[•]	[•]
[•]	[•]
[•]	[•]

(iii) Strike Level<sub>(i)</sub>:

Interest Year	Strike Level
[•]	[•]
[•]	[•]
[•]	[•]

**27 Index Linked Coupon 4**

(i) Fixed Coupon<sub>(i)</sub>:

Interest Year	Fixed Coupon
[•]	[•]
[•]	[•]
[•]	[•]

(ii) Barrier<sub>(i)</sub>:

Interest Year	Barrier
[•]	[•]
[•]	[•]
[•]	[•]

(iii) Uplift Coupon<sub>(i)</sub>:

Interest Year	Uplift Coupon
[•]	[•]
[•]	[•]
[•]	[•]

**28 Index Linked Coupon 5**

(i) Floor Rate:

[•]

(ii) Participation Rate:

[•]

**29 Index Linked Coupon 6**

(i) Floor Rate:

[•]

(ii) Participation Rate:

[•]

(iii) Strike Level:

[•]

**30 Index Linked Coupon 7**

(i) Fixed Coupon:

[•]

(ii) Barrier:

[•]

(iii) Uplift Coupon:

[•]

**31 Index Linked Coupon 8**

(i) Interest Period Dates:

[•]

(ii) Fixed Coupon Period(s):

[•]

(iii) Fixed Coupon: [•]

(iv) Day In Coupon<sup>(i)</sup>:

Interest Year	Day In Coupon
[•]	[•]
[•]	[•]
[•]	[•]

(v) Day Out Coupon<sup>(i)</sup>:

Interest Year	Day Out Coupon
[•]	[•]
[•]	[•]
[•]	[•]

(vi) Strike Level<sup>(i)</sup>:

Interest Year	Strike Level
[•]	[•]
[•]	[•]
[•]	[•]

**32 Observation Date Disruption**

Specific Number

[•]

**PROVISIONS RELATING TO REDEMPTION**

**33 Call Option**

Not Applicable

**34 Put Option**

Not Applicable

**35 Final Redemption Amount**

Not Applicable, see paragraph 41 below

**36 Settlement**

Settlement will be by way of cash payment

**37 Expenses**

[•]

**38 Unwind Costs for Disruption Cash Settlement Price**

[Applicable/Not Applicable]

**39 Issuer's option to vary settlement**

The Issuer does not have the option to vary settlement in respect of the Notes pursuant to Base Note Condition 7(c).

**40 Equity Linked Redemption Provisions**

Not Applicable, except as specified in the Index Linked Additional Conditions

**41 Index Linked Redemption Provisions**

Applicable

Principal Protection Percentage:

[•]

**42 Relevant Assets**

Not Applicable

**43 Additional Disruption Events**

[Applicable/Not Applicable]  
[Change in Law]  
[Hedging Disruption]  
[Increased Cost of Hedging]  
[Increased Cost of Stock Borrow]  
[Insolvency Filing]  
[Loss of Stock Borrow]

**44 Early Redemption Amount**

Early Redemption Amount(s) payable on redemption for: (a) an illegality or change in law; (b) taxation reasons or on event of default or other early redemption; (c) if so specified herein, following an Additional Disruption Event (if applicable) in accordance with Additional Condition 4.2(iv) (*Occurrence of Additional Disruption Events*); or (d) if so specified herein, following a Scheduled Payment Currency Disruption Event (if applicable) in accordance with Additional Condition 5.1 (*Payment of Alternative Currency Equivalent*):

As specified in the Note Conditions, as amended by the Index Linked Additional Conditions

<b>45</b>	<b>Early Redemption</b>	[Applicable/Not Applicable]
<b>46</b>	Unwind Costs	[Applicable/Not Applicable]
<b>47</b>	Disruption Cash Settlement Price Unwind Costs	[Applicable/Not Applicable]
<b>48</b>	Failure to Deliver Settlement Price Unwind Costs	Not Applicable

#### **GENERAL PROVISIONS APPLICABLE TO THE NOTES**

<b>49</b>	<b>Form of Notes</b>	<b>Bearer Notes:</b> [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on [●] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note] [Temporary Global Note exchangeable for Definitive Notes on [●] days' notice] [Permanent Global Note exchangeable for Definitive Notes on [●] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note] [Registered Notes – Global Note Certificate[s]] – [Euroclear/Clearstream Luxembourg]
<b>50</b>	<b>New Global Note</b>	[Yes] [No]
<b>51</b>	<b>Additional Financial Centre(s) or other special provisions relating to payment dates</b>	[Not Applicable] [●]
<b>52</b>	<b>Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature)</b>	[No] [Yes, ●]
<b>53</b>	<b>Details relating to Partly Paid Notes: amount of each payment comprising</b>	[Not Applicable] [●]



the Issue Price and date on which each payment is to be made [and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment]

- |           |  |   |
|-----------|--|---|
| <b>54</b> | <b>Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made</b> | [Not Applicable] [●]  |
| <b>55</b> | <b>Redenomination, renominatisation and reconventioning provisions</b>   | [Not Applicable/The provisions annexed to these Final Terms apply]                          |
| <b>56</b> | <b>Consolidation provisions</b>  | [Not Applicable/The provisions in Base General Condition 2 ( <i>Further Issues</i> ) apply] |

#### **DISTRIBUTION**

- |           |  |   |
|-----------|--|---|
| <b>57</b> | <b>Names and addresses of Managers/ Intermediary</b> | [Not Applicable] [●]  |
| <b>58</b> | <b>Date(s) of underwriting commitments</b>           | [●]   |
| <b>59</b> | <b>Date of Subscription Agreement</b>                | [●]   |
| <b>60</b> | <b>U.S. Selling Restrictions</b>                     | [Reg S Category 2; TEFRA C/TEFRA D/TEFRA Not Applicable]  |
| <b>61</b> | <b>Non-exempt Offer</b>                              | An offer of the Notes may be made by the Managers [and [●]] other than pursuant to Article 3(2) of the Prospectus Directive in [●] during the period from [●] until [●] |
| <b>62</b> | <b>Additional selling restrictions</b>               | [Not Applicable] [●]  |
| <b>63</b> | <b>Prohibition of Sales to EEA Retail Investors</b>  | [Applicable/Not Applicable]   |

#### **[LISTING AND ADMISSION TO TRADING APPLICATION**

These Final Terms comprise the final terms required for issue [and] [public offer in the countries specified in paragraph 43] [and] admission to trading of the Notes described herein pursuant to the Note, Certificate and Warrant Programme of Australia and New Zealand Banking Group Limited].

#### **[THIRD PARTY INFORMATION**

The Initial Index Level has been extracted from [●]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By:

.....  
Duly authorised

## PART B — OTHER INFORMATION

### 1 Listing

- (i) Listing: [London][Unlisted]
- (ii) Admission to trading: [Application has been made for the Notes to be admitted to trading on [●] with effect from [●].]  
[The previously issued [●] Notes, with which the Notes are fungible, were admitted to trading on [●] with effect from [●].]  
[Not Applicable]
- (iii) Estimate of total expenses related to admission to trading: [●]

### 2 Ratings

- Ratings: [The Notes to be issued have not been rated]  
[The Notes to be issued have been rated:  
[S & P: [●]]  
[Moody's: [●]]  
[[Fitch]: [●]]  
[and endorsed by [●]]

### 3 Interests of Natural and Legal Persons involved in the [Issue/Offer]

Save as discussed in "*Offering and Sale*", so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.

### 4 Reasons for the Offer, Estimated Net Proceeds and Total Expenses

- (i) Reasons for the offer and use of proceeds: [●]
- (ii) Estimated net proceeds: [●]
- (iii) Estimated total expenses: [●]

### 5 HISTORIC INDEX LEVELS

Details of historic levels of the Index and its volatility can be found at [●].

### 6 Operational Information

- ISIN Code: [●]/[Not Applicable]
- Common Code: [●]
- Legal Entity Identifier (LEI): JHE42UYNWWTJB8YTTU19
- Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme and the relevant identification number(s): [Not Applicable] [●]
- Delivery: Delivery [against/free of] payment
- Names and addresses of additional Paying Agent(s) (if any): [●]/[Not Applicable]

Intended to be held in a manner which would allow Eurosystem eligibility:

[Yes] [No].

[Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper[, and registered in the name of a nominee for the common safekeeper,] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.]

[Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,)] [include this text for Registered Notes]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.] [Include this text if "no" is selected.]

## **7 Terms and Conditions of the Offer**

Offer Period:	[[●] to [●]]
Offer Price:	[●]
Base Note Conditions to which the offer is subject:	[Not Applicable][●]
Description of the application process:	[Not Applicable][●]
Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:	[Not Applicable][●]
Details of the minimum and/or maximum amount of application:	[Not Applicable][●]
Details of the method and time limits for paying up and delivering the Notes:	[Not Applicable][●]
Manner and date in which results of the offer are to be made public:	[Not Applicable][●]
Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:	[Not Applicable][●]

Whether tranche(s) have been reserved for certain countries: [Not Applicable][●]

Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made: [Not Applicable][●]

Amount of any expenses and taxes specifically charged to the subscriber or purchaser: [Not Applicable][●]

Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place: [None] [●]

## **8 [Statement on Benchmarks]**

Amounts payable under the Notes may be calculated by reference to [specify benchmark], which is provided by [administrator legal name]][repeat as necessary]. As at the date of these Final Terms, [[administrator legal name] [appears][does not appear]][repeat as necessary] on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority (“**ESMA**”) pursuant to article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011) (the “**BMR**”).]

## WORKED EXAMPLES RELATING TO INDEX LINKED NOTES

*This section sets out worked examples of returns on the different types of Index Linked Notes.*

These examples are provided so that investors may better understand the formulae set out in Index Linked Index Linked Additional Conditions 1 and 3. They do not form part of the Conditions.

### 1. Redemption

Index Linked Additional Condition 1 is relevant to all Index Linked Notes. The Index to which the performance of an Index Linked Note is linked has no bearing on the calculation of the Final Redemption Amount of such Index Linked Note (i.e. the amount at which such Index Linked Note is redeemed at maturity). This is purely a function of the Calculation Amount (an amount per Index Linked Note specified in the relevant Final Terms which will usually be equal to the denomination of the Note) and the Principal Protection Percentage (a percentage which dictates how much of the principal amount will be returned to an investor) which are multiplied together to calculate the Final Redemption Amount in accordance with Index Linked Additional Condition 1.

**Example 1:** An investor invests in USD denominated Index Linked Notes with a term (referred to as the Tenor) of two years. The Calculation Amount is USD 1,000 per Index Linked Note. The Principal Protection Percentage is 95%. Upon the maturity of the Index Linked Notes, the investor will receive a Final Redemption Amount of USD 950 per Index Linked Note.

**Example 2:** An investor invests in USD denominated Index Linked Notes with a term (referred to as the Tenor) of two years. The Calculation Amount is USD 1,000 per Index Linked Note. The Principal Protection Percentage is 105%. Upon the maturity of the Index Linked Notes, the investor will receive a Final Redemption Amount of USD 1,050 per Index Linked Note.

### 2. Interest

Index Linked Additional Condition 3 contains provisions relating to eight different possible methods of calculating interest on the Index Linked Notes (referred to as the Index Linked Coupons). One such Index Linked Coupon will be relevant to each series of Index Linked Notes. All of the Index Linked Coupons depend for their results on the performance of an Index. In all of the examples below, the example Index is the S&P 500, which is a stock market index based on the market capitalizations of 500 leading companies publicly traded in the United States stock market, as determined by the rating agency Standard & Poor's. In practice, Index Linked Notes could be linked to any publicly available index, and the relevant Final Terms will specify which index is relevant. The level of the Index at any given time is referred to as the Index Level. The precise mathematical formulae for each of the Index Linked Coupons are set out in Index Linked Additional Condition 3.

