

**Execution version**

Dated 23 June 2023

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**AMENDED AND RESTATED AGENCY  
AGREEMENT**

**US\$7,000,000,000 GLOBAL MEDIUM TERM NOTE  
PROGRAMME OF**

**TÜRKİYE VAKIFLAR BANKASI T.A.O.**

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**MAYER | BROWN**

**LONDON**

## CONTENTS

Clause	Page
1. Definitions and interpretation .....	1
2. Appointment of Agents .....	10
3. Issue of Global Notes .....	12
4. Exchange of Global Notes .....	15
5. Issue of Regulation S Notes in definitive form.....	17
6. Terms of issue .....	17
7. Payments .....	19
8. Determinations and notifications in respect of Notes and interest determination .....	27
9. Notice of any withholding or deduction .....	30
10. Other duties of the Registrar .....	31
11. Duties of the Transfer Agents .....	33
12. Regulations for transfers of Registered Notes .....	33
13. Duties of the Agents in connection with early redemption.....	34
14. Receipt and publication of notices .....	35
15. Cancellation of Notes, Receipts, Coupons and Talons .....	35
16. Issue of Replacement Notes, Receipts, Coupons and Talons .....	36
17. Copies of documents available for inspection .....	38
18. Meetings of Noteholders .....	38
19. Remuneration and indemnification of the agents .....	38
20. Responsibility of the Agents .....	39
21. Conditions of Appointment.....	40
22. Communications among the Parties.....	42
23. Termination of Appointments.....	42
24. Communications .....	45
25. Taxes and stamp duties .....	46
26. Electronic communications.....	46
27. Amendments .....	46
28. Contracts (Rights of Third Parties) Act 1999 .....	47
29. Governing law and submission to jurisdiction.....	47
30. General.....	48
31. Recognition of Bail-in.....	48
32. Sanctions .....	49
 <b>Schedules</b>	
1. Form of Calculation Agency Agreement .....	52
2. Terms and Conditions of the Notes .....	63
3. Form of Deed of Covenant .....	130

## CONTENTS

Clause	Page
4. Form of Put Notice/Change of Control Put Exercise Notice for Notes in definitive form .....	134
5. Provisions for meetings of Noteholders.....	136
6. Forms of Global and Definitive Notes, Receipts, Coupons and Talons .....	145
7. Form of Deed Poll.....	193
8. Form of Transfer Certificate .....	198
9. Form of IAI Investment Letter.....	201
10. Register and Transfer of Registered Notes .....	204
11. Additional duties of the Fiscal Agent and the Registrar .....	206

**THIS AGREEMENT** (this "**Agreement**") is dated 23 June 2023 and made between:

- (1) **TÜRKİYE VAKIFLAR BANKASI T.A.O.** (the "**Issuer**");
- (2) **THE BANK OF NEW YORK MELLON, LONDON BRANCH** as fiscal and principal paying agent (the "**Fiscal Agent**") and as exchange agent (the "**Exchange Agent**"), which expression, in each case, shall include any successor fiscal and principal paying agent or exchange agent appointed under Clause 23 and, together with any further or other paying agents appointed from time to time in respect of the Notes, the "**Paying Agents**");
- (3) **THE BANK OF NEW YORK MELLON SA/NV, LUXEMBOURG BRANCH** (the "**Registrar**", which expression shall include any successor registrar appointed under Clause 23); and
- (4) **THE BANK OF NEW YORK MELLON** (together with the Registrar, the "**Transfer Agents**", which expression shall include any additional or successor transfer agent appointed under Clause 23 and "**Transfer Agent**" shall mean any of the Transfer Agents).

**WHEREAS:**

- (1) The Issuer and the parties hereto entered into an amended and restated agency agreement dated 10 May 2022 (the "**Original Agency Agreement**") in respect of the Issuer's Global Medium Term Note Programme (the "**Programme**").
- (2) The parties hereto have agreed to make certain modifications to the Original Agency Agreement.
- (3) This Agreement amends and restates the Original Agency Agreement. Any Notes issued under the Programme on or after the date hereof shall have the benefit of this Agreement. This Agreement does not affect any Notes issued under the Programme prior to the date of this Agreement. The Original Agency Agreement, as amended and restated by this Agreement, is referred to as the "**Agency Agreement**".

**IT IS AGREED that:**

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

"**Agent**" means the Fiscal Agent, each of the Paying Agents and Transfer Agents, the Registrar and the Exchange Agent;

"**Authorised Person**" means any person who is designated in writing by the Issuer from time to time pursuant to Clause 21(i) to give Instructions to the Agents under the terms of this Agreement;

"**Bearer Notes**" means those of the Notes that are in bearer form;

"**Calculation Agency Agreement**" in relation to any Series of Notes means an agreement in or substantially in the form of Part 1 of Schedule 1;

"**Calculation Agent**" means, in relation to the Notes of any Series, the person appointed as calculation agent in relation to such Notes by the Issuer pursuant to the provisions of a

Calculation Agency Agreement (or any other agreement) and shall include any successor calculation agent appointed in respect of the Notes;

**"CGN"** means a Temporary Bearer Global Note or a Permanent Bearer Global Note, in either case with respect to which the applicable Final Terms specify the Notes represented thereby as being in CGN form;

**"Clearstream, Luxembourg"** means Clearstream Banking S.A.;

**"Code"** means the US Internal Revenue Code of 1986;

**"Conditions"** means, in relation to the Notes of any Series, the terms and conditions endorsed on, attached to or incorporated by reference into the Note or Notes constituting such Series, the terms and conditions being in or substantially in the form set out in Schedule 2 as amended, supplemented, replaced or completed by any applicable Final Terms, or in such other form (including, *inter alia*, a section of the Drawdown Prospectus for an applicable Series of Notes), having regard to the terms of the Notes of the relevant Series, as may be agreed among the Issuer, the Fiscal Agent or the Registrar, as the case may be, and the relevant Dealer(s) or investor(s) (as the case may be) (as supplemented by the applicable Final Terms, a supplement to the Base Prospectus or a Drawdown Prospectus, as appropriate);

**"Coupon"** means an interest coupon appertaining to a Definitive Bearer Note (other than a Zero Coupon Note), the coupon being:

- (a) if appertaining to a Fixed Rate Note, in the form or substantially in the form set out in Part VA of Schedule 6 or in such other form, having regard to the terms of issue of the Notes of the relevant Series, as may be agreed among the Issuer, the Fiscal Agent and the relevant Dealer(s) or investor(s) (as the case may be);
- (b) if appertaining to a Floating Rate Note, in the form or substantially in the form set out in Part VB of Schedule 6 or in such other form, having regard to the terms of issue of the Notes of the relevant Series, as may be agreed among the Issuer, the Fiscal Agent and the relevant Dealer(s) or investor(s) (as the case may be); or
- (c) if appertaining to a Definitive Bearer Note that is neither a Fixed Rate Note nor a Floating Rate Note, in such form as may be agreed among the Issuer, the Fiscal Agent and the relevant Dealer(s) or investor(s) (as the case may be),

and includes, where applicable, the Talon(s) appertaining to the relevant Note and any replacements for Coupons and Talons issued pursuant to Condition 12 (*Replacement of Notes, Coupons and Talons*);

**"Couponholder"** means a person who is for the time being a holder of a Coupon and shall, unless the context otherwise requires, include the holder of a Talon;

**"Currency Conversion Notes"** means any Series of DTC Notes denominated in a Specified Currency other than US Dollars and any other Series of Notes, the terms of which entitle the relevant Noteholders to exercise a USD Payment Election in accordance with Condition 7.9;

**"Deed of Covenant"** means the deed of covenant dated 2 May 2018 (as amended, supplemented and/or restated from time to time), substantially in the form set out in Schedule 3, executed as a deed by the Issuer in favour of certain accountholders with DTC, Euroclear, Clearstream, Luxembourg and any other agreed clearing system;

**"Deed Poll"** means the deed poll dated 2 May 2018 (as amended, supplemented and/or restated from time to time), substantially in the form set out in Schedule 7, executed as a deed by the Issuer in favour of the holders of the Rule 144A Notes (or any beneficial interest therein) or any prospective purchasers of the Rule 144A Notes (or beneficial interests therein) designated by any holder of a Rule 144A Note (or beneficial interests therein);

**"Definitive Bearer Note"** means a Bearer Note in definitive form issued or, as the case may require, to be issued by the Issuer in accordance with the provisions of the Programme Agreement or any other agreement between/among the Issuer and the relevant Dealer(s) or investor(s) (as the case may be) in exchange for all or part of a Global Note in bearer form, the Definitive Bearer Note being in or substantially in the form set out in Part IV of Schedule 6 with such modifications (if any) as may be agreed among the Issuer, the Fiscal Agent and the relevant Dealer(s) or such investor(s) and having the Conditions endorsed on it or, if permitted by the relevant authority or authorities and agreed by the Issuer and the relevant Dealer(s) or investor(s) (as the case may be), incorporated into it by reference and having the applicable Final Terms (or the relevant provisions of the applicable Final Terms) either incorporated into it or endorsed on it and (except in the case of a Zero Coupon Note) having Coupons and, where appropriate, Receipts and/or Talons attached to it on issue;

**"Definitive Note"** means a Definitive Bearer Note or Definitive Registered Note;

**"Definitive Registered Note"** means a Registered Note in definitive form issued or, as the case may require, to be issued by the Issuer in accordance with the provisions of the Programme Agreement or any other agreement between/among the Issuer and the relevant Dealer(s) or investor(s) (as the case may be) either on issue or in exchange for all or part of a Registered Global Note, the Registered Note in definitive form being in or substantially in the form set out in Part VIII of Schedule 6 with such modifications (if any) as may be agreed among the Issuer, the Fiscal Agent and the relevant Dealer(s) or investor(s) (as the case may be) and having the Conditions endorsed on it or attached to it or, if permitted by the relevant authority or authorities and agreed by the Issuer and the relevant Dealer(s) or investor(s) (as the case may be), incorporated into it by reference and having the applicable Final Terms (or the relevant provisions of the applicable Final Terms) either incorporated into it or endorsed upon it or attached to it;

**"Distribution Compliance Period"** has, with respect to any Regulation S Note, the applicable meaning given to that term in Regulation S under the Securities Act;

**"Drawdown Prospectus"** means a prospectus or offering circular prepared in connection with the issue of a particular Tranche of Notes under the Programme and, if such Tranche of Notes is intended to be listed on any regulated market of a European Economic Area Member State for the purposes of MiFID II (as defined below) or offered to the public in a European Economic Area Member State, in each case, in circumstances that require the publication of a prospectus under the Prospectus Regulation, that constitutes a valid prospectus in accordance with the requirements of the Prospectus Regulation, which prospectus or offering circular may incorporate terms and conditions and provisions of, and information set out in, the Base Prospectus and also include final terms and specific risk factors, if appropriate, and as revised, supplemented or amended by the Issuer in accordance with sub-clause 5.2 (*Updating of Base Prospectus*) of the Programme Agreement;

**"DTC"** means The Depository Trust Company;

**"Electronic Means"** mean the following communications methods: (i) non-secure methods of transmission or communication such as e-mail and facsimile transmission and (ii) secure electronic transmission containing applicable authorisation codes, passwords and/or authentication keys issued by the Agents, or another method or system specified by the Agents as available for use in connection with its services set out in this Agreement;

**"EURIBOR"** means the Euro-zone interbank offered rate;

**"Euroclear"** means Euroclear Bank SA/NV;

**"Eurosystem-eligible NGN"** means a NGN that is intended to be held in a manner that would allow Eurosystem eligibility, as confirmed in writing by the Issuer to Euroclear and Clearstream, Luxembourg on the day prior to the issue of any Series of Notes;

**"FATCA Withholding Tax"** means any withholding or deduction pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations or agreements thereunder or official interpretations thereof ) or any intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any law, rule or official practice implementing such an intergovernmental agreement);

**"Fixed Rate Note"** means a Note on which interest is calculated at a fixed rate payable in arrear on one or more Interest Payment Dates in each year as may be agreed between/among the Issuer and the relevant Dealer(s) or investor(s) (as the case may be), as indicated in the applicable Final Terms;

**"Floating Rate Note"** means a Note on which interest is calculated at a floating rate, payable in arrear on one or more Interest Payment Dates in each year as may be agreed between/among the Issuer and the relevant Dealer(s) or investor(s) (as the case may be), as indicated in the applicable Final Terms;

**"Global Note"** means a Temporary Bearer Global Note, a Permanent Bearer Global Note, a Regulation S Global Note, a Rule 144A Global Note or an IAI Global Note, as the context may require;

**"IAI Global Note"** means a Registered Global Note in or substantially in the form set out in Part III of Schedule 6 together with the copy of the applicable Final Terms endorsed upon or attached to it with such modifications (if any) as may be agreed among the Issuer, the Fiscal Agent and the relevant investor(s), comprising some or all of the Registered Notes of the same Series issued by the Issuer to Institutional Accredited Investors (in reliance upon Section 4(a)(2) of the Securities Act) under the Programme Agreement or any other agreement between/among the Issuer and the relevant investor(s);

**"IAI Investment Letter"** means a letter from an Institutional Accredited Investor in or substantially in the form set out in Schedule 9;

**"Instructions"** means any written notices, directions or instructions received by the applicable Agent(s) from an Authorised Person or from a person reasonably believed by the applicable Agent(s) to be an Authorised Person;

**"Interest Commencement Date"** means, in the case of an interest-bearing Note, the date specified in the applicable Final Terms from and including which such Note bears interest, which may or may not be the Issue Date in respect of such Note;

**"Issue Date"** means, in respect of any Note, the date of issue and purchase of such Note under Clause 2 of the Programme Agreement or any other agreement between/among the Issuer and the relevant Dealer(s) or investor(s) (as the case may be); *it being understood* that, in the case of any Definitive Note represented initially by a Global Note, its Issue Date shall be the same date as such date of issue and purchase of such Global Note;

**"Issue Price"** means, in respect of any Note, the price, generally expressed as a percentage of the nominal amount of such Note, at which such Note will be issued;

**"NGN"** means a Temporary Bearer Global Note or a Permanent Bearer Global Note, in either case with respect to which the applicable Final Terms specify the Notes represented thereby as being in NGN form;

**"NSS"** means the "new safekeeping structure" for registered global securities that are intended to constitute eligible collateral for Eurosystem monetary policy operations;

**"outstanding"** means, in relation to the Notes of any Series, all the Notes of such Series issued other than:

- (a) those Notes that have been redeemed and cancelled pursuant to the applicable Conditions;
- (b) those Notes in respect of which the date for redemption in accordance with the applicable Conditions has occurred and the redemption moneys (including all interest (if any) accrued to the date for redemption and any interest (if any) payable under the applicable Conditions after that date) have been duly paid to or to the order of the Fiscal Agent in the manner provided in this Agreement (and where appropriate notice to that effect has been given to the Noteholders in accordance with the applicable Conditions) and remain available for payment against surrender of the relevant Notes, Receipts and/or Coupons;
- (c) those Notes that have been purchased and cancelled in accordance with the applicable Conditions;
- (d) those Notes in respect of which claims have become prescribed under the applicable Conditions;
- (e) those mutilated or defaced Notes that have been surrendered and cancelled and in respect of which replacements have been issued under the applicable Conditions;
- (f) for the purpose only of ascertaining the nominal amount of the Notes outstanding and without prejudice to the status for any other purpose of the relevant Notes, those Notes that are alleged to have been lost, stolen or destroyed and in respect of which replacements have been issued under the applicable Conditions;
- (g) any Temporary Bearer Global Note to the extent that it has been exchanged for Definitive Bearer Notes or a Permanent Bearer Global Note and any Permanent Bearer Global Note to the extent that it has been exchanged for Definitive Bearer Notes, in each case under its provisions;
- (h) those Rule 144A Notes that have been exchanged for Regulation S Notes and those Regulation S Notes that have been exchanged for Rule 144A Notes, in each case under the applicable Conditions and this Agreement; and



- (i) any Registered Global Note to the extent that it has been exchanged for Definitive Registered Notes and any Definitive Registered Note to the extent it has been exchanged for an interest in a Registered Global Note;

*provided* that solely for the purpose of:

- (i) attending and voting at any meeting of the Noteholders of such Series, passing an Extraordinary Resolution (as defined in Schedule 5) in writing or an Extraordinary Resolution by way of electronic consents given through the relevant clearing systems as envisaged by Schedule 5; and
- (ii) determining how many and which Notes of such Series are for the time being outstanding for the purposes of Condition 16 (*Meetings of Noteholders and Modifications*) and paragraphs 8, 12 and 13 of Schedule 5,

those Notes (if any) that are for the time being held by or for the benefit of the Issuer or any Subsidiary of the Issuer shall (unless and until ceasing to be so held) be deemed not to remain outstanding;

**"Paying Agents"** means the Fiscal Agent, the Registrar and any additional or successor paying agent appointed under Clause 24 and **"Paying Agent"** shall mean any of the Paying Agents;

**"Permanent Bearer Global Note"** means a global note in the form or substantially in the form set out in Part II of Schedule 6 together with the copy of the applicable Final Terms endorsed upon or attached to it with such modifications (if any) as may be agreed among the Issuer, the Fiscal Agent and the relevant Dealer(s) or investor(s) (as the case may be), comprising some or all of the Bearer Notes of the same Series issued by the Issuer under the Programme Agreement or any other agreement between/among the Issuer and the relevant Dealer(s) or investor(s) (as the case may be);

**"Participating FFI"** means a "foreign financial institution" as defined under the Code that is a "participating foreign financial institution" as from the effective date of withholding on "passthru payments" (as such term is defined pursuant to Sections 1471 through 1474 of the Code and any regulations thereunder or official interpretations thereof);

**"Procedures Memorandum"** means the Operating and Administrative Procedures Memorandum dated 23 June 2023, as amended or varied from time to time including, in respect of any Tranche, by agreement among the Issuer and the relevant Dealer(s) or, if there is one, Lead Manager with the approval of the Fiscal Agent and, if applicable, the Registrar;

**"Programme Agreement"** means the amended and restated programme agreement dated 23 June 2023 (as amended, supplemented and/or restated from time to time) among the Issuer and the Dealers named in it;

**"Put Notice"** means a notice in the form set out in Schedule 4;

**"QIB"** means a "qualified institutional buyer" within the meaning of Rule 144A;

**"Receipt"** means a receipt attached on issue to a Definitive Bearer Note redeemable in instalments for the payment of an instalment of principal, the receipt being in or substantially in the form set out in Part VI of Schedule 6 or in such other form as may be agreed among the Issuer, the Fiscal Agent and the relevant Dealer(s) or Direct Investor(s) (as the case may be)

and includes any replacements for Receipts issued pursuant to Condition 12 (*Replacement of Notes, Coupons and Talons*);

**"Receiptholder"** means a person who is for the time being a holder of a Receipt;

**"Reference Banks"** means, in the case of a determination of:

- (a) EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone interbank market;
- (b) HIBOR, the principal Hong Kong office of four major banks in the Hong Kong interbank market;
- (c) CNH HIBOR, the principal Hong Kong office of four major banks in the Hong Kong interbank market;
- (d) ROBOR, the principal Bucharest office of four major banks in the Romanian interbank market;
- (e) PRIBOR, the principal Prague office of four major banks in the Prague interbank market;
- (f) SIBOR, the principal Singapore office of four major banks in the Singapore interbank market;
- (g) NIBOR, the principal Oslo office of four major banks in the Norwegian interbank market; and
- (h) WIBOR, the principal Warsaw office of four major banks in the Warsaw interbank market,

and in the case of a determination of a Reference Rate that is not EURIBOR, HIBOR, CNH HIBOR, ROBOR, PRIBOR, SIBOR, NIBOR or WIBOR, the principal office of four major banks in the interbank market of the Relevant Financial Centre, in each case as selected by the Issuer or as otherwise specified in the applicable Final Terms;

**"Registered Global Note"** means a Regulation S Global Note, a Rule 144A Global Note or an IAI Global Note;

**"Registered Notes"** means those of the Notes that are in registered form;

**"Regulation S"** means Regulation S under the Securities Act;

**"Regulation S Global Note"** means a Registered Global Note in or substantially in the form set out in Part III of Schedule 6 together with the copy of the applicable Final Terms endorsed upon or attached to it with such modifications (if any) as may be agreed among the Issuer, the Fiscal Agent and the relevant Dealer(s) or investor(s) (as the case may be), comprising some or all of the Registered Notes of the same Series issued by the Issuer outside the United States to non-U.S. persons (as defined in Regulation S) in reliance upon Regulation S under the Programme Agreement or any other agreement between/among the Issuer and the relevant Dealer(s) or investor(s) (as the case may be);

**"Regulation S Notes"** means Notes which are sold initially in offshore transactions to non-U.S. persons in reliance on Regulation S, including those Notes which have been exchanged for such Notes under the Conditions and this Agreement;

**"Rule 144A Global Note"** means a Registered Global Note in or substantially in the form set out in Part III of Schedule 6 together with the copy of the applicable Final Terms endorsed upon or attached to it with such modifications (if any) as may be agreed among the Issuer, the Fiscal Agent and the relevant Dealer(s), comprising some or all of the Registered Notes of the same Series sold in their initial distribution to QIBs in reliance upon Rule 144A under the Programme Agreement or any other agreement between/among the Issuer and the relevant Dealer(s);

**"Rule 144A Notes"** means Notes that were distributed initially in reliance on Rule 144A to QIBs (or person(s) purchasing on behalf of one or more QIBs), including those Notes which have been exchanged for such Notes under the Conditions and this Agreement;

**"Sanctions"** means U.S. sanctions administered by OFAC, or any similar sanctions or measures imposed by the U.S., the United Nations, the United Kingdom, the European Union, His Majesty's Treasury, or any other relevant governmental, regulatory or law enforcement agency;

**"Specified Time"** means, with respect to a Tranche of Notes, the time specified as such in the applicable Final Terms;

**"Subsidiary"** means, in relation to the Issuer, any company: (a) in which the Issuer holds a majority of the voting rights, (b) of which the Issuer is a member and has the right to appoint or remove a majority of the board of directors or (c) of which the Issuer is a member and controls a majority of the voting rights, and includes any company that is a Subsidiary of a Subsidiary of the Issuer;

**"Talon"** means a talon attached on issue to a Definitive Bearer Note (other than a Zero Coupon Note) that is exchangeable in accordance with its provisions for further Coupons appertaining to such Note, the talon being in or substantially in the form set out in Part VII of Schedule 6 or in such other form as may be agreed among the Issuer, the Fiscal Agent and the relevant Dealer(s) or investor(s) (as the case may be) and includes any replacements for Talons issued pursuant to Condition 12 (*Replacement of Notes, Coupons and Talons*);

**"Temporary Bearer Global Note"** means a global note in the form or substantially in the form set out in Part I of Schedule 6 together with the copy of the applicable Final Terms endorsed upon or attached to it with such modifications (if any) as may be agreed among the Issuer, the Fiscal Agent and the relevant Dealer(s) or investor(s) (as the case may be), comprising some or all of the Bearer Notes of the same Series issued by the Issuer under the Programme Agreement or any other agreement between/among the Issuer and the relevant Dealer(s) or investor(s) (as the case may be);

**"Transfer Certificate"** means a certificate in the form set out in Schedule 8; and

**"Zero Coupon Note"** means a Note on which no interest is payable.

## 1.2 Construction and interpretation

- (a) In this Agreement, unless the contrary intention appears, a reference to:
  - (i) an "**amendment**" includes a supplement, restatement or novation and "**amended**" is to be construed accordingly;
  - (ii) a "**person**" includes: (A) any individual, company, unincorporated association, government, state agency, international organisation or other entity and (B) its successors and assigns;
  - (iii) the "**records**" of DTC, Euroclear or Clearstream, Luxembourg shall be to the records that DTC, Euroclear or Clearstream, Luxembourg, as the case may be, holds for its customers that reflect the amount of such customer's interest in Notes;
  - (iv) a Clause or schedule is a reference to a Clause of, or a schedule to, this Agreement;
  - (v) a document or any provision of a document is a reference to that document or provision as amended from time to time; and
  - (vi) a time of day is a reference to London time.
- (b) The headings in this Agreement do not affect its interpretation.
- (c) In this Agreement:
  - (i) words denoting the singular shall include the plural and *vice versa*; and
  - (ii) words denoting one gender only shall include the other gender.
- (d) Terms defined in the Programme Agreement, the Conditions or the Notes or used in the applicable Final Terms shall have the same meanings in this Agreement, except where the context otherwise requires.
- (e) All references to an amount falling due in respect of a Note shall be deemed to include any amounts that are expressed to be payable under such Note.
- (f) All references in this Agreement to costs, charges or expenses shall include any value added tax or similar tax charged or chargeable in respect thereof.
- (g) All references in this Agreement to principal and/or interest or both in respect of the Notes or to any moneys payable by the Issuer under this Agreement shall be construed in accordance with Condition 7 (*Payments*).
- (h) All references in this Agreement to the "relevant currency" shall be construed as references to the currency in which payments in respect of the relevant Notes and/or Coupons are to be made.
- (i) All references in this Agreement to any statute or any provision of any statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any

statutory instrument, order or regulation made thereunder or under any such modification or re-enactment.

- (j) All references to Notes that are to have a "listing" or to be "listed" (i) on Euronext Dublin, shall be construed to mean that such Notes have been admitted to the official list maintained by Euronext Dublin (the "**Official List**") and admitted to trading on Euronext Dublin's regulated market; (ii) on any other Stock Exchange in a jurisdiction within the European Economic Area, shall be construed to mean that the Notes have been admitted to trading on a market within that jurisdiction that is a regulated market for the purposes of Directive 2014/65/EU (as amended, "**MiFID II**"); and (iii) on any other market or exchange that does not constitute a regulated market for the purposes of MiFID II, shall be construed to mean that the Notes have been admitted to trading on the relevant market in accordance with the rules and regulations applicable to such market.
- (k) All references in this Agreement to DTC, Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer and the Fiscal Agent.
- (l) For the purposes of this Agreement, the Notes of each Series shall form a separate series of Notes and the provisions of this Agreement shall apply *mutatis mutandis* separately and independently to the Notes of each Series and in this Agreement the expressions "Notes", "Noteholders", "Receipts", "Receipholders", "Coupons", "Couponholders", "Talons" and related expressions shall be construed accordingly.

## 2. **APPOINTMENT OF AGENTS**

### 2.1 **Appointment of Fiscal Agent**

The Fiscal Agent is appointed, and the Fiscal Agent agrees to act, as agent of the Issuer, upon the terms and subject to the conditions set out below, for the following purposes:

- (a) completing, authenticating and delivering Temporary Bearer Global Notes and Permanent Bearer Global Notes (either manually or electronically) and (if required) authenticating and delivering Definitive Bearer Notes;
- (b) giving effectuation instructions in respect of each Global Note that is a Eurosystem-eligible NGN;
- (c) giving effectuation instructions and electing a common safekeeper in respect of each Registered Global Note that is held under the NSS;
- (d) exchanging Temporary Bearer Global Notes for Permanent Bearer Global Notes or Definitive Bearer Notes, as the case may be, in accordance with the terms of such Temporary Bearer Global Notes and, in respect of such exchange: (i) making all notations on Global Notes that are CGNs as required by their terms and (ii) instructing Euroclear and Clearstream, Luxembourg to make appropriate entries in their records in respect of all Global Notes that are NGNs;
- (e) exchanging Permanent Bearer Global Notes for Definitive Bearer Notes in accordance with the terms of such Permanent Bearer Global Notes and, in respect of such exchange: (i) making all notations on such Permanent Bearer Global Notes that are CGNs as required by their terms and (ii) instructing Euroclear and Clearstream,

Luxembourg to make appropriate entries in their records in respect of all Permanent Global Notes that are NGNs;

- (f) paying sums due on Bearer Notes, Receipts and Coupons and instructing Euroclear and Clearstream, Luxembourg to make appropriate entries in their records in respect of all Temporary Bearer Global Notes and Permanent Bearer Global Notes that are NGNs;
- (g) exchanging Talons for Coupons in accordance with the applicable Conditions;
- (h) unless otherwise specified in the applicable Final Terms, determining the interest and/or other amounts payable in respect of the applicable Notes in accordance with the applicable Conditions;
- (i) arranging on behalf of and at the expense of the Issuer for notices to be communicated to the Noteholders in accordance with the Conditions;
- (j) ensuring that, as directed by the Issuer, all necessary action is taken to comply with any reporting requirements of any competent authority in respect of any relevant currency as may be in force from time to time with respect to the Notes;
- (k) subject to the Procedures Memorandum, submitting to the relevant authority or authorities such number of copies of each Final Terms that relates to Notes that are to be listed as the relevant authority or authorities may require;
- (l) acting as Calculation Agent in respect of Notes where named as such in the applicable Final Terms; and
- (m) performing all other obligations and duties imposed upon it by the Conditions, this Agreement and the Procedures Memorandum.

## **2.2 Appointment of the Paying Agents**

Each Paying Agent is appointed, and each Paying Agent agrees to act, as paying agent of the Issuer, upon the terms and subject to the conditions set out below, for the purposes of paying sums due on any Notes, Receipts and Coupons and performing all other obligations and duties imposed upon it by the Conditions and this Agreement.

## **2.3 Appointment of the Transfer Agent**

Each Transfer Agent is appointed, and each Transfer Agent agrees to act, as transfer agent of the Issuer, upon the terms and subject to the conditions set out below, for the purposes of effecting transfers of Definitive Registered Notes and performing all the other obligations and duties imposed upon it by the Conditions and this Agreement.

## **2.4 Appointment of the Exchange Agent**

The Exchange Agent is appointed, and the Exchange Agent agrees to act, as exchange agent of the Issuer, upon and subject to the terms and conditions set out below, for the purposes of effecting the conversion of non-US Dollar payments with respect to the Notes into US Dollars and performing all other obligations and duties imposed upon it by the Conditions and this Agreement.

## 2.5 Appointment of the Registrar

The Registrar is appointed, and the Registrar agrees to act, as registrar of the Issuer, upon the terms and subject to the conditions set out below, for the following purposes:

- (a) completing, authenticating (either manually or electronically) and delivering Registered Notes (whether Definitive Registered Notes or represented by a Registered Global Note);
- (b) paying sums due on Registered Notes; and
- (c) performing all the other obligations and duties imposed upon it by the Conditions, this Agreement and the Procedures Memorandum, including, without limitation, those set out in Clause 10.

## 2.6 Delegation by the Registrar

The Registrar may from time to time, subject to the prior written consent of the Issuer, delegate certain of its functions and duties set out in this Agreement to the Fiscal Agent.

## 2.7 Agent's obligations

- (a) The obligations of the Agents under this Agreement are several and not joint.
- (b) In relation to: (i) each issue of Eurosystem-eligible NGNs and (ii) each issue of Notes intended to be held under the NSS, the Issuer hereby authorises and instructs the Fiscal Agent to elect Euroclear or Clearstream Luxembourg as common safekeeper. From time to time, the Issuer and the Fiscal Agent may agree to vary this election. The Issuer acknowledges that any such election is subject to the right of Euroclear and Clearstream, Luxembourg to determine jointly which of them shall act as common safekeeper in relation to any such issue and agrees that no liability shall attach to the Fiscal Agent in respect of any such election made by it.
- (c) Notwithstanding any other provisions of this Clause 2, no Agent appointed pursuant to this Agreement shall be required to act as Calculation Agent in respect of any Notes in relation to which the applicable Final Terms specifies TLREF as the Reference Rate (and shall not, accordingly, be named as Calculation Agent in the applicable Final Terms of such Notes without its prior written consent).

## 3. ISSUE OF GLOBAL NOTES

### 3.1 Issue of Notes

Subject to Clause 3.2, following receipt of a faxed or electronic communication attaching a copy of a Final Terms signed by the Issuer, the Issuer authorises the Fiscal Agent and the Registrar, and the Fiscal Agent and the Registrar agree, to take the steps required of them in the Procedures Memorandum. For this purpose the Fiscal Agent (with respect to Bearer Notes) or the Registrar (with respect to Registered Notes) will on behalf of the Issuer:

- (a) (i) in the case of the Fiscal Agent, prepare a Temporary Bearer Global Note and/or (if so specified in the applicable Final Terms) a Permanent Bearer Global Note, or (ii) in the case of the Registrar, prepare one or more Registered Note(s), in each case by

- attaching a copy of the applicable Final Terms to a copy of the signed Global Note(s) or Definitive Registered Note(s);
- (b) in the case of the first Tranche of any Series of Notes, authenticate (or procure the authentication of) the relevant Global Note(s) or Definitive Registered Note(s) (either manually or electronically);
  - (c) in the case of the Fiscal Agent and a Temporary Bearer Global Note and/or Permanent Bearer Global Note:
    - (i) deliver such Temporary Bearer Global Note and/or Permanent Bearer Global Note to the specified common depositary (if such Temporary Bearer Global Note and/or Permanent Bearer Global Note is/are CGNs) or specified common safekeeper (if the Temporary Bearer Global Note and the Permanent Bearer Global Note are NGNs) for Euroclear and/or Clearstream, Luxembourg;
    - (ii) in the case of a Temporary Bearer Global Note or Permanent Bearer Global Note that is a Eurosystem-eligible NGN, instruct the common safekeeper to effectuate the same, against, in the case of Notes issued on a syndicated basis, receipt from the common depositary or common safekeeper of confirmation that such common depositary or common safekeeper, as the case may be, is holding the relevant Global Note in safe custody for the account of Euroclear and/or Clearstream, Luxembourg;
    - (iii) instruct Euroclear or Clearstream, Luxembourg or both of them (as the case may be), unless otherwise agreed in writing between the Fiscal Agent and the Issuer: (A) in the case of Notes issued on a non-syndicated basis, to credit the Notes represented by such Global Note to the Fiscal Agent's distribution account, or (B) in the case of Notes issued on a syndicated basis, to hold the Notes represented by such Global Note to the Issuer's order; and
    - (iv) in the case of a Temporary Bearer Global Note or Permanent Bearer Global Note that is a Eurosystem-eligible NGN, instruct Euroclear and Clearstream, Luxembourg to make the appropriate entries in their records to reflect the initial outstanding aggregate principal amount of Notes represented by such Global Note;
  - (d) in the case of the Registrar, deliver:
    - (i) in the case of a Registered Global Note: (A) registered in the name of a nominee for a common depositary for Euroclear and Clearstream, Luxembourg, such Registered Global Note to the specified common depositary of Euroclear and Clearstream, Luxembourg, and (B) that is held under the NSS, to instruct the common safekeeper to effectuate the same against, in the case of Notes issued on a syndicated basis, receipt from the common depositary of confirmation that it is holding such Registered Global Note in safe custody for the account of Euroclear and Clearstream, Luxembourg, and instruct Euroclear or Clearstream, Luxembourg or both of them (as the case may be) unless otherwise agreed in writing between the Registrar and the Issuer: (1) in the case of Notes issued on a non-syndicated basis, to credit the Notes represented by such Registered Global Note to the Registrar's distribution account, and (2) in the case of Notes issued on a



syndicated basis, to hold the Notes represented by such Registered Global Note to the Issuer's order;

- (ii) in the case of a Registered Global Note registered in the name of a nominee for DTC, the Registered Global Note to a custodian for DTC against receipt from DTC of confirmation that: (A) in the case of Registered Notes issued on a non-syndicated basis, that Notes represented by such Registered Global Note have been credited to the relevant Dealer's or Dealers' participant account(s) (or the participant account of the DTC participant through which the relevant Dealer(s) is/are acting), and (B) in the case of Notes issued on a syndicated basis, that Notes represented by such Registered Global Note are held to the Issuer's order; and
  - (iii) in the case of Definitive Registered Notes, the Notes to or to the order of the relevant Dealer(s) or investor(s) (as the case may be);
- (e) ensure that the Notes of each Tranche are assigned security numbers (including, but not limited to, CUSIP numbers, CINS numbers, common codes, ISINs, FISN and CFI codes) that are identical to the security numbers assigned to Notes of each other Tranche of the same Series; *provided* that, if such Tranche includes Regulation S Notes, then the Global Note or Bearer Note representing such Regulation S Notes shall have different security numbers until at least expiry of any relevant Distribution Compliance Period in respect of such Tranche; and
- (f) in the case of a subsequent Tranche of any Series of Notes: (i) if the case of a Bearer Note (other than a Permanent Bearer Global Note that is a CGN or a NGN), the Fiscal Agent shall deliver the applicable Final Terms to the specified common depositary or common safekeeper, as the case may be, for attachment to the Permanent Bearer Global Note or Registered Global Note, as the case may be, (ii) in the case of a Registered Global Note or where a Permanent Bearer Global Note is a CGN, make all appropriate entries on the relevant Schedule to such Permanent Bearer Global Note or such Registered Global Note, as the case may be, to reflect the increase in its nominal amount or (iii) in the case of a Permanent Bearer Global Note that is a NGN, the Fiscal Agent shall instruct Euroclear and Clearstream, Luxembourg to make the appropriate entries in their records to reflect the increased outstanding aggregate principal amount of the relevant Series.

### 3.2 **Delivery of Notes**

Each of the Fiscal Agent and the Registrar shall only be required to perform its obligations under Clause 3.1 if it holds (as applicable):

- (a) a master Temporary Bearer Global Note and a master Permanent Bearer Global Note, each duly executed by a person or persons duly authorised to execute the same on behalf of the Issuer, which may be used by the Fiscal Agent for the purpose of preparing Temporary Bearer Global Notes and Permanent Bearer Global Notes, respectively, in accordance with Clauses 3.1(a) and 4;
- (b) a master Regulation S Global Note, a master Rule 144A Global Note and a master IAI Global Note, each duly executed by a person or persons duly authorised to execute the same on behalf of the Issuer, which may be used by the Registrar for the purpose of

preparing Regulation S Global Notes, Rule 144A Global Notes and IAI Global Notes, respectively, in accordance with Clause 3.1(a); and

- (c) a master Definitive Registered Note duly executed by a person or persons duly authorised to execute the same on behalf of the Issuer, which may be used by the Registrar for the purpose of preparing Definitive Registered Notes in accordance with Clause 3.1(a).

### **3.3 Effectuation of Global Notes**

Where the Fiscal Agent delivers any authenticated Global Note to a common safekeeper for effectuation using electronic means, it is authorised and instructed to destroy the Global Note retained by it following its receipt of confirmation from the common safekeeper that the relevant Global Note has been effectuated.

## **4. EXCHANGE OF GLOBAL NOTES**

### **4.1 Exchange Date for Temporary Bearer Global Note**

The Fiscal Agent shall determine the Exchange Date for each Temporary Bearer Global Note in accordance with its terms. As promptly as possible after determining any Exchange Date, the Fiscal Agent shall notify its determination to the Issuer, the other Agents, the relevant Dealer(s) or investor(s) (as the case may be), Euroclear and Clearstream, Luxembourg. On and after the Exchange Date, the Fiscal Agent shall deliver, upon notice from Euroclear and Clearstream, Luxembourg, a Permanent Bearer Global Note or Definitive Bearer Notes, as the case may be, in accordance with the terms of the Temporary Bearer Global Note.