#### A. Index Linked Coupon 1

In any given Interest Year, there is a minimum rate of interest payable on the Index Linked Notes, which is referred to as the Floor Rate. This is specified in the relevant Final Terms for each year (referred to as an Interest Year) in the term (referred to as a Tenor) of the Index Linked Notes. However, the interest rate for the Interest Year will be higher than the Floor Rate if the value of the Index's smallest quarter-on-quarter percentage change (whether it moves up or down) during the Interest Year (measured on quarterly dates referred to as Observation Dates that are specified in the Final Terms) (referred to as the Performance), when multiplied by a set percentage rate for the year (referred to as the Participation Rate and specified in the relevant Final Terms), is higher than the Floor Rate.

In terms of the formulae in Index Linked Additional Condition 3.3, the way in which the Floor Rate is imposed is by the mathematical notation “max” (short for ‘maximum’) which, when followed by two expressions in brackets separated by a semi-colon, means that the value will be the larger of the results achieved by those two expressions:

$$Annual\ Rate_{(i)} = \max(\text{floor}_{(i)}; [PR_{(i)} \times Performance_{(i)}])$$

The annual rate of interest (referred to in the formula as the Annual Rate(i) for a particular Interest Year, which is marked by the tag (i), a number corresponding to that Interest Year) is therefore in this context the larger out of (a) the Floor Rate for that Interest Year(i) (referred to as “floor(i)” in the formula) and (b) the result of multiplying the Participation Rate for that Interest Year(i) (referred to as “PR(i)” in the formula) by the Performance for that Interest Year(i) (referred to as “Performance(i)” in the formula).

The Performance(i) itself (the absolute value of the Index’s smallest quarter-on-quarter percentage change (whether it moves up or down) during an Interest Year(i) (measured on quarterly Observation Dates) is expressed by the following formula:

Performance<sub>(i)</sub> = a rate (expressed as a percentage) in respect of Interest Year<sub>(i)</sub> calculated using the following formula:

$$\arg \min_j \left| \frac{\text{index}_{(i,j)}}{\text{index}_{(i,j-1)}} - 1 \right|$$

The tag (i) refers to a particular numbered Interest Year; the tag (j) refers to a particular numbered Observation Date (one of four, with the tag (j) running from 1 to 4) within an Interest Year(i). If an Index Linked Note has a term (referred to as a Tenor) of five years, there will be five possible values of the tag (i), namely 1, 2, 3, 4 and 5. So, for example, the Index Level on the second Observation Date in the third Interest Year would be referred to in the formula above as  $\text{index}_{(3,2)}$ , and would appear at the top of the fraction appearing after the left-hand straight bracket. On the bottom of the fraction would be  $\text{index}_{(3,1)}$ , i.e. the Index Level on the first Observation Date in the third Interest Year. If the value of (j) at the top of the fraction is 1, then the value for the bottom of the fraction will be  $1 - 1 = 0$ . As noted in the definition of  $\text{index}_{(i,j-1)}$  in Index Linked Additional Condition 3.3, when  $j - 1 = 0$ , it refers to the last Observation Date of the previous Interest Year, meaning that the Index Level on the first Observation Date of any Interest Year will always be compared with the Index Level on the last Observation Date of the previous Interest Year. In the case of the first Observation Date of the first Interest Year, the top of the fraction will read  $\text{index}_{(1,0)}$ , which is a reference to the level of the Index at the start of Interest Year 1 (referred to as the Initial Index Level)).

Dividing the Index Level on a particular Observation Date by the Index Level on the previous Observation Date, and then subtracting 1, which is what is achieved by the expression within the straight line brackets in the formula, produces a measure of the change between the two Index Levels, expressed as a decimal, which may be a positive number (indicating that there has been an increase) or a negative number (indicating that there has been a decrease). For example, if the Initial Index Level is 1000 and the Index Level on the first Observation Date in Interest Year 1 is 1200, the expression in the straight brackets is calculated as  $[1200 / 1000] - 1 = 0.2$ . On the other hand, if the Initial Index Level is 1000 and the Index Level on the first Observation Date in Interest Year 1 is 800, the expression in the straight brackets is calculated as  $[800 / 1000] - 1 = -0.2$ .

Index Linked Coupon 1 is not, however, concerned with the question of whether the change from one Observation Date to the next is an increase or a decrease: the formula simply looks at the magnitude of that change, whether positive or negative. The straight-line brackets on the right of the formula are mathematical notation which states that the absolute value of the expression within the brackets should be calculated. An absolute value is a value which ignores negative numbers (i.e. numbers with minus signs in front of them). In other words, if the expression within the straight brackets results in a negative

number, the minus sign will be ignored. In the two examples above, the absolute value of both 0.2 and -0.2 is 0.2: the measure of change between an Index Level of 1000 increasing to an Index Level of 1200, and an Index Level of 1000 decreasing to 800 is the same: expressed as a decimal, 0.2; expressed as a percentage, 20%. This is how the quarter-on-quarter percentage *change* (whose direction is not taken into account), as opposed to growth (or decline), is captured.

Finally, the mathematical notation “arg ; min” means that the expression (or ‘argument’ which is what ‘arg’ is short for) following it should be calculated for all values of “j”, and the value will be the smallest (the minimum, shortened to ‘min’) of the results achieved. In this context there are four values of “j” (1, 2, 3 and 4), which is how the Index level on each of the quarterly Observation Dates within a year is compared against the level on the previous Observation Date, and then the smallest quarter-on-quarter percentage change (i.e. the absolute value, discussed above) is adopted as the value of Performance(i) for an Interest Year(i).

**Example:** An investor invests in USD denominated Index Linked Notes with a Tenor of two years (the first is referred to as Interest Year 1 and the second, Interest Year 2).

The Floor Rate in Interest Year 1 is 2% and the Floor Rate in Interest Year 2 is 2.5%. The Participation Rate in both Interest Years is 50%. The Initial Index Level (i.e. the level of the Index at the start of Interest Year 1) is 1472.34.

**Scenario 1:**

The Index Level on each Observation Date is as set out in the following table:

	Observation Date 1	Observation Date 2	Observation Date 3	Observation Date 4
Interest Year 1	1384.00	1296.12	1427.69	1520.12
Interest Year 2	1640.45	1755.28	1945.52	1706.45

The absolute value of the quarter-on-quarter percentage changes is as set out in the following table; the smallest quarter-on-quarter percentage change in each year (referred to as the Performance for the relevant Interest Year in the third table in this scenario) is highlighted in bold:

	Observation Date 1	Observation Date 2	Observation Date 3	Observation Date 4
Interest Year 1	<b>6.00%</b>	6.35%	10.15%	6.47%
Interest Year 2	7.92%	<b>7.00%</b>	10.84%	12.29%

The Annual Rate in respect of each Interest Year is as set out in the following table:

	Floor Rate	Participation Rate x Performance	Annual Rate
Interest Year 1	2.0%	50% x 6.00% = 3.00%	3.00%
Interest Year 2	2.5%	50% x 7.00%= 3.50%	3.50%

In this scenario, the Annual Rate for both Interest Years is equal to the relevant Participation Rate x Performance because the result of that calculation is greater than the relevant Floor Rate.

**Scenario 2:**

The Index Level on each Observation Date is as set out in the following table:

	Observation Date 1	Observation Date 2	Observation Date 3	Observation Date 4
--	--------------------	--------------------	--------------------	--------------------



Interest Year 1	1423.54	1467.80	1503.09	1460.2
Interest Year 2	1470.45	1425.94	1398.73	1354.66

The absolute value of the quarter-on-quarter percentage changes is as set out in the following table; the smallest quarter-on-quarter percentage change in each year (referred to as the Performance for the relevant Interest Year in the third table in this scenario) is highlighted in bold:

	Observation Date 1	Observation Date 2	Observation Date 3	Observation Date 4
Interest Year 1	3.31%	3.11%	<b>2.40%</b>	2.85%
Interest Year 2	<b>0.70%</b>	3.03%	1.91%	3.15%

The Annual Rate in respect of each Interest Year is as set out in the following table:

	Floor Rate	Participation Rate x Performance	Annual Rate
Interest Year 1	2.0%	50% x 2.40% = 1.20%	2.00%
Interest Year 2	2.5%	50% x 0.70%= 0.35%	2.50%

In this scenario, the Annual Rate for both Interest Years is equal to the relevant Floor Rate because in each case the Floor Rate is greater than the result of the calculation of the relevant Participation Rate x Performance.

## B. Index Linked Coupon 2

In any given year (referred to as an Interest Year) of the term (referred to as the Tenor) of the Index Linked Notes, there is a minimum rate of interest payable on the Index Linked Notes, which is referred to as the Floor Rate. This is specified in the relevant Final Terms for each Interest Year. However, the interest rate for an Interest Year will be higher than the Floor Rate if the Index's year-on-year percentage growth during that Interest Year (as compared between annual dates referred to as Observation Dates that are specified in the Final Terms, and referred to as the Index Yearly Performance) minus a set percentage (referred to as the Strike Level and specified in the Final Terms), and then multiplied by a set percentage rate for the year (referred to as the Participation Rate and specified in the relevant Final Terms), is higher than the Floor Rate.

In terms of the formulae in Index Linked Additional Condition 3.4, the way in which the Floor Rate is imposed is by the mathematical notation "max" which, when followed by two expressions in brackets separated by a semi-colon, means that the value will be the larger of the results achieved by those two expressions:

$$Annual\ Rate_{(i)} = \max(\text{floor}_{(i)}; PR_{(i)} \times [\text{Index Yearly Performance}_{(i)} - \text{strike}_{(i)}])$$

The tag (i) refers to a particular numbered Interest Year. If an Index Linked Note has a term (referred to as a Tenor) of five years, there will be five possible values of the tag (i), namely 1, 2, 3, 4 and 5. The annual rate of interest for any particular Interest Year is therefore referred to in the formula as the Annual Rate(i); for the first Interest Year, Annual Rate(i) would be Annual Rate(1); for the second Interest Year, Annual Rate(2) and so on. Annual Rate(i) is therefore in this context the larger out of (a) the Floor Rate for the relevant Interest Year(i) (referred to as "floor(i)" in the formula) and (b) the result of multiplying (i) the Participation Rate for that Interest Year(i) (referred to as "PR(i)" in the formula) by (ii) the Index Yearly Performance for that Interest Year(i) (referred to as "Index Yearly Performance(i)" in the formula) minus the Strike Level for that Interest Year(i) (referred to as "strike(i)" in the formula).

The Index Yearly Performance(i) itself is expressed by the following formula:

Index Yearly Performance<sub>(i)</sub> = a rate (expressed as a percentage) in respect of Interest Year<sub>(i)</sub> calculated using the following formula:

$$\frac{index_{(i)}}{index_{(i-1)}} - 1$$

It operates by dividing the Index level for the Observation Date in Interest Year(i) by the Index level for the Observation Date for the previous Interest Year and subtracting 1 to produce a measure of change (which is then expressed as a percentage). For example, for the third Interest Year, the top half of the fraction would read  $index_{(3)}$  (i.e. the Index Level on the Observation Date in the third Interest Year), and the bottom half of the fraction would therefore be  $index_{(3-1)}$ , i.e.  $index_{(2)}$ , the Index Level on the Observation Date in the second Interest Year. If the value of (i) is 1 (i.e. for the first Interest Year), the bottom half of the fraction would be  $index_{(1-1)}$  i.e.  $index_{(0)}$ , which is defined as the Initial Index Level (and specified in the Final Terms).

**Example:** An investor invests in USD denominated Index Linked Notes with a Tenor of two years (the first is referred to as Interest Year 1 and the second, Interest Year 2).

The Floor Rate in Interest Year 1 is 2% and the Floor Rate in Interest Year 2 is 2.5%. The Participation Rate in both Interest Years is 100%. The Strike Level in both Interest Years is 10%. The Initial Index Level (i.e. the level of the Index at the start of Interest Year 1) is 1472.34.

**Scenario 1:**

The Index Level is 1693.19 as observed on the Observation Date for Interest Year 1 and 1964.10 as observed on the Observation Date for Interest Year 2.

The Index Yearly Performance in respect of Interest Year 1 is  $(1693.19/1472.34) - 1 = 15\%$

The Index Yearly Performance in respect of Interest Year 2 is  $(1964.10/1693.19) - 1 = 16\%$

	Floor Rate	Participation Rate x (Index Yearly Performance minus Strike Level)	Annual Rate
Interest Year 1	2.0%	100% x (15% – 10%) = 5.00%	5.00%
Interest Year 2	2.5%	100% x (16% – 10%) = 6.00%	6.00%

In this scenario, the Annual Rate for both Interest Years is equal to the relevant Participation Rate x (Index Yearly Performance minus Strike Level) because the result of that calculation is greater than the relevant Floor Rate.

**Scenario 2:**

The Index Level is 1325.10 as observed on the Observation Date for Interest Year 1 and 1258.85 as observed on the Observation Date for Interest Year 2.

The Index Yearly Performance in respect of Interest Year 1 is  $(1325.10/1472.34) - 1 = -10\%$

The Index Yearly Performance in respect of Interest Year 2 is  $(1258.85/1325.10) - 1 = -5\%$

	Floor Rate	PR x (Index Yearly Performance minus Strike Level)	Annual Rate
Interest Year 1	2.0%	100% x (-10% – 10%) = -20.00%	2.00%
Interest Year 2	2.5%	100% x (-5% – 10%) = -15.00%	2.50%

In this scenario the Annual Rate for both Interest Years is equal to the relevant Floor Rate because it is greater than the result of the calculation: relevant Participation Rate x (Index Yearly Performance minus Strike Level).

### C. Index Linked Coupon 3

In any given year (referred to as an Interest Year) of the term (referred to as a Tenor) of the Index Linked Notes, there is a minimum rate of interest payable on the Index Linked Notes, which is referred to as the Floor Rate. This is specified in the relevant Final Terms for each Interest Year. However, the interest rate for an Interest Year will be higher than the Floor Rate if the Index's overall cumulative percentage growth measured on an annual date (referred to as the Observation Date and specified in the Final Terms) at the end of that Interest Year as compared with the level of the Index at the start of the Tenor of the Index Linked Notes (referred to as the Initial Index Level) (such cumulative percentage growth referred to as the Index Performance) minus a set percentage (referred to as the Strike Level and specified in the Final Terms), and then multiplied by a set percentage rate for the year (referred to as the Participation Rate and specified in the relevant Final Terms), is higher than the Floor Rate.

In terms of the formulae in Index Linked Additional Condition 3.5, the way in which the Floor Rate is imposed is by the mathematical notation "max" which, when followed by two expressions in brackets separated by a semi-colon, means that the value will be the larger of the results achieved by those two expressions:

$$Annual\ Rate_{(i)} = \max(\text{floor}_{(i)}; PR_{(i)} \times [\text{Index Performance}_{(i)} - \text{strike}_{(i)}])$$

The tag (i) refers to a particular numbered Interest Year. If an Index Linked Note has a term (referred to as a Tenor) of five years, there will be five possible values of the tag (i), namely 1, 2, 3, 4 and 5. The annual rate of interest for any particular Interest Year is therefore referred to in the formula as the Annual Rate(i); for the first Interest Year, Annual Rate(i) would be Annual Rate(1); for the second Interest Year, Annual Rate(2) and so on. Annual Rate(i) is therefore in this context the larger out of (a) the Floor Rate for the relevant Interest Year(i) (referred to as "floor(i)" in the formula) and (b) the result of multiplying (i) the Participation Rate for that Interest Year(i) (referred to as "PR(i)" in the formula) by (ii) the Index Performance measured for that Interest Year(i) (referred to as "Index Performance(i)" in the formula) minus the Strike Level for that Interest Year(i) (referred to as "strike(i)" in the formula).

The Index Performance(i) itself is expressed by the following formula:

Index Performance<sub>(i)</sub> = a rate (expressed as a percentage) in respect of Interest Year<sub>(i)</sub> calculated using the following formula:

$$\frac{\text{index}_{(i)}}{\text{index}_{(0)}} - 1$$

It operates by dividing the Index level for the Observation Date in Interest Year(i) by the Initial Index level and subtracting 1 to produce a measure of change (which is then expressed as a percentage) which is cumulative over the term of the Index Linked Note to date. For example, for the third Interest Year, the top half of the fraction would read  $\text{index}_{(3)}$  (i.e. the Index Level on the Observation Date in the third Interest Year), and the bottom half of the fraction would be, and will be for all Interest Years,  $\text{index}_{(0)}$ , i.e. the Initial Index Level ( $\text{index}_{(0)}$  is defined as the Initial Index Level in Index Linked Additional Condition 3.5).

**Example:** An investor invests in USD denominated Index Linked Notes with a Tenor of two years (the first is referred to as Interest Year 1 and the second, Interest Year 2).

The Floor Rate in Interest Year 1 is 2% and the Floor Rate in Interest Year 2 is 2.5%. The Participation Rate in both Interest Years is 100%. The Strike Level in both Interest Years is 10%. The Initial Index Level is 1472.34.

**Scenario 1:**

The Index Level is 1693.19 as observed on the Observation Date for Interest Year 1 and 1766.81 as observed on the Observation Date for Interest Year 2.

The Index Performance in respect of Interest Year 1 is  $(1693.19/1472.34) - 1 = 15\%$

The Index Performance in respect of Interest Year 2 is  $(1766.81/1472.34) - 1 = 20\%$

	The Floor Rate	Participation Rate x (Index Performance minus Strike Level)	Annual Rate
Interest Year 1	2.0%	$100\% \times (15\% - 10\%) = 5.00\%$	5.00%
Interest Year 2	2.5%	$100\% \times (20\% - 10\%) = 10.00\%$	10.00%

In this scenario, the Annual Rate for both Interest Years is equal to the relevant Participation Rate x (Index Performance minus Strike Level) because the result of that calculation is greater than the relevant Floor Rate.

**Scenario 2:**

The Index Level is 1325.10 as observed on the Observation Date for Interest Year 1 and 1398.72 as observed on the Observation Date for Interest Year 2.

The Index Performance in respect of Interest Year 1 is  $(1325.10/1472.34) - 1 = -10\%$

The Index Performance in respect of Interest Year 2 is  $(1398.72/1472.34) - 1 = -5\%$

	The Floor Rate	Participation Rate x (Index Performance minus Strike Level)	Annual Rate
Interest Year 1	2.0%	$100\% \times (-10\% - 10\%) = -20.00\%$	2.00%
Interest Year 2	2.5%	$100\% \times (-5\% - 10\%) = -15.00\%$	2.50%

In this scenario, the Annual Rate for both Interest Years is equal to the relevant Floor Rate because it is greater than the result of the calculation: relevant Participation Rate x (Index Performance minus Strike Level).

**D. Index Linked Coupon 4**

In any given year (referred to as an Interest Year) in the term (referred to as the Tenor) of the Index Linked Notes, there is a minimum rate of interest payable on the Index Linked Notes, which is referred to as the Fixed Coupon. This is specified in the relevant Final Terms for each Interest Year. However, the Fixed Coupon will be increased by the addition of a bonus interest rate (referred to as the Uplift Coupon) for an Interest Year if the Index's overall cumulative performance, measured on an annual date (referred to as the Observation Date and specified in the Final Terms) at the end of that Interest Year and expressed as a percentage of the level of the Index at the start of the Tenor of the Index Linked Notes (referred to as the Initial Index Level) is greater than a fixed percentage level for each Interest Year (referred to as the Barrier and specified in the Final Terms).

If the cumulative performance for the Interest Year is equal to or greater than the Barrier, a term of the interest calculation formula called the Index Digital will be 1. If the cumulative percentage growth is lower than the Barrier, the Index Digital will be zero. The Uplift Coupon is multiplied by the Index Digital and the result added to the Fixed Coupon to produce the applicable interest rate for the Interest Year (referred to as the Annual Rate), with the result that the bonus rate will only be included as part of the Annual Rate if the Index Digital is 1.

In terms of the formulae in Index Linked Additional Condition 3.6, the Uplift Coupon for a particular Interest Year is indicated using the tag (i), which refers to a particular numbered Interest Year. If an Index Linked Note has a term (referred to as a Tenor) of five years, there will be five possible values of the tag (i), namely 1, 2, 3, 4 and 5. The Uplift Coupon for any particular Interest Year is therefore referred to in the formula as the Uplift Coupon(i); for the first Interest Year, Uplift Coupon(i) would be Uplift Coupon(1); for the second Interest Year, Uplift Coupon(2) and so on. The same value of (i) is used for all other terms in the formula. The Uplift Coupon(i) is therefore a number specified in the relevant Final Terms as corresponding to that Interest Year(i) which is added (or not, as the case may be) by virtue of the value given to the Index Digital for that Interest Year(i) (referred to in the following formula as Index Digital(i)):

$$Annual\ Rate_{(i)} = Fixed\ Coupon_{(i)} + (Index\ Digital_{(i)} \times Uplift\ Coupon_{(i)})$$

The Index Digital(i) can either be 1 or zero. If it is 1, then the Uplift Coupon(i) will be multiplied by 1 (the expression in the brackets in the above formula will be equal to the Uplift Coupon(i) and therefore added to the Fixed Coupon for Interest Year(i) (referred to in the formula as Fixed Coupon(i)). If it is zero, however, the expression in the brackets in the above formula will be equal to zero, with the effect that the Uplift Coupon(i) will not be added to the Fixed Coupon(i).

The Index Digital(i) is determined using the following expression:

$$Index\ Digital_{(i)} = \begin{cases} \text{if } index_{(i)} / index_{(0)} \geq Barrier_{(i)}, & 1 \\ \text{otherwise,} & \text{zero.} \end{cases}$$

For an Interest Year(i), the Index Digital(i) is determined by dividing the Index level for the Observation Date in Interest Year(i) by the Initial Index Level to produce a measure of cumulative change, and then comparing that measure of cumulative change, expressed as a percentage, to the Barrier level for that Interest Year(i) (referred to as Barrier(i) in the formula above). If the cumulative percentage change is greater than or equal to Barrier(i), the Index Digital(i) will be 1. If the cumulative percentage change is less than Barrier(i), the Index Digital(i) will be zero.

**Example:** An investor invests in USD denominated Index Linked Notes with a Tenor of two years (the first is referred to as Interest Year 1 and the second, Interest Year 2).