### **4.2 Exchange for Permanent Bearer Global Note**

Where a Temporary Bearer Global Note is to be exchanged for a Permanent Bearer Global Note, the Fiscal Agent is authorised by the Issuer and instructed:

- (a) in the case of the first Tranche of any Series of Bearer Notes, to:
  - (i) prepare and complete a Permanent Bearer Global Note in accordance with the terms of the Temporary Bearer Global Note applicable to the Tranche by attaching a copy of the applicable Final Terms to a copy of the master Permanent Bearer Global Note;
  - (ii) authenticate such Permanent Bearer Global Note (either manually or electronically);
  - (iii) if such Permanent Bearer Global Note is a CGN, deliver such Permanent Bearer Global Note to the common depositary that is holding the Temporary Bearer Global Note representing such Tranche for the time being on behalf of Euroclear and/or Clearstream, Luxembourg either in exchange for such Temporary Bearer Global Note or, in the case of a partial exchange, on entering details of the partial exchange of such Temporary Bearer Global Note in the relevant spaces in Schedule Two of both such Temporary Bearer Global Note and such Permanent Bearer Global Note; and

- (iv) if such Permanent Bearer Global Note is:
  - (A) a NGN, deliver such Permanent Bearer Global Note to the common safekeeper that is holding the Temporary Bearer Global Note representing such Tranche for the time being on behalf of Euroclear and/or Clearstream, Luxembourg to effectuate (in the case of a Permanent Bearer Global Note that is a Eurosystem-eligible NGN) and to hold on behalf of the Issuer pending its exchange for such Temporary Bearer Global Note; or
  - (B) a CGN, attach a copy of the applicable Final Terms to such Permanent Bearer Global Note applicable to the relevant Series and to enter details of any exchange in whole or part as aforesaid; and
- (b) in the case of a subsequent Tranche of any Series of Bearer Notes, if the applicable Permanent Bearer Global Note is a NGN, to deliver the applicable Final Terms to the specified common safekeeper for attachment to such Permanent Bearer Global Note.

#### 4.3 Exchange for Definitive Notes

Where a Global Note is to be exchanged for one or more Definitive Notes in accordance with its terms, the Fiscal Agent (with respect to Bearer Notes) or the Registrar (with respect to Registered Notes) is authorised by the Issuer and instructed:

- (a) to authenticate the applicable number of Definitive Notes in accordance with the provisions of this Agreement; and
- (b) to deliver such Definitive Notes (in the case of Definitive Bearer Notes) to or to the order of Euroclear and/or Clearstream, Luxembourg and (in the case of a Definitive Registered Note) as the Registrar may be directed by the holder of such Definitive Registered Note.

#### 4.4 Endorsement of Bearer Global Note upon Exchange

Upon any exchange of all or a part of an interest in a Temporary Bearer Global Note for an interest in a Permanent Bearer Global Note or upon any exchange of all or a part of an interest in a Temporary Bearer Global Note or a Permanent Bearer Global Note for Definitive Bearer Notes: (a) the relevant exchanged Global Note shall, if it is in CGN, be endorsed by or on behalf of the Fiscal Agent to reflect the reduction of its nominal amount by the aggregate nominal amount so exchanged and, for exchanges of interests in a Temporary Bearer Global Note, the applicable Permanent Bearer Global Note shall be endorsed by or on behalf of the Fiscal Agent to reflect the increase in its nominal amount as a result of any exchange of an interest in such Temporary Bearer Global Note, or (b) in the case of any Global Note that is a NGN, instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect such exchange. Until exchanged in full, the holder of an interest in any Bearer Global Note shall in all respects be entitled to the same benefits under this Agreement as the holder of Definitive Bearer Notes, Receipts and Coupons authenticated and delivered under this Agreement, subject as set out in the Conditions. The Fiscal Agent is authorised on behalf of the Issuer and instructed: (i) in the case of any Bearer Global Note that is a CGN, to endorse or to arrange for the endorsement of such Bearer Global Note to reflect the reduction in the nominal amount represented by it by the amount so exchanged and, for exchanges of interests in a Temporary Bearer Global Note, to endorse the Permanent Bearer Global Note

to reflect any increase in the nominal amount represented by it and, in either case, to sign in the relevant space on the relevant Bearer Global Note recording the exchange and reduction or increase, (ii) in the case of any Global Note that is a NGN, to instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect such exchange and (iii) in the case of a total exchange, to cancel or arrange for the cancellation of the relevant Bearer Global Note.

#### **4.5 Exchanges of Registered Notes**

Upon any exchange of all or a part of an interest in a Rule 144A Global Note or IAI Global Note for an interest in a Regulation S Global Note or *vice versa* or upon exchange of an interest in a Registered Global Note for Definitive Registered Notes or *vice versa*, the relevant Registered Global Note(s) shall be presented to the Registrar and endorsed by the Registrar to reflect the reduction or increase (as the case may be) in its/their nominal amount by the Registrar or on its behalf. The Registrar is authorised on behalf of the Issuer: (a) to endorse or to arrange for the endorsement of the relevant Registered Global Note(s) to reflect the reduction or increase (as the case may be) in the nominal amount represented by it or them and, in either case, to sign in the relevant space on the relevant Registered Global Note(s) recording the exchange and reduction or increase, (b) to make all appropriate entries in the Register and (c) in the case of a total exchange, to cancel or arrange for the cancellation of the relevant Registered Global Note(s).

#### **4.6 Notification of request of Definitive Notes**

The Fiscal Agent (with respect to Bearer Notes) or the Registrar (with respect to Registered Notes) shall notify the Issuer as promptly as practicable after it receives a request for the issue of Definitive Notes in accordance with the provisions of a Global Note and the aggregate nominal amount of the Global Note to be exchanged.

#### **4.7 Delivery of Definitive Notes**

The Issuer undertakes to deliver to the Fiscal Agent and the Registrar sufficient numbers of executed Definitive Notes with, in the case of Definitive Bearer Notes if applicable, Receipts, Coupons and Talons attached, to enable each of the Fiscal Agent and the Registrar to comply with its obligations under this Agreement.

### **5. ISSUE OF REGULATION S NOTES IN DEFINITIVE FORM**

Where one or more Regulation S Notes in definitive form, sold in their initial distribution in reliance upon Regulation S, is/are to be issued, the Registrar is authorised by the Issuer and instructed to authenticate the applicable number of Definitive Registered Notes in accordance with the provisions of Clause 2.5(a) and deliver each such Definitive Registered Note in accordance with the provisions of Clause 3.1(d)(iii) and the terms of this Agreement shall apply, *mutatis mutandis*, to any such Regulation S Notes.

### **6. TERMS OF ISSUE**

#### **6.1 Conditions to issue of Notes**

Each of the Fiscal Agent and the Registrar shall cause all unauthenticated Global Notes and Definitive Notes delivered to and held by it under this Agreement to be maintained in safe custody and shall ensure that Notes are issued only in accordance with the provisions of this Agreement, the Conditions and, where applicable, the relevant Global Notes.

## 6.2 Authority of the Issuer

Subject to the procedures set out in the Procedures Memorandum, for the purposes of Clause 3, each of the Fiscal Agent and the Registrar is entitled to treat a telephone or facsimile communication from a person purporting to be (and whom the Fiscal Agent or the Registrar, as the case may be, believes in good faith to be) the authorised representative of the Issuer named in the list referred to in, or notified pursuant to, Clause 21(i), or any other list duly provided for the purpose by the Issuer to the Fiscal Agent or the Registrar, as the case may be, as sufficient instructions and authority of the Issuer for the Fiscal Agent or the Registrar to act in accordance with Clause 3.

## 6.3 Change of authorised persons of the Issuer

In the event that a person who has signed a master Global Note or master Definitive Registered Note held by the Fiscal Agent or the Registrar, as the case may be, on behalf of the Issuer ceases to be authorised as described in Clause 21(i), each of the Fiscal Agent and the Registrar shall (unless the Issuer gives notice to the Fiscal Agent or the Registrar, as the case may be, that Notes signed by that person do not constitute valid and binding obligations of the Issuer or otherwise until replacements have been provided to the Fiscal Agent or the Registrar, as the case may be) continue to have authority to authenticate and deliver Notes signed by that person, and the Issuer warrants to each of the Fiscal Agent and the Registrar that those Notes shall be valid and binding obligations of the Issuer. Promptly upon any person ceasing to be so authorised, the Issuer shall provide the Fiscal Agent with replacement master Temporary Bearer Global Notes and Permanent Bearer Global Notes and shall provide the Registrar with replacement master Registered Global Notes and Definitive Registered Notes, and the Fiscal Agent and the Registrar, as the case may be, shall, upon receipt of such replacements, cancel and destroy the corresponding master Notes previously held by them that are signed by that person and shall provide the Issuer with a certificate of destruction, specifying the master Notes so cancelled and destroyed.

## 6.4 Notification to the Clearing Systems

The Fiscal Agent shall provide Euroclear and/or Clearstream, Luxembourg with the notifications, instructions or information to be given by the Fiscal Agent to Euroclear and/or Clearstream, Luxembourg and the Registrar shall provide DTC with the notifications, instructions or information to be given by the Registrar to DTC all in accordance with the Conditions.

## 6.5 Advance payments to the Issuer

If the Fiscal Agent pays an amount (the "**Advance**") to the Issuer on the basis that a payment (the "**Payment**") is expected to be received by the Fiscal Agent from a Dealer or an investor (as the case may be) for the benefit of the Issuer and if the Payment is not received by the Fiscal Agent on the date the Fiscal Agent so pays the Issuer, then the Issuer shall repay to the Fiscal Agent such Advance and shall pay interest on such Advance (or the unreimbursed portion thereof) from (and including) the date such Advance is made to (but excluding) the earlier of repayment of such Advance or receipt by the Fiscal Agent of such Payment at a rate quoted at that time by the Fiscal Agent as its cost of funding such Advance; *provided* that documented evidence of the basis of such rate is given to the Issuer. For the avoidance of doubt, the Fiscal Agent shall not be obliged to pay any amount to the Issuer in advance, including in the case that it has neither received, nor received satisfactory confirmation that it is to receive, the corresponding amount from a Dealer or investor (as the case may be).

## 6.6 **Defaulted Note**

Except in the case of issues where the Fiscal Agent does not act as receiving bank for the Issuer in respect of the purchase price of the Notes being issued, if on the Issue Date for a Tranche a Dealer or investor (as the case may be) does not pay the full purchase price due from it in respect of any Note (the "**Defaulted Note**") and, as a result: (a) with respect to Notes represented by one or more Global Notes held by, or registered in the name of, a nominee for a common depositary or common safekeeper for Euroclear and/or Clearstream, Luxembourg, the Defaulted Note remains in the Fiscal Agent's distribution account with Euroclear and/or Clearstream, Luxembourg after such Issue Date, then the Fiscal Agent shall continue to hold the Defaulted Note to the order of the Issuer, and (b) with respect to Global Notes registered in the name of DTC (or its nominee), the Registrar shall cancel such Global Note, which shall not thereafter have any rights under such Global Note, the related Conditions and this Agreement. The Fiscal Agent shall notify the Issuer as promptly as practicable of the failure of a Dealer or investor (as the case may be) to pay the full purchase price due from it in respect of any Defaulted Note and, subsequently, shall: (i) notify the Issuer as promptly as practicable on receipt from such Dealer or investor of the full purchase price in respect of any Defaulted Note, (ii) pay to the Issuer the amount so received and (iii) deliver or re-issue, as the case may be, the relevant Global Note or Global Notes upon receipt of any such payment in full.

## 7. **PAYMENTS**

### 7.1 **Payment to the Fiscal Agent**

The Issuer shall:

- (a) in respect of any Currency Conversion Notes, by no later than 11.00 a.m. (local time in the relevant financial centre of the payment or, in the case of a payment in euro, London time), on the Business Day prior to the day on which any payment in respect of such Currency Conversion Notes becomes due under the Conditions, transfer to an account specified by the Fiscal Agent an amount in the Specified Currency payable on such payment date.
- (b) in respect of any Series of Notes (other than Currency Conversion Notes), use its best endeavours, by no later than 3.00 p.m. (local time in the relevant financial centre of the payment or, in the case of a payment in euro, London time), on the Business Day prior to the day on which any payment in respect of such Series becomes due under the Conditions (such time on the prior Business Day hereinafter referenced to as the "Early Payment Time"), to transfer to an account specified by the Fiscal Agent an amount in the Specified Currency payable on such payment date.

### 7.2 **Moneys held by the Fiscal Agent**

Any funds paid by or by arrangement with the Issuer to the Fiscal Agent under Clause 7.1 shall be held in the relevant account referred to in Clause 7.1 for payment to the Noteholders, Receiptholders or Couponholders, as the case may be, until any Notes or matured Receipts and Coupons become void under Condition 10 (*Prescription*). In that event the Fiscal Agent shall repay to the Issuer sums equivalent to the amounts that would otherwise have been repayable on the relevant Notes, Receipts or Coupons.

### 7.3 **Confirmation of payment instructions**

The Issuer will ensure that no later than 9:00 a.m. (London time) on the second Business Day (as defined below) immediately preceding the date on which any payment is to be made to the Fiscal Agent under Clause 7.1, the relevant bank effecting payment to the Fiscal Agent confirms by authenticated SWIFT message to the Fiscal Agent the payment instructions relating to such payment, which SWIFT message the Issuer agrees it shall not revoke. For the purposes of this subclause, "**Business Day**" means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business in Istanbul and London.

### 7.4 **Notification of non-payment or late payment**

The Fiscal Agent shall notify each of the other Paying Agents as promptly as practicable:

- (a) if it has not by the: (i) Early Payment Time in respect of Notes other than Currency Conversion Notes; or (ii) latest time prescribed in subclause 7.1(a) in respect of any Series of Currency Conversion Notes, received unconditionally the full amount in the Specified Currency required for the payment; and
- (b) if it receives unconditionally the full amount of any sum payable in respect of the Notes, Receipts or Coupons after the time indicated in paragraph (a) above.

The Fiscal Agent shall, at the expense of the Issuer, as promptly as practicable after: (i) its failure to receive by a payment date the full amount of the Specified Currency required for any payment to be made to Noteholders of a Series on such payment date or (ii) receiving any such amount after such payment date, cause notice thereof to be published under Condition 15 (*Notices*).

### 7.5 **Certification of non-U.S. beneficial owner**

The Fiscal Agent shall ensure that payments of both principal and interest in respect of a Temporary Bearer Global Note will only be made if certification of non-U.S. beneficial ownership as required by U.S. Treasury regulations has been received from Euroclear and/or Clearstream, Luxembourg in accordance with the terms of the Temporary Bearer Global Note.

### 7.6 **Payment by Paying Agent**

Unless it has received notice under subclause 7.4(a), each Paying Agent shall pay or cause to be paid all amounts due in respect of the Notes on behalf of the Issuer in the manner provided in the Conditions. If any payment provided for in Clause 7.1 is made after (i) in the case of Notes other than Currency Conversion Notes, the Early Payment Time, or (ii) in the case of Currency Conversion Notes, the latest time prescribed in subclause 7.1(a) but, in each case, otherwise in accordance with the provisions of this Agreement, then the relevant Paying Agent shall nevertheless make payments in respect of the Notes as stated above following receipt by the Fiscal Agent of such payment.

### 7.7 **Insufficient funds**

For the avoidance of doubt, no Paying Agent shall have any obligation to make any payment of principal or interest in respect of any Series to the relevant Noteholders until the Fiscal Agent notifies it that the Fiscal Agent has received the full amount of principal or interest due and payable in respect of any such payment of principal or, as the case may be, interest.

## 7.8 Shortfalls

Without prejudice to Clauses 7.6 and 7.7, if the Fiscal Agent pays any amounts to the holders of Notes, Receipts or Coupons or to any other Paying Agent at a time when it has not received payment in full in respect of the relevant Notes in accordance with Clause 7.1 (the excess of the amounts so paid over the amounts so received being the "**Shortfall**"), the Issuer shall, in addition to paying amounts due under Clause 7.1, pay to the Fiscal Agent on demand interest (at a rate that represents the Fiscal Agent's cost of funding the Shortfall; *provided* that documented evidence of the basis of such rate is given to the Issuer) on the Shortfall (or the unreimbursed portion thereof) until the receipt in full by the Fiscal Agent of the Shortfall.

## 7.9 Reimbursement of Paying Agent

The Fiscal Agent shall on demand promptly reimburse each other Paying Agent for payments in respect of a Note properly made by each Paying Agent in accordance with this Agreement and the applicable Conditions.

## 7.10 Exchange by the Exchange Agent of Turkish Lira Amounts

(a) Notification of Currency Election:

(1) **Global Note:** If the Notes are represented by a Global Note (other than a Registered Global Note registered in the name of DTC (or a nominee thereof) or a Global Note held under the NSS), and any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) receives notification on or before the day falling not more than 14 days and not less than five Business Days (which, where used in this Clause 7.10, has the meaning given to such term in Condition 7.8) prior to the Relevant Payment Date (which shall have the meaning given to such term in Condition 7.8) from any Noteholders of their USD Payment Election (as defined in Condition 7.8) in respect of their Notes on such Relevant Payment Date:

- (i) the relevant Agent shall (on behalf of the Issuer) calculate the Lira Amount and notify the Fiscal Agent on the Business Day following the USD Election Period of the USD Payment Elections made by the Noteholders during such USD Election Period;
- (ii) the Fiscal Agent shall (A) following receipt from the relevant Agent in accordance with sub-clause (i) above, notify the Exchange Agent of the Lira Amount as contemplated by Condition 7.8 and (B) as soon as practicable following receipt of the Lira Amount from the Issuer (and, in any case, by no later than 11.00 a.m. (London time) on the Business Day prior to the Relevant Payment Date) transfer such amount to the Exchange Agent to be received by no later than 2.00 p.m. (London time) on the Business Day prior to the Relevant Payment Date; and
- (iii) the Exchange Agent shall (subject to receipt of the Lira Amount from the Fiscal Agent in accordance with sub-clause 7.1(a)) on the Business Day prior to the Relevant Payment Date, arrange for the (i) conversion of the Lira Amount into US Dollars and (ii) payment of the USD Amount (as defined in Condition 7.8) to be made to the Fiscal Agent by no later than 4.00 p.m. (London time) on the Business Day prior to the Relevant Payment Date for onward distribution to those Noteholders that have made a USD Payment



Election through the facilities of Euroclear and/or Clearstream, Luxembourg in accordance with Condition 7.8.

Notwithstanding the foregoing provisions of this subclause 7.10(a)(1), if the Fiscal Agent receives cleared funds from the Issuer in respect of the Lira Amount after the time noted in the previous paragraphs of this subclause 7.10(a)(1), then the Fiscal Agent shall transfer the Lira Amount to the Exchange Agent for conversion into U.S. dollars as soon as reasonably practicable and, following such conversion, the Exchange Agent shall transfer such U.S. dollar amounts to the Fiscal Agent and the Fiscal Agent shall use reasonable efforts to pay any USD dollar amounts that Noteholders have elected to receive in respect of such funds as soon as reasonably practicable thereafter.

No Agent will be liable for any delay or ultimate failure to pay the Noteholders caused by any delay or failure of Euroclear, Clearstream, Luxembourg (or any of their respective direct or indirect participants) or any depositary for either of them to provide payment instructions with respect to the relevant USD Payment Election.

- (2) **Definitive Notes:** If the Notes are in definitive form, and the Paying Agent (with respect to Bearer Notes) or the Registrar (with respect to Registered Notes) receives notification on or before the day falling not more than 14 days and not less than five Business Days prior to the Relevant Payment Date from any holders of Definitive Notes of their USD Payment Election in respect of their Notes on such Relevant Payment Date:
- (i) the relevant Agent shall (on behalf of the Issuer) calculate the Lira Amount and notify the Fiscal Agent on the Business Day following the USD Election Period of the USD Payment Elections made by the Noteholders during such USD Election Period;
  - (ii) the Fiscal Agent shall (i) following receipt from the relevant Agent in accordance with sub-clause (i) above, notify the Exchange Agent of the Lira Amount as contemplated by Condition 7.8 and (ii) as soon as reasonably practicable following receipt of the Lira Amount from the Issuer (and, in any case, by no later than 11.00 a.m. (London time) on the Business Day prior to the Relevant Payment Date) transfer such amount to the Exchange Agent to be received no later than 2.00 p.m. (London time) on the Business Day prior to the Relevant Payment Date; and
  - (iii) the Exchange Agent shall (subject to receipt of the Lira Amount from the Fiscal Agent in accordance with sub-clause 7.1(a)) on the Business Day prior to the Relevant Payment Date, arrange for the (i) conversion of the Lira Amount into US Dollars and (ii) payment of the USD Amount to the Fiscal Agent by no later than 4.00 p.m. (London time) on the Business Day prior to the Relevant Payment Date for onward distribution to those Noteholders that have made a USD Payment Election to the USD bank accounts as has been specified in the relevant USD Payment Election Notices by the relevant Noteholder.
- (b) Exchange:

- (1) **General:** The Exchange Agent following receipt of the Lira Amount from the Fiscal Agent in accordance with the terms of this Agreement and the Conditions shall, on or before 3.00 p.m. (London time) on the Business Day prior to each Relevant Payment Date (the "**Currency Conversion Date**"), purchase US Dollars (in an amount equal to the USD Amount) with the Lira Amount at a purchase price calculated on the basis of the Applicable Exchange Rate (as defined in Condition 7.8) for settlement on the Relevant Payment Date and following purchase of the USD Amount, transfer such USD amount to the Fiscal Agent by no later than 4.00 p.m. (London time) on the Business Day prior to the Relevant Payment Date for onward distribution to Noteholders that have validly made a USD Payment Election.
- (2) **Notice to the Fiscal Agent of USD Amount:** Following conversion of the Lira Amount to US Dollars, the Exchange Agent shall notify the Fiscal Agent of:
  - (i) the USD Amount applicable to such Relevant Payment Date; and
  - (ii) the Applicable Exchange Rate at which such USD Amount was purchased by the Exchange Agent.
- (c) **Notice to the Noteholders:** On the Relevant Payment Date, the Fiscal Agent shall give due notice to the Noteholders in accordance with Condition 15, of:
  - (A) the USD Amount applicable to such Relevant Payment Date; and
  - (B) the Applicable Exchange Rate at which such USD Amount was purchased by the Exchange Agent.
  - (C) **Global Note:** With respect to any Notes represented by a Global Note, on each Relevant Payment Date, the Fiscal Agent (to the extent it has received such amounts from the Exchange Agent in accordance with the terms of this Agreement and the Conditions) will pay the USD Amount through the facilities of Euroclear and Clearstream, Luxembourg to the accountholders of Euroclear and Clearstream, Luxembourg that have validly made a USD Payment Election on a pro rata basis reflecting their relative interests in such Global Note. If, whilst any Notes are represented by a Global Note, for any reason it is not possible for the Exchange Agent to purchase the USD Amount with the Lira Amount as aforesaid, the Exchange Agent shall notify the Fiscal Agent of the same and transfer the Lira Amount to the Fiscal Agent by 4.00 p.m. (London time) on Business Day prior to the Relevant Payment Date. Following receipt of the returned Lira Amount, the Fiscal Agent shall notify the Noteholders in accordance with the Conditions and make payments on the Notes in Turkish Lira to accountholders in Euroclear and Clearstream, Luxembourg through the facilities of Euroclear and/or Clearstream, Luxembourg and shall incur no liability to any party for making such a payment in Turkish Lira in such circumstances.
  - (D) **Definitive Notes:** With respect to any Definitive Notes, on each Relevant Payment Date, the Fiscal Agent will to the extent it has received such amounts from the Exchange Agent in accordance with

the terms of this Agreement and the Conditions, pay, or procure the payment of, the USD Amount purchased with the Lira Amount to the Paying Agents, and the Paying Agents will, in accordance with instructions received from the Fiscal Agent, pay or procure the payment of the USD Amount, received from the Fiscal Agent, to the Noteholders, that have validly made a USD Payment Election, by, as applicable, US Dollar cheque drawn on or by transfer to, USD bank accounts, as have been specified in the relevant USD Payment Election Notices by the relevant Noteholders. If, whilst any Notes are in definitive form and for any reason it is not possible for the Exchange Agent to purchase the USD Amount with the Lira Amount, the Exchange Agent shall notify the Fiscal Agent of the same and transfer the Lira Amount to the Fiscal Agent by 4.00 p.m. on the Business Day prior to the Relevant Payment Date. Following receipt of the returned Lira Amount, the Fiscal Agent shall notify the Noteholders in accordance with the Conditions and:

- (i) if a Paying Agent has been notified of a Turkish Lira account into which a Noteholder's payment should be made, such Paying Agent shall pay to such Noteholder its relevant proportion of the Lira Amount; or
  - (ii) if a Paying Agent has not been notified of a Turkish Lira account into which a Noteholder's payment should be made, the Paying Agents shall hold the relevant portion of the Lira Amount until such time as the relevant Noteholder notifies the Paying Agent of the Turkish Lira account into which their respective payments should be made and shall incur no liability to any party for making such a payment in Turkish Lira in such circumstances.
- (d) USD Payment Election: The Issuer shall provide the Paying Agents and Registrar with forms of the USD Payment Election to be issued to Noteholders. The Paying Agents and Registrar shall incur no liability for any failure to provide a USD Payment Election as a result of the failure of the Issuer to provide such Paying Agent or Registrar with sufficient copies of the USD Payment Elections for distribution to Noteholders.

#### **7.11 Exchange Agent conversion responsibilities:**

- (a) The Exchange Agent may rely conclusively on the basis on which its internal foreign exchange conversion rate (including, for avoidance of doubt, any third party indices forming the basis for such conversion rate) for settlement has been determined and shall not be liable for losses associated with the basis for determination of such rate.
- (b) The Exchange Agent may retain for its own account any spread, charges, fee or commissions on foreign exchange transactions, customarily charged by it in connection with any such conversion as aforesaid.
- (c) Each Agent shall be entitled to rely, without further investigation or enquiry, on any notification or irrevocable instructions or calculations received by it pursuant to this Agreement and in accordance with Condition 7.8 and shall not be liable to any party for any losses whatsoever resulting from acting in accordance with any such notification or irrevocable instruction even though, subsequent to its acting, it may be found that there was some defect in the notification or irrevocable instruction or the

notification or irrevocable instruction was not authentic or there was an error in such calculations.

- (d) Any foreign exchange transaction effected by the Exchange Agent will generally be a transaction to buy or sell currency between (i) on one part, the Issuer (acting through the Fiscal Agent, as an agent of the Issuer) and (ii) on the other part, either the Exchange Agent or any of its affiliates acting as principal for its own account. The Fiscal Agent as agent of the Issuer will enter into the foreign exchange transaction with the Exchange Agent or its affiliate acting as a principal for its own account, and not as an agent, fiduciary, or broker on behalf of the Issuer. In the sole and absolute discretion of the Exchange Agent, the foreign exchange transaction may be transmitted by the Exchange Agent or its affiliate acting as principal for its own account to a sub-custodian. In forwarding certain foreign exchange transactions to the sub-custodian for execution, the Exchange Agent or its affiliate, acting as principal for its own account, does not serve as agent, fiduciary, or broker on behalf of the Issuer.
- (e) None of the Paying Agents, Registrar, Fiscal Agent nor the Exchange Agent shall be liable to any Noteholder, the Issuer or any third party for any losses whatsoever resulting from application by the Exchange Agent of the Applicable Exchange Rate and/or the calculation by it of the Lira Amount.
- (f) The Issuer shall be deemed to instruct the Exchange Agent upon receipt by it of the Lira Amount from the Fiscal Agent to convert the Lira Amount to the USD Amount in accordance with the Conditions and this Agreement.
- (g) If, for illegality or any other reason, it is not possible for the Exchange Agent to purchase US Dollars with the Lira Amount before the prescribed cut-off times, then the Exchange Agent shall promptly notify the Fiscal Agent of such fact. The Fiscal Agent shall as soon as practicable upon receipt of notification from the Exchange Agent, notify the Noteholders of such event in accordance with Condition 15 and all payments on the Notes on the Relevant Payment Date will be made in Turkish Lira in accordance with the Conditions of the Notes, irrespective of whether or not a USD Payment Election was issued in respect of such Notes.

#### **7.12 Annotations upon payment**

For so long as a Note is represented by a Global Note, all payments due in respect of such Note shall be made to, or to the order of, the holder of such Global Note, subject as provided in this Clause 7.10 and subject to and in accordance with the provisions of such Global Note. On the occasion of each such payment: (a) in the case of a CGN, the Paying Agent to which any Bearer Global Note was presented for the purpose of making the payment shall cause the appropriate Schedule to the relevant Bearer Global Note to be annotated so as to evidence the amounts and dates of the payments of principal and/or interest as applicable, or (b) in the case of any Global Note that is a NGN or any Global Note that is held under the NSS, the Fiscal Agent shall instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect such payment.

#### **7.13 Payments under Notes held through DTC**

The Fiscal Agent shall as promptly as practicable deliver to the Exchange Agent all payments made in a Specified Currency (other than US Dollars) under a Registered Global Note registered in the name of DTC or its nominee (a "**DTC Note**"). For any DTC Notes

denominated in a Specified Currency other than US Dollars, the holder of an interest in such DTC Note (a "**Beneficial Holder**") will receive payment in US Dollars unless it elects (in accordance with normal DTC practice) to receive such payment in such Specified Currency. The Exchange Agent will, in accordance with normal DTC practice, be advised in writing by DTC or its nominee:

- (a) if a Beneficial Holder in respect of which payment is due has so elected to receive the payment in such Specified Currency and, if so, the amount of the payment (expressed in the Specified Currency in which such DTC Note is denominated) that the Beneficial Holder wishes to receive in such Specified Currency; and
- (b) of the payment details for the DTC participant for each Beneficial Holder in such DTC Note that has made such an election.

No Agent will be liable for any delay or ultimate failure to pay the Noteholders caused by any delay or failure of DTC (or any of its direct or indirect participants) to provide payment instructions with respect to the relevant Specified Currency.

#### 7.14 **Purchasing of US Dollars**

For any DTC Notes in a Specified Currency other than US Dollars, unless all of the applicable Beneficial Holders have elected to receive payment in such Specified Currency in the manner described in Clause 7.13(a), the Exchange Agent shall purchase US Dollars with the amount of such Specified Currency to be paid by the Issuer with respect to such DTC Notes (the "**USD Amount**") at a purchase price calculated on the basis of its own internal foreign exchange conversion procedures for settlement, which conversion shall be conducted in a commercially reasonable manner and on similar basis to that which the Exchange Agent would use to effect such conversion for its customers (the "**Applicable Exchange Rate**") and not needed to make payments of Specified Currency equal to the aggregate amount that DTC has notified the Exchange Agent that Beneficial Holders wish to receive in such Specified Currency. In the event that no such notification is received from DTC by the fifth New York Business Day after the applicable Record Date (or, if earlier, the applicable payment date), the Exchange Agent shall purchase US Dollars in respect of the full amount of the payment due in respect of the relevant DTC Note. Neither the Issuer nor any of the Agents will (other than from such Specified Currency delivered by the Issuer) pay, nor shall otherwise be liable for, any related spread, charges, fees or commissions. The Exchange Agent shall transfer the USD Amount to the Fiscal Agent by no later than the New York Business Day prior to their applicable payment date:

- (a) Following receipt of the USD Amount, the Fiscal Agent shall on the relevant payment date pay all amounts converted into US Dollars as stated above to DTC or its nominee for distribution to the relevant Beneficial Holders;
- (b) pay all the other amounts due that are denominated otherwise than in US Dollars directly to the respective DTC participants for the relevant Beneficial Holders in accordance with the payment instructions received from DTC or its nominee under Clause 7.13(b).

None of the Paying Agents, Registrar, Fiscal Agent nor the Exchange Agent shall not be liable to any Noteholder, the Issuer or any third party for any losses whatsoever resulting from application by the Exchange Agent of the Applicable Exchange Rate and/or the calculation by it of the USD Amount or proportionate Specified Currency amount.

For the purposes of this subclause, "**New York Business Day**" means a day (other than a Saturday or a Sunday) on which foreign exchange markets are open for business in New York City and that is neither a legal holiday in New York City nor a day on which banking institutions are authorised or required by law or regulation to close in New York City and: (i) with respect to Notes payable in a Specified Currency other than euro, in the principal financial centre of the relevant Specified Currency (if other than New York City), and (ii) with respect to Notes payable in euro, a day on which the T2 System is open.

#### **7.15 Inability to convert into US Dollars**

With respect to DTC Notes in a Specified Currency other than US Dollars, in the event that the Exchange Agent is unable to convert the relevant Specified Currency into US Dollars as set forth in Clause 7.12, the entire payment will be made to DTC's participants in the relevant Specified Currency in accordance with the payment instructions received from DTC or its nominee (including in DTC's "security position reports") following notification by the Exchange Agent to DTC of that fact.

#### **7.16 Payments not made in full**

If the amount of principal and/or interest then due for payment is not paid in full (otherwise than by reason of a deduction required by law to be made or a certification required by the terms of a Note not being received): (a) the Paying Agent to which a Note, Receipt or Coupon (as the case may be) is presented for the purpose of receiving the payment shall, unless the Note is a NGN, make a record of the shortfall on the relevant Note, Receipt or Coupon or, in the case of payments of interest on Registered Notes, the Registrar shall make a record in the Register and each record shall, in the absence of manifest error, be *prima facie* evidence that the payment in question has not to that extent been made or (b) in the case of any Global Note that is a NGN, the Fiscal Agent shall instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect such shortfall in payment. In addition, in the case of any Registered Global Note that is held under the NSS, the Registrar or the Fiscal Agent shall also instruct Euroclear and Clearstream, Luxembourg to make appropriate entries so their records to reflect such shortfall in payment.

#### **7.17 FATCA Withholding Tax**

The Agents shall be entitled to deduct FATCA Withholding Tax, and shall have no obligation to gross-up any payment hereunder or to pay any additional amount as a result of such FATCA Withholding Tax.

### **8. DETERMINATIONS AND NOTIFICATIONS IN RESPECT OF NOTES AND INTEREST DETERMINATION**

#### **8.1 Determinations and notifications**

- (a) The Fiscal Agent shall, unless otherwise specified in the applicable Final Terms, make all the determinations and calculations that it is required to make under the Conditions for each Series, all subject to and in accordance with such Conditions.
- (b) The Fiscal Agent shall not be responsible to the Issuer or to any third party as a result of the Fiscal Agent having acted on any quotation given by any Reference Bank that subsequently may be found to be incorrect.

- (c) The Fiscal Agent shall promptly notify (and confirm in writing to) the Issuer, the other Paying Agents and (in respect of a Series of Notes listed on a Stock Exchange) the relevant Stock Exchange of each Interest Rate, Interest Amount and Interest Payment Date for each Series and all other amounts, rates and dates that it is obliged to determine or calculate under the Conditions for such Series as soon as practicable after their determination and of any subsequent amendments to them under such Conditions.
- (d) The Fiscal Agent shall use its best endeavours to cause each Interest Rate, Interest Amount and Interest Payment Date for each Series and all other amounts, rates and dates that it is obliged to determine or calculate under the Conditions for such Series to be published as required in accordance with such Conditions as soon as possible after their determination or calculation.
- (e) If the Fiscal Agent does not at any time for any reason determine and/or calculate and/or publish for any Series its Interest Rate, Interest Amount and/or Interest Payment Date in respect of any Interest Period or any other amount, rate or date as provided in this Clause, then it shall as promptly as practicable notify the Issuer and the other Paying Agents of that fact.
- (f) Determinations with regard to Notes required to be made by a Calculation Agent specified in the applicable Final Terms shall be made in the manner so specified. Unless otherwise agreed between/among the Issuer and the relevant Dealer(s) or the Lead Manager or investor(s), as the case may be, or unless the Fiscal Agent is the Calculation Agent (in which case the provisions of this Agreement shall apply), those determinations shall be made on the basis of a Calculation Agency Agreement.
- (g) The Final Terms of any Series may specify additional duties and obligations of any Agent, the performance of which will be agreed between/among the Issuer and the relevant Agent prior to the relevant Issue Date of such Series.

## 8.2 Interest determination

- (a) Where Screen Rate Determination is specified in the applicable Final Terms for a Tranche as the manner in which the Interest Rate for such Tranche is to be determined and the Reference Rate specified in the applicable Final Terms is not SONIA, SOFR or TLREF, then the Interest Rate for such Tranche for each Interest Period will, subject as provided below, be either:
  - (i) if there is only one quotation on the Relevant Screen Page, the offered quotation; or
  - (ii) in any other case, the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate *per annum*), for the Reference Rate(s) that appear(s) on the Relevant Screen Page as at the Specified Time on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the applicable Margin (if any), all as determined by the Fiscal Agent or the Calculation Agent (as applicable). If five or more offered quotations are available on the Relevant Screen Page, then the highest (or, if there is more than one highest quotation, one only of those quotations) and the lowest (or, if there is more than one lowest quotation, one

only of those quotations) shall be disregarded by the Fiscal Agent for the purpose of determining the arithmetic mean (rounded as provided above) of the offered quotations.

- (b) If the Relevant Screen Page is not available or if, in the case of subclause 8.2(a)(i), no offered quotation appears or if, in the case of subclause 8.2(a)(ii), fewer than three offered quotations appear, in each case as at the Specified Time, the Issuer shall request each of the Reference Banks to provide the Fiscal Agent with its offered quotation (expressed as a percentage rate *per annum*) for the Reference Rate at approximately the Specified Time in the Relevant Financial Centre on the Interest Determination Date in question. If two or more of the Reference Banks promptly so provide the Fiscal Agent with offered quotations, the Interest Rate for the applicable Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the applicable Margin (if any), all as determined by the Fiscal Agent.
- (c) If on any Interest Determination Date one only or none of the Reference Banks provides the Fiscal Agent with an offered quotation as provided in the preceding paragraph, then the Interest Rate for the relevant Interest Period shall be the rate *per annum* that the Fiscal Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Fiscal Agent by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Specified Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the Euro-zone interbank market (if the Reference Rate is EURIBOR), the Romanian interbank market (if the Reference Rate is ROBOR), the Prague interbank market (if the Reference Rate is PRIBOR), the Hong Kong interbank market (if the Reference Rate is HIBOR or CNH HIBOR), the Singapore interbank market (if the Reference Rate is SIBOR), the Norwegian interbank market (if the Reference Rate is NIBOR), the Warsaw interbank market (if the Reference Rate is WIBOR) or the interbank market of the Relevant Financial Centre (if any other Reference Rate is used) plus or minus (as appropriate) the applicable Margin (if any) or, if fewer than two of the Reference Banks promptly provide the Fiscal Agent with offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for the purpose) informs the Fiscal Agent it is quoting to leading banks in the Euro-zone interbank market (if the Reference Rate is EURIBOR), the Romanian interbank market (if the Reference Rate is ROBOR), the Prague interbank market (if the Reference Rate is PRIBOR), the Hong Kong interbank market (if the Reference Rate is HIBOR or CNH HIBOR), the Singapore interbank market (if the Reference Rate is SIBOR), the Norwegian interbank market (if the Reference Rate is NIBOR), the Warsaw interbank market (if the Reference Rate is WIBOR) or the interbank market of the Relevant Financial Centre (if any other Reference Rate is used) plus or minus (as appropriate) the applicable Margin (if any), *provided* that, if the Interest Rate cannot be determined in accordance with the foregoing provisions of this paragraph, the Interest Rate shall be



determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

- (d) If the Reference Rate from time to time in respect of a Tranche of Floating Rate Notes is specified in the applicable Final Terms as being the SONIA Reference Rate, the SOFR Reference Rate, the TLREF Reference Rate or any Reference Rate other than EURIBOR, HIBOR, CNH HIBOR, ROBOR, PRIBOR, SIBOR, NIBOR or WIBOR and/or the applicable Final Terms provide for the determination of the Interest Rate other than as set out in this Agreement, then the Interest Rate in respect of the Notes will, in each case, be determined as provided in the applicable Final Terms.
- (e) Notwithstanding the provisions of this subclause 8.2, where a Benchmark Event occurs in relation to an Original Reference Rate at any time when any Interest Rate (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Interest Rate for each relevant future Interest Period(s) will be calculated in the manner set out in the Conditions. For these purposes, each of Benchmark Event and Original Reference Rate has the meaning given to it in Condition 6.8.

## 9. NOTICE OF ANY WITHHOLDING OR DEDUCTION

- (a) If the Issuer is, in respect of any payment, compelled to withhold or deduct any amount for or on account of taxes, duties, assessments or governmental charges as specifically contemplated under the Conditions, then it shall give written notice to the Fiscal Agent and the Registrar as soon as it becomes aware of the requirement to make the withholding or deduction and shall give to the Fiscal Agent and the Registrar such information as either of them shall require to enable such Agent to comply with the requirement.
- (b) If any Agent is, in respect of any payment of principal or interest in respect of the Notes, compelled to withhold or deduct any amount for or on account of any taxes, duties, assessments or governmental charges as specifically contemplated under the Conditions, other than arising under Clause 9(a) or by virtue of the relevant holder failing to satisfy any other requirement in respect of its Notes in order to receive additional amounts under Condition 9.1 (*Payment without Withholding*), it shall give notice of that fact to the Issuer and (unless such Agent is the Fiscal Agent) the Fiscal Agent as soon as it becomes aware of the compulsion to withhold or deduct.
- (c) The Issuer shall notify each Agent in the event that it determines that any payment to be made by an Agent under any Notes is a payment which could be subject to withholding under FATCA if such payment were made to a recipient that is generally unable to receive payments free from withholding under FATCA, and the extent to which the relevant payment is so treated, provided, however, that the Issuer's obligation under this subclause 9(c) shall apply only to the extent that such payments are so treated by virtue of characteristics of the Issuer, such Notes, or both.

## 10. OTHER DUTIES OF THE REGISTRAR

### 10.1 Duties of the Registrar

The Registrar shall perform the duties set out in this Agreement and the Conditions and, in performing those duties, shall act in accordance with the Conditions and this Agreement.

### 10.2 Registered Notes

The Registrar shall so long as any Registered Note is outstanding:

- (a) maintain at its specified office outside of the United Kingdom a register (the "**Register**") of the holders of the Registered Notes that shall show: (i) the nominal amount of the Notes represented by, and the serial numbers of, each Registered Global Note and Definitive Registered Note, (ii) the dates of issue of all Registered Notes, (iii) all subsequent transfers and changes of ownership of Registered Notes, (iv) the names and addresses of the holders of the Registered Notes, (v) all cancellations of Registered Notes, whether because of their purchase by the Issuer, replacement or otherwise, and (vi) all replacements of Registered Notes (subject, where appropriate, in the case of sub-clause (v), to the Registrar having been notified as provided in this Agreement);
- (b) effect exchanges of interests between different Registered Global Notes of the same Series, and interests in Registered Global Notes for Definitive Registered Notes of the same Series and *vice versa*, in accordance with the Conditions and this Agreement, keep a record of all exchanges and ensure that the Fiscal Agent is notified as promptly as practicable after any exchange;
- (c) register all transfers of Definitive Registered Notes;
- (d) make any necessary notations on Registered Global Notes following transfer or exchange of interests in them;
- (e) receive any document in relation to or affecting the title to any of the Registered Notes including all forms of transfer, forms of exchange, probates, letters of administration and powers of attorney;
- (f) promptly, and in any event within five business days (being days when banks are open for business in the city in which the specified office of the Registrar is located) of the relevant request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations): (i) upon receipt by it of Definitive Registered Notes for transfer (together with any certifications required by it including, but not limited to, a Transfer Certificate and/or IAI Investment Letter) or (ii) following the endorsement of a reduction in nominal amount of a Registered Global Note for exchange into Definitive Registered Notes, authenticate and deliver at its specified office to the transferee or (at the risk of the transferee) send to the address requested by the transferee duly dated and completed Definitive Registered Notes of a like aggregate nominal amount to the Definitive Registered Notes transferred and, in the case of the transfer of part only of a Definitive Registered Note, authenticate and deliver at its specified office to the transferor or (at the risk of the transferor) send to the address requested by the transferor a duly dated and completed Definitive

Registered Note in respect of the balance of the Definitive Registered Notes not so transferred;

- (g) if applicable, charge to the holder of a Registered Note presented for exchange or transfer: (i) the costs or expenses (if any) of delivering Registered Notes issued on exchange or transfer other than by regular uninsured mail and (ii) a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration;
- (h) maintain proper records of the details of all documents and certifications (including, but not limited to, certifications in the form of Schedule 8 and letters in the form of Schedule 9) received by itself or any other Transfer Agent (subject to receipt of all necessary information from the other Transfer Agents);
- (i) prepare any lists of holders of the Registered Notes required by the Issuer or the Fiscal Agent or any person authorised by either of them;
- (j) subject to applicable laws and regulations, at all reasonable times during office hours make the Register available to the Issuer or any person authorised by it or the holder of any Registered Note for inspection and for the taking of copies or extracts;
- (k) comply with the reasonable requests of the Issuer with respect to the maintenance of the Register and give to the other Agents any information reasonably required by them for the proper performance of their duties; and
- (l) comply with the terms of any Transfer Notices.

### 10.3 Partial redemption

Notwithstanding anything to the contrary in this Agreement, in the event of a partial redemption of Notes under Condition 8 (*Redemption and Purchase*), the Registrar shall not be required, unless so directed by the Issuer: (a) to register the transfer of Definitive Registered Notes (or parts of Definitive Registered Notes) or to effect exchanges of interests in Registered Global Notes for Definitive Registered Notes or *vice versa* during the period beginning on the 65th day before the date of the partial redemption and ending on the day on which notice is given specifying the serial numbers of Notes called (in whole or in part) for redemption (both inclusive) or (b) to register the transfer of any Registered Note (or part of a Registered Note) called for partial redemption.

### 10.4 Dating of Registered Notes

Registered Notes shall be dated:

- (a) in the case of a Registered Note issued on the Issue Date, the Issue Date;
- (b) in the case of a Definitive Registered Note issued in exchange for an interest in a Registered Global Note, or upon transfer, with the date of registration in the Register of the exchange or transfer;
- (c) in the case of a Definitive Registered Note issued to the transferor upon transfer in part of a Registered Note, with the same date as the date of the Registered Note transferred; or

- (d) in the case of any Registered Note issued under Condition 12 (*Replacement of Notes, Coupons and Talons*), with the same date as the date of the lost, stolen, mutilated, defaced or destroyed Registered Note in replacement of which it is issued.

## 11. DUTIES OF THE TRANSFER AGENTS

### 11.1 Duties of the Transfer Agent

The Transfer Agents shall perform the duties set out in this Agreement and the Conditions and, in performing those duties, shall act in accordance with the Conditions and the provisions of this Agreement.

Each Transfer Agent shall:

- (a) accept Registered Notes delivered to it with the form of transfer thereon duly completed and signed, together with, as applicable, any Transfer Certificate and/or IAI Investment Letter for the transfer or exchange of all or part of the Registered Note in accordance with the Conditions, and shall, in each case, give to the Registrar within one Business Day all relevant details required by it;
- (b) keep a stock of the forms of Transfer Certificates and IAI Investment Letters and make such forms available on demand to holders of the Notes;
- (c) promptly, and in any event within five business days (being days when banks are open for business in the city in which the specified office of the Registrar is located) of the relevant request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), (i) upon receipt by it of Definitive Registered Notes for transfer (together with any certifications required by it including, but not limited to, a Transfer Certificate and/or IAI Investment Letter) or (ii) following the endorsement of a reduction in nominal amount of a Registered Global Note for exchange into Definitive Registered Notes, authenticate and deliver at its specified office to the transferee or (at the risk of the transferee) send to the address requested by transferee duly dated and completed Definitive Registered Notes of a like aggregate nominal amount to the Definitive Registered Notes transferred and, in the case of the transfer of part only of a Definitive Registered Note, authenticate and deliver at its specified office to the transferor or (at the risk of the transferor) send to the address requested by the transferor a duly dated and completed Definitive Registered Note in respect of the balance of the Definitive Registered Notes not so transferred;
- (d) if applicable, charge to the holder of a Registered Note presented for exchange or transfer: (i) the costs or expenses (if any) of delivering Registered Notes issued on exchange or transfer other than by regular uninsured mail and (ii) a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration and, in each case, account to the Registrar for those charges; and
- (e) at the request of any Paying Agent deliver new Registered Notes to be issued on partial redemptions of a Registered Note.

## 12. REGULATIONS FOR TRANSFERS OF REGISTERED NOTES

Subject as provided below, the Issuer may from time to time agree with the Fiscal Agent and the Registrar reasonable regulations to govern the transfer and registration of Registered

Notes. The initial regulations, which shall apply until amended, are set out in Schedule 10. The Registrar and each Transfer Agent agree to comply with the regulations as amended from time to time.

**13. DUTIES OF THE AGENTS IN CONNECTION WITH EARLY REDEMPTION**

- (a) If the Issuer decides to redeem any Notes for the time being outstanding before their Maturity Date in accordance with the Conditions, the Issuer shall give notice of the decision to the Fiscal Agent and, in the case of redemption of Registered Notes, the Registrar stating the date on which such Notes are to be redeemed and the nominal amount of Notes to be redeemed not less than seven days (or such shorter period as the Fiscal Agent and, if applicable, the Registrar shall agree) before the date on which the Issuer will give notice to the Noteholders in accordance with the Conditions of the redemption in order to enable the Fiscal Agent and, if applicable, the Registrar to carry out its duties in this Agreement and in the Conditions.
- (b) If some only of the Notes are to be redeemed, the Fiscal Agent shall, in the case of Definitive Notes, make the required drawing in accordance with the Conditions but shall give the Issuer reasonable notice of the time and place proposed for the drawing and the Issuer shall be entitled to send representatives to attend the drawing and shall, in the case of Global Notes, co-ordinate the selection of Notes to be redeemed with Euroclear, Clearstream, Luxembourg and/or DTC, all in accordance with the Conditions.
- (c) The Fiscal Agent shall publish the notice required in connection with any redemption and shall, if applicable, at the same time also publish a separate list of the serial numbers of any Notes in definitive form previously drawn and not presented for redemption. The redemption notice shall specify the date fixed for redemption, the redemption amount, the manner in which redemption will be effected and, in the case of a partial redemption of Definitive Notes, the serial numbers of the Notes to be redeemed. The notice will be published in accordance with the Conditions. The Fiscal Agent will also notify the other Agents of any date fixed for redemption of any Notes.
- (d) The Registrar and each Paying Agent will keep a stock of Put Notices and Change of Control Put Exercise Notices and shall make them available on demand to holders of Definitive Notes the Conditions of which provide for redemption at the option of Noteholders. Upon receipt of any Note deposited in the exercise of a put option or, as the case maybe, Change of Control Put Right, in accordance with the Conditions, the Registrar (with respect to Registered Notes) or the Paying Agent with which the Note is deposited (with respect to Bearer Notes) shall hold the Note (together with any Receipts, Coupons and Talons relating to it deposited with it) on behalf of the depositing Noteholder (but shall not, save as provided below, release it) until the due date for redemption of the relevant Note consequent upon the exercise of the relevant option or right, when, subject as provided below, it shall present the Note (and any such unmatured Receipts, Coupons and Talons) to itself for payment of the amount due together with any interest due on the date of redemption in accordance with the Conditions and shall pay those moneys in accordance with the directions of the Noteholder contained in the relevant Put Notice or, as the case may be, Change of Control Put Exercise Notice. If, prior to the due date for its redemption, an Event of Default has occurred and is continuing or the Note becomes immediately due and repayable or if upon due presentation payment of the redemption moneys is improperly withheld or refused, then the Registrar or, as the case may be, the Paying

Agent concerned shall post the Note (together with any such Receipts, Coupons and Talons) by uninsured post to, and at the risk of, the relevant Noteholder (unless the Noteholder has otherwise requested and paid the costs of insurance to the Registrar or, as the case may be, the relevant Paying Agent at the time of depositing the Notes) at the address given by the Noteholder in the relevant Put Notice or, as the case may be, Change of Control Put Exercise Notice. In the case of a partial redemption of Registered Notes, the Registrar shall, in accordance with the Conditions, post a new Registered Note in respect of the balance of the Registered Notes not redeemed to the registered holder. At the end of each period for the exercise of any put option, the Registrar and each Paying Agent shall promptly notify the Fiscal Agent of the principal amount of the Notes in respect of which the option or right has been exercised with it together with their serial numbers and the Fiscal Agent shall promptly notify those details to the Issuer.

#### 14. **RECEIPT AND PUBLICATION OF NOTICES**

- (a) Each Agent, on receipt of a demand, notice or other communication addressed to the Issuer, shall as soon as reasonably practicable forward a copy to the Issuer.
- (b) On behalf of and at the written request and expense of the Issuer, the Fiscal Agent shall cause to be published all notices required to be given by the Issuer under the Conditions.

#### 15. **CANCELLATION OF NOTES, RECEIPTS, COUPONS AND TALONS**

##### 15.1 **Cancellation**

All Notes that are redeemed, all Global Notes that are exchanged in full, all Registered Notes that have transferred, all Receipts or Coupons that are paid and all Talons that are exchanged shall be cancelled by the Agent by which they are redeemed, exchanged, transferred or paid. In addition, the Issuer or any of its Subsidiaries may, in accordance with Condition 8.7 (*Purchases by the Issuer and/or its Subsidiaries*), surrender to any Paying Agent or the Registrar any Notes (in the case of Definitive Bearer Notes, with all unmatured Receipts, Coupons or Talons (if any) related to them) held by it that it wishes to have cancelled (or notify the Fiscal Agent and, in the case of Registered Notes, the Registrar of any beneficial interests in a Global Note to be so cancelled), which Notes (or beneficial interests therein) (and, if applicable, unmatured Receipts, Coupons or Talons) shall, to the extent that the Issuer indicates in writing the same to the relevant Agent, be promptly cancelled by the Agent to which they are surrendered (or, as the case may be, the Agent or Agents so notified). Each of the Agents shall give to the Fiscal Agent details of all payments made by it in accordance with this Clause 15.1 and shall deliver all cancelled Notes, Receipts, Coupons and Talons to the Fiscal Agent or as the Fiscal Agent may specify.

##### 15.2 **Delivery of certificate**

The Fiscal Agent shall deliver to the Issuer as soon as reasonably practicable and in any event within 14 days after the date of each repayment, payment, cancellation or replacement of a Note, as the case may be, a certificate stating:

- (a) the aggregate nominal amount of such Note that has been redeemed and the aggregate amount paid in respect of it;

- (b) in the case of a Bearer Note in definitive form, details of all unmatured Receipts, Coupons or Talons attached to it or delivered with it;
- (c) the aggregate amount paid in respect of interest on such Note prior to its repayment, payment, cancellation or replacement as aforesaid;
- (d) the total number by maturity date of Receipts, Coupons and Talons cancelled; and
- (e) the serial numbers of such Note.

### 15.3 **Destruction of cancelled Notes**

The Fiscal Agent shall destroy all cancelled Notes, Receipts, Coupons and Talons and furnish the Issuer with a certificate of destruction containing written particulars of the serial numbers of the Notes and the number by maturity date of Receipts, Coupons and Talons destroyed.

### 15.4 **Keeping records**

Without prejudice to the obligations of the Fiscal Agent under Clause 15.2, the Fiscal Agent shall keep a full and complete record of: (a) all Notes, Receipts, Coupons and Talons (other than serial numbers of Coupons) and of their redemption, purchase on behalf of the Issuer and/or any of its Subsidiaries and cancellation, payment or replacement (as the case may be) and (b) all replacement Notes, Receipts, Coupons or Talons issued in substitution for mutilated, defaced, destroyed, lost or stolen Notes, Receipts, Coupons or Talons. The Fiscal Agent shall in respect of the Coupons of each maturity retain (in the case of Coupons other than Talons) until the expiry of ten years from the Relevant Date in respect of such Coupons and (in the case of Talons) indefinitely either all paid or exchanged Coupons of that maturity or a list of the serial numbers of Coupons of that maturity still remaining unpaid or unexchanged. The Fiscal Agent shall at all reasonable times make the record available to the Issuer and any persons authorised by it for inspection and for the taking of copies of it or extracts from it.

### 15.5 **Instructions on reduction**

The Issuer authorises and instructs (a) the Fiscal Agent, in the case of any Bearer Global Note that is a CGN, to endorse or to arrange for the endorsement of the relevant Bearer Global Note to reflect the reduction in the nominal amount represented by it by the amount so redeemed or purchased and cancelled, (b) the Registrar, in the case of any Registered Global Note, to endorse or to arrange for the endorsement of the Registered Global Note to reflect the reduction in the nominal amount represented by it by the amount so redeemed or purchased and cancelled and (c) in the case of any Bearer Global Note that is a NGN and in the case of any Registered Global Note that is held under the NSS, to instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect such redemption or purchase and cancellation, as the case may be; *provided* that, in the case of a purchase or cancellation, the Issuer has notified the Fiscal Agent or the Registrar, as the case may be, of the same in accordance with Clause 15.1.

## 16. **ISSUE OF REPLACEMENT NOTES, RECEIPTS, COUPONS AND TALONS**

- (a) The Issuer will cause a sufficient quantity of additional forms of: (i) Bearer Notes, Receipts, Coupons and Talons to be available, upon request, to the Fiscal Agent at its specified office for the purpose of issuing replacement Bearer Notes, Receipts, Coupons and Talons as provided below and (ii) Registered Notes to be available, upon

request, to the Registrar at its specified office for the purpose of issuing replacement Registered Notes as provided below.

- (b) The Fiscal Agent and (with respect to Registered Notes) the Registrar shall, subject to and in accordance with the Conditions and the following provisions of this Clause, cause to be delivered any replacement Notes, Receipts, Coupons and Talons that the Issuer may determine to issue in place of Notes, Receipts, Coupons and Talons that have been lost, stolen, mutilated, defaced or destroyed.
- (c) In the case of a mutilated or defaced Bearer Note, the Fiscal Agent shall ensure that (unless otherwise covered by such indemnity as the Issuer may reasonably require) any replacement Bearer Note will only have attached to it Receipts, Coupons and Talons corresponding to those (if any) attached to the mutilated or defaced Note that is presented for replacement.
- (d) The Fiscal Agent or the Registrar, as the case may be, shall obtain verification in the case of an allegedly lost, stolen or destroyed Note, Receipt, Coupon or Talon in respect of which the serial number is known, that the Note, Receipt, Coupon or Talon has not previously been redeemed, paid or exchanged, as the case may be. Neither the Fiscal Agent nor (with respect to Registered Notes) the Registrar shall issue any replacement Note, Receipt, Coupon or Talon unless and until the applicant has:
  - (i) paid such expenses and costs as may be incurred in connection with the replacement;
  - (ii) furnished it with such evidence, indemnity or security as the Issuer and/or, as the case may be, the Fiscal Agent or the Registrar may reasonably require; and
  - (iii) in the case of any mutilated or defaced Note, Receipt, Coupon or Talon, surrendered it to the Fiscal Agent or (with respect to Registered Notes) the Registrar.
- (e) The Fiscal Agent or (with respect to Registered Notes) the Registrar shall cancel any mutilated or defaced Notes, Receipts, Coupons and Talons in respect of which replacement Notes, Receipts, Coupons and Talons have been issued pursuant to this Clause. The Fiscal Agent or (with respect to Registered Notes) the Registrar shall furnish the Issuer with a certificate stating the serial numbers of the Notes, Receipts, Coupons and Talons cancelled in accordance with this subclause 16(e) and, unless otherwise requested by the Issuer, shall destroy such cancelled Notes, Receipts, Coupons and Talons and furnish the Issuer with a destruction certificate containing the information specified in Clause 15.3.
- (f) The Fiscal Agent or (with respect to Registered Notes) the Registrar shall, on issuing any replacement Note, Receipt, Coupon or Talon, forthwith inform the Issuer and the other Agents of the serial number of the replacement Note, Receipt, Coupon or Talon issued and (if known) of the serial number of the Note, Receipt, Coupon or Talon in place of which the replacement Note, Receipt, Coupon or Talon has been issued. Whenever replacement Receipts, Coupons or Talons are issued, the Fiscal Agent or (with respect to Registered Notes) the Registrar shall also notify the other Agents of the maturity dates of the lost, stolen, mutilated, defaced or destroyed Receipts, Coupons or Talons and of the replacement Receipts, Coupons or Talons issued.



- (g) The Fiscal Agent and (with respect to Registered Notes) the Registrar shall keep a full and complete record of all replacement Notes, Receipts, Coupons and Talons issued and shall make the record available at all reasonable times to the Issuer and any persons authorised by it for inspection and for the taking of copies of it or extracts from it.
- (h) Whenever any Bearer Note, Receipt, Coupon or Talon for which a replacement Bearer Note, Receipt, Coupon or Talon has been issued and in respect of which the serial number is known by a Paying Agent is presented to such Paying Agent for payment, such Paying Agent shall as promptly as practicable send notice to the Issuer and the other Paying Agents and shall not be obliged to make any payment in respect of such Bearer Note, Receipt, Coupon or Talon.
- (i) The Paying Agents shall issue further Coupon sheets against surrender of Talons. A Talon so surrendered shall be cancelled by the relevant Paying Agent who (except where the Paying Agent is the Fiscal Agent) shall inform the Fiscal Agent of its serial number. Further Coupon sheets issued on surrender of Talons shall carry the same serial number as the surrendered Talon.

## 17. **COPIES OF DOCUMENTS AVAILABLE FOR INSPECTION**

- (a) The executed Deed Poll shall be deposited with the Fiscal Agent and shall be held in safe custody by it on behalf of the Noteholders, the Receiptholders and the Couponholders at its specified office for the time being.
- (b) Each Paying Agent shall hold copies of all documents required to be so available by the Conditions of any Notes available for inspection by Noteholders at such Paying Agent's specified office during normal business hours on any week day (excluding public holidays). For this purpose, the Issuer shall furnish each Paying Agent with sufficient copies of each of the relevant documents.

## 18. **MEETINGS OF NOTEHOLDERS**

- (a) The provisions of Schedule 5 shall apply to meetings of the Noteholders and shall have effect in the same manner as if set out in this Agreement.
- (b) Without prejudice to sub-clause (a), each of the Paying Agents on the request of any holder of Bearer Notes shall issue voting certificates and block voting instructions in accordance with Schedule 5 and shall as promptly as practicable give notice to the Issuer in writing of any revocation or amendment of a block voting instruction. Each of the Paying Agents will keep a full and complete record of all voting certificates and block voting instructions issued by it and will, not less than 24 hours before the time appointed for holding a meeting or adjourned meeting, deposit at such place as the Fiscal Agent shall approve, full particulars of all voting certificates and block voting instructions issued by it in respect of the meeting or adjourned meeting.

## 19. **REMUNERATION AND INDEMNIFICATION OF THE AGENTS**

### 19.1 **Fees payable to the Agents**

The Issuer and the Fiscal Agent have separately agreed the fees payable by the Issuer to the Agents in respect of their services under this Agreement. The Issuer shall not be concerned

with the apportionment of such fees among the Agents, which the Agents shall agree amongst themselves.

## 19.2 **Additional remuneration**

If any Agent finds it expedient or necessary to undertake duties that such Agent determines to be outside the ordinary course of the performance by such Agent of its obligations hereunder, then such Agent shall be entitled to receive additional remuneration in respect of such duties at a rate to be agreed in advance with the Issuer and the Issuer undertakes to reimburse all reasonable costs, charges, expenses and liabilities properly incurred in connection therewith. If such amounts are insufficient for such reimbursement, then such Agent shall not be obliged to undertake such duties unless indemnified to its satisfaction.

## 19.3 **Indemnification**

The Issuer hereby indemnifies each Agent and its directors, officers, employees, agents, delegates and controlling persons against all losses, liabilities, costs, claims, actions, damages, fees, properly incurred expenses or demands (including, but not limited to, all costs, charges, fees and expenses paid or incurred in disputing or defending any of the foregoing including reasonable legal fees and expenses) (for the purposes of this paragraph, "**Losses**") that any of them may incur or that may be made against any of them as a result of or in connection with the appointment of or the exercise of the powers and duties by such Agent under this Agreement, in each case, excluding any liability for Losses arising from the gross negligence or willful misconduct of such person (including that of its officers and employees) and subject to presentation of evidence of the Losses to be indemnified against.

## 19.4 **Survival of indemnity**

The indemnity set out in this Clause 19 shall survive any termination or expiry of this Agreement or resignation or removal of any Agent.

## 19.5 **Taxes on fees and additional remuneration**

The Issuer shall pay to the Fiscal Agent an amount equal to any value added tax that may be payable in respect of the fees and any additional remuneration of the Agents or any other amounts payable to any of the Agents, in each case, by the Issuer hereunder.

## 19.6 **Limitation of liability**

Under no circumstances will the Agents or the Issuer be liable to any other party to this Agreement or to any investor in the Notes for any consequential loss (including loss of business, indirect damage, goodwill, opportunity, or profit) or any special or punitive damages of any kind whatsoever, in each case, however caused or arising and whether or not foreseeable, even if advised of the possibility of such loss or damage, regardless of whether the claim for loss or damage is made in negligence or as a result of a breach of contract.

## 20. **RESPONSIBILITY OF THE AGENTS**

- (a) No Agent, nor any of their directors, officers, employees, agents and related body corporate shall be responsible to anyone with respect to (i) the validity, any effectiveness, genuineness, enforceability or sufficiency of this Agreement or the Notes, Receipts, Coupons or Talons or (ii) any act or omission by it in connection with this Agreement or any Note, Talon, Receipt or Coupon or (iii) any failure by any party

to this Agreement, other than such Agent's responsibility to perform its obligations as set out herein, in each case, except for its own gross negligence or willful misconduct (including that of its directors, officers and employees).

- (b) No Agent shall have any duty or responsibility in the case of any default by the Issuer in the performance of its obligations under the Conditions or, in the case of receipt of a written demand from a Noteholder or Couponholder, with respect to such default; *provided* that as promptly as practicable after receiving any notice given by a Noteholder in accordance with Condition 11 (*Events of Default*), the Fiscal Agent shall notify the Issuer of the fact and furnish it with a copy of the notice.
- (c) Whenever in the performance of its duties under this Agreement an Agent shall deem it desirable that any matter be established by the Issuer prior to taking or suffering any action under this Agreement, the matter may be deemed to be conclusively established by a certificate signed by the Issuer and delivered to such Agent and such certificate shall be a full authorisation to such Agent for any action taken or suffered in good faith by it under the provisions of this Agreement in reliance upon such certificate.
- (d) Except to the extent contrary to law or any contractual obligations binding upon the Issuer, the Issuer shall provide, as soon as reasonably practicable, each Agent with any information it may reasonably request at any time in accordance with the provisions of this Agreement and the performance of its duties as set out herein.

## 21. **CONDITIONS OF APPOINTMENT**

- (a) Save as provided in Clause 21(c) or as may be agreed separately between the Issuer and the relevant Agent, each Agent shall be entitled to deal with money paid to it by the Issuer for the purpose of this Agreement in the same manner as other money paid to a banker by its customers and shall not be liable to account to the Issuer for any profit, interest or other amounts in respect of such money. No money held by any Agent need be segregated or held in trust except as required by law.
- (b) In acting under this Agreement and in connection with the Notes, each Agent shall act solely as an agent of the Issuer and will not assume any obligations towards or relationship of agency or trust for or with any of the owners or holders of the Notes, Receipts, Coupons or Talons.
- (c) No Agent shall exercise any right of set-off or lien against the Issuer or any Noteholder in respect of the moneys payable to or by it under the terms of this Agreement.
- (d) Each Agent undertakes to the Issuer to perform its duties, and shall be obliged to perform the duties and only the duties, specifically stated in this Agreement, the Conditions and the Procedures Memorandum, and no implied duties or obligations shall be read into any of those documents against any Agent other than the duty to act honestly and in good faith and to exercise the diligence of a reasonably prudent agent in comparable circumstances. Each of the Paying Agents (other than the Fiscal Agent) agrees that if any information that is required by the Fiscal Agent or, as the case may be, the Registrar to perform the duties set out in Schedule 11 (*Additional duties of the Fiscal Agent and the Registrar*) becomes known to it, it will promptly provide such information to the Fiscal Agent or, if applicable, the Registrar.

- (e) An Agent shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of such Agent (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war, civil unrest, local or national disturbance, disaster, epidemic, pandemic, any act of terrorism, or the unavailability of the Federal Reserve Bank wire or facsimile or other wire or communication facility).
- (f) Each of the Agents may consult with any expert or legal, financial and other professional advisers and the opinion of such advisers shall be full and complete protection in respect of any action taken, omitted or suffered under this Agreement in good faith and in accordance with the opinion of such advisers.
- (g) Each of the Agents shall be protected and shall incur no liability for or in respect of any action taken, omitted or suffered in reliance on any instruction, request or order from the Issuer or any document that it believes, acting in good faith, to be genuine and to have been delivered, signed or sent by the proper party or parties or upon written Instructions from the Issuer.
- (h) Any of the Agents, their officers, directors, employees, agents, delegate or controlling persons may become the owner of, and/or acquire any interest in, any Notes, Receipts, Coupons or Talons with the same rights that such Agent would have had if the Agent concerned were not appointed under this Agreement, and may engage or be interested in any financial or other transaction with the Issuer and may act on, or as depositary, trustee or agent for, any committee or body of holders of Notes, Receipts, Coupons or Talons or with any other obligations of the Issuer as freely as if such Agent were not appointed under this Agreement.
- (i) The Issuer shall provide the Agents with a certified copy of the list of authorised officers or authorised representatives and shall notify the Agents promptly in writing if any of those persons ceases to be authorised or if any additional person becomes authorised together, in the case of an additional authorised officers or authorised representatives, with evidence satisfactory to the Agents that that person has been authorised.
- (j) Except as ordered by a court of competent jurisdiction or as required by law or applicable regulations or as otherwise prescribed by the Conditions, the Issuer and each of the Agents shall be entitled to treat the bearer of any Bearer Note, Receipt or Coupon and the registered holder of any Registered Note as the absolute owner for all purposes (whether or not any payment is overdue and regardless of any notice of ownership, trust or any interest or writing on it, or notice of any previous loss or theft of it).
- (k) None of the Agents shall be under any obligation to take any action under this Agreement that it expects will result in any expense or liability accruing to it, the payment of which within a reasonable time is not, in its opinion, assured to it.
- (l) None of the Agents will be required to undertake any act which may be illegal or contrary to any law or regulation to which it is subject. In particular, no Paying Agent shall be obliged at any time to calculate the Interest Rate for an Interest Period in relation to a Tranche of Notes, the applicable Final Terms for which indicates a Reference Rate that does not comply with Regulation (EU) 2016/1011 of 8 June 2016

(as amended, and including as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended)) and the Paying Agent shall incur no liability for its decision to not calculate the Interest Rate in respect of such Tranche of Notes until such time as the Issuer has identified an acceptable Successor Rate or, as the case may be, Alternative Rate for such Tranche of Notes in accordance with Condition 6.7 and has notified the Paying Agent in writing accordingly.

- (m) Notwithstanding the provisions of Condition 6.7(I)(d), no Paying Agent shall be obliged to concur with the Issuer in respect of any Benchmark Amendments which, in the sole opinion of such Paying Agent, acting reasonably and in good faith, would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities, or reduce or amend the protective provisions afforded to it in this Agreement.
- (n) The amount of the Programme may be increased by the Issuer in accordance with the procedure set out in the Programme Agreement. Upon any increase being effected, all references in this Agreement to the amount of the Programme shall be deemed to be references to the increased amount.

## 22. **COMMUNICATIONS AMONG THE PARTIES**

A copy of all communications relating to the subject matter of this Agreement between/among the Issuer and any Agent(s) (other than the Fiscal Agent) shall be sent to the Fiscal Agent.

## 23. **TERMINATION OF APPOINTMENTS**

### 23.1 **Termination**

The Issuer may, subject to Condition 13 and Clause 23.4, terminate the appointment of any Agent at any time and/or appoint additional or other Agents by giving to the Agent whose appointment is concerned and, where appropriate, the Fiscal Agent not less than 30 nor more than 45 days' prior notice thereof; *provided* that no such notice shall be required to be given by the Issuer in the circumstances described in Condition 13 and Clause 23.2 below.

### 23.2 **Failure to comply or insolvency or termination of an Agent on determination that it will not concur in Benchmark Amendments**

Notwithstanding the provisions of Clause 23.1, if at any time an Agent: (a) fails to comply with its obligations hereunder, (b) becomes incapable of acting, (c) is adjudged bankrupt or insolvent, (d) files a voluntary petition in bankruptcy, makes an assignment for the benefit of its creditors or consents to the appointment of an administrator, liquidator or administrative or other receiver of all or any substantial part of its property, (e) has an administrator, liquidator or administrative or other receiver appointed for it or all or a substantial part of its property, (f) admits in writing its inability to pay or meet its debts as they may mature or suspends payment of its debts, (g) has an order of any court entered approving any petition filed by or against it under the provisions of any applicable bankruptcy or insolvency law or (h) has a public officer take charge or control of the Agent or of its property or affairs for the purpose of rehabilitation, administration or liquidation, then the Issuer may forthwith terminate the appointment of such Agent, in which event notice thereof shall be given to the Noteholders under Condition 15 (*Notices*) as soon as is practicable.

In addition, if the Issuer requests at any time that an Agent concur with it in respect of any Benchmark Amendments and the relevant Agent determines, in its sole discretion (acting reasonably and in good faith) that it is unable to concur with the Issuer in respect of such Benchmark Amendments for the reasons outlined in Clause 21(m) and Condition 6.7(I)(d), then the Issuer may forthwith terminate the appointment of such Agent, in which event notice thereof shall be given to the Noteholders under Condition 15 (*Notices*) as soon as is practicable.

### 23.3 **Resignation**

All or any of the Agents may resign their respective appointments under this Agreement at any time by giving to the Issuer and, if not itself the Fiscal Agent, the Fiscal Agent no less than 30 days' prior written notice to that effect; *provided* that, in the case of a Paying Agent, so long as any of the Notes are outstanding and in definitive form, the notice shall not expire: (a) in the cases of Definitive Bearer Notes, less than 10 days before any Interest Payment Date, and (b) in the case of Definitive Registered Notes, five days before the Record Date in respect of any payment of Interest. Following receipt of a notice of resignation from an Agent, the Issuer shall promptly, and in any event not less than 10 days before the resignation takes effect, give notice of such resignation to the Noteholders under Condition 15 (*Notices*). If the Fiscal Agent or the Registrar shall resign or be removed pursuant to Clause 23.1 or 23.2 above or in accordance with this Clause 23.3, then the Issuer shall promptly and in any event within 30 days appoint a successor. If the Issuer fails to appoint a successor within such period, then any Agent may apply to a court of competent jurisdiction for the appointment of a successor agent or for other appropriate relief. The costs and expenses (including its attorneys' fees and expenses) reasonably incurred by the Agents in connection with such proceeding shall be paid by the Issuer. Upon its resignation, each Agent shall be discharged of and from any and all further obligations arising in connection with this Agreement; *it being understood* that such discharge shall not terminate any liabilities of such Agent relating to the time during which it acted as an Agent hereunder.

### 23.4 **Conditions to Resignation and Termination**

Notwithstanding the provisions of Clauses 23.1, 23.2 and 23.3, so long as any of the Notes are outstanding, the termination of the appointment of any Agent (whether by the Issuer or by the resignation of the Agent) shall not be effective unless upon the expiry of the relevant notice:

- (a) there will at all times be a Fiscal Agent and a Registrar;
- (b) there will at all times be: (i) in the case of Bearer Notes, a Paying Agent (which may be the Fiscal Agent), and (ii) in the case of Registered Notes, a Transfer Agent (which may be the Registrar);
- (c) there will at all times be a Paying Agent in a jurisdiction other than the jurisdiction in which the Issuer is incorporated;
- (d) so long as any of the Registered Global Notes payable in a Specified Currency other than US Dollars are held through DTC or its nominee, there will at all times be an Exchange Agent with a specified office in New York City; and
- (e) so long as a Series of Notes is listed on a stock exchange, there will at all times be an Agent (which may be the Fiscal Agent) in respect of such Series of Notes having a

specified office in such place as may be required by the rules and regulations of such exchange or any other relevant authority.

In addition, the Issuer shall as promptly as practicable appoint a Paying Agent having a specified office in the United States in the circumstances described in Condition 7.5 (*Payments - General provisions applicable to payments*).

Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency (as provided in Clause 23.2) or a Paying Agent ceasing to be a Participating FFI or as otherwise prescribed in Clause 23.2 or in any other provision of this Agreement, when such variation, termination, appointment or change, as the case may be, shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice shall have been given to the Noteholders in accordance with Condition 15 (*Notices*); *provided* that no such variation, termination, appointment or change shall take effect (except in the case of insolvency or where the Paying Agent is a Participating FFI and does not become, or cease to be, a Participating FFI or in any other case set out in Clause 23.2, in which case termination should be immediate) within 15 days before or after any Interest Commencement Date or Interest Payment Date, as the case may be. Notwithstanding the foregoing, the Issuer may, with immediate effect, appoint a Paying Agent with respect to a particular Series of Notes without giving notice to Noteholders other than Noteholders of such Series and any such Paying Agent(s) may be designated as the sole such Paying Agent(s) for the particular Series; *provided* that the consent of any such Paying Agent(s) shall not be required for any subsequent amendment to this Agreement that does not affect the particular Series of Notes for which it or they, as the case may be, were appointed.