The Fixed Coupon in Interest Year 1 is 3% and the Fixed Coupon in Interest Year 2 is 2%. The Uplift Coupon in both Interest Years is 0.5%. The Barrier in both Interest Year 1 and Interest Year 2 is 100%. The Initial Index Level is 1472.34.

### Scenario 1:

The Index Level is 1693.19 as observed on the Observation Date for Interest Year 1 and 1766.81 as observed on the Observation Date for Interest Year 2.

For Interest Year 1,  $(1693.19/1472.34) = 115\%$ , which is equal to or above the Barrier of 100%, and therefore the Index Digital in respect of Interest Year 1 is 1. The Annual Rate in respect of Interest Year 1 is the Fixed Coupon of 3% +  $(1 \times \text{the Uplift Coupon of } 0.5\%) = 3.5\%$ .

For Interest Year 2,  $(1766.81/1472.34) = 120\%$ , which is equal to or above the Barrier of 100%, and therefore the Index Digital in respect of Interest Year 2 is 1. The Annual Rate in respect of Interest Year 2 is the Fixed Coupon of 2% +  $(1 \times \text{the Uplift Coupon of } 0.5\%) = 2.5\%$ .

## Scenario 2:

The Index Level is 1325.10 as observed on the Observation Date for Interest Year 1 and 1398.72 as observed on the Observation Date for Interest Year 2.

For Interest Year 1,  $(1325.10/1472.34) = 90\%$ , which is below the Barrier of 100%, and therefore the Index Digital in respect of Interest Year 1 is 0. The Annual Rate in respect of Interest Year 1 is the Fixed Coupon of 3% +  $(0 \times \text{the Uplift Coupon of } 0.5\%) = 3.0\%$ .

For Interest Year 2,  $(1398.72/1472.34) = 95\%$ , which is below the Barrier of 100%, and therefore the Index Digital in respect of Interest Year 2 is 0. The Annual Rate in respect of Interest Year 2 is the Fixed Coupon of 2% +  $(0 \times \text{the Uplift Coupon of } 0.5\%) = 2.0\%$ .

## E. Index Linked Coupon 5

The Index Linked Notes only pay interest at the end of their term (referred to as a Tenor). In respect of the entire Tenor, there is a minimum rate of interest payable on the Index Linked Notes, which is referred to as the Floor Rate. This is specified in the relevant Final Terms for the entire Tenor of the Index Linked Notes. However, the interest rate for the entire Tenor will be higher than the Floor Rate if the value of the Index's average annual change (regardless of whether it increases or decreases) during the whole Tenor, measured in respect of each year (referred to as an Interest Year) on an annual date (referred to as the Observation Date and specified in the Final Terms) at the end of each Interest Year as compared with the level of the Index on the previous Observation Date (such average annual change is referred to as the Final Performance), multiplied by a set percentage rate for the entire Tenor (referred to as the Participation Rate and specified in the relevant Final Terms), is higher than the Floor Rate.

In terms of the formulae in Index Linked Additional Condition 3.7, the way in which the Floor Rate is imposed is by the mathematical notation "max" (short for 'maximum') which, when followed by two expressions in brackets separated by a semi-colon, means that the value will be the larger of the results achieved by those two expressions:

$$\max(\text{floor}; [PR \times \text{Final Performance}])$$

The rate of interest for the entire Tenor for a particular Interest Year is therefore in this context the larger out of (a) the Floor Rate (referred to as "floor" in the formula) and (b) the result of multiplying the Participation Rate (referred to as "PR" in the formula) by the Final Performance.

The Final Performance itself is expressed as follows:

Final Performance = a rate (expressed as a percentage) representing the average annual performance of the Index over the term of such Index Linked Note calculated using the following formula:

$$\frac{1}{n} \times \sum_{i=1}^n \left| \frac{\text{index}_{(i)}}{\text{index}_{(i-1)}} - 1 \right|$$

The tag (i) refers to a particular numbered Interest Year. If an Index Linked Note has a term (referred to as a Tenor) of five years, there will be five possible values of the tag (i), namely 1, 2, 3, 4 and 5. The same value of (i) is used for all other terms in the formula. For example, for the third Interest Year, the top half of the fraction would read  $\text{index}_{(3)}$  (i.e. the Index Level on the Observation Date in the third Interest Year), and the bottom half of the fraction would therefore be  $\text{index}_{(3-1)}$ , i.e.  $\text{index}_{(2)}$ , the Index Level on the Observation Date in the second Interest Year. If the value of (i) is 1 (i.e. for the first Interest Year), the bottom half of the fraction would be  $\text{index}_{(1-1)}$  i.e.  $\text{index}_{(0)}$ , which is defined as the Initial Index Level (and specified in the Final Terms). Dividing the Index Level on the Observation Date for a particular Interest Year by the Index Level on the Observation Date for the previous Interest Year, and then subtracting 1,

which is what is achieved by the expression within the straight line brackets in the formula, produces a measure of the change between the two Index Levels, expressed as a decimal, which may be a positive number (indicating that there has been an increase) or a negative number (indicating that there has been a decrease). For example, if the Initial Index Level is 1000 and the Index Level on the Observation Date in Interest Year 1 is 1200, the expression in the straight brackets is calculated as  $[1200 / 1000] - 1 = 0.2$ . On the other hand, if the Initial Index Level is 1000 and the Index Level on the Observation Date in Interest Year 1 is 800, the expression in the straight brackets is calculated as  $[800 / 1000] - 1 = -0.2$ .

Index Linked Coupon 5 is not, however, concerned with the question of whether the change from one Observation Date to the next is an increase or a decrease: the formula simply looks at the magnitude of that change, whether positive or negative. The straight-line brackets on the right of the formula are mathematical notation which states that the absolute value of the expression within the brackets should be calculated. An absolute value is a value which ignores negative numbers (i.e. numbers with minus signs in front of them). In other words, if the expression within the straight brackets results in a negative number, the minus sign will be ignored. In the two examples above, the absolute value of both 0.2 and -0.2 is 0.2: the measure of change between an Index Level of 1000 increasing to an Index Level of 1200, and an Index Level of 1000 decreasing to 800 is the same: expressed as a decimal, 0.2; expressed as a percentage, 20%. This is how the annual percentage *change* (whose direction is not taken into account), as opposed to growth (or decline), is captured.

The mathematical notation  $\sum_i^n$  (known as 'sigma' or 'summation' notation) means that one must calculate the sum of all of the values produced by the expression following it, for all values of "i" up to "n". "n" is the number of years in the Tenor of the Index Linked Notes. In this context, it is the sum of all the absolute values (as described above) for the annual percentage change in the level of the Index for each year of the Tenor.

Multiplying the whole expression by  $\frac{1}{n}$  has the result of producing an arithmetic average of the annual percentage changes in the level of the Index across the entire Tenor (e.g. if the Tenor is three years, the summation notation means that the total of the absolute values of the year-on-year change in the Index level for all three years is taken together, and then it is multiplied by 1/3 to produce the arithmetic average).

**Example:** An investor invests in USD denominated Index Linked Notes with a Tenor of three years (the first is referred to as Interest Year 1, the second, Interest Year 2 and the third, Interest Year 3).

The Floor Rate is 8% and the Participation Rate is 50%. The Initial Index Level (i.e. the level of the Index at the start of Interest Year 1) is 1472.34.

**Scenario 1:**

The Index Level is 1220.15 as observed on the Observation Date for Interest Year 1, 1705.54 as observed on the Observation Date for Interest Year 2 and 1448.00 as observed on the Observation Date for Interest Year 3.

The absolute value of each year-on-year percentage change is as follows:

Interest Year 1: 17.13%

Interest Year 2: 39.78%

Interest Year 3: 15.10%

Final Performance:  $1/3 \times (17.13\% + 39.78\% + 15.10\%) = 24.00\%$

Participation Rate x Final Performance:  $50\% \times 24.00\% = 12\%$

In this scenario, the rate for the entire Tenor is that calculated by reference to the Index (i.e. 12%) because it is greater than the Floor Rate (8%).

**Scenario 2:**

The Index Level is 1320.15 as observed on the Observation Date for Interest Year 1, 1405.2 as observed on the Observation Date for Interest Year 2 and 1460.5 as observed on the Observation Date for Interest Year 3.

The absolute value of year-on-year percentage change:

Interest Year 1: 10.34%

Interest Year 2: 6.44%

Interest Year 3: 3.94%

Final Performance:  $1/3 \times (10.34\% + 6.44\% + 3.94\%) = 6.90\%$

Participation Rate x Final Performance:  $50\% \times 6.90\% = 3.45\%$

In this scenario, the rate for the entire Tenor is the Floor Rate (8%) because it is greater than the rate calculated by reference to the Index (i.e. 3.45%).

**F. Index Linked Coupon 6**

The Index Linked Notes only pay interest at the end of the term (referred to as a Tenor). In respect of the entire Tenor, there is a minimum rate of interest payable on the Index Linked Notes, which is referred to as the Floor Rate. This is specified in the relevant Final Terms for the entire Tenor of the Index Linked Notes. However, the interest rate for the entire Tenor will be higher than the Floor Rate if the Index's overall cumulative percentage growth measured on a date (referred to as the Final Observation Date and specified in the Final Terms) at the end of the Tenor as compared with the level of the Index at the start of the Tenor of the Index Linked Notes (referred to as the Initial Index Level) (such cumulative percentage growth is referred to as the Final Performance) minus a set percentage (referred to as the Strike Level and specified in the Final Terms), and then multiplied by a set percentage rate for the entire Tenor (referred to as the Participation Rate and specified in the relevant Final Terms), is higher than the Floor Rate. Please note that whether the applicable rate is the Floor Rate only or a higher rate based on the performance of the Index, the applicable rate is applicable over the entire Tenor and **not** on a per annum basis for each year that makes up the Tenor.

In terms of the formulae in Index Linked Additional Condition 3.8, the way in which the Floor Rate is imposed is by the mathematical notation "max" (short for 'maximum') which, when followed by two expressions in brackets separated by a semi-colon, means that the value will be the larger of the results achieved by those two expressions:

$$\max(\text{floor}; PR \times [\text{Final Performance} - \text{strike}])$$

The rate of interest for the entire Tenor is therefore in this context the larger out of (a) the Floor Rate (referred to as "floor" in the formula) and (b) the result of multiplying the Participation Rate (referred to as "PR" in the formula) by the result of (i) the Final Performance minus (ii) the Strike Level (referred to in the formula as "strike").

The Final Performance itself is expressed by the following formula:

Final Performance = a rate (expressed as a percentage) representing the performance of the Index over the term of such Index Linked Note calculated using the following formula:



$$\frac{index_{(n)}}{index_{(0)}} - 1$$

It operates by dividing the Index level for the Observation Date in Interest Year(n) (i.e. the last Interest Year in the Tenor) by the Initial Index level and subtracting 1 to produce a cumulative measure of change, which is then expressed as a percentage: a positive percentage shows an overall cumulative increase in the level of the Index, whereas a negative percentage shows an overall decrease in the level of the Index.

**Example:** An investor invests in USD denominated Index Linked Notes with a Tenor of one year.

The Floor Rate is 2.5%, the Participation Rate is 50% and the Strike Level is 5%. The Initial Index Level (i.e. the level of the Index at the start of the Tenor) is 1472.34.

**Scenario 1:**

The Index Level is 1649.02 as observed on the Final Observation Date.