### **23.5 Accession of successor**

Save as provided in Clause 23.8, any successor Agent shall execute and deliver to its predecessor, the Issuer and, if not itself the Fiscal Agent, the Fiscal Agent an instrument accepting its appointment under this Agreement, and the successor Agent, without any further act, deed or conveyance, shall become vested with all the authority, rights, powers, trusts, immunities, duties and obligations of the predecessor with like effect as if originally named as an Agent.

### **23.6 Return of documents and moneys**

If the appointment of an Agent under this Agreement is terminated (whether by the Issuer or by the resignation of the relevant Agent), then such Agent shall on the date on which the termination takes effect deliver to its successor Agent (or, if none, the Fiscal Agent) all Notes, Coupons, Receipts and Talons surrendered to it but not yet destroyed and all records concerning the Notes maintained by it (except such documents and records as it is obliged by law or regulation to retain or not to release) and pay to its successor Agent (or, if none, to the Fiscal Agent) the amounts (if any) held by it in respect of any Notes and Coupons that have become due and payable but that have not been presented for payment, but shall have no other duties or responsibilities under this Agreement.

### **23.7 Change of Specified Office**

If the Fiscal Agent or any of the other Agents shall change its Specified Office, then it shall give to the Issuer and the other Agents not less than 45 days' prior written notice to that effect giving the address of the new Specified Office. As soon as practicable thereafter and in any event at least 30 days before the change, the Fiscal Agent shall give to the Noteholders on

behalf of and at the expense of the Issuer notice of the change and the address of the new Specified Office in accordance with Condition 15 (*Notices*).

### 23.8 Merger and consolidation

A corporation into which any Agent for the time being may be merged or converted or a corporation with which the Agent may be consolidated or a corporation resulting from a merger, conversion or consolidation to which the Agent shall be a party shall, to the extent permitted by applicable law, be the successor Agent under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties to this Agreement. Notice of any such merger, conversion or consolidation shall as promptly as reasonably practicable be given to the Issuer and, where appropriate, the Fiscal Agent.

## 24. COMMUNICATIONS

- (a) Each communication under this Agreement shall be made by fax, electronic communication or otherwise in writing. Each communication or document to be delivered to any party under this Agreement shall be sent to that party at the fax number, postal address or electronic address, and marked for the attention of the person (if any), from time to time designated by that party to the Fiscal Agent (or, in the case of the Fiscal Agent, by it to each other party) for the purpose of this Agreement. The initial telephone number, fax number, postal address, electronic address and person so designated are set out in the Procedures Memorandum.
- (b) Any communication from any party to any other under this Agreement shall be effective, (if by fax) when the relevant delivery receipt is received by the sender, (if in writing) when delivered and (if by electronic communication) when the relevant receipt of such communication being read is given, or where no read receipt is requested by the sender, at the time of sending; *provided* that no delivery failure notification is received by the sender within 24 hours of sending such communication; *and provided further* that any communication that is received (or deemed to take effect in accordance with the foregoing) outside business hours or on a non-business day in the place of receipt shall be deemed to take effect at the opening of business on the next business day in such place. Any communication delivered to any party under this Agreement that is to be sent by fax or electronic communication will be written legal evidence.
- (c) Any such notices, requests, statements, demands or other communications shall be effective at the time of receipt thereof. In addition to other permissible legal evidence pursuant to the Civil Procedure Code of Türkiye (Law No. 6100), any notice, demand, request or other communication pursuant to this Agreement that is made by facsimile shall constitute legally written evidence between/among the parties thereto pursuant to the first paragraph of Article 193 of the Civil Procedure Code of Türkiye (Law No. 6100).
- (d) Any notice given under or in connection with this Agreement shall be in English. All other documents provided under or in connection with this Agreement shall be:
  - (i) in English; or



- (ii) if not in English, accompanied by a certified English translation and, in this case, the English translation shall prevail unless the document is a statutory or other official document.

## 25. TAXES AND STAMP DUTIES

The Issuer will pay within 30 days of written demand from any Agent any properly evidenced and incurred stamp duty, sales, excise, registration and other taxes, duties and fees payable in connection with the execution, delivery, filing, recording or enforcement of this Agreement.

## 26. ELECTRONIC COMMUNICATIONS

In no event shall the Agents be liable for any Losses arising from the Agents receiving or transmitting any data to the Issuer (or any Authorised Person) or acting upon any notice, instruction or other communications via any Electronic Means. The Agents have no duty or obligation to verify or confirm that the person who sent such instructions or directions is, in fact, a person authorised to give instructions or directions on behalf of the Issuer (or any Authorised Person). The Issuer agrees that the security procedures, if any, to be followed in connection with a transmission of any such notice, instruction or other communication, provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

The Issuer hereto accepts that some methods of communication are not secure and the Agents shall incur no liability for receiving Instructions via any such non-secure method. The Agents are authorised to comply with and rely upon any such notice, Instructions or other communications believed to have been sent or given by an Authorised Person or an appropriate party to the transaction (or authorised representative thereof). The Issuer or authorised officer of the Issuer shall use all reasonable endeavours to ensure that Instructions transmitted to the Agents pursuant to this Agreement are complete and correct. Any Instructions shall be conclusively deemed to be valid Instructions from the Issuer or authorised officer of the Issuer to the Agents for the purposes of this Agreement.

## 27. AMENDMENTS

The Fiscal Agent and the Issuer may agree in writing, without the consent of any Noteholder, Receiptholder or Couponholder or any other Agent, to effect any modification of any of the Notes (including the Conditions), the Deed of Covenant, the Deed Poll or of any provision of this Agreement in any manner that:

- (a) in the opinion of the Issuer, is for the purpose of curing any ambiguity or of curing or correcting any manifest or proven error or any other defective provision contained herein or in the Conditions or the Deed of Covenant; or
- (b) in the opinion of the Issuer (following the advice of an independent financial institution of international standing), is not materially prejudicial to the interests of the Noteholders; or
- (c) is made in accordance with Condition 6.7.

Any such modification shall be binding on the Noteholders, any Couponholders and any other Agent and each such modification shall be notified by the Issuer to the Noteholders and any Couponholders as soon as reasonably practicable thereafter in accordance with Condition 15 (*Notices*).

## 28. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

## 29. **GOVERNING LAW AND SUBMISSION TO JURISDICTION**

### 29.1 **Governing law**

This Agreement and any non-contractual obligations arising out of or in connection therewith shall be governed by, and construed in accordance with, English law.

### 29.2 **Exclusive jurisdiction**

The parties to this Agreement agree that the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgement or order originally of the High Court of Justice of England and Wales) is to have exclusive jurisdiction to settle any dispute, claim, difference or controversy arising out of, relating to or having any connection with this Agreement, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it (for the purpose of this Clause 29, a "**Dispute**") and each party submits to the exclusive jurisdiction of such courts with respect thereto.

### 29.3 **Third party actions**

Notwithstanding the provisions of Clause 29.2, in the event that either the Issuer or any of the Agents are defendants in an action brought by a third party arising out of or in connection with the Notes in a court or courts other than the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgement or order originally of the High Court of Justice of England and Wales) and has succeeded in joining the Issuer or an Agent (as applicable) to such action, then each of the Issuer and the relevant Agent undertake to use their respective reasonable endeavours to have any such action relocated to London to be heard in the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgement or order originally of the High Court of Justice of England and Wales), failing which the Issuer and the relevant Agent consent to the action being heard in the court in which the action was brought by the third party. Notwithstanding the provisions of Clause 29.2, if the action is heard in the court in which it was brought by the third party, then each of the Issuer and the relevant Agent agrees that the other parties hereto may join it to such action (including in any claims, joinders or otherwise) and it consents to the jurisdiction of such court.

### 29.4 **Service of process**

In connection with this Agreement, service of process may be made upon the Issuer at offices of Law Debenture Corporate Services Limited, 8th Floor, 100 Bishopsgate, London EC2N 4AG, England, in respect of any Dispute in England and the Issuer undertakes that in the event that such process agent ceases so to act it will appoint another person as its agent for that purpose. This Clause 29.4 does not affect the right to serve process in any other manner allowed by law.

## 29.5 **Actions brought in Türkiye**

The Issuer agrees, without prejudice to the enforcement of a judgment obtained in the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgement or order originally of the High Court of Justice of England and Wales) according to the provisions of Article 54 of the International Private and Procedural Law of Türkiye (Law No. 5718), that in the event that any action is brought in relation to the Issuer in a court in Türkiye in connection with this Agreement, in addition to other permissible legal evidence pursuant to the Civil Procedure Code of Türkiye (Law No. 6100), any judgment obtained in the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgement or order originally of the High Court of Justice of England and Wales) in connection with such action shall constitute conclusive evidence of the existence and amount of the claim against the Issuer, pursuant to the provisions of the first sentence of Articles 193 of the Civil Procedure Code of Türkiye (Law No. 6100) and Articles 58 and 59 of the International Private and Procedural Law of Türkiye (Law No. 5718).

## 30. **GENERAL**

### 30.1 **Counterparts**

This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

### 30.2 **Invalidity of provision**

If any provision in or obligation under this Agreement is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, then that will not affect or impair (a) the validity, legality or enforceability under the law of that jurisdiction of any other provision in or obligation under this Agreement and (b) the validity, legality or enforceability under the law of any other jurisdiction of that or any other provision in or obligation under this Agreement.

### 30.3 **Headings**

The descriptive headings in this Agreement are for convenience of reference only and shall not define or limit the provisions of this Agreement.

### 30.4 **USA Patriot Act**

The parties hereto acknowledge that in accordance with Section 326 of the USA Patriot Act The Bank of New York Mellon, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify and record information that identifies each person or legal entity that establishes a relationship or opens an account. The parties to this Agreement agree that they will provide The Bank of New York Mellon with such information as it may request in order to satisfy the requirements of the USA Patriot Act.

## 31. **RECOGNITION OF BAIL-IN**

Notwithstanding and to the exclusion of any other term of this Agreement, or any other agreements, arrangements, or understandings between the Issuer and the Agents, the Issuer

acknowledges and accepts that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority and acknowledges, accepts, consents and agrees to be bound by:

- (a) the effect of the exercise of Bail-in Powers by any Relevant Resolution Authority in relation to any BRRD Liability of any Agent to the Issuer under this Agreement that (without limitation) may include and result in any of the following, or some combination thereof:
  - (i) the reduction of all, or a portion, of any BRRD Liability or outstanding amounts due thereon;
  - (ii) the conversion of all, or a portion, of any BRRD Liability into shares, other securities or other obligations of any Agent or another person (and the issue to or conferral on the Issuer of such shares, securities or obligations);
  - (iii) the cancellation of any BRRD Liability; or
  - (iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and
- (b) the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Power by any Relevant Resolution Authority.

In this Clause 31:

**"Bail-in Legislation"** means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time;

**"Bail-in Powers"** means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation;

**"BRRD"** means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms;

**"BRRD Liability"** means a liability in respect of which the relevant Write Down and Conversion Powers in the applicable Bail-in Legislation may be exercised;

**"EU Bail-in Legislation Schedule"** means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at <http://www.lma.eu.com/pages.aspx?p=499>; and

**"Relevant Resolution Authority"** means each resolution authority with the ability to exercise any Bail-in Powers in relation to each Agent.

## 32. SANCTIONS

- (a) The Issuer represents and warrants to each Agent as at the date of this Agreement and, with regard to each issue of Notes, as at the Issue Date of such Notes that none of the

Issuer, any Subsidiary nor any of their respective directors, officers, employees or affiliates, nor, so far as the Issuer is aware after due and careful inquiry, any of their agents or other persons acting on behalf of the foregoing (in their capacity as so acting): (i) is listed on, or owned 50% or more by any persons or entities identified on, the Specially Designated Nationals and Blocked Persons list (the "**SDN List**") maintained by the Office of Foreign Assets Control of the United States Department of the Treasury ("**OFAC**") or any similar list maintained by the U.S., the United Nations, the European Union, His Majesty's Treasury or any other relevant governmental, regulatory or law enforcement agency, (ii) is currently subject to any Sanctions, (iii) directly or indirectly supports or facilitates, or plans to support or facilitate, or otherwise become involved with, any person, government, entity or project subject to Sanctions ("**subject to Sanctions**" signifying that a US person or national from the sanctioning jurisdiction would be restricted or prohibited from doing business with that person, government, entity, or project), or (iv) is, or ever has been, in violation of or, to the Issuer's knowledge after due enquiry, subject to an investigation relating to its breach or other violation of Sanctions.

- (b) The Issuer undertakes that it will not, directly or indirectly, use all or any part of the proceeds of the issue of any Notes, or lend, make payments, contribute or otherwise make available all or part of such proceeds to any subsidiary, joint venture partner or any other person or entity, to fund or facilitate directly or indirectly any activities or business:
- (i) with any entity or individual (or any entity that is owned 50% or more or controlled by any entity(ies) or individual(s)) identified on the SDN List maintained by OFAC or otherwise the target of Sanctions, or
  - (ii) for the benefit of any country, territory, person or entity with respect to which U.S. persons are prohibited from doing business under any law, regulation or executive order administered pursuant to the OFAC regulations or that are otherwise subject to any Sanctions,

in each case which laws, regulations, executive orders or Sanctions are in effect at the time such use, lending, payment, contribution, funding or making funds available, as the case may be, is contemplated.

- (c) Each of the Agents acknowledges, agrees and confirms that the representations, warranties and undertakings contained in this Clause 32 are only sought and given to the extent that those provisions would not result in a violation of Council Regulation (EC) 2271/1996 (including as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended), the "**Blocking Regulations**") and/or any associated and/or applicable national law, instrument or regulation in the European Union or the United Kingdom which gives effect to and/or imposes penalties in respect of the Blocking Regulations.

## **EXECUTION:**

The parties have shown their acceptance of the terms of this Agreement by executing it after the Schedules.

**SCHEDULE 1  
FORM OF CALCULATION AGENCY AGREEMENT**

**CALCULATION AGENCY AGREEMENT**

**DATE [     ]**

**TÜRKİYE VAKIFLAR BANKASI T.A.O.**

**US\$7,000,000,000**

**GLOBAL MEDIUM TERM NOTE PROGRAMME**

# CALCULATION AGENCY AGREEMENT

in respect of a

US\$7,000,000,000

## GLOBAL MEDIUM TERM NOTE PROGRAMME

THIS AGREEMENT is dated [●]

### BETWEEN:

- (1) **TÜRKİYE VAKIFLAR BANKASI T.A.O.** (the "**Issuer**"); and
- (2) [●] of [●] (the "**Calculation Agent**", which expression shall include any successor calculation agent appointed under this Agreement).

### IT IS AGREED:

#### 1. APPOINTMENT OF THE CALCULATION AGENT

The Calculation Agent is appointed, and the Calculation Agent agrees to act, as Calculation Agent in respect of each Series of Notes described in the Schedule hereto (the "**Relevant Notes**") for the purposes set out in Clause 2 and on the terms of this Agreement. The agreement of the parties that this Agreement is to apply to each Series of Relevant Notes shall be evidenced by the manuscript annotation and signature in counterpart of the Schedule.

#### 2. DUTIES OF CALCULATION AGENT

The Calculation Agent shall in relation to each series of Relevant Notes (each a "**Series**") perform all the functions and duties imposed on the Calculation Agent by the terms and conditions of the Relevant Notes (the "**Conditions**"), including endorsing the Schedule appropriately in relation to each Series of Relevant Notes. In addition, the Calculation Agent agrees that it will provide a copy of all calculations made by it which affect the nominal amount outstanding of any Relevant Note which are identified on the schedule as being NGN to The Bank of New York Mellon, London Branch as fiscal agent, the contact details of whom are set out in the procedures memorandum dated 23 June 2023 (the "**Procedures Memorandum**").

#### 3. EXPENSES

The arrangements in relation to expenses will be separately agreed in relation to each issue of Relevant Notes.

#### 4. INDEMNITY

- (a) The Issuer hereby indemnifies the Calculation Agent and its directors, officers, employees, agents, delegates and controlling persons against all losses, liabilities, reasonable costs, claims, actions, damages, fees, reasonable expenses or demands (including, but not limited to, all reasonable costs, charges, fees and expenses paid or incurred in disputing or defending any of the foregoing including reasonable legal fees and expenses) (for the purposes of this paragraph, "**Losses**") that any of them may incur or that may be made against any of them as a result of or in connection with the

appointment of or the exercise of the powers and duties by the Calculation Agent under this Agreement, in each case, excluding any liability for Losses arising from the gross negligence or willful misconduct of such person (including that of its officers and employees) and subject to presentation of evidence of the Losses to be indemnified against.

- (b) The indemnity set out in this Clause 4 shall survive any termination or expiry of this Agreement or resignation or removal of the Calculation Agent.
- (c) The Issuer shall pay to the Calculation Agent an amount equal to any value added tax that may be payable in respect of the fees and any additional remuneration of the Calculation Agent or any other amounts payable to the Calculation Agent by the Issuer hereunder.
- (d) Under no circumstances will the Calculation Agent or the Issuer be liable to any other party to this Agreement or to any investor in the Notes for any consequential loss (including loss of business, goodwill, opportunity or profit) or any special or punitive damages of any kind whatsoever, in each case, however caused or arising and whether or not foreseeable, even if advised of the possibility of such loss or damage.

## 5. **CONDITIONS OF APPOINTMENT**

- (a) In acting under this Agreement and in connection with the Relevant Notes, the Calculation Agent shall act solely as an agent of the Issuer and will not assume any obligations towards or relationship of agency or trust for or with any of the owners or holders of the Relevant Notes or the receipts or coupons (if any) appertaining to the Relevant Notes (the "**Receipts**" and the "**Coupons**", respectively).
- (b) In relation to each issue of Relevant Notes, the Calculation Agent shall be obliged to perform the duties and only the duties specifically stated in this Agreement and the Conditions and no implied duties or obligations shall be read into this Agreement or the Conditions against the Calculation Agent, other than the duty to act honestly and in good faith and to exercise the diligence of a reasonably prudent expert in comparable circumstances.
- (c) The Calculation Agent may consult with legal and other professional advisers and the opinion of the advisers shall be full and complete protection in respect of any action taken, omitted or suffered under this Agreement in good faith and in accordance with the opinion of the advisers.
- (d) The Calculation Agent shall be protected and shall incur no liability in respect of any action taken, omitted or suffered in reliance on any instruction from the Issuer or any document that it reasonably believes to be genuine and to have been delivered by the proper party or on written instructions from the Issuer.
- (e) The Calculation Agent and any of its officers, directors and employees may become the owner of, or acquire any interest in, any Notes, Receipts or Coupons (if any) with the same rights that it or he would have had if the Calculation Agent were not appointed under this Agreement, and may engage or be interested in any financial or other transaction with the Issuer and may act on, or as depositary, trustee or agent for, any committee or body of holders of Notes or Coupons or in connection with any other



obligations of the Issuer as freely as if the Calculation Agent were not appointed under this Agreement.

- (f) The Calculation Agent shall not be obliged at any time to calculate the Interest Rate for an Interest Period in relation to the Relevant Notes, the applicable Final Terms for which indicates a Reference Rate that does not comply with Regulation (EU) 2016/1011 of 8 June 2016 (as amended, and including as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended)) and the Calculation Agent shall incur no liability for its decision to not calculate the Interest Rate in respect of such Tranche of Notes until such time as the Issuer has identified an acceptable Successor Rate or, as the case may be, Alternative Rate for such Tranche of Notes in accordance with Condition 6.7 and has notified the Calculation Agent in writing accordingly.
- (g) Notwithstanding the provisions of Condition 6.7(I)(d), the Calculation Agent shall not be obliged to concur with the Issuer in respect of any Benchmark Amendments which, in the sole opinion of the Calculation Agent, acting reasonably and in good faith, would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities, or reduce or amend the protective provisions afforded to it in this Agreement.

## 6. TERMINATION OF APPOINTMENT

### 6.1 Termination

The Issuer may terminate the appointment of the Calculation Agent at any time by giving to the Calculation Agent and the Fiscal Agent not less than 30 nor more than 45 days' prior notice thereof; *provided* that no such notice shall be required to be given by the Issuer in the circumstances described in Clause 6.2 below.

### 6.2 Failure to comply or insolvency or termination of the Calculation Agent on determination that it will not concur in Benchmark Amendments

Notwithstanding the provisions of Clause 6.1, if at any time the Calculation Agent: (a) fails to comply with its obligations hereunder or (b) becomes incapable of acting, or is adjudged bankrupt or insolvent, or files a voluntary petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of an administrator, liquidator or administrative or other receiver of all or any substantial part of its property, or if an administrator, liquidator or administrative or other receiver of it or of all or a substantial part of its property is appointed, or it admits in writing its inability to pay or meet its debts as they may mature or suspends payment of its debts, or if an order of any court is entered approving any petition filed by or against it under the provisions of any applicable bankruptcy or insolvency law or if a public officer takes charge or control of the Calculation Agent or of its property or affairs for the purpose of rehabilitation, administration or liquidation, the Issuer may forthwith terminate the appointment of the Calculation Agent, in which event notice shall be given to the Noteholders of the relevant Series under Condition 15 (*Notices*) as soon as is practicable.

In addition, if the Issuer requests at any time that the Calculation Agent concur with it in respect of any Benchmark Amendments and the Calculation Agent determines, in its sole discretion (acting reasonably and in good faith) that it is unable to concur with the Issuer in respect of such Benchmark Amendments for the reasons outlined in Clause 5(g) and

Condition 6.7(I)(d), then the Issuer may forthwith terminate the appointment of the Calculation Agent, in which event notice thereof shall be given to the Noteholders under Condition 15 (*Notices*) as soon as is practicable.

### **6.3 Resignation**

The Calculation Agent may resign its appointment under this Agreement at any time by giving to the Issuer and the Fiscal Agent no less than 30 days' prior written notice to that effect. Following receipt of a notice of resignation from the Calculation Agent, the Issuer shall promptly, and in any event not less than 10 days before the resignation takes effect, give notice of such resignation to the Noteholders of the relevant Series under Condition 15 (*Notices*). The Issuer agrees with the Calculation Agent that if, by the day falling 10 days before the expiry of any notice under this Clause, the Issuer has not appointed a replacement Calculation Agent, the Calculation Agent shall be entitled, on behalf of the Issuer, to appoint as a successor Calculation Agent in its place a reputable financial institution of good standing that the Issuer shall approve (such approval not to be unreasonably withheld or delayed). Upon its resignation, the Calculation Agent shall be discharged of and from any and all further obligations arising in connection with this Agreement; it being understood that such discharge shall not terminate any liabilities of the Calculation Agent relating to the time during which it acted as the Calculation Agent hereunder.

### **6.4 Accession of successor**

Any successor Calculation Agent shall execute and deliver to its predecessor, the Issuer and the Fiscal Agent an instrument accepting its appointment under this Agreement, and the successor Calculation Agent, without any further act, deed or conveyance, shall become vested with all the authority, rights, powers, trusts, immunities, duties and obligations of the predecessor with like effect as if originally named as the Calculation Agent.

### **6.5 Return of documents and moneys**

If the appointment of the Calculation Agent under this Agreement is terminated (whether by the Issuer or by the resignation of the Calculation Agent), the Calculation Agent shall on the date on which the termination takes effect deliver to its successor Calculation Agent (or, if none, the Fiscal Agent) all records concerning the Notes maintained by it (except such documents and records as it is obliged by law or regulation to retain or not to release), but shall have no other duties or responsibilities under this Agreement.

### **6.6 Merger and consolidation**

A corporation into which the Calculation Agent for the time being may be merged or converted or a corporation with which the Calculation Agent may be consolidated or a corporation resulting from a merger, conversion or consolidation to which the Calculation Agent shall be a party shall, to the extent permitted by applicable law, be the successor Calculation Agent under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties to this Agreement. Notice of any merger, conversion or consolidation shall forthwith be given to the Issuer and the Fiscal Agent.

## **7. COMMUNICATIONS**

- (a) Each communication under this Agreement shall be made by fax, electronic communication or otherwise in writing. Each communication or document to be

delivered to any party under this Agreement shall be sent to that party at the fax number, postal address or electronic address, and marked for the attention of the person (if any), from time to time designated by that party to the Fiscal Agent for the purpose of this Agreement. The initial telephone number, fax number, postal address, electronic address and person so designated for the Issuer are set out in the Procedures Memorandum and those designated for the Calculation Agent are set out on the signature page hereto.

- (b) Any communication from any party to any other under this Agreement shall be effective, (if by fax) when the relevant delivery receipt is received by the sender, (if in writing) when delivered and (if by electronic communication) when the relevant receipt of such communication being read is given, or where no read receipt is requested by the sender, at the time of sending; *provided* that no delivery failure notification is received by the sender within 24 hours of sending such communication; *provided* that any communication that is received (or deemed to take effect in accordance with the foregoing) outside business hours or on a non-business day in the place of receipt shall be deemed to take effect at the opening of business on the next following business day in such place. Any communication delivered to any party under this Agreement that is to be sent by fax or electronic communication will be written legal evidence.
- (c) Any such notices, requests, statements, demands or other communications shall be effective at the time of receipt thereof. In addition to other permissible legal evidence pursuant to the Civil Procedure Code of Türkiye (Law No. 6100), any notice, demand, request or other communication pursuant to this Agreement that is made by facsimile shall constitute legally written evidence between/among the parties thereto pursuant to the first paragraph of Article 193 of the Civil Procedure Code of Türkiye (Law No. 6100).
- (d) Any notice given under or in connection with this Agreement shall be in English. All other documents provided under or in connection with this Agreement shall be:
  - (i) in English; or
  - (ii) if not in English, accompanied by a certified English translation and, in this case, the English translation shall prevail unless the document is a statutory or other official document.

## 8. GENERAL

### 8.1 Headings

The descriptive headings in this Agreement are for convenience of reference only and shall not define or limit the provisions of this Agreement.

### 8.2 Counterparts

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

### 8.3 **Invalidity of provision**

If any provision in or obligation under this Agreement is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair (a) the validity, legality or enforceability under the law of that jurisdiction of any other provision in or obligation under this Agreement and (b) the validity, legality or enforceability under the law of any other jurisdiction of that or any other provision in or obligation under this Agreement.

## 9. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

## 10. **RECOGNITION OF BAIL-IN**

Notwithstanding and to the exclusion of any other term of this Agreement, or any other agreements, arrangements, or understandings between the Issuer and the Calculation Agent, the Issuer acknowledges and accepts that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority and acknowledges, accepts, consents and agrees to be bound by:

- (a) the effect of the exercise of Bail-in Powers by any Relevant Resolution Authority in relation to any BRRD Liability of the Calculation Agent to the Issuer under this Agreement that (without limitation) may include and result in any of the following, or some combination thereof:
  - (i) the reduction of all, or a portion, of any BRRD Liability or outstanding amounts due thereon;
  - (ii) the conversion of all, or a portion, of any BRRD Liability into shares, other securities or other obligations of the Calculation Agent or another person (and the issue to or conferral on the Issuer of such shares, securities or obligations);
  - (iii) the cancellation of any BRRD Liability; or
  - (iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and
- (b) the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Power by any Relevant Resolution Authority.

In this Clause 10:

**"Bail-in Legislation"** means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time;

**"Bail-in Powers"** means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation;

**"BRRD"** means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms;

**"BRRD Liability"** means a liability in respect of which the relevant Write Down and Conversion Powers in the applicable Bail-in Legislation may be exercised;

**"EU Bail-in Legislation Schedule"** means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at <http://www.lma.eu.com/pages.aspx?p=499>; and

**"Relevant Resolution Authority"** means each resolution authority with the ability to exercise any Bail-in Powers in relation to the Calculation Agent.

## 11. GOVERNING LAW AND SUBMISSION TO JURISDICTION

### 11.1 Governing law

This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by and construed in accordance with English law.

### 11.2 Exclusive Jurisdiction

The parties to this Agreement agree that the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgement or order originally of the High Court of Justice of England and Wales) is to have exclusive jurisdiction to settle any dispute, claim, difference or controversy arising out of, relating to or having any connection with this Agreement, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it (for the purposes of this Clause 11, a **"Dispute"**) and each party submits to the exclusive jurisdiction of such courts with respect thereto.

### 11.3 Third party actions

Notwithstanding the provisions of Clause 11.2, in the event that either the Issuer or the Calculation Agent are defendants in an action brought by a third party arising out of or in connection with any Notes in a court or courts other than the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgement or order originally of the High Court of Justice of England and Wales) and has succeeded in joining the Issuer or the Calculation Agent (as applicable) to such action, then each of the Issuer and the Calculation Agent undertake to use their respective reasonable endeavours to have any such action relocated to London to be heard in the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgement or order originally of the High Court of Justice of England and Wales), failing which the Issuer and the Calculation Agent consent to the action being heard in the court in which the action was brought by the third party. Notwithstanding the provisions of Clause 11.2, if the action is heard in the court in which it was brought by the third party, then each of the Issuer and the Calculation Agent agrees that the other parties hereto may join it to such action (including in any claims, joinders or otherwise) and it consents to the jurisdiction of such court.

#### 11.4 **Service of process**

In connection with this Agreement, service of process may be made upon the Issuer at Law Debenture Corporate Services Limited, 8th Floor, 100 Bishopsgate, London EC2N 4AG, England, in respect of any Dispute in England and the Issuer undertakes that in the event that such process agent ceases so to act it will appoint another person as its agent for that purpose. This Clause 11.4 does not affect the right to serve process in any other manner allowed by law.

#### 11.5 **Civil Procedure Code of Türkiye (Law No. 6100) and International Private and Procedural Law of Türkiye (Law No. 5718)**

The Issuer agrees, without prejudice to the enforcement of a judgment obtained in the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgment or order originally of the High Court of Justice of England and Wales) according to the provisions of Article 54 of the International Private and Procedural Law of Türkiye (Law No. 5718), that in the event that any action is brought in relation to the Issuer in a court in Türkiye in connection with this Agreement, any judgment obtained in the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgment or order originally of the High Court of Justice of England and Wales) in connection with such action shall constitute conclusive evidence of the existence and amount of the claim against the Issuer, pursuant to the provisions of the first sentence of Article 193 of the Civil Procedure Code of Türkiye (Law No. 6100) and Articles 58 and 59 of the International Private and Procedural Law of Türkiye (Law No. 5718).

This Agreement has been entered into on the date stated at the beginning of this Agreement.

**TÜRKİYE VAKIFLAR BANKASI T.A.O.**

By:

By:

**[CALCULATION AGENT]**

*[Address of Calculation Agent]*

Telefax No: [●]

Attention: [●]

By:

**SCHEDULE TO THE CALCULATION AGENCY AGREEMENT**

<b>Series Number</b>	<b>Issue Date</b>	<b>Maturity Date</b>	<b>Title Nominal Amount</b>	<b>and NGN [Yes/No]</b>	<b>Annotation by Calculation Agent/Issuer</b>
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## SCHEDULE 2 TERMS AND CONDITIONS OF THE NOTES

This Note is one of a Series (as defined below) of Notes issued by Türkiye Vakıflar Bankası T.A.O. (the “*Issuer*”) pursuant to the Agency Agreement (as defined below).

References to “Notes” in these Terms and Conditions (these “*Conditions*”) shall, unless the context otherwise requires, be references to the Notes of this Series and mean: (a) in relation to any Notes represented by a global note (a “*Global Note*”), such Global Note or any nominal amount thereof of a Specified Denomination, whether such Global Note is in bearer form (a “*Global Bearer Note*”) or registered form (a “*Registered Global Note*”), and (b) in relation to any definitive Notes in bearer form (the “*Definitive Bearer Notes*” and, with Global Bearer Notes, the “*Bearer Notes*”) or registered form (the “*Definitive Registered Notes*” and, with Definitive Bearer Notes, the “*Definitive Notes*”) (Definitive Registered Notes and Registered Global Notes being collectively the “*Registered Notes*”), such definitive Notes in bearer or, as the case may be, registered form.

The Notes and the Coupons (as defined below) have the benefit of an amended and restated agency agreement dated 23 June 2023 (such agreement as further amended, supplemented and/or restated from time to time, the “*Agency Agreement*”) and made among the Issuer, The Bank of New York Mellon, London Branch, as issuing and principal paying agent and agent bank (the “*Fiscal Agent*,” which expression shall include any successor fiscal agent) and the other paying agents named therein (with the Fiscal Agent, the “*Paying Agents*,” which expression shall include any additional or successor paying agents), The Bank of New York Mellon, New York Branch, as exchange agent (the “*Exchange Agent*,” which expression shall include any successor exchange agent), The Bank of New York Mellon SA/NV, Luxembourg Branch as registrar (the “*Registrar*,” which expression shall include any successor registrar) and a transfer agent and the other transfer agents named therein (with the Registrar, the “*Transfer Agents*,” which expression shall include any additional or successor transfer agents).

If so specified in the applicable Final Terms, the Issuer will also appoint a calculation agent with respect to a Series of Notes (the “*Calculation Agent*,” which expression shall include any successor calculation agent and any other calculation agent specified in such Final Terms).

Interest-bearing Definitive Bearer Notes have interest coupons (“*Coupons*”). In addition, interest-bearing Definitive Bearer Notes that, when issued, have more than 27 interest payments remaining have talons for further Coupons (“*Talons*”) attached on issue. Any reference herein to Coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons. Registered Notes and Bearer Global Notes do not have Coupons or Talons attached on issue.

The final terms for this Note (or the relevant provisions thereof) are set out in Part A of the Final Terms attached to or endorsed on this Note and complete these Conditions. References to the “applicable Final Terms” are, unless otherwise stated, to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Note.

Any reference to a “*Noteholder*” or “*holder*” in relation to a Note means: (a) in the case of a Bearer Note, the holder of such Note, and (b) in the case of a Registered Note, the Person(s) (as defined below) in whose name such Note is registered in the Register (as defined below), and shall, in relation to any Notes represented by a Global Note, be construed as provided below. Any reference herein to a “*Couponholder*” means the holder of a Coupon and shall, unless the context otherwise requires, include the holder of the related Talon(s).

As used herein, “*Tranche*” means an issue of Notes using the same Final Terms and that are identical in all respects (including as to listing and admission to trading); *provided* that such may have different principal amounts, holder(s), serial numbers and (if applicable) securities codes, and “*Series*” means a Tranche of Notes together with any other Tranche(s) of Notes: (a) that are expressed in the applicable Final Terms to be consolidated and form a single series with one or more previous Tranche(s) and (b) the terms and conditions of which are identical in all respects except for their respective issue dates (each an “*Issue Date*”), Tranche number, date of consolidation with one or more other Tranche(s), principal amounts, Interest Commencement Dates (unless this is a Zero Coupon Note) and Issue Prices, each as specified in the applicable Final Terms.

The Noteholders and the Couponholders are entitled to the benefit of a deed of covenant dated 2 May 2018 and made by the Issuer (such deed as amended, supplemented and/or restated from time to time, the “*Deed of Covenant*”). The original of the Deed of Covenant is held by the common depository for Euroclear Bank SA/NV (“*Euroclear*”) and Clearstream Banking S.A. (“*Clearstream, Luxembourg*”).

Copies of the Agency Agreement, a deed poll dated 2 May 2018 and made by the Issuer (such deed poll as amended, supplemented and/or restated from time to time, the “*Deed Poll*”), the Deed of Covenant and the applicable Final Terms of the applicable Tranche of Notes may be inspected during normal business hours at the specified office of each of the Fiscal Agent, the other Paying Agents, the Registrar, the Exchange Agent and the other Transfer Agents (such agents being together referred to as the “*Agents*”) by any Noteholder or Couponholder that produces evidence satisfactory to the Issuer and the relevant Agent as to its holding of such Notes or Coupons, as applicable, and identity. The Noteholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement, the Deed Poll, the Deed of Covenant and the applicable Final Terms. The statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Agency Agreement.

Words and expressions defined in the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in these Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Agency Agreement and the applicable Final Terms, the applicable Final Terms shall prevail.

In these Conditions: (a) “*euro*” means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended, and (b) “*Renminbi*” and “*RMB*” refer to the lawful currency of the People’s Republic of China (the “*PRC*”), which (for the purposes of these Conditions) excludes the Hong Kong Special Administrative Region of the PRC, the Macao Special Administration Region of the PRC and Taiwan.

For the purposes of these Conditions: (a) the term “*law*” shall (unless the context otherwise requires) be deemed to include legislation, regulations and other legal requirements and (b) unless the contrary intention appears, a reference to a law (including a provision of a law) is a reference to that law (or provision) as extended, amended or re-enacted.

## **1. FORM, DENOMINATION AND TITLE**

### **1.1 Form and Denomination**

The Notes are either Bearer Notes or Registered Notes as specified in the applicable Final Terms, will be numbered serially with an identifying number that the Issuer will procure to be recorded on the relevant Note and, in the case of Registered Notes, in the register of holders

of the Registered Notes maintained by the Registrar outside of the United Kingdom (the “Register”) and shall be in the Specified Currency and Specified Denomination, in each case, as specified in the applicable Final Terms. Definitive Bearer Notes of one Specified Denomination may not be exchanged for Definitive Bearer Notes of another Specified Denomination and Bearer Notes may not be exchanged for Registered Notes and *vice versa*.

The Notes are issued pursuant to the Turkish Commercial Code (Law No. 6102), the Capital Markets Law (Law No. 6362) of the Republic of Türkiye (“Türkiye”) and the Communiqué on Debt Instruments No. VII-128.8 issued by the Turkish Capital Markets Board (in Turkish: *Sermaye Piyasası Kurulu*) (the “CMB”).

This Note may be a Fixed Rate Note, a Floating Rate Note or a Zero Coupon Note, or a combination of any of the foregoing, depending upon the “Interest Basis” specified in the applicable Final Terms.

Definitive Bearer Notes are issued with Coupons attached unless they are Zero Coupon Notes, in which case references to Coupons and Couponholders in these Conditions are not applicable.

## **1.2 Title to the Notes**

Subject as set out below, title to the Bearer Notes and Coupons will pass by delivery and title to the Registered Notes will pass upon registration of transfer in accordance with the provisions of the Agency Agreement. The Issuer and each of the Agents will (except as otherwise required by law) deem and treat the bearer of any Bearer Note or Coupon and the registered holder of any Registered Note as the absolute owner thereof (whether or not any payment on such Note is overdue and regardless of any notice of ownership, trust or any other interest or any writing on, or the theft or loss of, such Note) for all purposes but, in the case of any Global Note, without prejudice to the provisions set out in the following paragraphs of this Condition 1.2.

For so long as Depository Trust Company (“DTC”) or its nominee is the registered holder of a Registered Global Note, DTC or such nominee, as the case may be, will be considered the sole owner and holder of the Notes represented by such Registered Global Note for all purposes under the Agency Agreement and such Notes except to the extent that in accordance with DTC’s published rules and procedures any ownership rights may be exercised by its participants or beneficial owners through DTC’s participants. The expressions “Noteholder” and “holder of Notes” and related expressions shall, for the purposes of any such Registered Global Note, be construed accordingly.

For so long as any of the Notes is represented by a Global Note deposited with and, in the case of a Registered Global Note, registered in the name of a nominee for a common depository or a common safekeeper, as the case may be, for Euroclear and/or Clearstream, Luxembourg, each Person (other than Euroclear or Clearstream, Luxembourg or any such nominee, common depository or common safekeeper) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg, as the case may be, as the holder of a particular principal amount of such Global Note (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg, as the case may be, as to the principal amount of such Global Note standing to the account of any Person shall be conclusive and binding for all purposes except in the case of manifest or proven error) shall, upon receipt of such certificate or other document by the Issuer or an Agent, be treated by the Issuer or such Agent (as applicable) as if such Person were the holder of such principal amount

of such Notes (and the bearer or registered holder of such Global Note shall be deemed not to be the holder) for all purposes other than with respect to the payment of principal, interest or other amounts on such Global Note, for which purpose the bearer of such Bearer Global Note or the registered holder of such Registered Global Note shall be treated by the Issuer and each Agent as the holder of such principal amount of such Notes in accordance with and subject to the terms of such Global Note; *it being understood* that, with respect to any beneficial interests held by (or on behalf of) Euroclear and/or Clearstream, Luxembourg in a Registered Global Note held by DTC or a nominee thereof, the rules of the preceding paragraph shall apply. The expressions “Noteholder” and “holder of Notes” and related expressions shall, for the purposes of any Global Note described in this paragraph, be construed accordingly.

Notes that are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of the applicable clearing system.

## **2. TRANSFERS OF REGISTERED NOTES**

### **2.1 Transfers of Beneficial Interests in Registered Global Notes**

Transfers of beneficial interests in Registered Global Notes will be effected by DTC, Euroclear or Clearstream, Luxembourg, as the case may be, and (in turn) by direct and (if appropriate) indirect participants in such clearing systems acting on behalf of transferors and transferees of such beneficial interests. A beneficial interest in a Registered Global Note will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for a Definitive Note of the same Series or for a beneficial interest in another Registered Global Note of the same Series, in each case, only in the Specified Denomination(s) specified in the applicable Final Terms (and provided that the outstanding principal balance of such beneficial interest of the transferor not so transferred is an amount of at least the minimum Specified Denomination) and only in accordance with the then-applicable rules and operating procedures of DTC, Euroclear or Clearstream, Luxembourg, as the case may be, and in accordance with the terms and conditions specified in the Agency Agreement, the relevant Registered Global Note and/or the applicable Final Terms. Transfers of a Registered Global Note registered in the name of a nominee for DTC shall be limited to transfers of such Registered Global Note, in whole but not in part, to another nominee of DTC or to a successor of DTC or such successor’s nominee.

### **2.2 Transfers of Definitive Registered Notes**

Subject as provided in Condition 2.4, upon the terms and subject to the conditions set forth in the Agency Agreement, a Definitive Registered Note may be transferred in whole or in part (in the Specified Denomination(s) set out in the applicable Final Terms) (and provided that, if transferred in part, the outstanding principal balance of such Definitive Registered Note not so transferred is an amount of at least the minimum Specified Denomination). In order to effect any such transfer: (a) the holder(s) must: (i) surrender such Definitive Registered Note for registration of the transfer thereof (or of the relevant part thereof) at the specified office of any Transfer Agent, with the form of transfer thereon duly executed by such holder(s) (or by one or more attorney(s) duly authorised in writing therefor), and (ii) complete and deliver such other certifications as may be required by the relevant Transfer Agent and (b) the relevant Transfer Agent must, after due and careful enquiry, be satisfied with the documents of title and the identity of the Person(s) making the request. Any such transfer will be subject to such additional reasonable regulations as the Issuer and the Registrar may from time to time prescribe (the initial such regulations being set out in the Agency Agreement).

Subject as provided in the preceding paragraph, the relevant Transfer Agent will promptly (and, in any event, within three business days (being for this purpose a day on which commercial banks are open for business in the city where the specified office of the relevant Transfer Agent is located)) after its receipt of such a request (or such longer period as may be required to comply with any applicable fiscal or other laws), authenticate (or procure the authentication of) and: (x) deliver, or procure the delivery of, at its specified office to the specified transferee or (y) if so requested by the specified transferee (and then at the risk of such transferee), send by uninsured mail (to such address as such transferee may request) a new Definitive Registered Note of a like aggregate principal amount to the Definitive Registered Note (or the relevant part of the Definitive Registered Note) being transferred.

In the case of the transfer of part only of a Definitive Registered Note, a new Definitive Registered Note in respect of the balance of the Definitive Registered Note not transferred will be so authenticated and delivered or (if so requested by the transferor, and then at the risk of such transferor) sent by uninsured mail (to such transferor's address in the Register) to such transferor. No transfer of a Definitive Registered Note (or a portion thereof) will be valid unless and until entered in the Register.

### **2.3 Costs of Registration**

Noteholders will not be charged by the Issuer or any of the Agents for any costs and expenses of effecting any registration of transfer of Notes in the Register as provided in this Condition 2, except for any costs or expenses of delivery other than by regular uninsured mail and except that the Issuer and/or any Agent may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration and/or transfer.

### **2.4 Noteholder Establishment of Clearing of a Definitive Registered Note**

For so long as any Notes of a Series are represented by a Registered Global Note, a holder of a Definitive Registered Note of the same Series may (to the extent that it has established settlement through DTC, Euroclear and/or Clearstream, Luxembourg) exchange such Definitive Registered Note for interests in the relevant Registered Global Note of the same Series at any time.

## **3. STATUS OF THE NOTES**

The Notes and Coupons (and claims for payment by the Issuer in respect thereof) are direct, unconditional, unsubordinated and (subject to the provisions of Condition 4) unsecured obligations of the Issuer and (subject as provided above) rank and will rank *pari passu* without any preference or priority among themselves and with all other outstanding unsecured and unsubordinated obligations of the Issuer, present and future, but, in the event of insolvency, bankruptcy, liquidation or similar event relating to the Issuer, only to the extent permitted by applicable laws relating to creditors' rights.

## **4. NEGATIVE PLEDGE**

### **4.1 Negative Pledge**

So long as any Note of this Series remains outstanding, the Issuer will not create or have outstanding any mortgage, charge, lien, pledge or other security interest (each a "*Security Interest*") upon, or with respect to, any of its present or future business, undertaking, assets or

revenues (including any uncalled capital) to secure any Relevant Indebtedness unless the Issuer, in the case of the creation of a Security Interest, before or at the same time and, in any other case, promptly, takes any and all action necessary to ensure that:

- (a) all amounts payable by it under the Notes of this Series are secured by the Security Interest equally and rateably with the Relevant Indebtedness,
- (b) such Security Interest is terminated,
- (c) such other arrangement (whether or not it includes the giving of a Security Interest) is provided for the benefit of the Noteholders as is approved by an Extraordinary Resolution of the Noteholders of this Series, or
- (d) such Security Interest is provided as is approved by an Extraordinary Resolution of the Noteholders of this Series.

Nothing in this Condition 4.1 shall prevent the Issuer from creating or permitting to subsist any Security Interest upon, or with respect to, any present or future business, undertaking, assets or revenues (including any uncalled capital) or any part thereof that is created pursuant to: (i) a bond, note or other indebtedness whereby the payment obligations are secured by a segregated pool of assets (whether held by the Issuer or any third party guarantor) (any such bond, note or other indebtedness, a “*Covered Bond*”) or (ii) any securitisation of receivables or other payment rights, asset-backed financing or similar financing structure (created in accordance with normal market practice) and whereby all payment obligations secured by such Security Interest or having the benefit of such Security Interest are to be discharged principally from such business, undertaking, assets or revenues (or, in the case of Direct Recourse Securities, by direct unsecured recourse to the Issuer); *provided* that the aggregate then-existing balance sheet value of receivables or other assets subject to any Security Interest created in respect of: (A) Covered Bonds that are Relevant Indebtedness and (B) any other secured Relevant Indebtedness (other than Direct Recourse Securities) of the Issuer, when added to the outstanding principal amount of all Direct Recourse Securities that are Relevant Indebtedness, does not, at the time of the incurrence thereof, exceed 15% of the consolidated total assets of the Issuer (as shown in the most recent audited consolidated financial statements of the Issuer prepared in accordance with the BRSA Principles).

## 4.2 Defined Terms

For the purposes of these Conditions:

“*BRSA Principles*” means the laws relating to the accounting and financial reporting of banks in Türkiye (including the “Regulation on Accounting Applications for Banks and Safeguarding of Documents” related to the Banking Law as published in the Official Gazette No. 26333 dated 1 November 2006, other regulations on the accounting records of banks published by the Banking Regulation and Supervision Board, which is the board of the Banking Regulation and Supervision Agency (in Turkish: *Bankacılık Düzenleme ve Denetleme Kurumu*) (the “*BRSA*”), and circulars and interpretations published by the BRSA) and, for matters that are not regulated by such laws, the Turkish Accounting Standards 34 (“*TAS 34*”) Interim Financial Reporting Standard and the “Turkish Financial Reporting Standards” issued by the Public Oversight, Accounting and Auditing Standards Authority (in Turkish: *Kamu Gözetimi Muhasebe ve Denetim Standartları Kurumu*),

“*Direct Recourse Securities*” means securities (other than Covered Bonds) issued in connection with any securitisation of receivables or other payment rights, asset-backed financing or similar financing structure (created in accordance with normal market practice) and whereby all payment obligations secured by a Security Interest or having the benefit of a Security Interest are to be discharged principally from such business, undertaking, assets or revenues or by direct unsecured recourse to the Issuer, and

“*Relevant Indebtedness*” means: (a) any present or future indebtedness (whether being principal, premium, interest or other amounts) for or in respect of any notes, bonds, debentures, debenture stock, loan stock or other securities that (with the consent of the issuer of the indebtedness) are for the time being quoted, listed or ordinarily dealt in on any stock exchange, over-the-counter or other organised securities market or any loan disbursed to the Issuer as a borrower under a loan participation note or similar transaction, where such securities or loans have an initial maturity at issue or disbursement in excess of 365 days, and (b) any guarantee or indemnity of any such indebtedness.

## **5. COVENANTS**

### **5.1 Maintenance of Authorisations**

So long as any Note remains outstanding, the Issuer shall take all necessary action to maintain, obtain and promptly renew, and do or cause to be done all things reasonably necessary to ensure the continuance of, all consents, permissions, licences, approvals and authorisations, and make or cause to be made all registrations, recordings and filings, that may at any time be required to be obtained or made in Türkiye (including, without limitation, with the CMB and the BRSA) for: (a) the execution, delivery or performance of the Agency Agreement, the Deed of Covenant, the Deed Poll and the Notes or for the validity or enforceability thereof or (b) the conduct by it of the Permitted Business, save for any consents, permissions, licences, approvals, authorisations, registrations, recordings and filings that are immaterial in the conduct by the Issuer of the Permitted Business.

### **5.2 Transactions with Affiliates**

So long as any Note remains outstanding, the Issuer shall not, and shall procure that none of its Subsidiaries will, in any 12 month period: (a) make any payment to, (b) sell, lease, transfer or otherwise dispose of any of its properties, revenues or assets to, (c) purchase any properties, revenues or assets from or (d) enter into or make or amend any transaction, contract, agreement, understanding, loan, advance, indemnity or guarantee (whether related or not) with, or for the benefit of, any Affiliate (each an “*Affiliate Transaction*”), which Affiliate Transaction has (or, when taken together with any other Affiliate Transactions during such 12 month period, in the aggregate have) a value in excess of US\$50,000,000 (or its equivalent in any other currency) unless such Affiliate Transaction (and each such other aggregated Affiliate Transaction) is on terms that are no less favourable to the Issuer or the relevant Subsidiary than those that would have been obtained in a comparable transaction by the Issuer or such Subsidiary with an unrelated Person.

### 5.3 Financial Reporting

So long as any Note remains outstanding, the Issuer shall deliver to the Fiscal Agent for distribution to any Noteholder upon such Noteholder's written request to the Fiscal Agent:

- (a) not later than six months after the end of each financial year of the Issuer, English language copies of the Issuer's audited consolidated and (if published) unconsolidated financial statements for such financial year, prepared in accordance with the BRSA Principles, with the corresponding financial statements for the preceding financial year, and all such annual financial statements shall be accompanied by the report of the auditors thereon, and
- (b) not later than 120 days after the end of each of the first three quarters of each financial year of the Issuer, English language copies of its unaudited (or, if published, audited) consolidated and (if published) unconsolidated financial statements for such three month period, prepared in accordance with the BRSA Principles, with the corresponding financial statements for the corresponding period of the previous financial year, and all such interim financial statements shall be accompanied by the report of the auditors thereon;

*provided* that any such financial statement shall be deemed to have been delivered on the date on which the Issuer has published such financial statement (in a manner that is readily accessible to all) on its website (as of 23 June, 2023, [www.vakifbank.com.tr/financials.aspx?pageID=2681](http://www.vakifbank.com.tr/financials.aspx?pageID=2681)) (the Issuer shall promptly notify the Fiscal Agent that the Issuer has published such financial statement on such website).

### 5.4 Defined Terms

For the purposes of these Conditions:

*"Affiliate"* means, in respect of any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person, and, in the case of a natural person, any immediate family member of such person; for the purposes of this definition, *"control,"* as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise, and the terms *"controlling," "controlled by"* and *"under common control with"* shall have corresponding meanings,

*"Permitted Business"* means any business that is the same as or related, ancillary or complementary to any of the businesses of the Issuer on the Issue Date of the first Tranche of the Notes of this Series,

*"Person"* means any individual, company, partnership, association, unincorporated organisation, trust or other juridical entity, including, without limitation, any state or agency of a state or other entity, whether or not having separate legal personality, and

*"Subsidiary"* means, in relation to any Person (the *"first Person"*), any other Person: (a) in which such first Person holds a majority of the voting rights, (b) of which such first Person is a member and has the right to appoint or remove a majority of the board of directors or (c) of which such first Person is a member and controls a majority of the voting rights, and includes any company that is a Subsidiary of a Subsidiary of such Person; *however,* in relation to the



consolidated financial statements of a Person, a Subsidiary shall mean Persons that are consolidated into such first Person.

## 6. INTEREST

The applicable Final Terms indicate whether the Notes are Fixed Rate Notes, Floating Rate Notes or Zero Coupon Notes.

### 6.1 Interest on Fixed Rate Notes

This Condition 6.1 applies to Fixed Rate Notes only. The applicable Final Terms contains provisions applicable to the determination of fixed rate interest and must be read in conjunction with this Condition 6.1 for full information on the manner in which interest is calculated on Fixed Rate Notes. In particular, the applicable Final Terms specifies the Interest Commencement Date, the Rate(s) of Interest, the Interest Payment Date(s), the Maturity Date, the Fixed Coupon Amount, any applicable Broken Amount, the Calculation Amount, the Day Count Fraction, any applicable Determination Date and whether the provisions relating to Modified Fixed Rate Notes will be applicable.

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) *per annum* equal to the applicable Rate(s) of Interest. Interest on Fixed Rate Notes will, subject as provided in these Conditions, be payable in arrear on the applicable Interest Payment Date(s) in each year up to (and including) the Maturity Date.

In the case of Definitive Notes, the Interest Amount payable on each Interest Payment Date in respect of the Interest Period ending on (but excluding) such date will amount, where a “Fixed Coupon Amount” is specified in the applicable Final Terms, to the Fixed Coupon Amount so specified; *provided* that the Interest Amount payable on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

Except in the case of Definitive Notes where an applicable Fixed Coupon Amount (and, if applicable, a Broken Amount) is specified in the applicable Final Terms, interest shall be calculated in respect of any period by multiplying the then-applicable Interest Rate by:

- (a) in the case of Fixed Rate Notes that are represented by a Global Note, the aggregate outstanding principal amount of the Fixed Rate Notes represented by such Global Note, or
- (b) in the case of Fixed Rate Notes in definitive form, the Calculation Amount,

and, in each case, multiplying such amount by the applicable Day Count Fraction. The resultant figure (including the application of any Fixed Coupon Amount or Broken Amount to the Calculation Amount in the case of Fixed Rate Notes in definitive form) shall be rounded to the nearest sub-unit of the relevant Specified Currency (with half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention with the written consent of the Issuer). Where the Specified Denomination of a Fixed Rate Note in definitive form is an amount other than the Calculation Amount, the amount of interest payable on such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

If Modified Fixed Rate Notes is specified as applicable in the applicable Final Terms and Interest Periods and Interest Amounts are specified as being subject to adjustment, then a

Business Day Convention shall also be specified in the applicable Final Terms and (where applicable) Interest Payment Dates shall be postponed or brought forward, as the case may be, in accordance with Condition 6.6(b) and the relevant Interest Period and Interest Amount payable on the Interest Payment Date for such Interest Period will be adjusted accordingly.

## 6.2 Interest on Floating Rate Notes

This Condition 6.2 applies to Floating Rate Notes only. The applicable Final Terms contains provisions applicable to the determination of floating rate interest and must be read in conjunction with this Condition 6.2 for full information on the manner in which interest is calculated on Floating Rate Notes. In particular, the applicable Final Terms specifies any Specified Interest Payment Dates, any Specified Period, the Interest Commencement Date, the Business Day Convention, any Specified Business Centres, whether ISDA Determination or Screen Rate Determination applies to the calculation of interest, the party who will calculate the amount of interest due if it is not the Fiscal Agent, the Margin, any maximum or minimum interest rates, the Day Count Fraction and whether the provisions relating to Modified Floating Rate Notes will be applicable. Where “ISDA Determination” applies to the calculation of interest, the applicable Final Terms will also specify the applicable Floating Rate Option, Designated Maturity and Reset Date. Where Screen Rate Determination applies to the calculation of interest, the applicable Final Terms will also specify the applicable Reference Rate, Specified Time, Relevant Financial Centre, Interest Determination Date(s) and Relevant Screen Page.

### (a) *Interest Payment Dates*

Each Floating Rate Note bears interest from (and including) the Interest Commencement Date and such interest shall be payable, subject as provided in these Conditions, in arrear on either:

- (i) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms, or
- (ii) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, with each Specified Interest Payment Date, an “*Interest Payment Date*” for the purpose of such Floating Rate Note) that falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest shall be payable in respect of each Interest Period.

### (b) *Interest Rate*

The Interest Rate payable from time to time in respect of Floating Rate Notes shall be determined in the manner specified in the applicable Final Terms.

#### (i) *ISDA Determination for Floating Rate Notes*

Where “ISDA Determination” is specified in the applicable Final Terms for a Tranche as the manner in which the Interest Rate for such Tranche is to be determined, the Interest Rate for such Tranche for each Interest Period shall be the relevant ISDA Rate *plus* or *minus* (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this clause (i), “*ISDA Rate*”

for an Interest Period means a rate equal to the Floating Rate that would be determined by the Fiscal Agent or other Person specified in the applicable Final Terms under an interest rate swap transaction if the Fiscal Agent or that other Person were acting as the Calculation Agent for that swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (A) the Floating Rate Option is as specified in the applicable Final Terms,
- (B) the Designated Maturity (if applicable) is the period specified in the applicable Final Terms,
- (C) the relevant Reset Date is the day specified in the applicable Final Terms,
- (D) if the Floating Rate Option is an Overnight Floating Rate Option and a Compounding Method is specified in the applicable Final Terms, then the Overnight Rate Compounding Method will be one of the following as specified in the applicable Final Terms: (1) Compounding with Lookback, (2) Compounding with Observation Period Shift or (3) Compounding with Lockout,
- (E) if the Floating Rate Option is an Overnight Floating Rate Option and an Averaging Method is specified in the applicable Final Terms, then the Overnight Averaging Method will be one of the following as specified in the applicable Final Terms: (1) Averaging with Lookback, (2) Averaging with Observation Period Shift or (3) Averaging with Lockout, and
- (F) if the Floating Rate Option is a Compounded Index Floating Rate Option, then the Index Method will be the Compounded Index Method with Observation Period Shift as specified in the applicable Final Terms.

In connection with the Overnight Rate Compounding Method, references in the ISDA Definitions to numbers or other items specified in the relevant confirmation shall be deemed to be references to the numbers or other items specified for such purpose in the applicable Final Terms. Unless otherwise stated in the applicable Final Terms, the Minimum Interest Rate shall be deemed to be zero.

For the purposes of this clause (i), “Floating Rate,” “Calculation Agent,” “Floating Rate Option,” “Designated Maturity,” “Reset Date,” “Overnight Floating Rate Option,” “Overnight Rate Compounding Method,” “Compounding with Lookback,” “Compounding with Observation Period Shift,” “Compounding with Lockout,” “Averaging with Lookback,” “Averaging with Observation Period Shift,” “Averaging with Lockout,” “Compounded Index Floating Rate Option,” “Index Method” and “Compounded Index Method with Observation Period Shift” shall have the meanings given to those terms in the ISDA Definitions.

For these purposes, “*ISDA Definitions*” means, in relation to any Series of Notes:

- (a) unless “2021 ISDA Definitions” are specified as being applicable in the relevant Final Terms, the 2006 ISDA Definitions (as amended and supplemented as at the date of issue of the first Tranche of Notes of this Series (as specified in the relevant Final Terms)) as published by the International Swaps and Derivatives Association, Inc. (or any successor or replacement thereof) (“*ISDA*”), or
  - (b) if “2021 ISDA Definitions” are specified as being applicable in the relevant Final Terms, then the latest version of the 2021 ISDA Interest Rate Derivatives Definitions, including each Matrix (as defined therein) (and any successor or replacement thereof), each as published by ISDA at the date of issue of the first Tranche of Notes of this Series.
- (ii) *Screen Rate Determination for Floating Rate Notes (other than for SOFR, SONIA or TLREF)*

Where “Screen Rate Determination” is specified in the applicable Final Terms for a Tranche as the manner in which the Interest Rate for such Tranche is to be determined in respect of any Reference Rate other than for SOFR, SONIA or TLREF, the Interest Rate for such Tranche for each Interest Period shall, subject as provided below, be either:

- (A) if there is only one quotation on the Relevant Screen Page, the offered quotation, or
- (B) in any other case, the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate *per annum*) for the Reference Rate(s) that appear(s) on the Relevant Screen Page (or such replacement page on that service that displays the information) as of the Specified Time in the Relevant Financial Centre on the Interest Determination Date in question *plus* or *minus* (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Fiscal Agent or the Calculation Agent, as applicable. If five or more of such offered quotations are available on the Relevant Screen Page, then the highest (or, if there is more than one such highest quotation, then only one of such quotations) and the lowest (or, if there is more than one such lowest quotation, then only one of such quotations) shall be disregarded by the Fiscal Agent or the Calculation Agent, as applicable, for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

The Agency Agreement contains provisions for determining the Interest Rate in the event that the Relevant Screen Page is not available or if, in the case of clause (A) above, no such offered quotation appears or if, in the case of clause (B) above, fewer than three such offered quotations appear, in each case, as at the time specified in the preceding paragraph.

- (iii) *Screen Rate Determination for Floating Rate Notes that reference SONIA and for which the Calculation Method is Compounded Daily SONIA*

Where “Screen Rate Determination” is specified in the applicable Final Terms for a Tranche as the manner in which the Interest Rate for such Tranche is to be determined, the Reference Rate is specified in the applicable Final Terms as being SONIA and the Calculation Method is specified in the applicable Final Terms as being “Compounded Daily SONIA,” then:

- (A) The Interest Rate for each Interest Accrual Period shall, subject as provided below, be Compounded Daily SONIA, as determined by the Calculation Agent, plus or minus (as indicated in the applicable Final Terms) the Margin (if any).
- (B) If, in respect of any London Banking Day in the relevant Observation Period, the applicable SONIA Reference Rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, then the SONIA Reference Rate in respect of such London Banking Day shall, unless the Calculation Agent has been notified of any Successor Rate or Alternative Rate (and, in either case, the applicable Adjustment Spread and the specific terms of any Benchmark Amendments) in accordance with Condition 6.7(I)(e), be the sum of: (1) the Bank of England’s Bank Rate (the “*Bank Rate*”) prevailing at 5:00 p.m. (or, if earlier, the close of business) on such London Banking Day and (2) the mean of the spread of the SONIA Reference Rate to the Bank Rate over the previous five London Banking Days on which a SONIA Reference Rate has been published, excluding the highest spread (or, if there are more than one highest spread, then only one of those highest spreads) and the lowest spread (or, if there are more than one lowest spread, then only one of those lowest spreads).
- (C) Notwithstanding clause (B) of this Condition 6.2(b)(iii) and subject to Condition 6.7(I)(e), in the event the Bank of England publishes guidance as to: (1) how the SONIA Reference Rate is to be determined or (2) any rate that is to replace the SONIA Reference Rate, then the Calculation Agent shall, to the extent that is reasonably practicable and as set forth in a direction from the Issuer in writing, follow such guidance in order to determine the SONIA Reference Rate for any London Banking Day “i” for purposes of the Notes and for so long as the SONIA Reference Rate is not available or has not been published by the relevant authorised distributors.
- (D) If, on any Interest Determination Date, the Interest Rate cannot be determined by reference to any of clauses (A) to (C) of this Condition 6.2(b)(iii), then the Interest Rate for the relevant Interest Accrual Period shall be: (1) the Interest Rate determined as of the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Interest Rate or Minimum Interest Rate is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum Interest Rate or Minimum Interest Rate relating to the

relevant Interest Accrual Period in place of the Margin or Maximum Interest Rate or Minimum Interest Rate relating to that last preceding Interest Accrual Period) or (2) if there is no such preceding Interest Determination Date, the initial Interest Rate that would have been applicable to such Notes for the first Interest Accrual Period had the Notes been in issue for a period equal in duration to the first Interest Accrual Period but ending on (and excluding) the Interest Commencement Date (and applying the Margin and, if applicable, any Maximum Interest Rate or Minimum Interest Rate applicable to the first Interest Accrual Period).

- (E) If the Notes become due and payable in accordance with Condition 11, then the final Interest Rate shall be calculated for the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the date on which the Notes become so due and payable, and such Interest Rate shall continue to apply to the Notes for so long as interest continues to accrue thereon as provided in Condition 6.5.
- (F) As used in this Condition 6.2(b)(iii):

“*Calculation Agent*” means the Fiscal Agent or such other entity specified in the applicable Final Terms as the Person responsible for the calculation of the Rate(s) of Interest and the Interest Amount(s) or such other amounts as may be specified in the applicable Final Terms.

“*Compounded Daily SONIA*” means, with respect to any Interest Accrual Period, the rate of return of a daily compound interest investment (with the daily SONIA Reference Rate as reference rate for the calculation of interest) as calculated by the Calculation Agent on the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage shall be rounded if necessary to the fourth decimal place, with 0.00005 being rounded upwards):

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

“*d*” means: (a) where in the applicable Final Terms “Lag” is specified as the Observation Method, the number of calendar days in the relevant Interest Accrual Period, or (b) where in the applicable Final Terms “Shift” is specified as the Observation Method, the number of calendar days in the relevant Observation Period,

“*d<sub>o</sub>*” means: (a) where in the applicable Final Terms “Lag” is specified as the Observation Method, the number of London Banking Days in the relevant Interest Accrual Period, or (b) where in the applicable Final Terms “Shift” is specified as the Observation Method, the number of London Banking Days in the relevant Observation Period,

“*i*” means a series of whole numbers from one to  $d_o$ , each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in: (a) where in the applicable Final Terms “Lag” is specified as the Observation Method, the relevant Interest Accrual Period, or (b) where in the applicable Final Terms “Shift” is specified as the Observation Method, the relevant Observation Period,

“*Interest Accrual Period*” means: (a) each Interest Period and (b) any other Relevant Period,

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

“ $n_i$ ”, for any London Banking Day “*i*”, means the number of calendar days from and including such London Banking Day “*i*” up to but excluding the earlier of: (a) the following London Banking Day and (b) the last day of the relevant Interest Accrual Period or, in respect of the final Interest Accrual Period, the Maturity Date,

“*Observation Look-Back Period*” means the period specified as such in the applicable Final Terms,

“*Observation Period*” means the period from (and including) the date falling “*p*” London Banking Days prior to the first day of the relevant Interest Accrual Period to (but excluding): (a) the date falling “*p*” London Banking Days prior to the Interest Payment Date for such Interest Accrual Period or (b) such date (if any) on which the relevant payment of interest falls due (but that by its definition and the operation of the relevant provisions is excluded from the Interest Accrual Period),

“*p*” means the number of London Banking Days included in the Observation Look-Back Period, as specified in the applicable Final Terms (which, if the Fiscal Agent is also the Calculation Agent, shall not be less than “5” unless otherwise agreed with the Fiscal Agent in the applicable Final Terms),

“*Relevant SONIA<sub>i</sub>*” means, in respect of any London Banking Day “*i*”: (a) where “Lag” is specified as the Observation Method in the applicable Final Terms,  $SONIA_{i-pLBD}$ , or (b) where “Shift” is specified as the Observation Method in the applicable Final Terms,  $SONIA_iLBD$ ,

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

“*SONIA<sub>i</sub>LBD*” means, in respect of any London Banking Day “i” falling in the relevant Observation Period, the SONIA Reference Rate for such London Banking Day “i”, and

“*SONIA<sub>i-p</sub>LBD*” means, in respect of any London Banking Day “i” falling in the relevant Interest Accrual Period, the SONIA Reference Rate for the London Banking Day falling “p” London Banking Days prior to such London Banking Day “i”.

- (iv) *Screen Rate Determination for Floating Rate Notes that reference SONIA and for which the Calculation Method is Compounded Index Rate*

Where “Screen Rate Determination” is specified in the applicable Final Terms for a Tranche as the manner in which the Interest Rate for such Tranche is to be determined, the Reference Rate is specified in the applicable Final Terms as being SONIA and the Calculation Method is specified in the applicable Final Terms as being “Compounded Index Rate,” then the Interest Rate for each Interest Accrual Period shall be Compounded Daily SONIA for the Interest Accrual Period determined by reference to the screen rate or index for Compounded Daily SONIA administered by the administrator of the SONIA Reference Rate that is published or displayed by such administrator or other information service from time to time at the relevant time on the relevant Index Determination Dates specified below as further specified in the applicable Final Terms (the “*SONIA Compounded Index*”) as calculated in accordance with the following formula (and the resulting percentage shall be rounded if necessary to the fourth decimal place, with 0.00005 being rounded upwards) plus or minus (as indicated in the applicable Final Terms) the Margin, if any, all determined by the Calculation Agent.

Compounded Daily SONIA rate is equal to:

$$\left( \frac{\text{SONIA Compounded Index}_y}{\text{SONIA Compounded Index}_x} - 1 \right) \times \frac{365}{d}$$

where:

“x” denotes that the relevant SONIA Compounded Index is the SONIA Compounded Index determined in relation to the day falling the Relevant Number of London Banking Days prior to the first day of the relevant Interest Accrual Period,

“y” denotes that the relevant SONIA Compounded Index is the SONIA Compounded Index determined in relation to the day falling the Relevant Number of London Banking Days prior to the Interest Payment Date for such Interest Accrual Period or such other date as when the relevant payment of interest falls to be due (but that by definition or the operation of the relevant provisions is excluded from such Interest Accrual Period),

a day on which the SONIA Compounded Index is determined pursuant to clause “x” or “y” above is referred to as an “*Index Determination Date*,”



“*d*” is the number of calendar days from (and including) the day in relation to which “*x*” is determined to (but excluding) the day in relation to which “*y*” is determined, and

“*Relevant Number*” is as specified in the applicable Final Terms (or, if no such number is so specified, five London Banking Days).

If the SONIA Compounded Index is not published or displayed by the administrator of the SONIA Reference Rate or other information service at the relevant time on any relevant Index Determination Date as specified in the applicable Final Terms, then the Compounded Daily SONIA rate for the applicable Interest Accrual Period for which SONIA Compounded Index is not available shall be “Compounded Daily SONIA” determined in accordance with Condition 6.2(b)(iii) above as if Compounded Daily SONIA had been specified in the applicable Final Terms in place of Compounded Index Rate. For these purposes, the “Calculation Method” shall be deemed to be “Compounded Daily SONIA,” the “Relevant Number” specified in the applicable Final Terms shall be deemed to be the “Observation Lookback Period” and “Observation Method” shall be deemed to be “Shift,” as if Compounded Index Rate is not specified as being applicable and these alternative elections had been made.

If the Notes become due and payable in accordance with Condition 11, then the final Interest Rate shall be calculated for the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the date on which the Notes become so due and payable, and such Interest Rate shall continue to apply to the Notes for so long as interest continues to accrue thereon as provided in Condition 6.5.

- (v) *Screen Rate Determination for Floating Rate Notes that reference SOFR and for which the Calculation Method is SOFR Index Rate with Observation Period Shift*

Where “Screen Rate Determination” is specified in the applicable Final Terms for a Tranche as the manner in which the Interest Rate for such Tranche is to be determined, the Reference Rate is specified in the applicable Final Terms as being SOFR and the Calculation Method is specified in the applicable Final Terms as being “SOFR Index Rate with Observation Period Shift,” then the Interest Rate for each Interest Period shall be Compounded SOFR, as defined immediately below, plus or minus (as indicated in the applicable Final Terms) the Margin.

“*Compounded SOFR*,” with respect to any Interest Period, means the rate computed in accordance with the following formula (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards):

$$\left( \frac{SOFR\ Index_{End}}{SOFR\ Index_{Start}} - 1 \right) \times \frac{360}{d_c}$$

where:

“*SOFR Index<sub>Start</sub>*” is the SOFR Index value for the day that is five U.S. Government Securities Business Days, or such other number of U.S. Government Securities Business Days as specified in the applicable Final Terms, preceding the first date of the relevant Interest Period,

“*SOFR Index<sub>End</sub>*” is the SOFR Index value for the day that is five U.S. Government Securities Business Days, or such other number of U.S. Government Securities Business Days as specified in the applicable Final Terms, preceding the Interest Payment Date relating to such Interest Period, and

“*d<sub>c</sub>*” is the number of calendar days from (and including) *SOFR Index<sub>Start</sub>* to (but excluding) *SOFR Index<sub>End</sub>*.

“*Interest Period*” means each period, the duration of which will be indicated in the applicable Final Terms, from (and including) an Interest Payment Date (or, in the case of the first Interest Period, the Interest Commencement Date) to (but excluding) the next Interest Payment Date (or, in the case of the final Interest Period, the Maturity Date or, if the Issuer elects to redeem the Floating Rate Notes on the redemption date, the redemption date).

“*SOFR Administrator*” means the Federal Reserve Bank of New York (or a successor administrator of the “Secured Overnight Financing Rate”).

“*SOFR Administrator’s Website*” means the website of the Federal Reserve Bank of New York (currently [www.newyorkfed.org/markets/treasury-repo-reference-rates-information](http://www.newyorkfed.org/markets/treasury-repo-reference-rates-information)) or any successor source.

“*SOFR Index*” means, with respect to any U.S. Government Securities Business Day, the SOFR Index value as published by the SOFR Administrator as such index appears on the SOFR Administrator’s Website at 3:00 p.m. (New York time) on such U.S. Government Securities Business Day (the “*SOFR Index Determination Time*”); *provided* that if a SOFR Index value does not so appear at the SOFR Index Determination Time, then:

- (a) if a Benchmark Event and its related Benchmark Replacement Date (each as defined in Condition 6.7(II)) have not occurred with respect to SOFR, then Compounded SOFR shall be the rate determined pursuant to the “SOFR Index Unavailable Provisions” definition below, or
- (b) if a Benchmark Event and its related Benchmark Replacement Date have occurred with respect to SOFR, then Compounded SOFR shall be the rate determined pursuant to Condition 6.7(II).

where:

“*SOFR*” means the daily secured overnight financing rate as published by the SOFR Administrator on the SOFR Administrator’s Website,

“*SOFR Index Unavailable Provisions*”: If a *SOFR Index<sub>Start</sub>* or *SOFR Index<sub>End</sub>* is not published on the associated Interest Determination Date

and a Benchmark Event and its related Benchmark Replacement Date (each as defined in Condition 6.7(II)) have not occurred with respect to SOFR, then “Compounded SOFR” means, for the applicable Interest Period for which such index is not available, the rate of return on a daily compounded interest investment calculated in accordance with the formula for “SOFR Averages,” and definitions required for such formula, published on the SOFR Administrator’s Website. For the purposes of this provision, references in the “SOFR Averages” compounding formula and related definitions to “calculation period” shall be replaced with “Observation Period” and the words “that is, 30-, 90-, or 180- calendar days” shall be removed. If the daily SOFR (“SOFR<sub>i</sub>”) does not so appear for any day “i” in the Observation Period, then SOFR<sub>i</sub> for such day “i” shall be SOFR published in respect of the first preceding U.S. Government Securities Business Day for which SOFR was published on the SOFR Administrator’s Website, and

“Interest Determination Date” means the date the number of U.S. Government Securities Business Days specified in the applicable Final Terms before each Interest Payment Date,

“Observation Period” means, in respect of each Interest Period, the period from (and including) the date that is the number of U.S. Government Securities Business Days specified in the applicable Final Terms preceding the first date in such Interest Period to (but excluding) the date that is the same number of U.S. Government Securities Business Days so specified and preceding the Interest Payment Date for such Interest Period, and

“U.S. Government Securities Business Day” means any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

- (vi) *Screen Rate Determination for Floating Rate Notes that reference SOFR and for which the Calculation Method is Compounded SOFR with Lookback*

Where “Screen Rate Determination” is specified in the applicable Final Terms for a Tranche as the manner in which the Interest Rate for such Tranche is to be determined, the Reference Rate is specified in the applicable Final Terms as being SOFR and the Calculation Method is specified in the applicable Final Terms as being “Compounded SOFR with Lookback,” then the Interest Rate for each Interest Period shall be Compounded SOFR, as defined immediately below, plus or minus (as indicated in the applicable Final Terms) the Margin.

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

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{SOFR_{i-yUSBD} \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

“ $d_0$ ” for any Interest Period means the number of U.S. Government Securities Business Days in such Interest Period,

“ $i$ ” means a series of whole numbers from one to  $d_0$ , each representing the relevant U.S. Government Securities Business Day in chronological order from (and including) the first U.S. Government Securities Business Day in the relevant Interest Period,

“ $SOFR_{i-yUSBD}$ ” for any U.S. Government Securities Business Day “ $i$ ” in the relevant Interest Period is equal to SOFR in respect of the U.S. Government Securities Business Day falling “ $y$ ” (the Lookback Number of U.S. Government Securities Business Days) days prior to that day “ $i$ ”,

“ $n_i$ ” for any U.S. Government Securities Business Day “ $i$ ” in the relevant Interest Period is the number of calendar days from (and including) such U.S. Government Securities Business Day “ $i$ ” to (but excluding) the following U.S. Government Securities Business Day (“ $i+1$ ”), and

“ $d$ ” means the number of calendar days in the relevant Interest Period.