Final Performance:  $(1649.02/1472.34) - 1 = 12\%$

Participation Rate x Final Performance:  $50\% \times (12\% - 5\%) = 3.5\%$

In this scenario, the rate for the entire Tenor is that calculated by reference to the Index (3.5%) because it is greater than the Floor Rate (2.5%).

**Scenario 2:**

The Index Level is 1325.11 as observed on the Final Observation Date.

Final Performance =  $(1325.11/1472.34) - 1 = -10\%$

Participation Rate x Final Performance:  $50\% \times (-10\% - 5\%) = -7.5\%$

In this scenario, the rate for the entire Tenor is the Floor Rate (2.5%) because it is greater than the rate calculated by reference to the Index (-7.5%).

**G. Index Linked Coupon 7**

The Index Linked Notes only pay interest at the end of the term (referred to as a Tenor). In respect of the entire Tenor, there is a minimum rate of interest payable on the Index Linked Notes, which is referred to as the Fixed Coupon (and specified in the relevant Final Terms). However, the Fixed Coupon will be increased by the addition of a bonus interest rate (referred to as the Uplift Coupon) for the entire Tenor if the Index's overall cumulative performance, measured on a date (referred to as the Final Observation Date and specified in the Final Terms) at the end of the Tenor and expressed as a percentage of the level of the Index at the start of the Tenor of the Index Linked Notes (referred to as the Initial Index Level) is equal to or greater than a fixed percentage level (referred to as the Barrier and specified in the Final Terms). Please note that whether the applicable rate is the Fixed Coupon only or the Fixed Coupon plus the Uplift Coupon, the applicable rate is applicable over the entire Tenor and **not** on a per annum basis for each year that makes up the Tenor.

If the cumulative performance for the entire Tenor is equal to or greater than the Barrier, a term of the interest calculation formula called the Index Digital will be 1. If the cumulative percentage growth is lower than the Barrier, the Index Digital will be zero. The Uplift Coupon is multiplied by the Index Digital and the result added to the Fixed Coupon to produce the applicable interest rate for the entire Tenor, with the result that the bonus rate will only be included as part of the interest rate for the entire Tenor if the Index Digital is 1.

In terms of the formulae in Index Linked Additional Condition 3.9, the Uplift Coupon for the entire Tenor is added (or not, as the case may be) by virtue of the value given to the Index Digital:

$$\text{Fixed Coupon} + (\text{Index Digital} \times \text{Uplift Coupon})$$

The Index Digital can either be 1 or zero. If it is 1, then the Uplift Coupon will be multiplied by 1 (the expression in the brackets in the above formula will be equal to the Uplift Coupon and therefore added to the Fixed Coupon for the entire Tenor. If it is zero, however, the expression in the brackets in the above formula will be equal to zero, with the effect that the Uplift Coupon will not be added to the Fixed Coupon.

The Index Digital is determined using the following expression:

$$\text{Index Digital} = \begin{cases} \text{if } \text{index}_{(n)} / \text{index}_{(0)} \geq \text{Barrier}, & 1 \\ \text{otherwise,} & \text{zero.} \end{cases}$$

It is determined for the entire Tenor by dividing the Index level for the Observation Date in Interest Year(n) (the final year of the Tenor) by the Initial Index level to produce an overall measure of cumulative change, and then comparing that cumulative change, expressed as a percentage, to the Barrier level. If the cumulative percentage change is greater than or equal to the Barrier, the Index Digital will be 1. If the cumulative percentage change is less than Barrier, the Index Digital will be zero.

**Example:** An investor invests in USD denominated Index Linked Notes with a Tenor of one year.

The Fixed Coupon is 3% and the Uplift Coupon is 0.5%. The Barrier is 100%. The Initial Index Level is 1472.34.

#### Scenario 1:

The Index Level is 1649.02 as observed on the Final Observation Date.

$1649.02/1472.34 = 112\%$ , which is equal to or above the Barrier 100%, and therefore the Index Digital is 1. The rate for entire Tenor is the Fixed Coupon of 3% + (1 x the Uplift Coupon of 0.5%) = 3.5%.

#### Scenario 2:

The Index Level is 1325.11 as observed on the Final Observation Date.

$1325.11/1472.34 = 90\%$ , which is below the Barrier 100%, and therefore the Index Digital is 0. The rate for the entire Tenor is the Fixed Coupon of 3% + (0 x the Uplift Coupon of 0.5%) = 3.0%.

## H. Index Linked Coupon 8

The Index Linked Notes have certain periods (referred to as Interest Periods, and specified in the relevant Final Terms) in respect of which interest payable on the Index Linked Notes is calculated. If an Interest Period is specified in the Final Terms as a Fixed Coupon Period, a fixed rate of interest will apply to it, regardless of the performance of the Index.

In terms of the formulae in Index Linked Additional Condition 3.10, interest payable in respect of a Fixed Coupon Period is calculated as follows:

$$\text{Periodic Rate}_{(i)} = \text{Fixed Coupon} \times \text{DCF}$$

The tag "i" in the formula refers to a particular numbered Interest Period. If an Index Linked Note has eight Interest Periods of 3 months each, there will be eight possible values of the tag (i), namely 1, 2, 3, 4, 5, 6, 7 and 8. The same value of (i) is used for all other terms in the formula: for example, for the fourth Interest Period (i.e. Interest Period(4)), the interest rate (which is referred to as the "Periodic Rate(i)" in the formula) will be expressed as Interest Period(4). It is simply calculated by applying a day count fraction (referred to in the formula as "DCF") to turn an annual rate of interest into one appropriate for a shorter period. In Index Linked Additional Condition 3.10, DCF is defined as the quotient of (a) 1 (as numerator) and (b) the number of Interest Periods per nominal calendar year (as denominator), which means a fraction with 1 on the top and the number of Interest Periods per year on the bottom. For example, if the

relevant Interest Periods are three months each, there will be four Interest Periods per calendar year the day count fraction would be  $\frac{1}{4}$ . Similarly, it is possible for the concept of a nominal calendar year to be expressed as a number of calendar days, of which a common conventional example is 360 days. If the Interest Periods are 90 days each, there will again be four such periods in the nominal calendar year ( $90/360 = 4$ ) and the day count fraction will be  $\frac{1}{4}$ .

If an Interest Period is specified in the Final Terms as a Variable Coupon Period, the performance of the Index will dictate the rate of interest payable in respect of that Interest Period (referred to as a Periodic Rate): observations of the Index Level are made on a set of days in the Interest Period referred to as Observation Dates, and if the Index Level is at or above a certain fixed level (referred to as the Strike Level and specified in the relevant Final Terms) on a given Observation Date, that day is referred to as a Day In. If the Index Level is below the Strike Level on a given Observation Date, that day is referred to as a Day Out. Different annual interest rates (referred to as the Day In Coupon and the Day Out Coupon, respectively) apply to Days In and Days Out, and an overall rate for the Interest Period is calculated by determining (i) the ratio of Days In to the total number of Observation Dates in a Period (referred to as the Total Days) and (ii) the ratio of Days Out to the Total Days, and in each case applying the appropriate fraction (referred to as a Day Count Fraction) to apply annual rates to shorter Interest Periods, and then combining elements (i) and (ii).

In terms of the formulae in Index Linked Additional Condition 3.10, interest payable in respect of a Variable Coupon Period is calculated as follows:

$$\text{Periodic Rate}_{(i)} = \left[ \left( \frac{\text{Days In}_{(i)}}{\text{Total Days}_{(i)}} \right) \times \text{Day In Coupon}_{(i)} \times \text{DCF} \right] + \left[ \left( \frac{\text{Days Out}_{(i)}}{\text{Total Days}_{(i)}} \right) \times \text{Day Out Coupon}_{(i)} \times \text{DCF} \right]$$

The left hand set of square brackets relates to Days In; the term “Days In(i)” in the formula refers to the number of Days In in a particular Interest Period(i); the term “Total Days(i)” refers to the total number of Observation Dates in the Interest Period(i). The proportion calculated by dividing Days In(i) by Total Days(i) is then multiplied by the set Day In Coupon for Interest Period(i) (referred to as “Day In Coupon(i)” in the formula) and then multiplied by the day count fraction applicable to the length of the Interest Period(i). The right hand set of square brackets relates to Days Out, and operates in exactly the same way as the left hand set of square brackets. The results of the two sets of square brackets are then added together to produce a blended interest rate for the Interest Period(i).

**Example:** An investor invests in USD denominated Index Linked Notes with a term (referred to as a Tenor) of one year.

Each Interest Period is 90 calendar days in length, and all Interest Periods are Variable Coupon Periods. The Day In Coupon for each Interest Period is 3%; the Day Out Coupon for each Interest Period is 1%. The Day Count Fraction is based on a nominal calendar year of 360 calendar days, and is calculated as  $1 / 90 \div 360 = \frac{1}{4}$ . The Strike Level is 1400. The Observation Dates in respect of each Interest Period are the days in that period when the stock exchange on which the shares that make up the Index are listed is scheduled to be open, which is 70 trading days out of the 90 calendar days in each Interest Period.

**Scenario 1:**

On every Observation Date in each of the four Interest Periods, the Index Level is observed to be greater than or equal to 1400. All the Observation Dates are therefore Days In.

	Days In	Days Out	Total Days	Periodic Rate
Variable Coupon Period 1	70	0	70	$[(70/70) \times 3\% \times \frac{1}{4}] + [(0/70) \times 1\% \times \frac{1}{4}] = 0.75\%$

Variable Coupon Period 2	70	0	70	$[(70/70) \times 3\% \times \frac{1}{4}] + [(0/70) \times 1\% \times \frac{1}{4}] = 0.75\%$
Variable Coupon Period 3	70	0	70	$[(70/70) \times 3\% \times \frac{1}{4}] + [(0/70) \times 1\% \times \frac{1}{4}] = 0.75\%$
Variable Coupon Period 4	70	0	70	$[(70/70) \times 3\% \times \frac{1}{4}] + [(0/70) \times 1\% \times \frac{1}{4}] = 0.75\%$

In Scenario 1, therefore, the overall rate for the year comprised by the first four Interest Periods is 3%, which is the Day Out Coupon and the maximum possible rate of interest payable. It is not possible for the rate payable to exceed the Day In Coupon on a per annum basis, or to exceed the Day In Coupon multiplied by the relevant day count fraction on a per Interest Period basis.

### Scenario 2:

In the first Interest Period, the Index Level is observed to be greater than or equal to 1400. All the Observation Dates in that Interest Period are therefore Days In. In the second, third and fourth Interest Periods, there is a mixture of Days In (where the Index Level is observed to be greater than or equal to 1400) and Days Out (where the Index Level is observed to be less than 1400).

	Days In	Days Out	Total Days	Periodic Rate
Variable Coupon Period 1	70	0	70	$[(70/70) \times 3\% \times \frac{1}{4}] + [(0/70) \times 1\% \times \frac{1}{4}] = 0.75\%$
Variable Coupon Period 2	60	10	70	$[(60/70) \times 3\% \times \frac{1}{4}] + [(10/70) \times 1\% \times \frac{1}{4}] = 0.68\%$
Variable Coupon Period 3	50	20	70	$[(50/70) \times 3\% \times \frac{1}{4}] + [(0/70) \times 1\% \times \frac{1}{4}] = 0.61\%$
Variable Coupon Period 4	35	35	70	$[(70/70) \times 3\% \times \frac{1}{4}] + [(0/70) \times 1\% \times \frac{1}{4}] = 0.50\%$

In Scenario 2, therefore, the overall rate for the year comprised by the first four Interest Periods is 2.54%, which falls between the maximum possible annual rate (the Day In Coupon) and the minimum possible annual rate (the Day Out Coupon).