“SOFR,” with respect to any U.S. Government Securities Business Day, means:

- (a) the Secured Overnight Financing Rate published for such U.S. Government Securities Business Day as such rate appears on the SOFR Administrator’s Website at 3:00 p.m. (New York time) on the next U.S. Government Securities Business Day (the “*SOFR Determination Time*”),
- (b) if the rate specified in clause (a) does not so appear, unless both a Benchmark Event and its related Benchmark Replacement Date (as each such term is defined in Condition 6.7(II)) have occurred, the Secured Overnight Financing Rate as published in respect of the first preceding U.S. Government Securities Business Day for which the Secured Overnight Financing Rate was published on the SOFR Administrator’s Website, or
- (c) if a Benchmark Event and its related Benchmark Replacement Date have occurred, the Benchmark Replacement, subject to the provisions described (and as defined) in Condition 6.7(II),

where:

“*Interest Period*” and “*Interest Determination Date*” each have the meaning ascribed to the respective term in Condition 6.2(b)(v), and

“*Lookback Number of U.S. Government Securities Business Days*” has the meaning specified in the applicable Final Terms and represented in the formula above as “ $y$ ”.

- (vii) *Screen Rate Determination for Floating Rate Notes that reference SOFR and for which the Calculation Method is Compounded SOFR with Observation Period Shift*

Where “Screen Rate Determination” is specified in the applicable Final Terms for a Tranche as the manner in which the Interest Rate for such Tranche is to be determined, the Reference Rate is specified in the applicable Final Terms as being SOFR and the Calculation Method is specified in the applicable Final Terms as being “Compounded SOFR with Observation Period Shift,” then the Interest Rate for each Interest Period shall be Compounded SOFR, as defined immediately below, plus or minus (as indicated in the applicable Final Terms) the Margin.

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

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{SOFR_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

“*d*” for any Observation Period means the number of U.S. Government Securities Business Days in the relevant Observation Period,

“*i*” means a series of whole numbers from one to *d*, each representing the relevant U.S. Government Securities Business Day in chronological order from (and including) the first U.S. Government Securities Business Day in the relevant Observation Period,

“*SOFR<sub>i</sub>*” for any U.S. Government Securities Business Day “*i*” in the relevant Observation Period is equal to SOFR (as defined in Condition 6.2(b)(vi)) in respect of that day “*i*”,

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

“*d*” means the number of calendar days in the relevant Observation Period.

“Interest Period,” “Interest Determination Date” and “Observation Period” each have the meaning ascribed to the respective term in Condition 6.2(b)(v).

- (viii) *Screen Rate Determination for Floating Rate Notes that reference SOFR and for which the Calculation Method is Compounded SOFR with Payment Delay*

Where “Screen Rate Determination” is specified in the applicable Final Terms for a Tranche as the manner in which the Interest Rate for such Tranche is to be determined, the Reference Rate is specified in the applicable Final Terms

as being SOFR and the Calculation Method is specified in the applicable Final Terms as being “Compounded SOFR with Payment Delay,” then the Interest Rate for each Interest Period shall be Compounded SOFR, as defined immediately below, plus or minus (as indicated in the applicable Final Terms) the Margin.

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

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{SOFR_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

“*d*” for any Interest Accrual Period means the number of U.S. Government Securities Business Days in the relevant Interest Accrual Period,

“*i*” means a series of whole numbers from one to *d*, each representing the relevant U.S. Government Securities Business Day in chronological order from (and including) the first U.S. Government Securities Business Day in the relevant Interest Accrual Period,

“*SOFR<sub>i</sub>*” for any U.S. Government Securities Business Day “*i*” in the relevant Interest Accrual Period is equal to SOFR (as defined in Condition 6.2(b)(vi)) in respect of that day “*i*”,

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

“*d*” means the number of calendar days in the relevant Interest Accrual Period.

“*Interest Accrual Period*” means each quarterly period, or such other period as specified in the applicable Final Terms, from (and including) an Interest Accrual Period End Date (or, in the case of the first Interest Accrual Period, the issue date) to (but excluding) the next Interest Accrual Period End Date (or, in the case of the final Interest Accrual Period, the Maturity Date or, if the Issuer elects to redeem the Compounded SOFR with Payment Delay Notes on any earlier redemption date, the redemption date).

“*Interest Accrual Period End Dates*” means the dates specified in the applicable Final Terms, ending on the Maturity Date or, if the Issuer elect to redeems the Compounded SOFR with Payment Delay Notes on any earlier redemption date, the redemption date.

“*Interest Payment Date*” means the second Business Day, or such other Business Day as specified in the applicable Final Terms, following each Interest Accrual Period End Date; *provided* that the Interest Payment Date with

respect to the final Interest Accrual Period shall be the Maturity Date or, if the Issuer elects to redeem the Compounded SOFR with Payment Delay Notes on any earlier redemption date, the redemption date.

“*Interest Payment Determination Date*” means the Interest Accrual Period End Date at the end of each Interest Accrual Period; *provided* that the Interest Payment Determination Date with respect to the final Interest Accrual Period shall be the Rate Cut-Off Date.

“*Rate Cut-Off Date*” means the fifth U.S. Government Securities Business Day, or such other U.S. Government Securities Business Day as specified in the applicable Final Terms, prior to the Maturity Date or redemption date, as applicable. For purposes of calculating Compounded SOFR with respect to the final Interest Accrual Period, the level of SOFR for each U.S. Government Securities Business Day in the period from (and including) the Rate Cut-Off Date to (but excluding) the Maturity Date or any earlier redemption date, as applicable, shall be the level of SOFR in respect of such Rate Cut-Off Date.

If any scheduled Interest Accrual Period End Date falls on a day that is not a Business Day, then such date shall be postponed to the following Business Day except that, if such following Business Day would fall in the next calendar month, then the Interest Accrual Period End Date shall be the immediately preceding Business Day.

(ix) *Screen Rate Determination for Floating Rate Notes that reference TLREF*

Where “Screen Rate Determination” is specified in the applicable Final Terms for a Tranche as the manner in which the Interest Rate for such Tranche is to be determined and the Reference Rate is specified in the applicable Final Terms as being TLREF, then the Interest Rate for each Interest Accrual Period shall, subject as provided below, be determined by the Calculation Agent on the relevant TLREF Interest Determination Date (by reference to the relevant published TLREF Indices in respect of the relevant Interest Accrual Period) in accordance with the following formula:

$$\left\{ \left( \frac{\text{The published TLREF Index on the second TLREF Business Day}^{\frac{n1}{n2}} \text{ preceding the applicable Interest Payment Date}}{\text{The published TLREF Index on the second TLREF Business Day} \text{ preceding the previous Interest Payment Date}} \right) - 1 \right\} * 100$$

(and the resulting percentage shall be rounded if necessary to the fourth decimal place, with 0.00005 being rounded upwards) plus or minus (as indicated in the applicable Final Terms) the Margin (if any); *provided* that, in the case of the first Interest Accrual Period, references to the “published TLREF Index on the second TLREF Business Day preceding the previous Interest Payment Date” shall be replaced by a reference to the “published TLREF Index on the day that is two TLREF Business Days preceding the first date of such Interest Accrual Period.”

For the purposes of the formula above and this Condition 6.2(b)(ix):

“*BIST TLREF Index*” means the TLREF value announced via the BISTECH Data Dissemination System (in Turkish: *BISTECH Veri Paylaşım Sistemi*) as published on the TLREF Relevant Screen.

“*Calculation Agent*” means the Issuer or, if so specified in the applicable Final Terms, a financial institution of international repute appointed by the Issuer at its own expense for these purposes.

“*Interest Accrual Period*” means: (a) each Interest Period and (b) any other Relevant Period.

“*n1*” means the number of calendar days in the relevant Interest Accrual Period.

“*n2*” means the number of calendar days between: (a) the TLREF Business Day preceding the Interest Payment Date (or such date (if any) on which the relevant payment of interest falls due (but that by its definition and the operation of the relevant provisions is excluded from the Interest Accrual Period)) and (b) the TLREF Business Day preceding the previous Interest Payment Date (provided that, in the case of the first Interest Accrual Period, reference to the “the TLREF Business Day preceding the previous Interest Payment Date” shall be replaced with a reference to “the TLREF Business Day preceding the first day of such Interest Accrual Period”).

“*published TLREF Index*” means, in respect of any TLREF Business Day, the rate of return of TLREF on the next TLREF Business Day as determined by reference to the BIST TLREF Index that references the return on overnight repo transactions realised on the Borsa İstanbul Repo-Reverse Repo Normal Orders Market, all as published at the relevant time on such TLREF Business Day on the TLREF Relevant Screen.

“*TLREF*” means the Turkish Lira overnight reference rate.

“*TLREF Business Day*” means a day (other than Saturday or Sunday) on which the BIST Repo-Reverse Repo Market (or the successor or replacement thereof) is open.

“*TLREF Committee*” means the committee consisting of representatives of the Ministry of Treasury and Finance of Türkiye, the Central Bank of Türkiye (the “*Central Bank*”), the Banks Association of Türkiye, the Capital Markets Association of Türkiye (in Turkish: *Türkiye Sermaye Piyasaları Birliği*), the BRSA, the Istanbul Settlement and Custody Bank (in Turkish: *İstanbul Takas ve Saklama Bankası A.Ş.*) and Borsa İstanbul A.Ş. or any successor or replacement thereof.

“*TLREF Interest Determination Date*” means, in respect of any Interest Accrual Period, the second TLREF Business Day prior to the day on which such Interest Accrual Period ends.



“*TLREF Reference Rate*” means, in respect of any TLREF Business Day, a reference rate equal to the published TLREF Index on such TLREF Business Day.

“*TLREF Relevant Screen*” means the “TLREF Indices” webpage that is available on the website of Borsa İstanbul A.Ş. (borsaistanbul.com) (or any successor website).

If, on any TLREF Interest Determination Date, the applicable published TLREF Index is not available on the TLREF Relevant Screen or has not otherwise been published by the TLREF Committee, then the Interest Rate in respect of the applicable Interest Accrual Period shall, unless the Calculation Agent has been notified of any Successor Rate or Alternative Rate (and, in either case, the applicable Adjustment Spread and the specific terms of any Benchmark Amendments) in accordance with Condition 6.7(I)(e), be determined as if the published TLREF Index were calculated in the following manner:

- (a) The Interest Rate in respect of such Interest Accrual Period shall be the sum of: (i) the policy rate of the Central Bank prevailing at 5:00 pm (or, if earlier, the close of business in İstanbul) on the applicable TLREF Interest Determination Date and available on the Central Bank’s website at [www.tcmb.gov.tr/wps/wcm/connect/EN/TCMB+EN/Main+Menu/Co-re+Functions/Monetary+Policy/Central+Bank+Interest+Rates/1+Week+Repo](http://www.tcmb.gov.tr/wps/wcm/connect/EN/TCMB+EN/Main+Menu/Co-re+Functions/Monetary+Policy/Central+Bank+Interest+Rates/1+Week+Repo) (or any successor or replacement website) and (ii) the mean of the spread of the published TLREF Index to the policy rate of the Central Bank over the previous five TLREF Business Days on which a TLREF Reference Rate has been published, excluding the highest spread (or, if there are more than one highest spread, then only one of those highest spreads) and the lowest spread (or, if there are more than one lowest spread, then only one of those lowest spreads).
- (b) Notwithstanding clause (a), if the TLREF Committee has published guidance as to: (i) how the TLREF Reference Rate is to be determined or (ii) any rate that is to replace the TLREF Reference Rate, then the Calculation Agent shall, to the extent that it is reasonably practicable to do so and as set forth in a direction from the Issuer in writing, follow such guidance in order to determine the TLREF Reference Rate for any TLREF Business Day in such Interest Accrual Period and for so long thereafter as the published TLREF Index remains unavailable on the TLREF Relevant Screen or is not otherwise published by the TLREF Committee.
- (c) If, on any TLREF Interest Determination Date, the Interest Rate cannot be determined by reference to clauses (a) and (b), then the Interest Rate for the relevant Interest Accrual Period shall be: (i) the Interest Rate determined as of the last preceding TLREF Interest Determination Date (though substituting, where a different Margin or Maximum Interest Rate or Minimum Interest Rate is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum Interest Rate or Minimum

Interest Rate relating to the relevant Interest Accrual Period in place of the Margin or Maximum Interest Rate or Minimum Interest Rate relating to that last preceding Interest Accrual Period) or (ii) if there is no such preceding TLREF Interest Determination Date, then the initial Interest Rate that would have been applicable to the applicable Notes for the first Interest Accrual Period of such Notes had such Notes been in issue for a period equal in duration to their first Interest Accrual Period but ending on (and excluding) the applicable Interest Commencement Date (and applying the Margin and, if applicable, any Maximum Interest Rate or Minimum Interest Rate applicable to such first Interest Accrual Period).

- (d) If the Notes become due and payable in accordance with Condition 11, then the final Interest Rate shall be calculated for the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the date on which the Notes become so due and payable, and such Interest Rate shall continue to apply to the Notes for so long as interest continues to accrue thereon as provided in Condition 6.5.

(c) *Minimum Interest Rate and/or Maximum Interest Rate*

If the applicable Final Terms for a Tranche of Floating Rate Notes specifies a Minimum Interest Rate for any Interest Period, then, in the event that the Interest Rate in respect of such Interest Period determined in accordance with the provisions of Condition 6.2(b) is less than such Minimum Interest Rate, the Interest Rate for such Interest Period for such Tranche shall be such Minimum Interest Rate.

If the applicable Final Terms for a Tranche of Floating Rate Notes specifies a Maximum Interest Rate for any Interest Period, then, in the event that the Interest Rate in respect of such Interest Period determined in accordance with the provisions of Condition 6.2(b) is greater than such Maximum Interest Rate, the Interest Rate for such Interest Period for such Tranche shall be such Maximum Interest Rate.

A Final Terms may specify both a Minimum Interest Rate and a Maximum Interest Rate for a Tranche. Unless otherwise stated in the applicable Final Terms, the Minimum Interest Rate shall be deemed to be zero.

(d) *Determination of Interest Rate and Calculation of Interest Amounts*

The Fiscal Agent or the Calculation Agent, as applicable, will, at or as soon as practicable after each time at which the Interest Rate is to be determined, determine the Interest Rate for the relevant Interest Period (or any other Relevant Period).

The Fiscal Agent or the Calculation Agent, as applicable, will calculate the Interest Amount payable on the Floating Rate Notes for the relevant Interest Period (or any other Relevant Period) by applying the Interest Rate to:

- (i) in the case of Floating Rate Notes that are represented by a Global Note, the aggregate outstanding principal amount of the Notes represented by such Global Note, or

(ii) in the case of Floating Rate Notes in definitive form, the Calculation Amount, and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Note in definitive form is an amount other than the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination without any further rounding.

(e) *Linear Interpolation*

Where Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Interest Rate for such Interest Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based upon the relevant Reference Rate (where Screen Rate Determination is specified as applicable in the applicable Final Terms) or the relevant Floating Rate Option (where “ISDA Determination” is specified as applicable in the applicable Final Terms), one of which shall be determined as if the Designated Maturity (if applicable) were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity (if applicable) were the period of time for which rates are available next longer than the length of the relevant Interest Period; *provided* that if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Calculation Agent shall determine such rate at such time and by reference to such sources as the Issuer, in consultation with an independent advisor acting in good faith and in a commercially reasonable manner as an expert appointed by the Issuer in its reasonable discretion, determines appropriate. For the purposes of this Condition 6.2(e) only, “Calculation Agent” shall mean the Issuer or, if so specified in the applicable Final Terms, a financial institution of international repute appointed by the Issuer at its own expense for these purposes.

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

### **6.3 Notification of Interest Rate and Interest Amounts**

In the case of Floating Rate Notes and Modified Fixed Rate Notes in respect of which Interest Periods and Interest Amounts are specified in the applicable Final Terms as being subject to adjustment, the Fiscal Agent or the Calculation Agent, as applicable, will cause: (a) to be notified to the Issuer and any stock exchange on which (at the request of the Issuer) the relevant Notes are for the time being listed: (i) each Interest Amount for each Interest Period and the relevant Interest Payment Date and (ii) in the case of Floating Rate Notes, the Interest Rate, and (b) notice thereof to be published in accordance with Condition 15, in each case, as soon as possible after their determination but in no event later than the fourth London Business Day thereafter (or, in the case of Notes where the applicable Final Terms specify the Reference Rate as being SONIA, SOFR or TLREF, no later than the second London Banking Day, U.S. Government Securities Business Day or TLREF Business Day, respectively, thereafter). Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior

notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange (if any) on which the relevant Notes are for the time being listed at the request of the Issuer and to the Noteholders in accordance with Condition 15. For the purposes of this paragraph, the expression “*London Business Day*” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in London.

#### **6.4 Certificates to be Final**

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 6 and Condition 7.11, whether by the Fiscal Agent or, if applicable, the Calculation Agent, shall (in the absence of wilful default, bad faith or manifest or proven error) be binding upon the Issuer, the Fiscal Agent, the Calculation Agent (if applicable), the other Agents and all Noteholders and Couponholders and (in the absence of wilful default or bad faith) no liability to the Issuer, the Noteholders or the Couponholders shall attach to the Fiscal Agent or, if applicable, the Calculation Agent in connection with the exercise or non-exercise by it of its powers and duties pursuant to such provisions.

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

Each Note (or, in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from (and including) the date specified for its redemption unless, upon due presentation thereof, payment of principal on such Note is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

- (a) the date on which all amounts due on such Note (or part thereof) have been paid (with such additional accrued interest being due and payable immediately), and
- (b) five days after the date on which the full amount of the moneys payable on such Note has been received by the Fiscal Agent or the Registrar, as the case may be, and notice to that effect has been given to the Noteholders in accordance with Condition 15.

#### **6.6 Day Count Fraction and Business Day Convention**

(a) *Day Count Fraction*

“*Day Count Fraction*” means, in respect of the calculation of an amount of interest in accordance with this Condition 6:

- (i) if “Actual/Actual (ICMA)” is specified in the applicable Final Terms:
  - (A) in the case of Notes where the number of days in the Relevant Period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the “*Accrual Period*”) is equal to or shorter than the Determination Period during which the Accrual Period ends, then the number of days in such Accrual Period *divided by* the product of: (1) the number of days in such Determination Period and (2) the number

of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year, or

(B) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, then the sum of:

(1) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins *divided by* the product of: (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year, and

(2) the number of days in such Accrual Period falling in the next Determination Period *divided by* the product of: (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year,

“*Determination Period*” means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date),

(ii) if “Actual/Actual (ISDA)” or “Actual/Actual” is specified in the applicable Final Terms, then the actual number of days in the Interest Period or other Relevant Period, as the case may be, *divided by* 365 (or, if any portion of such period falls within a leap year, the sum of: (A) the actual number of days in that portion of the period falling in a leap year *divided by* 366 and (B) the actual number of days in that portion of the period falling in a non-leap year *divided by* 365),

(iii) if “Actual/365 (Fixed)” is specified in the applicable Final Terms, then the actual number of days in the Interest Period or other Relevant Period, as the case may be, *divided by* 365,

(iv) if “Actual/365 (Sterling)” is specified in the applicable Final Terms, then the actual number of days in the Interest Period or other Relevant Period, as the case may be, *divided by* 365 or, in the case of an Interest Payment Date falling in a leap year, 366,

(v) if “Actual/360” is specified in the applicable Final Terms, then the actual number of days in the Interest Period or other Relevant Period, as the case may be, *divided by* 360,

(vi) if “30/360,” “360/360” or “Bond Basis” is specified in the applicable Final Terms, then the number of days in the Interest Period or other Relevant Period, as the case may be, *divided by* 360, calculated on a formula basis as follows:

(A) in the case of Fixed Rate Notes, on the basis of a year of 360 days with 12 30-day months, and

(B) in the case of Floating Rate Notes, on a formula basis as follows:

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

where:

“ $Y_1$ ” is the year, expressed as a number, in which the first day of such period falls,

“ $Y_2$ ” is the year, expressed as a number, in which the day immediately following the last day of such period falls,

“ $M_1$ ” is the calendar month, expressed as a number, in which the first day of such period falls,

“ $M_2$ ” is the calendar month, expressed as a number, in which the day immediately following the last day of such period falls,

“ $D_1$ ” is the first calendar day, expressed as a number, of such period unless such number is 31, in which case  $D_1$  will be 30, and

“ $D_2$ ” is the calendar day, expressed as a number, immediately following the last day included in such period unless such number would be 31 and  $D_1$  is greater than 29, in which case  $D_2$  will be 30,

(vii) if “30E/360” or “Eurobond Basis” is specified in the applicable Final Terms, then the number of days in the Interest Period or other Relevant Period, as the case may be, *divided by* 360, calculated on a formula basis as follows:

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

where:

“ $Y_1$ ” is the year, expressed as a number, in which the first day of such period falls,

“ $Y_2$ ” is the year, expressed as a number, in which the day immediately following the last day of such period falls,

“ $M_1$ ” is the calendar month, expressed as a number, in which the first day of such period falls,

“ $M_2$ ” is the calendar month, expressed as a number, in which the day immediately following the last day of such period falls,

“ $D_1$ ” is the first calendar day, expressed as a number, of such period unless such number would be 31, in which case  $D_1$  will be 30, and

“ $D_2$ ” is the calendar day, expressed as a number, immediately following the last day included in such period unless such number would be 31, in which case  $D_2$  will be 30, and

- (viii) if “30E/360 (ISDA)” is specified in the applicable Final Terms, then the number of days in the Interest Period or other Relevant Period, as the case may be, *divided by* 360, calculated on a formula basis as follows:

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

where:

“ $Y_1$ ” is the year, expressed as a number, in which the first day of such period falls,

“ $Y_2$ ” is the year, expressed as a number, in which the day immediately following the last day of such period falls,

“ $M_1$ ” is the calendar month, expressed as a number, in which the first day of such period falls,

“ $M_2$ ” is the calendar month, expressed as a number, in which the day immediately following the last day of such period falls,

“ $D_1$ ” is the first calendar day, expressed as a number, of such period unless: (A) that day is the last day of February or (B) such number would be 31, in which case  $D_1$  will be 30, and

“ $D_2$ ” is the calendar day, expressed as a number, immediately following the last day included in such period unless: (A) that day is the last day of February but not the Maturity Date or (B) such number would be 31, in which case  $D_2$  will be 30.

(b) *Business Day Convention*

If a Business Day Convention is specified in the applicable Final Terms and: (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is:

- (i) in the case of Floating Rate Notes where Specified Periods are specified in accordance with Condition 6.2 above, the “Floating Rate Convention,” then such Interest Payment Date: (A) in the case of clause (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of clause (2) below shall apply *mutatis mutandis*, or (B) in the case of clause (y) above, shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event: (1) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (2) each subsequent Interest Payment Date shall be the last Business Day in the month that falls within the Specified Period after the preceding applicable Interest Payment Date occurred,
- (ii) the “Following Business Day Convention,” then such Interest Payment Date shall be postponed to the next day that is a Business Day,

- (iii) the “Modified Following Business Day Convention,” then such Interest Payment Date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day, or
- (iv) the “Preceding Business Day Convention,” then such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

## **6.7 Benchmark Discontinuation – Reference Rate Replacement**

I. The following Benchmark Discontinuation and Reference Rate Replacement provisions in this Condition 6.7(I) apply to all Floating Rate Notes other than those for which the Reference Rate is SOFR and Condition 6.7(II) is specified in the applicable Final Terms.

(a) *Independent Advisor*

If a Benchmark Event occurs in relation to an Original Reference Rate when any Interest Rate (or any component part(s) thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use its reasonable endeavours to appoint and consult with an Independent Advisor, as soon as reasonably practicable, with a view to the Issuer determining a Successor Rate, failing which an Alternative Rate (in accordance with Condition 6.7(I)(b)), and, in each case, an Adjustment Spread (in accordance with Condition 6.7(I)(c)) and any other required Benchmark Amendments (in accordance with Condition 6.7(I)(d)).

An Independent Advisor appointed pursuant to this Condition 6.7(I) shall act in good faith and in a commercially reasonable manner and (in the absence of bad faith or fraud) shall have no liability whatsoever to the Issuer, the Fiscal Agent, the Paying Agents, the Noteholders or the Couponholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer pursuant to this Condition 6.7(I).

(b) *Successor Rate or Alternative Rate*

Notwithstanding the provisions of Condition 6.2(b), if the Issuer, following consultation with an Independent Advisor pursuant to Condition 6.7(I)(a) and acting in good faith and in a commercially reasonable manner, determines that a Benchmark Event has occurred and that:

- (i) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 6.7(I)(c)) subsequently be used in place of the Original Reference Rate to determine the Interest Rate (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the subsequent operation of, and adjustment as provided in, this Condition 6.7(I)), or
- (ii) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 6.7(I)(c)) subsequently be used in place of the Original Reference Rate to determine the Interest Rate (or the relevant component part(s) thereof)



for all relevant future payments of interest on the Notes (subject to the subsequent operation of, and adjustment as provided in, this Condition 6.7(I)).

(c) *Adjustment Spread*

If any Successor Rate or Alternative Rate is determined in accordance with Condition 6.7(I)(b), then the Issuer, following consultation with the Independent Advisor and acting in good faith and in a commercially reasonable manner, shall determine an Adjustment Spread (which may be expressed as a specific quantum of, or a formula or methodology for determining, such Adjustment Spread and, for the avoidance of doubt, may be positive, negative or zero), which Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be) for each subsequent determination of a relevant Interest Rate (or any component part(s) thereof) by reference to such Successor Rate or Alternative Rate (as applicable).

(d) *Benchmark Amendments*

If any Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread is determined in accordance with the foregoing provisions of this Condition 6.7(I) and the Issuer, following consultation with the Independent Advisor and acting in good faith and in a commercially reasonable manner, determines: (i) that additional amendments to these Conditions and/or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread (such amendments, the “*Benchmark Amendments*”) and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 6.7(I)(e), without any requirement for the consent or approval of Noteholders or Couponholders, vary these Conditions and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

In connection with any such variation in accordance with this Condition 6.7(I)(d), the Issuer shall comply with the rules of any stock exchange or other relevant authority on or by which the Notes are for the time being listed or admitted to trading.

Notwithstanding the foregoing provisions of this Condition 6.7(I)(d), neither the Calculation Agent nor any other Paying Agent is obliged to concur with the Issuer in respect of any Benchmark Amendments that, in the sole opinion of the Calculation Agent or such other Paying Agent, in each case, acting reasonably and in good faith, would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Calculation Agent or, as the case may be, such other Paying Agent in the Agency Agreement.

(e) *Notices, etc.*

The occurrence of a Benchmark Event, any Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread and the specific terms of any Benchmark Amendments, each as determined under this Condition 6.7(I), will be notified promptly by the Issuer to the Calculation Agent and the other Paying Agents (and, in any case, no later than five business days in London prior to the first Interest Determination Date on which the relevant Successor Rate or, as the case may be,

Alternative Rate is to be used in place of the Original Reference Rate to determine the Interest Rate (or the relevant component part(s) thereof) and, in accordance with Condition 15, to the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

Prior to any Benchmark Amendments taking effect and no later than one London Business Day following the date of notifying the Calculation Agent of the same, the Issuer shall deliver to the Calculation Agent a certificate signed by two authorised signatories of the Issuer:

- (i) confirming: (A) that a Benchmark Event has occurred, (B) the Successor Rate or, as the case may be, the Alternative Rate and (in either case) the applicable Adjustment Spread and (C) where applicable, the specific terms of any Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 6.7(I), and
- (ii) certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread.

The Calculation Agent shall display such certificate at its offices for inspection by the Noteholders at all reasonable times during normal business hours.

The Successor Rate or Alternative Rate, the applicable Adjustment Spread and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate, the applicable Adjustment Spread and the Benchmark Amendments (if any)) be binding upon the Issuer, the Calculation Agent, the other Paying Agents, the Noteholders and the Couponholders.

(f) *Survival of Original Reference Rate and Fallback Provisions*

Without prejudice to the obligations of the Issuer under Condition 6.7(I)(a) through Condition 6.7(I)(e), the Original Reference Rate and the fallback provisions provided for in Condition 6.2(b) will continue to apply unless and until a Benchmark Event has occurred in relation to the Original Reference Rate and the Calculation Agent has been notified of the Successor Rate or the Alternative Rate (as the case may be), the applicable Adjustment Spread and any Benchmark Amendments, in each case, in accordance with Condition 6.7(I)(e).

If, following the occurrence of a Benchmark Event and in relation to the determination of the Interest Rate on the relevant Interest Determination Date, no Successor Rate or Alternative Rate (as applicable) (and, in either case, the applicable Adjustment Spread) is determined and notified to the Calculation Agent pursuant to this Condition 6.7(I), then the Original Reference Rate will continue to apply for the purposes of determining such Interest Rate on such Interest Determination Date, with the effect that the fallback provisions provided for in Condition 6.2(b) will (if applicable) continue to apply to such determination.

For the avoidance of doubt, the preceding paragraph shall apply to the determination of the Interest Rate on the relevant Interest Determination Date only and the Interest

Rate applicable to any subsequent Interest Period(s) is subject to the subsequent operation of, and to adjustment as provided in, this Condition 6.7(I).

(g) *Defined Terms*

As used in this Condition 6.7(I):

“*Adjustment Spread*” means either: (i) a spread (which may be positive, negative or zero) or (ii) a formula or methodology for calculating a spread, which, in each case, is to be applied to the Successor Rate or the Alternative Rate (as the case may be) in accordance with Condition 6.7(I)(b) and is the spread, formula or methodology that:

- (A) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body,
- (B) in the case of a Successor Rate where no such formal recommendation as described in clause (A) has been made or, in the case of an Alternative Rate, the Issuer determines, following consultation with the Independent Advisor and acting in good faith and in a commercially reasonable manner, is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets to produce an industry-accepted replacement rate for the Original Reference Rate,
- (C) if the Issuer determines, following consultation with the Independent Advisor and acting in good faith and in a commercially reasonable manner, that no such spread, formula or methodology is customarily applied in international debt capital markets as described in clause (B), the Issuer determines, following consultation with the Independent Advisor and acting in good faith and in a commercially reasonable manner, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions that reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be), or
- (D) if the Issuer determines that none of clauses (A), (B) or (C) applies, the Issuer, in its discretion, following consultation with the Independent Advisor and acting in good faith and in a commercially reasonable manner, determines to be appropriate, having regard to the objective, so far as is reasonably practicable in the circumstances and for the purposes of this clause (D) only, of reducing or eliminating any economic prejudice or benefit (as the case may be) to Noteholders and, if applicable, Couponholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be),

“*Alternative Rate*” means an alternative to the Original Reference Rate that the Issuer determines in accordance with Condition 6.7(I)(b) has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining floating rates of interest (or the relevant component part thereof) for debt securities with a commensurate interest period and in the same Specified Currency as the Notes,

“*Benchmark Amendments*” has the meaning given to it in Condition 6.7(I)(d),

“*Benchmark Event*” means, with respect to an Original Reference Rate:

- (i) the Original Reference Rate ceasing to be published for a period of at least five London business days or ceasing to exist or be administered,
- (ii) the making of a public statement by the administrator of the Original Reference Rate that it will, by a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances in which no successor administrator has been appointed that will continue publication of the Original Reference Rate),
- (iii) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will, by a specified date, be permanently or indefinitely discontinued,
- (iv) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will, by a specified date, be prohibited from being used (either generally or in respect of the Notes),
- (v) the making of a public statement by the supervisor of the administrator of the Original Reference Rate announcing that such Original Reference Rate is no longer representative of the relevant underlying market or may no longer be used, or
- (vi) it has become unlawful for the Calculation Agent, any other Paying Agent or the Issuer to calculate any payments due to be made to any Noteholder or Couponholder using the Original Reference Rate;

*provided* that, notwithstanding clauses (ii) through (v), each such Benchmark Event shall only be deemed to occur: (A) in the case of clauses (ii) and (iii), on the date of the cessation of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be, (B) in the case of clause (iv), on the date of prohibition of use of the Original Reference Rate, and (C) in the case of clause (v), on the date with effect from which the Original Reference Rate will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market or may no longer be used and that is specified in the public statement, and, in each case, not the date of the relevant public statement,

“*Calculation Agent*” means the Fiscal Agent or, for any Series, such other entity specified in the applicable Final Terms as the Person responsible for the calculation of the Rate(s) of Interest and the Interest Amount(s),

“*Independent Advisor*” means an independent financial institution of international repute or an independent financial advisor with appropriate expertise in the international debt capital markets appointed by the Issuer, at its own expense, under Condition 6.7(I)(a),

“*Original Reference Rate*” means the originally-specified Reference Rate used to determine the Interest Rate (or any component part(s) thereof) in respect of any Interest Period(s) on the Notes, as specified in the applicable Final Terms,

“*Relevant Nominating Body*” means, in respect of an Original Reference Rate:

- (i) the: (A) European Commission, in the case of Notes denominated in euro, (B) central bank, reserve bank, monetary authority or similar institution for the currency to which such Original Reference Rate relates or (C) central bank or other supervisory authority that is responsible for supervising the administrator of such Original Reference Rate, or
- (ii) any working group or committee established, approved or sponsored by, chaired or co-chaired by or constituted at the request of: (A) the central bank for the currency to which such Original Reference Rate relates, (B) any central bank or other supervisory authority that is responsible for supervising the administrator of such Original Reference Rate, (C) a group of the aforementioned central banks or other supervisory authorities or (D) the Financial Stability Board or any part thereof, and

“*Successor Rate*” means a successor to or replacement of the Original Reference Rate that is formally recommended by any Relevant Nominating Body (which, for Notes referencing EURIBOR, shall be an €STR-based rate for debt securities based upon the “Recommendations by the working-group on euro risk-free rates on EURIBOR fallback trigger events and €STR-based EURIBOR fallback rates” dated 11 May 2021 (the “*EURIBOR Recommendations*”) unless the Relevant Nominating Body for EURIBOR amends, supplements or otherwise modifies the EURIBOR Recommendations at any time, in which case, such amendment, supplement or other modification to the EURIBOR Recommendations shall be taken into account for the purposes of determining a Successor Rate to EURIBOR for the purposes of the relevant Notes).

II. The following Benchmark Discontinuation and Reference Rate Replacement provisions in this Condition 6.7(II) apply to all Floating Rate Notes for which the Reference Rate is SOFR and Condition 6.7(II) is specified in the applicable Final Terms.

(a) *Effect of a Benchmark Event*

- (i) *Benchmark Replacement.* If the Issuer determines that a Benchmark Event and its related Benchmark Replacement Date have occurred before the Reference Time in respect of any determination of the Benchmark on any date, then the Benchmark Replacement shall replace the then-current Benchmark for all purposes relating to the Floating Rate Notes in respect of such determination on such date and all determinations on all subsequent dates.
- (ii) *Benchmark Replacement Conforming Changes.* In connection with the implementation and administration of a Benchmark Replacement, the Issuer shall have the right to make Benchmark Replacement Conforming Changes from time to time.

If the Issuer exercises its right to make any Benchmark Replacement Conforming Changes, then the Issuer and the Agents shall, without any requirement for the consent or approval of Noteholders, agree to the necessary modifications to these Conditions and/or the Agency Agreement to give effect

to such Benchmark Replacement Conforming Changes with effect from the date specified in such notice.

In connection with any Benchmark Replacement Conforming Changes in accordance with this Condition 6.7(II)(a)(ii), the Issuer shall comply with the rules of any stock exchange on which (at the request of the Issuer) the Notes are for the time being listed or by which they have been admitted to trading.

Notwithstanding the foregoing provisions of this Condition 6.7(II)(a)(ii), neither the Calculation Agent nor any other Paying Agent is obliged to concur with the Issuer in respect of any Benchmark Replacement Conforming Changes that, in the sole opinion of the Calculation Agent or such other Paying Agent, in each case, acting reasonably and in good faith, would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Calculation Agent or, as the case may be, such other Paying Agent in the Agency Agreement.

- (iii) *Decisions and Determinations.* Any determination, decision or election that may be made by the Issuer pursuant to this Condition 6.7(II), including any determination with respect to tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection (including with respect to any Benchmark Replacement Conforming Changes): (A) will be conclusive and binding upon all parties absent manifest error and subject as provided in this Condition 6.7(II), (B) shall be made in the Issuer's sole discretion and (C) subject as provided in this Condition 6.7(II), shall become effective without consent from any Noteholder, Agent or other Person. None of the Fiscal Agent, the Calculation Agent, the Exchange Agent or the Registrar will have any liability for any determination made by (or on behalf of) the Issuer in connection with a Benchmark Event or a Benchmark Replacement.

In no event shall the Calculation Agent be responsible for determining any substitute SOFR or for making any adjustments to any alternative benchmark or spread thereon, the business day convention, the interest determination dates or any other relevant methodology for calculating any such substitute or successor benchmark. In connection with this Condition 6.7(II), the Calculation Agent will be entitled to conclusively rely upon any determinations made by (or on behalf of) the Issuer and shall have no liability for such actions taken at the direction of the Issuer.

- (iv) *Notice*

Any Benchmark Replacement, and the specific terms of any Benchmark Replacement Conforming Changes, determined under this Condition 6.7(II) shall be notified promptly by the Issuer to the Paying Agents and, in accordance with Condition 15, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Replacement and the Benchmark Replacement Conforming Changes, if any.

(b) *Defined Terms*

As used in this Condition 6.7(II):

“*Benchmark*” means, initially, Compounded SOFR, as such term is defined in Conditions 6.2(b)(v) through (viii); *provided* that if a Benchmark Event and its related Benchmark Replacement Date have occurred with respect to Compounded SOFR or the then-current Benchmark, then “*Benchmark*” means the applicable Benchmark Replacement,

“*Benchmark Event*” means the occurrence of one or more of the following events with respect to the then-current Benchmark:

- (a) a public statement or publication of information by (or on behalf of) the administrator of such Benchmark announcing or stating that such administrator has ceased or will cease on a specified date to provide such Benchmark, permanently or indefinitely; *provided* that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark,
- (b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark, the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark announcing or stating that the administrator of such Benchmark has ceased or will cease on a specified date to provide such Benchmark permanently or indefinitely; *provided* that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark, or
- (c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark announcing or stating that such Benchmark is no longer representative,

“*Benchmark Replacement*” means the first alternative set forth in the order below that can be determined by the Issuer as of the Benchmark Replacement Date:

- (a) the sum of: (i) an alternate interest rate that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark for the applicable Corresponding Tenor and (ii) the Benchmark Replacement Adjustment,
- (b) the sum of: (i) the ISDA Fallback Rate and (ii) the Benchmark Replacement Adjustment, or
- (c) the sum of: (i) the alternate interest rate that has been selected by the Issuer as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to any industry-accepted interest rate as a replacement for the then-current Benchmark for U.S. dollar-

denominated floating rate notes at such time and (ii) the Benchmark Replacement Adjustment,

“*Benchmark Replacement Adjustment*” means the first alternative set forth in the order below that can be determined by the Issuer as of the applicable Benchmark Replacement Date:

- (a) the spread adjustment (which may be a positive or negative value or zero), or method for calculating or determining such spread adjustment, that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement,
- (b) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment, and
- (c) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time,

“*Benchmark Replacement Conforming Changes*” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definitions or interpretations of Interest Period, the timing and frequency of determining rates and making payments of interest, changes to the definition of “Corresponding Tenor” solely when such tenor is longer than the Interest Period, the rounding of amounts or tenors and other technical, administrative or operational matters) that the Issuer decides are appropriate to make to these Conditions and/or the Agency Agreement to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer determines that no market practice for use of the Benchmark Replacement exists, then in such other manner as the Issuer determines is reasonably necessary),

“*Benchmark Replacement Date*” means the earlier to occur of the following events with respect to the then-current Benchmark:

- (a) in the case of clause (a) or (b) of the definition of “Benchmark Event,” the later of: (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark permanently or indefinitely ceases to provide such Benchmark, or
- (b) in the case of clause (c) of the definition of “Benchmark Event,” the date of the public statement or publication of information referenced therein.

For the avoidance of doubt: (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, then the Benchmark Replacement Date shall be deemed to have occurred prior to the Reference Time for such determination, and (ii) for purposes of the definitions of Benchmark Replacement Date and Benchmark Event, references to Benchmark also include any reference rate underlying such Benchmark,



“*Corresponding Tenor*” with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current Benchmark,

“*ISDA Fallback Adjustment*” means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark for the applicable tenor,

“*ISDA Fallback Rate*” means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment,

“*Reference Time*” with respect to any determination of the Benchmark means: (a) if the Benchmark is SOFR Index Rate with Observation Period Shift, the SOFR Index Determination Time, and (b) otherwise, the time determined by the Issuer in accordance with the Benchmark Replacement Conforming Changes,

“*Relevant Governmental Body*” means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto, and

“*Unadjusted Benchmark Replacement*” means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

## 6.8 Defined Terms

In these Conditions:

“*Business Day*” means:

- (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in each Specified Business Centre (other than the real-time gross settlement system operated by the Eurosystem (or any successor or replacement system) (the “*T2 System*”)) specified in the applicable Final Terms,
- (b) if the T2 System is specified as a Specified Business Centre in the applicable Final Terms, then a day on which the T2 System is open, and
- (c) either: (i) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency, or (ii) in relation to any sum payable in euro, a day on which the T2 System is open,

“*Interest Amount*” means the amount of interest,

“*Interest Commencement Date*” means, with respect to a Tranche of Notes, the date (if any) specified as such in the applicable Final Terms from (and including) which such Notes will accrue interest, which may or may not be their Issue Date,

“*Interest Period*” for a Series means the period from (and including) an Interest Payment Date for such Series (or, in respect of the first Interest Period for such Series, its Interest Commencement Date) to (but excluding) the next (or, in respect of the first Interest Period, first) Interest Payment Date for such Series,

“*Reference Rate*” means, unless otherwise specified in the applicable Final Terms: (a) the Euro-zone interbank offered rate (“*EURIBOR*”), (b) TLREF, (c) the Hong Kong interbank offered rate (“*HIBOR*”), (d) the Romanian interbank offered rate (“*ROBOR*”), (e) the Prague interbank offered rate (“*PRIBOR*”), (f) the Singapore interbank offered rate (“*SIBOR*”), (g) the Norwegian interbank offered rate (“*NIBOR*”), (h) the Warsaw interbank offered rate (“*WIBOR*”), (i) the CNH Hong Kong interbank offered rate (“*CNH HIBOR*”), (j) SONIA or (k) SOFR, in each case, as specified in the applicable Final Terms,

“*Relevant Period*” means the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date,

“*Specified Time*” means, with respect to a Tranche of Notes, the time specified as such in the applicable Final Terms, and

“*sub-unit*” means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, one cent.

## **7. PAYMENTS**

### **7.1 Method of Payment**

Except as provided in this Condition 7, payments in a Specified Currency will be made by credit or transfer to an account in the relevant Specified Currency (or any account to which such Specified Currency may be credited or transferred) maintained by the payee or, at the option of the payee, by a cheque in such Specified Currency drawn on a bank or other financial institution that processes payments in the Specified Currency.

Payments of principal and interest on the Notes will be subject in all cases to: (a) any fiscal or other laws applicable thereto in the place of payment, but without prejudice to the provisions of Condition 9, and (b) any withholding or deduction (“*FATCA Withholding Tax*”) required pursuant to FATCA.

In these Conditions, “*FATCA*” means: (a) an agreement described in Section 1471(b) of the Internal Revenue Code of 1986, as amended (the “*Code*”), of the United States of America, (b) Sections 1471 through 1474 of the Code, (c) any regulations or agreements thereunder or official interpretations thereof, (d) any intergovernmental agreement between the United States and any other governmental authority entered into in connection with the implementation of the foregoing in this definition or (e) any applicable law, rule or official practice implementing such an intergovernmental agreement.

## **7.2 Presentation of Definitive Bearer Notes and Coupons**

Notwithstanding any other provision of these Conditions to the contrary, payments of principal on a Definitive Bearer Note shall (subject as provided below in this Condition 7.2) be made in the manner provided in Condition 7.1 only against surrender (or, in the case of part payment of any sum due, presentation and endorsement) of such Definitive Bearer Note, and payments of interest on a Definitive Bearer Note will (subject as provided below) be made as aforesaid only against surrender (or, in the case of part payment of any sum due, presentation and endorsement) of the applicable Coupon(s), in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia and its possessions)).

Fixed Rate Notes in definitive bearer form (other than Long Maturity Notes) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 9.2(a)) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 10) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Definitive Bearer Note becoming due and repayable prior to its Maturity Date, all unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof.

If the due date for redemption of any Definitive Bearer Note is not an Interest Payment Date, then interest (if any) accrued on such Definitive Bearer Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of such Definitive Bearer Note.

A “*Long Maturity Note*” is a Fixed Rate Note (other than a Fixed Rate Note that on issue had a Talon attached) whose principal amount on issue is less than the aggregate interest payable thereon; *provided* that such Note shall cease to be a Long Maturity Note on the Interest Payment Date on which the aggregate amount of interest remaining to be paid thereon after that date is less than the principal amount of such Note.

## **7.3 Payments on Bearer Global Notes**

Payments of principal and interest (if any) on Notes represented by any Bearer Global Note will (subject as provided below) be made in the manner specified in Condition 7.2 in relation to Definitive Bearer Notes or otherwise in the manner specified in the relevant Bearer Global Note, where applicable against surrender or, as the case may be, presentation and endorsement, of such Bearer Global Note at the specified office of any Paying Agent outside the United States. A record of each payment, distinguishing between any payment of principal and any payment of interest, will be made on such Bearer Global Note either by the Paying

Agent to which it was presented or in the records of Euroclear or Clearstream, Luxembourg, as applicable.

#### **7.4 Payments on Registered Notes**

Payments of principal to redeem a Registered Note (whether a Definitive Note or a Global Note) in full will be made only against surrender of such Registered Note at the specified office of the Registrar or any of the Paying Agents. Such payments shall be made by transfer to the Designated Account of the holder (or the first named of joint holders) of such Registered Note appearing in the Register at: (a) where in global form and held under the “new safekeeping structure” for registered global securities that are intended to constitute eligible collateral for Eurosystem monetary policy operations (the “NSS”), the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date, and (b) in all other cases, the close of business at the specified office of the Registrar on the 15th day before the relevant due date (or, if such 15th day is not a day on which banks are open for business in the city where the specified office of the Registrar is located, then the first such day prior to such 15th day) (in each case, the “*Record Date*”). Notwithstanding the previous sentence, if: (i) a holder does not have a Designated Account or (ii) the principal amount of such Registered Note is less than US\$250,000 (or its approximate equivalent in any other Specified Currency), then payment may instead be made by a cheque in the Specified Currency drawn on a Designated Bank. For these purposes, “*Designated Account*” means the account maintained by a holder with a Designated Bank and identified as such in the Register and “*Designated Bank*” means any bank or other financial institution that processes payments in such Specified Currency.

Except as set forth in the next and final sentences of this paragraph, payments of interest and (except upon redemption in full) principal on a Registered Note (whether a Definitive Note or a Global Note) will be made by a cheque in the Specified Currency drawn on a Designated Bank and mailed by uninsured mail on the business day in the city where the specified office of the Registrar is located immediately preceding the relevant due date to the holder (or the first named of joint holders) of such Registered Note appearing in the Register at the close of business on the relevant Record Date at the address of such holder shown in the Register on such Record Date and at such holder’s risk. Upon application of such holder to the specified office of the Registrar not less than three business days in the city where the specified office of the Registrar is located before the due date for any payment of interest or any such payment of principal on a Registered Note, such payment will be made by transfer on the due date in the manner provided in the preceding paragraph for the final payment of principal on the applicable Registered Note. Any such application for transfer shall be deemed to relate to all future payments of interest (other than interest due on redemption) and principal on such Registered Note that become payable to the holder thereof who has made the initial application until such time as the Registrar is notified in writing to the contrary by such holder. Payment of the interest due on a Registered Note on redemption in full will be made in the same manner as the final payment of the principal of such Registered Note as described in the preceding paragraph.

Holders of Registered Notes will not be entitled to any interest or other payment for any delay in receiving any amount due on any Registered Note as a result of a cheque posted in accordance with this Condition arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by any Agent in respect of any payments of principal or interest on the Registered Notes, except as provided in Conditions 7.8 and 7.9.

All amounts payable to DTC or its nominee as registered holder of a Registered Global Note in respect of Notes denominated in a Specified Currency other than U.S. dollars shall be paid by transfer by the Fiscal Agent to an account of the Exchange Agent in the relevant Specified Currency on behalf of DTC or its nominee for: (x) payment in such Specified Currency or (y) conversion into and payment in U.S. dollars, in each case, in accordance with the provisions of the Agency Agreement and Condition 7.9.

None of the Issuer or any of the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

## **7.5 General Provisions Applicable to Payments**

Except as provided in the Deed of Covenant, the registered holder of a Registered Global Note or the holder of a Bearer Global Note shall be the only Person entitled to receive payments on the Notes represented by such Global Note and the Issuer will be discharged by payment to, or to the order of, such holder in respect of each amount so paid. Each of the Persons shown in the records of DTC, Euroclear or Clearstream, Luxembourg, as the case may be, as the beneficial owner of a particular principal amount of Notes represented by a Global Note must look solely to DTC, Euroclear or Clearstream, Luxembourg, as the case may be, for such Person's share of each payment so made by (or on behalf of) the Issuer to, or to the order of, the registered holder of a Registered Global Note or the holder of a Bearer Global Note. Except as provided in the Deed of Covenant, no Person other than the registered holder of a Registered Global Note or the holder of a Bearer Global Note shall have any claim against the Issuer in respect of any payments due on such Global Note.

Notwithstanding the provisions of Conditions 7.2 and 7.3, if any amount of principal and/or interest on Bearer Notes is payable in U.S. dollars, then such payments will be made at the specified office of a Paying Agent in the United States only if:

- (a) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Bearer Notes in the manner provided above when due,
- (b) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars, and
- (c) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

## **7.6 Payment Business Day**

If the date for payment of any amount on any Note or Coupon is not a Payment Business Day, then the holder thereof shall not be entitled to payment of the relevant amount due until the next Payment Business Day in the relevant place (except in the case of Modified Fixed Rate Notes and Modified Floating Rate Notes where a Payment Business Day Convention is specified in the applicable Final Terms, in which case such holder will be entitled to payment

on the Payment Business Day in the relevant place as determined in accordance with the Payment Business Day Convention so specified) and, in any such case, shall not be entitled to further interest or other payment in respect of such delay.

For these purposes:

“*Payment Business Day*” means any day that (subject to Condition 10) is:

- (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
  - (i) in the case of Definitive Notes only, the relevant place of presentation, and
  - (ii) any Specified Financial Centre (other than the T2 System) specified in the applicable Final Terms,
- (b) if the T2 System is specified as a Specified Financial Centre in the applicable Final Terms, a day on which the T2 System is open,
- (c) either: (i) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency, or (ii) in relation to any sum payable in euro, a day on which the T2 System is open (in each of clauses (i) and (ii), disregarding any elections to receive payment in a different currency pursuant to Conditions 7.8 and 7.9), and
- (d) in the case of any payment on a Global Note, a day on which DTC, Euroclear and/or Clearstream, Luxembourg, as the case may be, settle(s) payments in the applicable Specified Currency (or, with respect to DTC, U.S. dollars), and

“*Payment Business Day Convention*” means, if the Payment Business Day Convention is specified in the applicable Final Terms as the:

- (a) Following Business Day Convention, the next following Payment Business Day,
- (b) Modified Following Business Day Convention, the next day that is a Payment Business Day unless it would thereby fall into the next calendar month, in which event the holder shall be entitled to such payment at the place of presentation on the immediately preceding Payment Business Day, or
- (c) Preceding Business Day Convention, the immediately preceding Payment Business Day.

## **7.7 Interpretation of Principal and Interest**

Any reference in these Conditions to principal on a Note shall be deemed to include, as applicable:

- (a) any Additional Amounts that may be payable with respect to such principal under Condition 9.1,

- (b) the Final Redemption Amount of such Note,
- (c) the Early Redemption Amount of such Note,
- (d) the Optional Redemption Amount(s) (if any) of such Note,
- (e) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 8.6) of such Note, and
- (f) any premium and any other amounts (other than interest) that may be payable by the Issuer on such Note.

Any reference in these Conditions to interest on the Notes shall be deemed to include, as applicable, any Additional Amounts that may be payable with respect to such interest under Condition 9.1.

## **7.8 U.S. Dollar Exchange and Payments on Turkish Lira-denominated Notes held other than through DTC**

- (a) If “USD Payment Election” is specified in the applicable Final Terms as being applicable, the Specified Currency set out in such Final Terms is Turkish Lira and interests in the Notes are not represented by a Registered Global Note registered in the name of DTC (or a nominee thereof) or by a Global Note held under the NSS, then the holder thereof (determined as of the applicable Record Date in the case of Registered Notes) may, no more than 14 days and no less than five Business Days before the due date (the “*Relevant Payment Date*”) for the next payment of interest and/or principal on such Note (such period, the “*USD Election Period*”), give an irrevocable election to any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) to receive such payment in U.S. dollars instead of Turkish Lira (a “*USD Payment Election*”). Upon its receipt of such an election, the relevant Paying Agent or the Registrar (as applicable) shall notify the Fiscal Agent on the Business Day following each USD Election Period of the USD Payment Elections made by the Noteholders during such USD Election Period and, upon its receipt of such notification, the Fiscal Agent shall notify the Exchange Agent of the proportion of such interest and/or principal on the Notes due on the Relevant Payment Date (as defined below) that is payable to Noteholders who have given a USD Payment Election (the “*Lira Amount*”).

Upon receipt of the Lira Amount from the Issuer and by no later than 2:00 p.m. (London time) on the Business Day prior to such Relevant Payment Date, the Fiscal Agent shall transfer the Lira Amount to the Exchange Agent. Following receipt of the Lira Amount from the Fiscal Agent, the Exchange Agent shall provide for the Lira Amount to be converted into U.S. dollars in the manner provided in Condition 7.8(b) and then to be transferred to the Fiscal Agent for onward payment to the holders of such Notes on such Relevant Payment Date in accordance with the provisions of this Condition 7.8 and Clause 7.10 of the Agency Agreement.

If the Fiscal Agent receives cleared funds from the Issuer in respect of Turkish Lira-denominated Notes held other than through DTC after the time noted in the previous paragraph, then the Fiscal Agent shall transfer the Lira Amount to the Exchange Agent for conversion into U.S. dollars as soon as reasonably practicable and, following such conversion, the Exchange Agent shall transfer such U.S. dollar amounts to the Fiscal

Agent and the Fiscal Agent shall use reasonable efforts to pay any U.S. dollar amounts that Noteholders have elected to receive in respect of such funds as soon as reasonably practicable thereafter.

*Each USD Payment Election of a Noteholder will be made only in respect of the immediately following payment of interest and/or principal on the Notes the subject of such USD Payment Election and, unless a USD Payment Election is given in respect of each subsequent payment of interest and principal on those Notes, such payments will be made in Turkish Lira.*

- (b) Upon receipt of the Lira Amount from the Fiscal Agent pursuant to Condition 7.8(a), the Exchange Agent shall purchase U.S. dollars with the Lira Amount for settlement on the Relevant Payment Date at a purchase price calculated on the basis of its own internal foreign exchange conversion procedures, which conversion shall be conducted in a commercially reasonable manner and on a similar basis to that which the Exchange Agent would use to effect such conversion for its customers (such rate, taking into account any spread, fees, commissions or charges on foreign exchange transactions customarily charged by it in connection with such conversion, the “Applicable Exchange Rate”).
- (c) For the purposes of this Condition 7.8, neither the Exchange Agent nor the Issuer shall be liable to any Noteholder, the Issuer or any third party for any losses whatsoever resulting from application by the Exchange Agent of the Applicable Exchange Rate. The Exchange Agent may rely conclusively on the basis on which its internal foreign exchange conversion rate (including, for the avoidance of doubt, any third party indices forming the basis for such conversation rates) for settlement has been determined and shall not be liable for losses associated with the basis for determination of such rate.

Each Agent shall be entitled to rely, without further investigation or enquiry, on any notification or irrevocable elections received by it or provided to it (including, without limitation, any calculation in respect of the Lira Amount) pursuant to this Condition 7.8 and shall not be liable to any party for any losses whatsoever resulting from acting in accordance with such notifications or irrevocable instructions or calculations even though, subsequent to its acting, it may be found that there was some defect in the notification or irrevocable instruction or the notification or irrevocable instruction was not authentic or an error existed in the calculations.

Any foreign exchange transaction effected by the Exchange Agent will generally be a transaction to buy or sell currency between: (i) on one part, the Issuer (acting through the Fiscal Agent, as an agent of the Issuer) and (ii) on the other part, either the Exchange Agent or its affiliate (acting as principal for its own account). The Fiscal Agent as agent of the Issuer will enter into the foreign exchange transaction with the Exchange Agent or its affiliate acting as a principal for its own account, and not as an agent, fiduciary or broker on behalf of the Issuer. In the sole and absolute discretion of the Exchange Agent, the foreign exchange transaction may be transmitted by the Exchange Agent or any of its affiliates acting as principal for its own account to a sub-custodian. In forwarding certain foreign exchange transactions to the sub-custodian for execution, the Exchange Agent or its affiliate acting as principal for its own account does not, and will, not serve as agent, fiduciary or broker on behalf of the Issuer.



The Issuer's obligation to make payments on Notes the Specified Currency of which is Turkish Lira is limited to the specified Turkish Lira amount of such payments and, in the event that it fails to make any payment on such Notes in full on its due date, its obligation shall remain the payment of the relevant outstanding Turkish Lira amount and it shall have no obligation to pay any greater or other amount as a result of any change in the Applicable Exchange Rate between the due date and the date on which such payment is made in full.

- (d) Following conversion of the Lira Amount into U.S. dollars in accordance with this Condition 7.8 and the Agency Agreement, the Exchange Agent shall promptly notify the Fiscal Agent of: (i) the total amount of U.S. dollars purchased with the relevant Lira Amount (the "*USD Amount*") and (ii) the Applicable Exchange Rate at which such U.S. dollars were purchased by the Exchange Agent.
- (e) On the Relevant Payment Date, the Fiscal Agent shall give notice to the applicable Noteholders in accordance with Condition 15 of the matters set out in Condition 7.8(d)(i) and (ii) in reliance on the information provided to it by the Exchange Agent in accordance with Condition 7.8(d).
- (f) If, for illegality or any other reason, it is not possible for the Exchange Agent to purchase U.S. dollars with the Lira Amount, then the Exchange Agent will promptly so notify the Fiscal Agent, which shall, as soon as practicable after receipt of such notification from the Exchange Agent, notify the applicable Noteholders of such event in accordance with Condition 15 and all payments on the applicable Notes on the Relevant Payment Date will be made in Turkish Lira in accordance with this Condition 7, irrespective of any USD Payment Election made.
- (g) To give a USD Payment Election in respect of this Note:
  - (i) if this Note is a Definitive Note, then the holder hereof must deliver at the specified office of any Paying Agent (with respect to Bearer Notes) or the Registrar (with respect to Registered Notes), on any Business Day falling within the USD Election Period, a duly signed and completed USD Payment Election in the form (for the time being current) obtainable from any specified office of any Paying Agent (the "*USD Payment Election Notice*") and in which such holder must specify a USD bank account to which payment is to be made under this Condition 7.8 accompanied by this Note or evidence satisfactory to the Agent concerned that this Note will, following the delivery of the USD Payment Election, be held to the Fiscal Agent's order or under its control until the applicable U.S. dollar payment is made, and
  - (ii) if this Note is a Global Note, then the holder of an interest in this Global Note must, on any Business Day falling within the USD Election Period, give notice to any Paying Agent (with respect to Bearer Notes) or the Registrar (with respect to Registered Notes) of such exercise in accordance with the standard procedures of Euroclear or Clearstream, Luxembourg, as applicable (which may include notice being given on such holder's instruction by Euroclear or Clearstream, Luxembourg or any depositary for any of them to any Paying Agent or the Registrar, as the case may be, by electronic means) in a form acceptable to Euroclear or Clearstream, Luxembourg, as applicable, from time to time.

Neither the Issuer nor any of the Agents will be liable for any delay or ultimate failure to pay the relevant Noteholder(s) caused by any delay or failure of Euroclear, Clearstream, Luxembourg (or any of their respective direct or indirect participants) or any depositary for either of them to provide payment instructions with respect to the relevant USD Payment Election.

- (h) Notwithstanding any other provision in these Conditions to the contrary: (i) all costs (including any fees, charges, commissions or spreads) of the purchase of U.S. dollars with the Lira Amount shall be borne *pro rata* by the relevant Noteholders relative to the Notes of such Noteholders the subject of USD Payment Elections, which *pro rata* amount will be deducted from the *pro rata* portion of the USD Amount paid to such Noteholders, (ii) none of the Issuer, any Agent or any other Person shall have any obligation whatsoever to pay any related foreign exchange rate spreads, fees, charges, commissions or expenses or to indemnify any Noteholder against any difference between the *pro rata* portion of the USD Amount received by such Noteholder and the portion of the Lira Amount that would have been payable to the Noteholder if it had not made the relevant USD Payment Election and (iii) neither the Issuer nor any Agent shall have any liability or other obligation to any Noteholder with respect to the conversion into U.S. dollars of any amount paid by it to the Fiscal Agent in Turkish Lira or the payment of any U.S. dollar amount to the applicable Noteholders.
- (i) Notwithstanding any provisions of these Conditions or the applicable Final Terms, in respect of any Notes that are the subject of a USD Payment Election in respect of any payment, the definition of Payment Business Day shall, for the purposes of such payment on the Relevant Payment Date, be deemed to include a day (other than Saturday or Sunday) on which commercial banks are not authorised or required by law to be closed in New York City.

## **7.9 Payments on Notes held through DTC in a Specified Currency other than U.S. Dollars**

For any Registered Global Note registered in the name of DTC or its nominee and denominated in a Specified Currency other than U.S. dollars, the holder of an interest in such Registered Global Note will receive payment in U.S. dollars unless it elects (in accordance with normal DTC practice) to receive such payment in such Specified Currency in the manner specified in the Agency Agreement.

Upon such an election, neither the Issuer nor any of the Agents will be liable for any delay or ultimate failure to pay the relevant Noteholder(s) caused by any delay or failure of DTC (or any of its direct or indirect participants) to provide payment instructions with respect to the relevant Specified Currency.

## **7.10 RMB Account**

All payments on the Notes in RMB will be made solely by credit to a RMB account maintained by the payee at a bank in Hong Kong or such other financial centre(s) as may be specified in the applicable Final Terms as RMB Settlement Centre(s) in accordance with applicable laws, rules and guidelines issued from time to time (including all applicable laws with respect to the settlement of RMB in Hong Kong or any relevant RMB Settlement Centre).

“*RMB Settlement Centre(s)*” means the financial centre(s) specified as such in the applicable Final Terms in accordance with applicable laws. If no RMB Settlement Centre is specified in

the relevant Final Terms, then the RMB Settlement Centre shall be deemed to be in Hong Kong.

### 7.11 RMB Currency Event

If “RMB Currency Event” is specified in the applicable Final Terms as being applicable and a RMB Currency Event occurs and is continuing on a date for payment of any amount due on any Note or Coupon, the Issuer’s obligation to make payment in RMB under the terms of the Notes may be satisfied by payment of such amount in U.S. dollars converted using the Spot Rate for the Rate Calculation Date.

Upon the occurrence of a RMB Currency Event that is continuing, the Issuer shall give irrevocable notice to the Noteholders in accordance with Condition 15 not less than five nor more than 30 days before the relevant due date for payment or, if this is not practicable due to the time at which the relevant RMB Currency Event occurs, as soon as practicable following such occurrence, stating the occurrence of the RMB Currency Event, giving details thereof and the action proposed to be taken in relation thereto.

For the purpose of this Condition and unless stated otherwise in the applicable Final Terms (and subject, in the case of any determination of the Calculation Agent, to the provisions of Condition 6.4):

“*Governmental Authority*” means any *de facto* or *de jure* government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of Hong Kong,

“*Rate Calculation Business Day*” means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in Hong Kong, London and New York City,

“*Rate Calculation Date*” means the day that is two Rate Calculation Business Days before the due date of the relevant payment under the Notes,

“*RMB Currency Event*” means any one of RMB Illiquidity, RMB Non-Transferability and RMB Inconvertibility,

“*RMB Illiquidity*” means the general RMB exchange market in Hong Kong becomes illiquid as a result of which the Issuer cannot obtain sufficient RMB in order to make a payment, of any amount, in whole or in part, under the Notes, as determined by the Issuer acting in good faith and in a commercially reasonable manner following consultation with two independent foreign exchange dealers of international repute active in the RMB exchange market in Hong Kong,

“*RMB Inconvertibility*” means the occurrence of any event that makes it impossible for the Issuer to convert in the general RMB exchange market in Hong Kong any amount, in whole or in part, due on the Notes into RMB on any payment date, other than where such impossibility is due solely to the failure of the Issuer to comply with any law enacted by a Governmental Authority (unless such law is enacted after the Issue Date of the most recently issued Tranche of Notes of this Series and it is impossible for the Issuer, due to an event beyond the control of the Issuer, to comply with such law),

“*RMB Non-Transferability*” means the occurrence of any event that makes it impossible for the Issuer to deliver RMB between accounts inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong (including where the RMB clearing and settlement system for participating banks in Hong Kong is disrupted or suspended), other than where such impossibility is due solely to the failure of the Issuer to comply with any law enacted by a Governmental Authority (unless such law is enacted after the Issue Date of the most recently issued Tranche of Notes of this Series and it is impossible for the Issuer due to an event beyond its control, to comply with such law), and

“*Spot Rate*” means the spot CNY/U.S. dollar exchange rate for the purchase of U.S. dollars with RMB in the over-the-counter RMB exchange market in Hong Kong for settlement in two Rate Calculation Business Days, as determined by the Calculation Agent at or around 11:00 a.m. (Hong Kong time) on the Rate Calculation Date, on a deliverable basis by reference to Reuters Screen Page TRADCNY3, or if no such rate is available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF. If neither rate is available, the Calculation Agent shall, acting reasonably and in good faith, determine the rate taking into consideration all available information that the Calculation Agent deems relevant, including, among other things, pricing information obtained from the RMB non-deliverable exchange market in Hong Kong or elsewhere and the CNY/U.S. dollar exchange rate in the PRC domestic foreign exchange market. Reference to a page on the Reuters Screen means the display page so designated on the Reuter Monitor Money Rates Service (or any successor service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate.

## **8. REDEMPTION AND PURCHASE**

### **8.1 Redemption at Maturity**

Unless previously redeemed or purchased and cancelled as specified below, each Note will be redeemed by the Issuer at its Final Redemption Amount specified in the applicable Final Terms in (except as provided in Conditions 7.8 and 7.9) the relevant Specified Currency on the Maturity Date specified in the applicable Final Terms.

### **8.2 Redemption for Taxation Reasons**

If:

- (a) as a result of any change in, or amendment to, the laws of a Relevant Jurisdiction (as defined in Condition 9.2(b)), or any change in the application or official interpretation of the laws of a Relevant Jurisdiction, which change or amendment becomes effective after the date on which agreement is reached to issue the most recently issued Tranche of Notes of this Series (which shall, for the avoidance of doubt and for the purposes of this Condition 8.2, be the date on which the applicable Final Terms is signed by the Issuer), on the next Interest Payment Date, the Issuer would be required to:
  - (i) pay Additional Amounts as provided or referred to in Condition 9, and
  - (ii) make any withholding or deduction for, or on account of, any Taxes imposed, assessed or levied by (or on behalf of) a Relevant Jurisdiction at a rate in excess of the applicable prevailing rates on the date on which agreement is reached to issue the most recently issued Tranche of Notes of this Series, and

- (b) such requirement cannot be avoided by the Issuer taking reasonable measures available to it,

then the Issuer may, at its option, having given not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms to the applicable Noteholders in accordance with Condition 15 (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all, but not some only, of the Notes of this Series on any Payment Business Day at their Early Redemption Amount together (if applicable) with all interest accrued and unpaid to (but excluding) the date of redemption. Prior to the publication of any notice of redemption pursuant to this Condition 8.2, the Issuer shall deliver to the Fiscal Agent: (i) a certificate signed by two authorised signatories of the Issuer stating that the requirement referred to in clause (a) will apply on the next Interest Payment Date and cannot be avoided by the Issuer taking reasonable measures available to it and (ii) an opinion of independent legal or tax advisors of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

### **8.3 Redemption at the Option of the Issuer (Issuer Call)**

This Condition 8.3 applies to Notes that are subject to redemption prior to the Maturity Date at the option of the Issuer (other than for taxation reasons pursuant to Condition 8.2), such option being referred to as an “*Issuer Call*.” The applicable Final Terms contains provisions applicable to any Issuer Call and must be read in conjunction with this Condition 8.3 for full information on any Issuer Call. In particular, the applicable Final Terms identifies any Optional Redemption Date(s), any Optional Redemption Amount, any minimum or maximum amount of Notes that can be redeemed and the applicable notice periods.

If “*Issuer Call*” is specified as being applicable in the applicable Final Terms, then the Issuer may, having given not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms to the Noteholders in accordance with Condition 15 (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all or (if a Minimum Redemption Amount and/or Maximum Redemption Amount is specified in the applicable Final Terms as being applicable) some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in the applicable Final Terms together (if applicable) with all interest accrued and unpaid to (but excluding) the relevant Optional Redemption Date. If a Minimum Redemption Amount and/or Maximum Redemption Amount is specified in the applicable Final Terms as being applicable, then any such redemption must be of a principal amount not less than such Minimum Redemption Amount nor more than such Maximum Redemption Amount.

In the case of a partial redemption of Notes under this Condition 8.3, the Notes to be redeemed (“*Redeemed Notes*”) will: (a) in the case of Redeemed Notes represented by Definitive Notes, be selected individually by lot not more than 30 days prior to the date fixed for redemption, and (b) in the case of Redeemed Notes represented by a Global Note, be selected in accordance with the rules of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in principal amount, at their discretion) and/or DTC (such date of selection being hereinafter called the “*Selection Date*”). In the case of Redeemed Notes represented by Definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 15 not less than 15 days prior to the date fixed for redemption (or, if the Final Terms

for the applicable Series provides for a shorter minimum notice period for redemption, such shorter number of days).

No exchange of the relevant Global Note will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this Condition 8.3.

“*Optional Redemption Date*” has the meaning (if any) given in the applicable Final Terms.

#### **8.4 Redemption at the Option of the Noteholders (Investor Put)**

This Condition 8.4 applies to Notes that are subject to redemption prior to the Maturity Date at the option of the Noteholder, such option being referred to as an “*Investor Put*.” The applicable Final Terms contains provisions applicable to any Investor Put and must be read in conjunction with this Condition 8.4 for full information on any Investor Put. In particular, the applicable Final Terms identifies any Optional Redemption Date(s), any Optional Redemption Amount and the applicable notice periods.

If “Investor Put” is specified as being applicable in the applicable Final Terms, then upon the holder of any Note giving to the Issuer in accordance with Condition 15 not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms, the Issuer will, upon the expiry of such notice, redeem such Note (or, for Global Notes, the indicated part thereof) on the relevant Optional Redemption Date and at the Optional Redemption Amount together, if applicable, with all interest accrued and unpaid to (but excluding) such Optional Redemption Date. Registered Notes (or, for Global Notes, a nominal amount thereof) may be redeemed under this Condition 8.4 in any Specified Denomination.

To exercise the right to require redemption of this Note (or a portion hereof):

- (a) if this Note is in definitive form and is held outside of a clearing system, then the holder of this Note must deliver, at the specified office of any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) at any time during normal business hours of such Paying Agent or the Registrar, as the case may be, falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent or the Registrar, as the case may be, (a “*Put Notice*”) and in which such holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition 8.4 and, in the case of Registered Notes, the nominal amount thereof to be redeemed and, if less than the full nominal amount of the Registered Notes so surrendered is to be redeemed, an address to which a new Registered Note in respect of the balance of such Registered Notes is to be sent subject to and in accordance with the provisions of Condition 2.2; if this Note is in definitive bearer form, then the Put Notice must be accompanied by this Note or evidence satisfactory to the Paying Agent concerned that this Note will, following delivery of the Put Notice, be held to such Paying Agent’s order or under its control, and
- (b) if this Note is represented by a Global Note or is held through Euroclear or Clearstream, Luxembourg while in definitive form, then the holder of this Note must, within the notice period, give notice to the Fiscal Agent of such exercise in accordance with the standard procedures of DTC, Euroclear or Clearstream, Luxembourg, as

applicable (which may include notice being given on such holder's instruction by DTC, Euroclear or Clearstream, Luxembourg or any depositary for them to the Fiscal Agent by electronic means) in a form acceptable to DTC, Euroclear or Clearstream, Luxembourg, as applicable, from time to time.

Any Put Notice or other notice given in accordance with the standard procedures of DTC, Euroclear or Clearstream, Luxembourg, as applicable, given by a holder of this Note pursuant to this Condition 8.4 shall be irrevocable except where, prior to the due date of redemption, an Event of Default has occurred and is continuing, in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this Condition 8.4 and instead to declare this Note (or, if a Global Note, a portion hereof) forthwith due and payable pursuant to Condition 11.

## **8.5 Redemption at the Option of the Noteholders upon a Change of Control**

If "Change of Control Put" is specified as being applicable in the applicable Final Terms, then the following rules shall apply.

- (a) Following the occurrence of a Change of Control, each Noteholder (or, for Global Notes, the holder of a beneficial interest therein) will have the right (the "*Change of Control Put Right*"), at such Noteholder's (or, for Global Notes, such beneficial owner's) option, to require the Issuer to redeem or, at the Issuer's option, to procure the purchase of, in each case in whole but not in part, its Note (or, for Global Notes, such beneficial owners' part thereof) on the Change of Control Put Date at, in respect of each relevant Note (or beneficial interest therein), the sum of: (i) the Optional Redemption Amount *plus* (ii) interest accrued thereon and unpaid to (but excluding) such date.
- (b) A Change of Control Put Right shall be exercised in the following manner:
  - (i) If this Note is in definitive form, the holder of this Note must complete, sign and deposit at the specified office of any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) a duly completed and signed notice, in the form for the time being current, obtainable during normal business hours from the specified office of any Paying Agent (a "*Change of Control Put Exercise Notice*"), together with the Definitive Note to be redeemed, by not later than 30 days following a Change of Control or 30 days following the date upon which notice of the occurrence thereof is given to the relevant Noteholder (in accordance with Condition 15) by the Issuer, whichever is later. The Change of Control Put Exercise Notice must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition 8.5 on the Change of Control Put Date. The "*Change of Control Put Date*" shall be the 14th day after the expiry of the 30-day period following a Change of Control or, if later, following the date upon which notice of the occurrence thereof is given to the Noteholders (in accordance with Condition 15) by the Issuer.
  - (ii) If this Note is a Global Note, then the holder of a beneficial interest in this Note must, within the notice period described in clause (i), give notice to the Fiscal Agent of such exercise in accordance with the standard procedures of DTC, Euroclear or Clearstream, Luxembourg, as applicable (which may include notice being given on such holder's instruction by DTC, Euroclear or

Clearstream, Luxembourg or any depositary for the applicable one of them to the Fiscal Agent by electronic means) in a form acceptable to DTC, Euroclear or Clearstream, Luxembourg, as applicable, from time to time.

- (c) Any Change of Control Put Exercise Notice given in accordance with the standard procedures of DTC, Euroclear or Clearstream, Luxembourg, as applicable, given by a holder of an interest in a Global Note (which may include notice being given on such holder's instruction by DTC, Euroclear or Clearstream, Luxembourg or any depositary for them or registered nominee thereof to the Fiscal Agent or, in the case of Registered Global Notes, the Registrar by electronic means) pursuant to this Condition 8.5 shall be irrevocable except where, prior to the due date of redemption, an Event of Default has occurred and is continuing, in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this Condition 8.5 and instead to declare its interest in such Global Note (which may include notice being given on such holder's instruction by DTC, Euroclear or Clearstream, Luxembourg or any depositary for them or registered nominee thereof to the Fiscal Agent or, in the case of Registered Global Notes, the Registrar by electronic means) immediately due and payable pursuant to Condition 11.
- (d) No Agent shall be required to take any steps to ascertain whether a Change of Control or any event that could lead to the occurrence of a Change of Control has occurred.
- (e) Not later than two business days in İstanbul after becoming aware of the occurrence of a Change of Control, the Issuer shall procure that notice shall be given to the Noteholders in accordance with Condition 15 stating:
  - (i) the date of such Change of Control and, briefly, the events causing such Change of Control,
  - (ii) the date by which the Change of Control Put Exercise Notice must be given,
  - (iii) the Change of Control Put Date,
  - (iv) the names and addresses of all Paying Agents,
  - (v) the procedures that Noteholders must follow and the requirements that Noteholders must satisfy in order to exercise the Change of Control Put Right, and
  - (vi) the aggregate principal amount of the Notes outstanding as of the latest practicable date prior to the publication of such notice.

For the purpose of these Conditions, a “*Change of Control*” occurs when the Republic of Türkiye, whether acting through the Ministry of Treasury and Finance of Türkiye, the Ministry of Culture and Tourism of Türkiye, the Privatisation Administration (in Turkish: *Özelleştirme İdaresi Başkanlığı*) of Türkiye, Türkiye's sovereign wealth fund (in Turkish: *Türkiye Varlık Fonu*), its management company (in Turkish: *Türkiye Varlık Fonu Yönetimi A.Ş.*) or otherwise (in the aggregate): (a) ceases to own (which ownership may be held directly and/or indirectly) more than 50% of the share capital giving the right to vote at a general meeting of the Issuer or (b) ceases to have the right (which may be exercised directly or indirectly) to appoint, or direct the appointment of, a majority of the board of directors of



the Issuer. For the avoidance of doubt, the occurrence of a Change of Control shall not constitute an Event of Default.