### Scenario 3:

On every Observation Date in each of the four Interest Periods, the Index Level is observed to be less than 1400. All the Observation Dates are therefore Days Out.

	Days In	Days Out	Total Days	Period Rate
Variable Coupon Period 1	0	70	70	$[(0/70) \times 3\% \times \frac{1}{4}] + [(70/70) \times 1\% \times \frac{1}{4}] = 0.25\%$
Variable Coupon Period 2	0	70	70	$[(0/70) \times 3\% \times \frac{1}{4}] + [(70/70) \times 1\% \times \frac{1}{4}] = 0.25\%$
Variable Coupon Period 3	0	70	70	$[(0/70) \times 3\% \times \frac{1}{4}] + [(70/70) \times 1\% \times \frac{1}{4}] = 0.25\%$
Variable Coupon Period 4	0	70	70	$[(0/70) \times 3\% \times \frac{1}{4}] + [(70/70) \times 1\% \times \frac{1}{4}] = 0.25\%$

In Scenario 3, therefore, the overall rate for the year comprised by the first four Interest Periods is 1%, which is the Day Out Coupon and the maximum possible rate of interest payable. It is not possible for the rate payable to be less than the Day Out Coupon on a per annum basis, or to be less than the Day Out Coupon multiplied by the relevant day count fraction on a per Interest Period basis.

## INFORMATION MEMORANDUM – NON-PD INDEX LINKED NOTES

DATED 19 NOVEMBER 2018

**PAGES 78 TO 93 OF THIS OFFERING CIRCULAR COMPRISE AN INFORMATION MEMORANDUM (THE “INFORMATION MEMORANDUM”) IN RESPECT OF INDEX LINKED NOTES WHICH ARE NOT ADMITTED TO THE OFFICIAL LIST OF THE FCA OR TO ANY OTHER EUROPEAN ECONOMIC AREA REGULATED MARKET OR OFFERED TO THE PUBLIC IN THE EUROPEAN ECONOMIC AREA FOR THE PURPOSES OF THE PROSPECTUS DIRECTIVE. THE INFORMATION MEMORANDUM HAS NOT BEEN REVIEWED OR APPROVED BY THE UK LISTING AUTHORITY AND DOES NOT CONSTITUTE A PROSPECTUS FOR THE PURPOSES OF THE PROSPECTUS DIRECTIVE.**

### **This Information Memorandum**

This Information Memorandum is to be read in conjunction with:

1. The information memorandum relating to ANZ’s Markets Issuance Programme (the “Programme Information Memorandum”), which was published on the same date as this Information Memorandum, and in particular the following sections:

- Risk Factors
- Base General Conditions
- Base Note Conditions
- Additional Terms and Conditions – Terms and Conditions for Alternative Currency Equivalent
- Summary of Provisions Relating to the Notes while in Global Form
- Use of Proceeds
- Clearing and Settlement
- Information about ANZ
- Supervision and Regulation of ANZ
- Taxation
- Offering and Sale
- General Information

2. The following sections of the Prospectus:

- Risk Factors
- Documents Incorporated by Reference
- Presentation of Financial Information
- General Terms and Conditions
- Schedule 1: Index Linked Additional Conditions

Each of the above sections of the Programme Information Memorandum and the Prospectus shall be deemed to be incorporated by reference herein.

### **Non-PD Index Linked Notes**

Under the terms of this Information Memorandum, ANZ may issue index linked notes (“**Non-PD Index Linked Notes**”).

Non-PD Index Linked Notes issued under this Information Memorandum will pay interest (or ‘coupon’) at one of nine possible index linked rates, which will be specified in the relevant Pricing Supplement. Each of the nine possible coupons is variable and dependent on the performance of a reference index during the lifetime of the Non-PD Index Linked Note.

Non-PD Index Linked Notes issued under this Information Memorandum will redeem at their nominal amount or a percentage (known as the Principal Protection Percentage) of that nominal amount. The redemption of the Non-PD Index Linked Notes is not linked to the performance of the reference index.

**Terms and Conditions**

The legal terms and conditions relating to the Non-PD Index Linked Notes are to be found in the following places:

- (i) general terms are to be found in the sections of the Programme Information Memorandum headed “Base General Conditions” and “Base Note Conditions”, and in the section of the Prospectus headed “*General Terms and Conditions*”;
- (ii) additional terms that apply to index linked notes are to be found in the section of the Prospectus headed “*Schedule 1: Index Linked Additional Conditions*”; and
- (iii) an additional type of index linked coupon as set out in the section below entitled “Index Linked Coupon 9”.

All the sections of the terms and conditions contained in the Prospectus and the Programme Information Memorandum taken together are referred to as the “**Conditions**”.

Specific details of a series of Non-PD Index Linked Notes, such as amounts, dates, and the relevant index linked coupon will be set out in the applicable Pricing Supplement for those Non-PD Index Linked Notes.

**Index Linked Coupon 9**

If “Index Linked Coupon 9” is specified in the relevant Pricing Supplement, each Non-PD Index Linked Note shall bear interest on its Calculation Amount from (and including) the Interest Commencement Date at a rate per annum (expressed as a percentage) (in respect of an Interest Year, the “Annual Rate”) calculated using the following formula:

$$Annual\ Rate_{(i)} = \min(cap_{(i)} ; [PR_{(i)} \times Index\ Yearly\ Performance_{(i)}])$$

where:

- Annual Rate<sub>(i)</sub> = the Annual Rate in respect of Interest Year<sub>(i)</sub>
- cap<sub>(i)</sub> = a rate (expressed as a percentage) in respect of Interest Year<sub>(i)</sub> equal to the “Cap<sub>(i)</sub>” specified in the relevant Pricing Supplement
- PR<sub>(i)</sub> = a rate (expressed as a percentage) in respect of Interest Year<sub>(i)</sub> equal to the “Participation Rate<sub>(i)</sub>” specified in the relevant Pricing Supplement
- Index Yearly Performance<sub>(i)</sub> = a rate (expressed as a percentage) in respect of Interest Year<sub>(i)</sub> calculated using the following formula:

$$\frac{index_{(i)}}{index_{(i-1)}} - 1$$

where:

- index<sub>(i)</sub> = the Index Level as observed on the Observation Date for Interest Year<sub>(i)</sub>
- index<sub>(i-1)</sub> = the Index Level as observed on the Observation Date for Interest Year<sub>(i-1)</sub>
- i = 1,2,3...n

and such interest shall be payable in arrear on each Interest Payment Date.

**Credit Ratings**

Non-PD Index Linked Notes issued under this Information Memorandum will be rated or unrated. Where an issue of Non-PD Index Linked Notes is to be rated, such rating will not necessarily be the same as the rating assigned to Non-PD Index Linked Notes already issued. Whether or not a rating in relation to any Non-PD Index Linked Notes will be treated as having

been issued by a credit rating agency established in the European Union and registered under Regulation (EC) No 1060/2009 on credit rating agencies will be disclosed in the relevant Pricing Supplement. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

### **Risks**

Prospective investors should have regard to the factors described under the sections headed “*Risk Factors*” incorporated by reference in this Information Memorandum. Such sections together describe all of the principal and material risks of an investment in the Non-PD Index Linked Notes that the Issuer has identified.

Prospective purchasers of Non-PD Index Linked Notes should ensure that they understand the nature of the relevant Non-PD Index Linked Notes and the extent of their exposure to risks and that they consider the suitability of the Non-PD Index Linked Notes as an investment in the light of their own circumstances and financial condition. It is the responsibility of prospective purchasers to ensure that they have sufficient knowledge, experience and professional advice to make their own legal, financial, tax, accounting and other business evaluation of the merits and risks of investing in Non-PD Index Linked Notes and are not relying on the advice of the Issuer or the Initial Dealer.

### **Taxes**

The Issuer will not be liable for, or otherwise obliged to pay, any tax, duty or other payment which may arise as a result of the ownership, transfer, exercise, redemption or enforcement of any Non-PD Index Linked Note by any person and all payments and/or deliveries made by the Issuer shall be made subject to any such tax, duty, withholding or other payment.

### **Definitions**

Unless otherwise defined, capitalised terms used in this Information Memorandum have the meanings given to them in the Conditions.

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

*Arranger and Initial Dealer*



## IMPORTANT NOTICES

***An investor intending to acquire or acquiring any Non-PD Index Linked Notes from any person (an “Offeror”) will do so, and offers and sales of the Non-PD Index Linked Notes to an investor by an Offeror will be made, in accordance with any terms and other arrangements in place between such Offeror and such investor, including as to price, allocations and settlement arrangements. The Issuer will not be a party to any such arrangements with investors in connection with the offer or sale of the Non-PD Index Linked Notes and, accordingly, this Information Memorandum and any Pricing Supplement will not contain such information. The investor must look to the Offeror at the time of such offer for the provision of such information.***

*This Information Memorandum should be read and construed together with any amendments or supplements hereto and with any other information and documents incorporated by reference herein and, in relation to any Series (as defined herein) of Non-PD Index Linked Notes, should be read and construed together with the relevant Pricing Supplement. This Information Memorandum shall be read and construed on the basis that such information is incorporated in, and forms part of, this Information Memorandum.*

*The Non-PD Index Linked Notes may be issued in series (each a “Series”) having identical terms (or identical other than in respect of certain dates) and are intended to be interchangeable with all other Non-PD Index Linked Notes of that same Series. Each Series of Non-PD Index Linked Notes may be issued in tranches (each a “Tranche”) bearing identical terms other than the Issue Price and nominal amount of the Tranche, the specific terms of which will be completed in the relevant pricing supplement (the “Pricing Supplement”).*

*In relation to any Series, the aggregate nominal amount of the Non-PD Index Linked Notes of such Series, the interest (if any) payable in respect of the Non-PD Index Linked Notes of such Series and the Issue Price will be set out in the relevant Pricing Supplement.*

*The distribution of this Information Memorandum and any Pricing Supplement and the offer, sale and delivery of the Non-PD Index Linked Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Information Memorandum or any Pricing Supplement comes are required by the Issuer to inform themselves about and to observe any such restrictions.*

***MIFID II product governance / target market*** – *The Pricing Supplement in respect of any Non-PD Index Linked Notes may include a legend entitled “MiFID II Product Governance” which will outline the target market assessment in respect of the Non-PD Index Linked Notes and which channels for distribution of the Non-PD Index Linked Notes are appropriate. Any person subsequently offering, selling or recommending the Non-PD Index Linked Notes (a “distributor”) should take into consideration the target market assessment; however, a distributor subject to Directive 2014/65/EU (as amended, “MiFID II”) is responsible for undertaking its own target market assessment in respect of the Non-PD Index Linked Notes (by either adopting or refining the manufacturer’s target market assessment) and determining appropriate distribution channels.*

*A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the “MiFID Product Governance Rules”), the Initial Dealer and any Intermediaries subscribing for any Non-PD Index Linked Notes is a manufacturer in respect of such Non-PD Index Linked Notes, but otherwise none of the Arranger, the Initial Dealer and the Intermediaries and any of their respective affiliates will be a manufacturer for the purpose of the MIFID Product Governance Rules.*

***PROHIBITION OF SALES TO EEA RETAIL INVESTORS*** – *The Non-PD Index Linked Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“EEA”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2002/92/EC (as amended or superseded, the “Insurance Mediation Directive”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended or superseded, the “Prospectus Directive”). Consequently no key information document required by Regulation (EU) No 1286/2014 (the “PRIIPs Regulation”) for offering or selling the Non-PD Index Linked Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Non-PD Index Linked Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.*

Amounts payable under the Non-PD Index Linked Notes may be calculated by reference to one or several specific benchmark(s), each of which are provided by an administrator. As at the date of this Information Memorandum, the specific benchmark(s) are not yet determined. The Pricing Supplement will set out under "Other Information – Statement on Benchmarks" the name of the specific benchmark(s) and the relevant administrator. They will further specify if the relevant administrator appears or does not appear to be on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("ESMA") pursuant to article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011) (the "BMR"). Transitional provisions in the Benchmark Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the applicable Final Terms. The registration status of any administrator under the BMR is a matter of public record and, save where required by applicable law, the Issuer does not intend to update the Final Terms to reflect any change in the registration status of the administrator.

The Non-PD Index Linked Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or with any securities regulatory authority of any state or other jurisdiction in the United States, and may include Non-PD Index Linked Notes in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, Non-PD Index Linked Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (each as defined in Regulation S under the Securities Act). For a description of certain restrictions on offers and sales of Non-PD Index Linked Notes and on distribution of this Information Memorandum or any Pricing Supplement, see "Offering and Sale".

Neither this Information Memorandum nor any information nor any document incorporated by reference herein is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer that any recipient of this Information Memorandum or any information or document incorporated by reference herein should purchase the Non-PD Index Linked Notes. Each potential purchaser of Non-PD Index Linked Notes should determine for itself the relevance of the information contained in this Information Memorandum or any other financial statements and its purchase of Non-PD Index Linked Notes should be based upon any such investigation as it deems necessary.

The Non-PD Index Linked Notes issued by the Issuer will not be deposit liabilities or protected accounts (as defined in the Banking Act 1959 (Cth) of Australia (the "**Banking Act**")) of the Issuer in Australia. A "**protected account**" is an account or a specified financial product: (i) where the Australian authorised deposit-taking institution ("**ADI**") is required to pay the account holder, on demand or at an agreed time, the net credit balance of the account; or (ii) otherwise prescribed by regulation. The Australian Treasurer has published a declaration of products described as protected accounts for the purposes of the Banking Act.

The Non-PD Index Linked Notes are not guaranteed or insured by any government, government agency or compensation scheme of Australia or any jurisdiction.

There are references in this Information Memorandum to the credit ratings of the Issuer and Non-PD Index Linked Notes. A credit rating is not a recommendation to buy, sell or hold the Non-PD Index Linked Notes and may be subject to revision, suspension or withdrawal at any time by the relevant rating agency.

Credit ratings in respect of the Non-PD Index Linked Notes or the Issuer are for distribution only to persons who are not a "retail client" within the meaning of section 761G of the Corporations Act 2001 of Australia and are also sophisticated investors, professional investors or other investors in respect of whom disclosure is not required under Part 6D.2 of the Corporations Act 2001 of Australia and, in all cases, in such circumstances as may be permitted by applicable law in any jurisdiction in which an investor 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.

The credit ratings of Australia and New Zealand Banking Group Limited referred to in this Information Memorandum have been issued by Standard & Poor's (Australia) Pty Limited ("**Standard & Poor's**"), Moody's Investors Service Pty Limited ("**Moody's**") and Fitch Australia Pty Limited ("**Fitch**"), none of which is established in the European Union and/or has applied for registration under Regulation (EC) No. 1060/2009 as amended by Regulation (EC) No. 513/2011 (the "**CRA Regulation**") but their credit ratings are endorsed on an ongoing basis by Standard & Poor's Credit Market Services Europe Limited, Moody's Investor Service Limited and Fitch Ratings Ltd, respectively, pursuant to and in accordance with the CRA

Regulation. Standard & Poor's Credit Market Services Europe Limited, Moody's Investor Service Limited and Fitch Ratings Ltd are established in the European Union and are registered under the CRA Regulation. All other credit ratings attributable to persons described in this Prospectus have been issued by Standard & Poor's, Moody's and/or Fitch.

Non-PD Index Linked Notes to be issued under the Programme may be rated or unrated. Where a Series of Non-PD Index Linked Notes is rated, the credit rating or expected credit rating will be specified in the relevant Pricing Supplement. Whether or not each credit rating applied for in relation to the relevant Series of Non-PD Index Linked Notes will be issued by a credit rating agency established in the European Union and registered under the CRA Regulation will be disclosed in the Pricing Supplement.

In general, European regulated investors are restricted from using a credit rating for regulatory purposes unless such credit rating is issued by a credit rating agency established in the European Union and registered under the CRA Regulation (and such registration has not been withdrawn or suspended) or issued by a credit rating agency established in a third country but whose credit ratings are endorsed by EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). The list of registered and certified rating agencies published by the European Securities and Markets Authority ("ESMA") on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list. Credit ratings are not a recommendation or suggestion, directly or indirectly, to any investor or any other person, to buy, sell, make or hold any investment, loan or security or to undertake any investment strategy with respect to any investment, loan or security for a particular investor (including without limitation, any accounting and/or regulatory treatment), or the tax-exempt nature or taxability of payments made in respect of any investment, loan or security. The rating agencies are not advisers and nor do the rating agencies provide investors or any other party any financial advice, or any legal, auditing, accounting, appraisal, valuation or actuarial services. A rating should not be viewed as a replacement for such advice or services. In connection with the issue of any Series of Non-PD Index Linked Notes, the Initial Dealer or Intermediaries (if any) named as the stabilising manager(s) (the "Stabilising Manager(s)", or persons acting on behalf of any Stabilising Manager(s)) in the process of the sale of the Series may over-allot Non-PD Index Linked Notes or effect transactions with a view to supporting the market price of the Non-PD Index Linked Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Series of Non-PD Index Linked Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Series of Non-PD Index Linked Notes and 60 days after the date of the allotment of the relevant Series of Non-PD Index Linked Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or person(s) acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

**Singapore SFA Product Classification:** - In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the "SFA") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "CMP Regulations 2018"), unless otherwise specified before an offer of Securities, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Securities are not 'prescribed capital markets products' (as defined in the CMP Regulations 2018) and are Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendation on Investment Products).

In this Information Memorandum, references to the "UK" are to the United Kingdom of Great Britain and Northern Ireland, references to "PRC" are to the People's Republic of China which, for the purpose of this Information Memorandum, shall exclude Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan. In this Information Memorandum, unless otherwise specified, references to "A\$", "\$", "dollars", "Australian dollars" or "€" are to the lawful currency of Australia, references to "NZ\$" are to the lawful currency of New Zealand, references to "euro" or "€" are to the currency introduced at the start of the third stage of European

*economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No. 974/98 of 3 May 1998 on the introduction of the euro, as amended from time to time, references to “Sterling” are to the lawful currency of the United Kingdom, references to “US\$” or “U.S. dollars” are to the lawful currency of the United States of America, references to “Yen” are to the lawful currency of Japan, and references to “Renminbi”, “RMB” and “CNY” are to the lawful currency of the PRC, and references to “Offshore RMB Securities” are to Non-PD Index Linked Notes denominated in Renminbi deliverable outside the PRC.*

***The Non-PD Index Linked Notes may not be a suitable investment for all investors.***

Each potential investor in any Non-PD Index Linked Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

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

The Non-PD Index Linked Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured and appropriate addition of risk to their overall portfolios. A potential investor should not invest in the Non-PD Index Linked Notes unless it has the expertise (either alone or with a financial adviser) to evaluate how the Non-PD Index Linked Notes will perform under changing conditions, the resulting effects on the value of the Non-PD Index Linked Notes and the impact this investment will have on the potential investor’s overall investment portfolio.

For the purposes of the issue of Non-PD Index Linked Notes:

(a) the sections of the Prospectus incorporated by reference herein shall be deemed to be amended as follows:

1. All references to the “Prospectus” shall be deemed to be references to the “Information Memorandum”.
2. All references to “Securities”, “Index Linked Notes” or “Notes” shall be deemed to be references to “Non-PD Index Linked Notes”; and

(b) the sections of the Programme Information Memorandum incorporated by reference herein shall be deemed to be amended insofar as all references to “Non-PD Securities” shall be deemed to be references to “Non-PD Index Linked Notes”.

## FORM OF PRICING SUPPLEMENT FOR NON-PD INDEX LINKED NOTES

**MIFID II product governance** – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Non-PD Index Linked Notes has led to the conclusion that: (i) the target market for the Non-PD Index Linked Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, “**MiFID II**”); and (ii) all channels for distribution of the Non-PD Index Linked Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Non-PD Index Linked Notes (a “**distributor**”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Non-PD Index Linked Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.

**PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Non-PD Index Linked Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2002/92/EC (as amended or superseded, the “**Insurance Mediation Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended or superseded, the “**Prospectus Directive**”). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended the “**PRIPs Regulation**”) for offering or selling the Non-PD Index Linked Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Non-PD Index Linked Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIPs Regulation.

[In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the “**SFA**”) and the Securities and Futures Act (Capital Market Products) Regulations 2018 of Singapore (the “**CMP Regulations 2018**”), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes [are] / [are not] prescribed capital markets products (as defined in the CMP Regulations 2018) and [are] [Excluded] / [Specified] Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendation on Investment Products.)<sup>1</sup>

Pricing Supplement dated [●]

**Australia and New Zealand Banking Group Limited**

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes] under the Markets Issuance Programme

**THIS PRICING SUPPLEMENT HAS NOT BEEN REVIEWED OR APPROVED BY THE UK LISTING AUTHORITY AND DOES NOT CONSTITUTE FINAL TERMS FOR THE PURPOSES OF THE PROSPECTUS DIRECTIVE.**

### **PART A — CONTRACTUAL TERMS**

Terms used herein shall be deemed to be defined as such for the purposes of the Base Note Conditions and the Base General Conditions set forth in the Information Memorandum dated 19 November 2018 [and the supplemental Information Memorandum dated [●]]. This document constitutes the Pricing Supplement of the Non-PD Index Linked Notes described herein and must be read in conjunction with such Information Memorandum [as so supplemented].

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<sup>1</sup> For any Notes to be offered to Singapore investors, the Issuer to consider whether it needs to re-classify the Notes pursuant to Section 309B of the SFA prior to the launch of the offer.

Full information on the Issuer and the offer of the Non-PD Index Linked Notes is only available on the basis of the combination of this Pricing Supplement and the Information Memorandum.

<b>1</b>	<b>Issuer</b>	Australia and New Zealand Banking Group Limited (acting through its [●] branch)
<b>2</b>	(i) [Series Number:] (ii) [Tranche Number:]	[●] [●]  [The Non-PD Index Linked Notes are to be consolidated and form a single Series with the [[●]] issued on [●] upon the [Issue Date][exchange of the Temporary Global Note for interests in the Permanent Global Note as referenced in paragraph [50] below[, which is expected to occur on or about [●]]
<b>3</b>	<b>Specified Currency or Currencies</b>	[●]
<b>4</b>	<b>Aggregate Nominal Amount</b> (i) [Series:] (ii) [Tranche:]	[●] [●] [●]
<b>5</b>	<b>Issue Price</b>	[●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [●]]
<b>6</b>	(i) Specified Denominations: (ii) Calculation Amount:	[●] [●]
<b>7</b>	(i) Issue Date: (ii) [Trade Date:] (iii) [Interest Commencement Date:]	[●] [●] [●]
<b>8</b>	<b>Maturity Date</b>	[●]
<b>9</b>	<b>Extension Business Days</b>	[●] Business Days
<b>10</b>	<b>Additional Conditions</b> Equity Linked Additional Conditions Index Linked Additional Conditions	Not Applicable Applicable
<b>11</b>	<b>Interest Basis</b>	[Index Linked Coupon 1] [Index Linked Coupon 2] [Index Linked Coupon 3] [Index Linked Coupon 4] [Index Linked Coupon 5] [Index Linked Coupon 6] [Index Linked Coupon 7] [Index Linked Coupon 8] [Index Linked Coupon 9]  (Further particulars specified below)
<b>12</b>	<b>Redemption/Payment Basis</b>	Index Linked
<b>13</b>	<b>Change of Interest or Redemption/Payment Basis</b>	Not Applicable

- 14 Alternative Currency Equivalent** [Not Applicable/Applicable]
- (i) [Alternative Currency: [●]]
  - (ii) Alternative Currency Adjudication Agent: [●]
  - (iii) Alternative Currency Calculation Agent: [●]
  - (iv) Rate Calculation Jurisdiction: [●]
  - (v) Rate Calculation Business Days: [●]
  - (vi) Specified Time: [●]
  - (vii) Scheduled Payment Currency Disruption Events: As specified in the Conditions [and] [●]
  - (viii) Settlement Rate Option: [●]
  - (ix) USD Settlement Rate Option: [●]
  - (x) Maximum Days of Postponement: [●]

**15 Put/Call Options** Not Applicable

**16 Status of the Notes** Senior

**17 Method of Distribution** [Syndicated][Non-syndicated]

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

**18 Fixed Rate Note Provisions** Not Applicable

**19 Floating Rate Note Provisions** Not Applicable

**20 Zero Coupon Note Provisions** Not Applicable

**21 Equity Linked Interest Provisions** Not Applicable

**22 Index Linked Interest Provisions** Applicable

**23 General Index Linked Note Provisions**

- (i) Type: [Single][Multi] Exchange Index Linked Notes
- (ii) Index: [●]
- (iii) Index Sponsor: [●]
- (iv) Exchange(s): [●]
- (v) Related Exchange(s): [●]
- (vi) Initial Index Level: [As defined in Index Linked Additional Condition 4.1(a)][●]
- (vii) Tenor: [●]
- (viii) Interest Payment Date(s): Each date falling [●] Business Days following the Observation Date(s) where  $t = [●]$
- (ix) Observation Date(s): The final Observation Date of Interest Year<sub>(0)</sub> is [●]  
Thereafter:

t	Observation Date (t)
[●]	[●]

[•]	[•]
[•]	[•]

(x) [Observation Time:]

[•]

**24 Index Linked Coupon 1**

(i) Floor Rate<sub>(i)</sub>:

Interest Year	Floor Rate
[•]	[•]
[•]	[•]
[•]	[•]

(ii) Participation Rate<sub>(i)</sub>:

Interest Year	Participation Rate
[•]	[•]
[•]	[•]
[•]	[•]

**25 Index Linked Coupon 2**

(i) Floor Rate<sub>(i)</sub>:

Interest Year	Floor Rate
[•]	[•]
[•]	[•]
[•]	[•]

(ii) Participation Rate<sub>(i)</sub>:

Interest Year	Participation Rate
[•]	[•]
[•]	[•]
[•]	[•]

(iii) Strike Level<sub>(i)</sub>:

Interest Year	Strike Level
[•]	[•]
[•]	[•]
[•]	[•]

**26 Index Linked Coupon 3**

(i) Floor Rate<sub>(i)</sub>:

Interest Year	Floor Rate
[•]	[•]
[•]	[•]
[•]	[•]

(ii) Participation Rate<sub>(i)</sub>:

Interest Year	Participation Rate
[•]	[•]
[•]	[•]
[•]	[•]



(iii) Strike Level<sup>(i)</sup>:

Interest Year	Strike Level
[•]	[•]
[•]	[•]
[•]	[•]

**27 Index Linked Coupon 4**

(i) Fixed Coupon<sup>(i)</sup>:

Interest Year	Fixed Coupon
[•]	[•]
[•]	[•]
[•]	[•]

(ii) Barrier<sup>(i)</sup>:

Interest Year	Barrier
[•]	[•]
[•]	[•]
[•]	[•]

(iii) Uplift Coupon<sup>(i)</sup>:

Interest Year	Uplift Coupon
[•]	[•]
[•]	[•]
[•]	[•]

**28 Index Linked Coupon 5**

(i) Floor Rate:

[•]

(ii) Participation Rate:

[•]

**29 Index Linked Coupon 6**

(i) Floor Rate:

[•]

(ii) Participation Rate:

[•]

(iii) Strike Level:

[•]

**30 Index Linked Coupon 7**

(i) Fixed Coupon:

[•]

(ii) Barrier:

[•]

(iii) Uplift Coupon:

[•]

**31 Index Linked Coupon 8**

(i) Interest Period Dates:

[•]

(ii) Fixed Coupon Period(s):

[•]

(iii) Fixed Coupon:

[•]

(iv) Day In Coupon<sup>(i)</sup>:

Interest Year	Day In Coupon
[•]	[•]
[•]	[•]
[•]	[•]

(v) Day Out Coupon<sup>(i)</sup>:

Interest Year	Day Out Coupon
[•]	[•]
[•]	[•]
[•]	[•]

(vi) Strike Level<sup>(i)</sup>:

Interest Year	Strike Level
[•]	[•]
[•]	[•]
[•]	[•]

### 32 Index Linked Coupon 9

(i) Cap<sup>(i)</sup>:

Interest Year	Cap
[•]	[•]
[•]	[•]
[•]	[•]

(ii) Participation Rate<sup>(i)</sup>:

Interest Year	Participation Rate
[•]	[•]
[•]	[•]
[•]	[•]

### 33 Observation Date Disruption

Specific Number

[•]

### PROVISIONS RELATING TO REDEMPTION

#### 34 Call Option

Not Applicable

#### 35 Put Option

Not Applicable

#### 36 Final Redemption Amount

Not Applicable, see paragraph 41 below

#### 37 Settlement

Settlement will be by way of cash payment

#### 38 Expenses

[•]

#### 39 Unwind Costs for Disruption Cash Settlement Price

[Applicable/Not Applicable]

#### 40 Issuer's option to vary settlement

The Issuer does not have the option to vary settlement in respect of the Non-PD Index Linked Notes pursuant to Base Note Condition 7(c).

#### 41 Equity Linked Redemption Provisions

Not Applicable, except as specified in the Index Linked Additional Conditions

#### 42 Index Linked Redemption Provisions

Applicable

Principal Protection Percentage:

[•]

#### 43 Relevant Assets

Not Applicable

#### 44 Additional Disruption Events

[Applicable/Not Applicable]

[Change in Law]

[Hedging Disruption]

		[Increased Cost of Hedging] [Increased Cost of Stock Borrow] [Insolvency Filing] [Loss of Stock Borrow]
<b>45</b>	<b>Early Redemption Amount</b> Early Redemption Amount(s) payable on redemption for: (a) an illegality or change in law; (b) taxation reasons or on event of default or other early redemption; (c) if so specified herein, following an Additional Disruption Event (if applicable) in accordance with Additional Condition 4.2(iv) ( <i>Occurrence of Additional Disruption Events</i> ); or (d) if so specified herein, following a Scheduled Payment Currency Disruption Event (if applicable) in accordance with Additional Condition 5.1 ( <i>Payment of Alternative Currency Equivalent</i> ):	As specified in the Base Note Conditions, as amended by the Index Linked Additional Conditions
<b>46</b>	<b>Early Redemption</b>	[Applicable/Not Applicable]
<b>47</b>	Unwind Costs	[Applicable/Not Applicable]
<b>48</b>	Disruption Cash Settlement Price Unwind Costs	[Applicable/Not Applicable]
<b>49</b>	Failure to Deliver Settlement Price Unwind Costs	Not Applicable
<b>GENERAL PROVISIONS APPLICABLE TO THE NOTES</b>		
<b>50</b>	<b>Form of Notes</b>	<b>Bearer Notes:</b>  [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on [●] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note]  [Temporary Global Note exchangeable for Definitive Notes on [●] days' notice]  [Permanent Global Note exchangeable for Definitive Notes on [●] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note]  [Registered Notes – Global Note Certificate[s]] – [Euroclear/Clearstream Luxembourg]
<b>51</b>	<b>New Global Note</b>	[Yes] [No]
<b>52</b>	<b>Additional Financial Centre(s) or other special provisions relating to payment dates</b>	[Not Applicable] [●]

- |    |   |   |
|----|---|---|
| 53 | <b>Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature)</b>   | [No] [Yes, ●]   |
| 54 | <b>Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made [and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment]</b> | [Not Applicable] [●]  |
| 55 | <b>Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made</b>  | [Not Applicable] [●]  |
| 56 | <b>Redenomination, renominatisation and reconventioning provisions</b>  | [Not Applicable/The provisions annexed to these Final Terms apply]                          |
| 57 | <b>Consolidation provisions</b>   | [Not Applicable/The provisions in Base General Condition 2 ( <i>Further Issues</i> ) apply] |

**DISTRIBUTION**

- |    |  |   |
|----|--|---|
| 58 | <b>Names and addresses of Managers/ Intermediary</b> | [Not Applicable] [●]  |
| 59 | <b>Date(s) of underwriting commitments</b>           | [●]   |
| 60 | <b>Date of Subscription Agreement</b>                | [●]   |
| 61 | <b>U.S. Selling Restrictions</b>                     | [Reg S Category 2; TEFRA C/TEFRA D/TEFRA Not Applicable]  |
| 62 | <b>Non-exempt Offer</b>                              | An offer of the Notes may be made by the Managers [and [●]] other than pursuant to Article 3(2) of the Prospectus Directive in [●] during the period from [●] until [●] |
| 63 | <b>Additional selling restrictions</b>               | [Not Applicable] [●]  |

**[THIRD PARTY INFORMATION**

The Initial Index Level has been extracted from [●]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By:

.....

Duly authorised

## PART B — OTHER INFORMATION

### 1 Ratings

Ratings: [The Notes to be issued have not been rated]  
[The Notes to be issued have been rated:  
[S & P: [●]]  
[Moody's: [●]]  
[[Fitch]: [●]]  
[and endorsed by [●]]

### 2 Interests of Natural and Legal Persons involved in the [Issue/Offer]

Save as discussed in “*Offering and Sale*”, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.

### 3 Reasons for the Offer, Estimated Net Proceeds and Total Expenses

- (i) Reasons for the offer and use of [●]  
proceeds:
- (ii) Estimated net proceeds: [●]
- (iii) Estimated total expenses: [●]

### 4 Historic Index Levels

Details of historic levels of the Index and its volatility can be found at [●].

### 5 Operational Information

ISIN Code: [●]/[Not Applicable]

Common Code: [●]

Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme and the relevant identification number(s): [Not Applicable] [●]

Delivery: Delivery [against/free of] payment

Names and addresses of additional Paying Agent(s) (if any): [●]/[Not Applicable]

### 6 [Statement on Benchmarks]

Amounts payable under the Non-PD Index Linked Notes may be calculated by reference to [specify benchmark], which is provided by [administrator legal name]][repeat as necessary]. As at the date of this Pricing Supplement, [[administrator legal name] [appears][does not appear]][repeat as necessary] on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority (“**ESMA**”) pursuant to article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011) (the “**BMR**”).]