## 8.6 Early Redemption Amounts

For the purpose of Conditions 8.2 and 11.1, each Note will be redeemed at its Early Redemption Amount calculated as follows (the “*Early Redemption Amount*”):

- (a) in the case of a Note with a Final Redemption Amount equal to the Issue Price of the first Tranche of Notes of this Series, at the Final Redemption Amount thereof,
- (b) in the case of a Note (other than a Zero Coupon Note) with a Final Redemption Amount that is or may be less or greater than the Issue Price of the first Tranche of Notes of this Series, at the amount specified in the applicable Final Terms or, if no such amount or manner is so specified in the applicable Final Terms, at its outstanding principal amount, or
- (c) in the case of a Zero Coupon Note, at an amount (the “*Amortised Face Amount*”) calculated in accordance with the following formula:

$$\text{Early Redemption Amount} = \text{RP} \times (1 + \text{AY})^y$$

where:

“*RP*” means the Reference Price set forth in the applicable Final Terms,

“*AY*” means the Accrual Yield expressed as a decimal, and

“*y*” is the Day Count Fraction specified in the applicable Final Terms, which shall be any of: (i) 30/360 (in which case the numerator shall be equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of Notes of this Series to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360), (ii) Actual/360 (in which case the numerator shall be equal to the actual number of days from (and including) the Issue Date of the first Tranche of Notes of this Series to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (iii) Actual/365 (in which case the numerator shall be equal to the actual number of days from (and including) the Issue Date of the first Tranche of Notes of this Series to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 365).

## 8.7 Purchases by the Issuer and/or its Subsidiaries

The Issuer and/or any of its Subsidiaries may at any time purchase, have assigned or otherwise transferred to it or otherwise acquire (or have a third party do so for its benefit) Notes (or beneficial interests therein) (*provided* that, in the case of Definitive Bearer Notes, all unmatured Coupons and Talons appertaining thereto are purchased therewith) in any manner and at any price in the open market or otherwise, including (without limitation) in its capacity as a broker for a customer. If any such purchases or acquisitions of Notes (or beneficial interests therein) are made by tender, exchange or other process, then such tender, exchange

or other process shall not be required to be available to all Noteholders of the applicable Series, or in the same manner, except to the extent required by law. Such Notes (or beneficial interests therein) (and, in the case of Definitive Bearer Notes, the related Coupons and Talons) may be held, resold or, at the option of the Issuer or (with the Issuer's consent) any such Subsidiary (as the case may be) for those Notes (or beneficial interests therein) held by it, surrendered or notified to any Paying Agent and/or the Registrar for cancellation pursuant to Condition 8.8; *provided* that any such resale or surrender of a Definitive Bearer Note shall include a sale or surrender (as applicable) of all related Coupons and Talons.

## **8.8 Cancellation**

All Notes that are redeemed, all Global Notes that are exchanged in full, all Registered Notes that have been transferred, all Coupons that are paid and all Talons that are exchanged shall be cancelled by the Agent by which they are redeemed, exchanged, transferred or paid. All Notes so cancelled cannot be reissued or resold and (if such cancellation is for the full amount thereof) the applicable Global Note or Definitive Note shall be forwarded to the Fiscal Agent or, as the case may be, the Registrar for cancellation.

In addition, the Issuer or any of its Subsidiaries may, in accordance with Condition 8.7, surrender to any Paying Agent or the Registrar any Notes (in the case of Definitive Bearer Notes, with all unmatured Coupons and Talons (if any) related to them) held by it that it wishes to have cancelled (or notify the Fiscal Agent and, in the case of Registered Notes, the Registrar of any beneficial interests in a Global Note to be so cancelled), which Notes (or beneficial interests therein) (and, if applicable, unmatured Coupons or Talons) shall, to the extent that the Issuer indicates in writing the same to the relevant Paying Agent (or, as applicable, the Registrar), be promptly cancelled by the Agent to which they are surrendered (or, as the case may be, the Agent(s) so notified). All Notes so cancelled cannot be reissued or resold and (if such cancellation is for the full amount thereof) the applicable Global Note or Definitive Note shall be forwarded to the Fiscal Agent or, as the case may be, the Registrar for cancellation.

Each of the Agents shall deliver all cancelled Notes, Coupons and Talons to the Fiscal Agent or as the Fiscal Agent may specify.

## **8.9 Late Payment on Zero Coupon Notes**

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to this Condition 8 or upon its becoming due and repayable as provided in Condition 11 is improperly withheld or refused, then the amount due and repayable on such Zero Coupon Note shall be the amount calculated as provided in Condition 8.6(c) as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date that is the earlier of:

- (a) the date on which all amounts due on such Zero Coupon Note have been paid, and
- (b) five days after the date on which the full amount of the moneys payable on such Zero Coupon Notes has been received by the Fiscal Agent or the Registrar and notice to that effect has been given to the Noteholders in accordance with Condition 15.

## **9. TAXATION**

### **9.1 Payment without Withholding**

All payments of principal and interest on the Notes (including with respect to the Coupons, if any) by (or on behalf of) the Issuer shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, levies, assessments or governmental charges of whatever nature (“*Taxes*”) imposed, assessed or levied by (or on behalf of) any Relevant Jurisdiction unless such withholding or deduction is required by law. In such event, the Issuer shall pay such additional amounts (“*Additional Amounts*”) as shall be necessary in order that the net amounts received by the holders of the Notes or Coupons after such withholding or deduction shall equal the respective amounts that would have been receivable on the Notes (including with respect to the Coupons, if any) in the absence of such withholding or deduction; *provided* that no Additional Amounts shall be payable in relation to any payment on any Note or Coupon:

- (a) presented for payment by (or on behalf of) a holder who is liable for Taxes in respect of the Note or Coupon by reason of such holder having some connection with any Relevant Jurisdiction other than the mere holding of the Note or Coupon or the receipt of payment in respect thereof,
- (b) presented for payment in Türkiye, or
- (c) presented for payment more than 30 days after the Relevant Date except to the extent that a holder of the relevant Note or Coupon would have been entitled to Additional Amounts on presenting the same for payment on the last day of such 30 day period (assuming that day to have been a Payment Business Day).

Notwithstanding any other provision of these Conditions, in no event will the Issuer, any Paying Agent or any other Person be required to pay any Additional Amounts or other amounts in respect of the Notes (including on Coupons) for, or on account of, any FATCA Withholding Tax.

### **9.2 Defined Terms**

For the purposes of these Conditions:

“*Relevant Date*” means, with respect to any payment, the date on which such payment first becomes due but, if the full amount of the money payable has not been received by the Fiscal Agent on or before the due date, it means the date on which, the full amount of such money having been so received, notice to that effect has been duly given to the holder of the applicable Note by the Issuer in accordance with Condition 15, and

“*Relevant Jurisdiction*” means: (a) Türkiye or any political subdivision or any authority thereof or therein having power to tax or (b) any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax to which the Issuer becomes subject in respect of payments made by it of principal and interest on the Notes (including with respect to the Coupons, if any).

## **10. PRESCRIPTION**

Notes (whether in bearer or registered form) and Coupons will become void unless claims in respect of principal and/or interest with respect thereto are made within a period of 10 years

(in the case of principal) and five years (in the case of interest) from the Relevant Date therefor.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition or Condition 7.2 or any Talon that would be void pursuant to Condition 7.2.

## **11. EVENTS OF DEFAULT**

### **11.1 Events of Default**

The holder of any Note may give notice to the Issuer that such Note is, and such Note shall accordingly forthwith become, immediately due and repayable at its Early Redemption Amount, with all interest accrued and unpaid to (but excluding) the date of repayment, if any of the following events (each an “*Event of Default*”) shall have occurred and be continuing:

- (a) if default is made by the Issuer in the payment of any principal or interest due on the Notes or any of them and the default continues for a period of seven days in the case of principal or 14 days in the case of interest,
- (b) if the Issuer fails to perform or observe any of its other obligations under these Conditions and (except in any case where the failure is incapable of remedy, when no continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 14 days following the service by any Noteholder on the Issuer of notice requiring the same to be remedied,
- (c) if: (i) any Indebtedness for Borrowed Money of the Issuer or any of its Material Subsidiaries becomes due and repayable prematurely by reason of an event of default (however described), (ii) the Issuer or any of its Material Subsidiaries fails to make any payment in respect of any Indebtedness for Borrowed Money on the due date for payment, subject to any applicable grace period, (iii) any security given by the Issuer or any of its Material Subsidiaries for any Indebtedness for Borrowed Money becomes enforceable or (iv) default is made by the Issuer or any of its Material Subsidiaries in making any payment due under any guarantee and/or indemnity given by it in relation to any Indebtedness for Borrowed Money of any other Person, subject to any applicable grace period; *provided* that the aggregate principal amount of: (A) such Indebtedness for Borrowed Money of the Issuer or such Material Subsidiary in the case of clause(s) (i), (ii) and/or (iii) above and/or (B) the maximum amount payable by the Issuer or such Material Subsidiary under such guarantee and/or indemnity of the Issuer or such Material Subsidiary in the case of clause (iv) above exceeds US\$50,000,000 (or its equivalent in any other currency(ies)),
- (d) if:
  - (i) any order is made by any competent court or the Government of Türkiye, as the case may be, or resolution is passed for the winding up or dissolution of the Issuer or any of its Material Subsidiaries,
  - (ii) (A) the Issuer ceases or threatens to cease to carry on the whole or a substantial part, or any Material Subsidiary ceases or threatens to cease to carry on the whole or substantially the whole, in each case, of its business, save for the purposes of reorganisation on terms approved by an Extraordinary Resolution

of Noteholders, or (B) the Issuer or any of its Material Subsidiaries suspends or threatens to suspend payment of, or is unable to (or admits inability to) pay, its debts (or any class of its debts) as they fall due or is deemed unable to pay its debts pursuant to or for the purposes of any applicable law, or is adjudicated, declared or found by a competent authority to be (or becomes) bankrupt or insolvent,

- (iii) the Issuer or any of its Material Subsidiaries commences negotiations with one or more of its creditors with a view to the general readjustment or rescheduling of all or a substantial part of its indebtedness, or
- (iv) the Issuer or any of its Material Subsidiaries: (A) takes any corporate action or other steps are taken or legal proceedings are started: (1) for its winding-up, dissolution, administration, bankruptcy or reorganisation (other than for the purposes of and followed by a reconstruction while solvent upon terms previously approved by an Extraordinary Resolution of Noteholders) or (2) for the appointment of a liquidator, receiver, administrator, administrative receiver, trustee or similar officer of it or any substantial part or all of its revenues and assets or (B) shall, or proposes to, make a general assignment for the benefit of its creditors or shall enter into any composition with its creditors,

in each case in clauses (i) to (iv) above, save for the solvent voluntary winding-up, dissolution or reorganisation of any Material Subsidiary in connection with any combination with, or transfer of the whole or substantially the whole of its business and/or assets to, the Issuer or one or more other Subsidiary(ies) of the Issuer,

- (e) if the Issuer is or becomes entitled or subject to, or is declared by law or otherwise to be protected by, immunity (sovereign or otherwise) and Condition 19.4 is held to be invalid or unenforceable, or
- (f) if the banking licence of the Issuer is temporarily or permanently revoked or the management of the Issuer is taken over by the Savings Deposit Insurance Fund under the provisions of the Banking Law (Law No. 5411) of Türkiye.

## 11.2 Defined Terms

For the purposes of this Condition 11:

*“Indebtedness for Borrowed Money”* means any indebtedness (whether being principal, premium, interest or other amounts) for or in respect of:

- (a) any notes, bonds, debentures, debenture stock, loan stock or other securities,
- (b) any borrowed money, or
- (c) any liability under or in respect of any acceptance or acceptance credit.

*“Material Subsidiary”* means at any time a Subsidiary of the Issuer:

- (a) whose total assets (consolidated in the case of a Subsidiary that itself has Subsidiaries) represent (or, in the case of a Subsidiary acquired after the end of the financial period to which the then latest audited consolidated financial statements of the Issuer prepared in accordance with BRSA Principles relate, are equal to) not less than 10%

of the consolidated total assets of the Issuer, all as calculated respectively by reference to the then latest audited financial statements (consolidated or, as the case may be, unconsolidated) of such Subsidiary prepared in accordance with BRSA Principles and the then latest audited consolidated financial statements of the Issuer prepared in accordance with BRSA Principles; *provided* that, in the case of a Subsidiary of the Issuer acquired after the end of the financial period to which the then latest audited consolidated financial statements of the Issuer prepared in accordance with BRSA Principles relate, the reference to the then latest audited consolidated financial statements of the Issuer prepared in accordance with BRSA Principles for the purposes of the calculation above shall, until consolidated financial statements prepared in accordance with BRSA Principles for the financial period in which the acquisition is made have been prepared and audited as aforesaid, be deemed to be a reference to such first-mentioned accounts as if such Subsidiary had been shown in such accounts by reference to its then latest relevant audited accounts, adjusted as deemed appropriate by the Issuer,

- (b) to which is transferred the whole or substantially the whole of the undertaking and assets of a Subsidiary of the Issuer that immediately prior to such transfer is a Material Subsidiary; *provided* that the transferor Subsidiary shall upon such transfer immediately cease to be a Material Subsidiary and the transferee Subsidiary shall immediately become a Material Subsidiary pursuant to this clause (b) but shall cease to be a Material Subsidiary on the date of publication of the Issuer's next consolidated audited financial statements prepared in accordance with BRSA Principles unless it would then be a Material Subsidiary under clause (a), or
- (c) to which is transferred an undertaking or assets that, taken together with the undertaking or assets of the transferee Subsidiary, represent (or, in the case of the transferee Subsidiary being acquired after the end of the financial period to which the then latest audited consolidated financial statements of the Issuer prepared in accordance with BRSA Principles relate, are equal to) not less than 10% of the consolidated total assets of the Issuer, all as calculated as set out in clause (a); *provided* that the transferor Subsidiary (if a Material Subsidiary) shall upon such transfer immediately cease to be a Material Subsidiary unless, immediately following such transfer, its assets represent (or, in the case aforesaid, are equal to) not less than 10% of the consolidated total assets of the Issuer (all as calculated as set out in clause (a)), and the transferee Subsidiary shall cease to be a Material Subsidiary pursuant to this clause (c) on the date of the publication of the Issuer's next audited consolidated financial statements prepared in accordance with BRSA Principles, save that such transferor Subsidiary or such transferee Subsidiary may be a Material Subsidiary on or at any time after the date on which such consolidated financial statements prepared in accordance with BRSA Principles have been prepared and audited as aforesaid by virtue of the provisions of clause (a) or, prior to or after such date, by virtue of any other applicable provision of this definition.

A report by the auditors of the Issuer that in their opinion a Subsidiary is or is not or was or was not at any particular time a Material Subsidiary shall, in the absence of manifest error, be conclusive and binding upon all parties.

## **12. REPLACEMENT OF NOTES, COUPONS AND TALONS**

Should any Note, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Fiscal Agent (in the case of Bearer Notes, Coupons or

Talons) or the Registrar (in the case of Registered Notes) upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to: (a) evidence of such loss, theft, mutilation, defacement or destruction and (b) indemnity, in each case as the Issuer and/or the Fiscal Agent or, as applicable, the Registrar may reasonably require. Mutilated or defaced Notes, Coupons or Talons must be surrendered before replacements will be issued.

### 13. AGENTS

The names of the initial Agents and their initial specified offices are set out in the Agency Agreement. If any additional Agents are appointed in connection with this Series, then the names of such Agents will be specified in Part B of the applicable Final Terms.

Subject to the terms of the Agency Agreement, the Issuer reserves the right at any time to vary or terminate the appointment of any Agent, appoint additional or other Agents and/or approve any change in the specified office through which any Agent acts; *provided* that:

- (a) there will at all times be a Fiscal Agent and a Registrar,
- (b) there will at all times be: (i) in the case of Bearer Notes, a Paying Agent (which may be the Fiscal Agent), and (ii) in the case of Registered Notes, a Transfer Agent (which may be the Registrar),
- (c) there will at all times be a Paying Agent in a jurisdiction other than the jurisdiction in which the Issuer is incorporated,
- (d) so long as any of the Registered Global Notes payable in a Specified Currency other than U.S. dollars are held through DTC or its nominee, there will at all times be an Exchange Agent with a specified office in the United States, and
- (e) so long as this Series of Notes was listed on a stock exchange by the Issuer and remains so listed, there will at all times be an Agent (which may be the Fiscal Agent) having a specified office in such place as may be required by the rules and regulations of such exchange or any other relevant authority.

In addition, the Issuer shall as promptly as practicable appoint a Paying Agent having a specified office in the United States in the circumstances described in Condition 7.5.

Notice of any variation, termination, appointment or change in Agents and of any changes to the specified office of an Agent will be given to the Noteholders promptly by the Issuer in accordance with Condition 15.

Any such variation, termination, appointment or change shall only take effect (other than in the case of the bankruptcy, insolvency or similar event of the applicable Agent, a Paying Agent ceasing to be a FATCA-Compliant Entity, a Paying Agent determining that it is unable to concur with the Issuer in respect of Benchmark Amendments for the reasons outlined in Condition 6.7(I)(d) or as otherwise prescribed by the Agency Agreement, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Noteholders in accordance with Condition 15.

In acting under the Agency Agreement, the Agents act solely as agents of the Issuer and do not assume any obligation to, or relationship of agency or trust with, any Noteholder, Couponholder or other Person. The Agency Agreement contains provisions permitting any

entity into which any Agent is merged or converted, with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor agent.

For the purposes of this Condition, “*FATCA-Compliant Entity*” means a Person payments to whom are not subject to any FATCA Withholding Tax.

#### **14. EXCHANGE OF TALONS**

On and after the Interest Payment Date on which the final Coupon included in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of any Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due on the Note to which it appertains) a further Talon, subject to the provisions of Condition 10.

#### **15. NOTICES**

All notices to Noteholders regarding the Bearer Notes shall be in English and be deemed to be validly given if published in English in a leading English language newspaper of general circulation in London. It is anticipated (but not required) that any such publication will be made in the *Financial Times* in London. The Issuer shall also ensure that notices are duly published in a manner that complies with the rules of any stock exchange or other relevant authority on which the Bearer Notes (if any) are (at the request of the Issuer) for the time being listed or by which they have been admitted to trading, including publication on the website of such stock exchange and/or other relevant authority if required by those rules. Any such notice shall be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the first date by which publication has occurred in all required newspapers.

All notices to Noteholders regarding the Registered Notes shall be in English and be deemed to be validly given if sent by messenger, courier, first class mail or (if posted to an address overseas) by airmail to the holders (or the first named of joint holders) of such Registered Notes at their respective addresses recorded in the Register and shall be deemed to have been given on the date of delivery (if delivered by messenger or courier) or the fourth day after mailing (if sent by mail). In addition, for so long as any Registered Note is (at the request of the Issuer) listed on a stock exchange or admitted to trading by another relevant authority and the rules of such stock exchange or relevant authority so require, such notice shall be published on the website of the relevant stock exchange and/or relevant authority and/or in a daily newspaper of general circulation in the place or places required by those rules.

So long as any Global Note is held on behalf of DTC, Euroclear and/or Clearstream, Luxembourg, there may be substituted for such publication in such newspaper(s) or such website(s) or such delivery or mailing the delivery of the relevant notice to DTC, Euroclear and/or Clearstream, Luxembourg, as applicable, for communication by them to the holders of interests in such Global Note. Any such notice shall be deemed to have been given to the holders of interests in such Note on such day as is specified in the applicable Final Terms after the day on which such notice was given to DTC, Euroclear and/or Clearstream, Luxembourg, as applicable (or, if not so specified, on the second London Business Day after the date on which such notice was given to DTC, Euroclear and/or Clearstream, Luxembourg, as applicable).



In addition, for so long as any Note is (at the request of the Issuer) listed on a stock exchange or admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, the notice described in the previous paragraph shall be published on the website of the relevant stock exchange or relevant authority and/or in a daily newspaper of general circulation in the place or places required by those rules.

Notices to be given by any Noteholder shall be in writing in English and given by lodging the same (together, in the case of any Definitive Bearer Note, with the relevant Definitive Bearer Note) with the Fiscal Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes). Any such Definitive Bearer Note shall be returned to the relevant Noteholder after such notice has been given in the event such Definitive Bearer Note is otherwise due to be returned to such Noteholder. For so long as any of the Notes are represented by a Global Note, such notice may be given by any holder of an interest in such Global Note to the Fiscal Agent or the Registrar through DTC, Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Fiscal Agent, the Registrar and DTC, Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

Holders of any Coupon appertaining to a Note shall be deemed for all purposes to have notice of the contents of any notice given to the applicable Noteholder.

## **16. MEETINGS OF NOTEHOLDERS AND MODIFICATIONS**

### **16.1 Meetings of Noteholders**

The Agency Agreement contains provisions for convening meetings of the Noteholders (including at a physical location or by means of an electronic platform (such as a conference call or videoconference) or a combination thereof) to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of any modification of the Notes (including any of these Conditions), the Coupons or any of the provisions of the Agency Agreement. Such a meeting may be convened by the Issuer at any time and shall be convened by the Issuer if required in writing by Noteholders holding not less than 10% of the aggregate principal amount of the Notes of this Series for the time being outstanding. A meeting that has been validly convened in accordance with the provisions of the Agency Agreement may be cancelled by the Person(s) who convened (or, if applicable, caused the Issuer to convene) such meeting by giving at least five days' notice (which, in the case of a meeting convened by the Issuer, shall be given to the applicable Noteholders in accordance with Condition 15 and to the Fiscal Agent); *provided* that if the Issuer had convened such meeting after having been required to do so by one or more Noteholder(s) pursuant to Clause 3.1 of Schedule 5 of the Agency Agreement, then the Issuer may not so cancel such meeting absent a request to do so from such Noteholder(s).

The quorum at any such meeting for passing an Extraordinary Resolution is one or more eligible Person(s) present and holding or representing in the aggregate at least a majority of the principal amount of the Notes of this Series for the time being outstanding, or at any adjourned meeting one or more eligible Person(s) present being or representing Noteholders whatever the aggregate principal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes (including these Conditions) or the Coupons (including modifying the Maturity Date of the applicable Series of Notes or any date for the payment of interest thereon, reducing or cancelling the amount of principal or interest payable on the applicable Series of Notes, altering the currency of payment of the applicable Series of Notes or the related Coupons or amending the Deed of Covenant in certain respects), the quorum shall be one or more eligible

Person(s) present and holding or representing in the aggregate not less than two-thirds of the aggregate principal amount of the Notes of this Series for the time being outstanding, or at any adjourned such meeting one or more eligible Person(s) present and holding or representing in the aggregate not less than one-third in principal amount of the Notes of this Series for the time being outstanding. An Extraordinary Resolution duly passed by the Noteholders shall be binding upon all the Noteholders, whether or not they are present or represented at any meeting and whether or not they vote on the resolution, and on all Couponholders.

The Agency Agreement provides that (*inter alia*): (a) a resolution in writing signed by (or on behalf of) the Noteholders of not less than 75% of the aggregate principal amount of the Notes of this Series for the time being outstanding (whether such resolution in writing is contained in one document or several documents in the same form, each signed by (or on behalf of) one or more Noteholders) or (b) consent given by way of electronic consents through the relevant clearing system(s) by (or on behalf of) the Noteholders of not less than 75% of the aggregate principal amount of the Notes of this Series for the time being outstanding will, in each case, take effect as if it were an Extraordinary Resolution and shall be binding upon all Noteholders.

## **16.2 Modification without Noteholder Consent**

The Issuer may, without the consent of the Noteholders or Couponholders, effect any modification (except such modifications in respect of which an increased quorum is required as mentioned in Condition 16.1) of any of the Notes (including these Conditions), the Deed of Covenant, the Deed Poll or the Agency Agreement that is, in the opinion of the Issuer, either: (a) for the purpose of curing any ambiguity or of curing or correcting any manifest or proven error or any other defective provision contained herein or therein or (b) following the advice of an independent financial institution of international standing, not materially prejudicial to the interests of the Noteholders. Any such modification shall be binding upon the Noteholders and Couponholders and shall be notified by the Issuer to the applicable Noteholders as soon as reasonably practicable thereafter in accordance with Condition 15.

Notwithstanding any other provision of these Conditions or the Agency Agreement, the consent or approval of the Noteholders or the Couponholders shall not be required in the case of amendments to these Conditions pursuant to Condition 6.7 to vary the method or basis of calculating the rate(s) or amount of interest or the basis for calculating any Interest Amount on the Notes or for any other variation of these Conditions and/or the Agency Agreement required to be made in the circumstances described in Condition 6.7 (with respect to Condition 6.7(I), where the Issuer has delivered to the Calculation Agent a certificate pursuant to Condition 6.7(I)(e)).

## **17. FURTHER ISSUES**

The Issuer may from time to time, without the consent of the Noteholders or Couponholders, create and issue further notes having terms and conditions the same as those of this Series of Notes, or the same in all respects except for the amount and/or date of the first payment of interest thereon, the issue date and/or the date from which interest starts to accrue, so that the same shall be consolidated and form a single Series with such outstanding Notes; *provided* that the Issuer shall ensure that such further notes will be fungible with such outstanding Notes for U.S. federal income tax purposes as a result of their issuance being a “qualified reopening” under U.S. Treasury Regulation §1.1275-2(k) unless the original Notes were, and such further Notes are, offered and sold by (or on behalf of) the Issuer solely in reliance upon Regulation S in offshore transactions to Persons other than U.S. persons.

In addition, the Issuer may from time to time, without the consent of the Noteholders or Couponholders, create and issue separate Series of Notes under the Programme.

## **18. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

No Person shall have any right to enforce any term or condition of this Note under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any Person that exists or is available apart from that Act.

## **19. GOVERNING LAW AND SUBMISSION TO JURISDICTION**

### **19.1 Governing Law**

These Conditions, and any non-contractual obligations arising out of or in connection herewith, are and shall be (and the Notes and Coupons state that they, and any non-contractual obligations arising out of or in connection therewith, are and shall be) governed by, and construed in accordance with, English law.

### **19.2 Submission to Jurisdiction**

The Issuer irrevocably agrees, for the benefit of the Noteholders and the Couponholders, that the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgment or order originally of the High Court of Justice of England and Wales) have exclusive jurisdiction to settle any disputes that arise out of or in connection with the Notes and/or the Coupons (including a dispute relating to any non-contractual obligations arising out of or in connection with the Notes and/or Coupons) and accordingly submits to the exclusive jurisdiction of such courts with respect thereto.

In connection with any suit, action or other proceeding arising out of or in connection with the Notes and the Coupons (including any such suit, action or other proceeding relating to any non-contractual obligations arising out of or in connection with the Notes and/or the Coupons) (together referred to as "*Proceedings*"), the Issuer waives any objection to the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgment or order originally of the High Court of Justice of England and Wales) on the grounds that it is an inconvenient or inappropriate forum.

To the extent allowed by law, the Noteholders and the Couponholders may initiate any Proceedings against the Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

### **19.3 Consent to Enforcement**

The Issuer agrees, without prejudice to the enforcement of a judgment obtained in the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgment or order originally of the High Court of Justice of England and Wales) according to the provisions of Article 54 of the International Private and Procedure Law of Türkiye (Law No. 5718), that in the event that any action is brought in relation to the Issuer in a court in Türkiye in connection with the Notes and/or the Coupons, in addition to other permissible legal evidence pursuant to the Civil Procedure Code of Türkiye (Law No. 6100), any judgment obtained in such courts in connection with such action shall constitute conclusive evidence of the existence and amount of the claim against the Issuer pursuant to the provisions of the first paragraph of Article 193

of the Civil Procedure Code of Türkiye (Law No. 6100) and Articles 58 and 59 of the International Private and Procedure Law of Türkiye (Law No. 5718).

#### **19.4 Waiver of Immunity**

To the extent that the Issuer may, in relation to any Proceedings in any jurisdiction, claim for itself or its assets or revenues immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that such immunity (whether or not claimed) may be attributed in any such jurisdiction to the Issuer or its assets or revenues, the Issuer agrees not to claim and irrevocably waives such immunity to the full extent permitted by the laws of such jurisdiction.

#### **19.5 Service of Process**

In connection with any Proceedings in England, service of process may be made upon the Issuer at the offices of Law Debenture Corporate Services Limited (with a current address of Eighth Floor, 100 Bishopsgate, London EC2N 4AG, England) and the Issuer undertakes that, in the event of such process agent ceasing so to act, the Issuer shall promptly appoint another Person as its agent for that purpose. This Condition does not affect the right to serve process in any other manner allowed by law.

#### **19.6 Other Documents**

The Issuer has, in the Agency Agreement, the Deed of Covenant and the Deed Poll, submitted to the jurisdiction of the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgment or order originally of the High Court of Justice of England and Wales) and agreed to service of process in terms substantially similar to those set out above in this Condition 19. In addition, the Issuer has, in such documents, waived any rights to sovereign immunity and other similar defences that it may have.

### SCHEDULE 3 FORM OF DEED OF COVENANT

**THIS DEED OF COVENANT** (this "**Deed**") is made on 2 May 2018 by TÜRKiYE VAKIFLAR BANKASI T.A.O. (the "**Issuer**") in favour of the account holders or participants specified below of Clearstream Banking S.A. ("**Clearstream, Luxembourg**"), Euroclear Bank SA/NV ("**Euroclear**"), The Depository Trust Company and/or any other additional clearing system or systems as is specified in the Final Terms relating to any Note (as defined below) (each a "**Clearing System**").

#### **WHEREAS:**

- (A) The Issuer has entered into an amended and restated programme agreement (the "**Programme Agreement**", which expression includes the same as it may be amended, supplemented, novated or restated from time to time) dated 2 May 2018 with the Dealers named in it under which the Issuer proposes from time to time to issue Notes (the "**Notes**").
- (B) The Issuer has also entered into an amended and restated agency agreement (the "**Agency Agreement**", which expression includes the same as it may be amended, supplemented, novated or restated from time to time) dated 2 May 2018 between, *inter alia*, the Issuer and The Bank of New York Mellon, London Branch (the "**Fiscal Agent**").
- (C) Certain of the Notes will initially be represented by, and comprised in, Global Notes, in each case representing a certain number of underlying Notes (the "**Underlying Notes**").
- (D) Each Global Note may, after issue, be deposited with a depository for one or more Clearing Systems (together, the "**Relevant Clearing System**"). Upon any deposit of a Global Note the Underlying Notes represented by such Global Note will be credited to a securities account or securities accounts with the Relevant Clearing System. Any account holder with the Relevant Clearing System that has Underlying Notes credited to its securities account from time to time (each a "**Relevant Account Holder**") will, subject to and in accordance with the terms and conditions and operating procedures or management regulations of the Relevant Clearing System, be entitled to transfer the Underlying Notes and (subject to and upon payment being made by the Issuer to the holder in accordance with the terms of the relevant Global Note) will be entitled to receive payments from the Relevant Clearing System calculated by reference to the Underlying Notes credited to its securities account.
- (E) In certain circumstances specified in each Global Note, the bearer of, or registered holder of, the Global Note will have no further rights under the Global Note (but without prejudice to the rights which any person may have pursuant to this Deed of Covenant). The time at which this occurs is referred to as the "**Relevant Time**". In those circumstances, each Relevant Account Holder will, subject to and in accordance with the terms of this Deed, acquire against the Issuer all those rights that the Relevant Account Holder would have had if, prior to the Relevant Time, duly executed and authenticated Definitive Notes had been issued in respect of its Underlying Notes and the Definitive Notes were held and beneficially owned by the Relevant Account Holder.

#### **NOW THIS DEED WITNESSES** as follows:

1. If at any time the bearer of the Global Note or, as the case may be, the registered holder of the Global Note ceases to have rights under it in accordance with its terms, the Issuer covenants with each Relevant Account Holder (other than any Relevant Account Holder that is an account holder of any other Relevant Clearing System) that each Relevant Account Holder

shall automatically acquire at the Relevant Time, without the need for any further action on behalf of any person, against the Issuer all those rights that the Relevant Account Holder would have had if at the Relevant Time it held and beneficially owned executed and authenticated Definitive Notes in respect of each Underlying Note represented by such Global Note that the Relevant Account Holder has credited to its securities account with the Relevant Clearing System at the Relevant Time.

2. The Issuer's obligation under this clause shall be a separate and independent obligation by reference to each Underlying Note that a Relevant Account Holder has credited to its securities account with the Relevant Clearing System and the Issuer agrees that a Relevant Account Holder may assign its rights under this Deed in whole or in part.
3. The records of the Relevant Clearing System shall, in the absence of manifest error, be conclusive evidence of the identity of the Relevant Account Holders and the number of Underlying Notes credited to the securities account of each Relevant Account Holder. For these purposes a statement issued by the Relevant Clearing System stating:
  - (a) the name of the Relevant Account Holder to which the statement is issued; and
  - (b) the aggregate nominal amount of Underlying Notes credited to the securities account of the Relevant Account Holder as at the opening of business on the first day following the Relevant Time on which the Relevant Clearing System is open for business; *provided* that if such Relevant Clearing System is closed for a continuous period of 14 days or more, then as at the end of business on the last day on which such Relevant Clearing System was open for business,

shall be conclusive evidence of the records of the Relevant Clearing System at the Relevant Time.

4. In the event of a dispute, the determination of the Relevant Time by the Relevant Clearing System shall (in the absence of manifest error) be final and conclusive for all purposes in connection with the Relevant Account Holders with securities accounts with the Relevant Clearing System.
5. The Issuer undertakes in favour of each Relevant Account Holder that, in relation to any payment to be made by it under this Deed, it will comply with the provisions of Condition 9 (*Taxation*) to the extent that they apply to any payments in respect of Underlying Notes as if those provisions had been set out in full in this Deed.
6. The Issuer will pay any stamp and other duties and taxes, including interest and penalties, payable on or in connection with the execution of this Deed and any action taken by any Relevant Account Holder to enforce the provisions of this Deed following a failure by the Issuer in paying any amount due from it under this Deed.
7. The Issuer represents, warrants and undertakes with each Relevant Account Holder that it has all corporate power, and has taken all necessary corporate or other steps, to enable it to execute, deliver and perform this Deed, and that this Deed constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms subject to the laws of bankruptcy and other laws affecting the rights of creditors generally.
8. This Deed shall take effect as a Deed Poll for the benefit of the Relevant Account Holders from time to time. This Deed shall be deposited with and held by the common depositary for

Euroclear and Clearstream, Luxembourg (being at the date of this Deed The Bank of New York Mellon, London Branch at One Canada Square, London E14 5AL) until all the obligations of the Issuer under this Deed have been discharged in full.

9. The Issuer acknowledges the right of every Relevant Account Holder to the production of, and the right of every Relevant Account Holder to obtain (upon payment of a reasonable charge) a copy of, this Deed, and further acknowledges and covenants that the obligations binding upon it contained in this Deed are owed to, and shall be for the account of, each and every Relevant Account Holder, and that each Relevant Account Holder shall be entitled severally to enforce those obligations against the Issuer.
10. If any provision in or obligation under this Deed is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair (a) the validity, legality or enforceability under the law of that jurisdiction of any other provision in or obligation under this Deed and (b) the validity, legality or enforceability under the law of any other jurisdiction of that or any other provision in or obligation under this Deed.
11. Other than the Relevant Account Holders, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed, but this does not affect any right or remedy of a third party that exists or is available apart from that Act.
12. This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by, and shall be construed in accordance with, English law.
13. The Issuer agrees for the benefit of the Relevant Account Holders that the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgement or order originally of the High Court of Justice of England and Wales) is to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this Deed, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequence of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with this Deed (for the purposes of this Clause 13 and Clauses 14, 15 and 17 of this Deed, a "**Dispute**") and accordingly submits to the exclusive jurisdiction of the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgement or order originally of the High Court of Justice of England and Wales).
14. Notwithstanding Clause 13, each Relevant Account Holder may, in respect of any Dispute or Disputes, take proceedings against the Issuer in any other court of competent jurisdiction and concurrent proceedings in any number of jurisdictions, in each case to the extent allowed by law.
15. In connection with this Deed, service of process may be made upon the Issuer at Law Debenture Corporate Services Limited, Fifth Floor, 100 Wood Street, London EC2V 7EX, England, in respect of any Dispute in England and the Issuer undertakes that in the event that such process agent ceases so to act it will appoint another person as its agent for that purpose.
16. The Issuer agrees, without prejudice to the enforcement of a judgment obtained in the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgement or order originally of the High Court of Justice of England and Wales) according to the provisions of Article 54 of the

International Private and Procedural Law of Turkey (Law No. 5718), that, in the event that any action is brought in relation to the Issuer in a court in Turkey in connection with this Deed, in addition to other permissible legal evidence pursuant to the Civil Procedure Code of Turkey (Law No. 6100), any judgment obtained in the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgement or order originally of the High Court of Justice of England and Wales) in connection with such action shall constitute conclusive evidence of the existence and amount of the claim against the Issuer, pursuant to the provisions of the first sentence of Articles 193 of the Civil Procedure Code of Turkey (Law No. 6100) and Articles 58 and 59 of the International Private and Procedural Law of Turkey (Law No. 5718).

17. The Issuer irrevocably and unconditionally with respect to any Dispute (a) waives any right to claim sovereign or other immunity from jurisdiction, recognition or execution and any similar argument in any jurisdiction, (b) submits to the jurisdiction of the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgement or order originally of the High Court of Justice of England and Wales) and the courts of any other jurisdiction in relation to the recognition of any judgement or order of the courts of any competent jurisdiction in relation to any Dispute and (c) consents to the giving of any relief (whether by way of injunction, attachment, specific performance or other relief) or the issue of any process, in any jurisdiction, after final judgment, including without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment in connection with any Dispute. Without limiting the generality of the foregoing, the Issuer agrees that the foregoing waiver of immunity shall have the fullest scope permitted under the U.S. Foreign Sovereign Immunities Act of 1976 and is intended to be irrevocable for purposes of such Act.

**IN WITNESS** whereof this Deed has been entered into as a deed poll by the Issuer on the date that appears first on page 1.

**EXECUTED** as a **DEED** by

**TÜRKİYE VAKIFLAR BANKASI T.A.O.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**SCHEDULE 4**  
**FORM OF PUT NOTICE/CHANGE OF CONTROL PUT EXERCISE NOTICE FOR**  
**NOTES IN DEFINITIVE FORM**

**TÜRKİYE VAKIFLAR BANKASI T.A.O.**

*[title of relevant Series of Notes]*

By depositing this duly completed Notice with the Registrar (in the case of Registered Notes) or any Paying Agent (in the case of Bearer Notes) for the above Series of Notes (the "**Notes**") the undersigned holder of the Notes surrendered with this Notice and referred to below irrevocably exercises its option to have [the full/.....]<sup>(1)</sup> nominal amount of the Notes redeemed in accordance with [Condition 8.4]/[Condition 8.5] on the [Optional Redemption Date] [Change of Control Put Date].

This Notice relates to Notes in the aggregate nominal amount of [●] bearing the following serial numbers:

.....

If the Notes or a new Registered Note in respect of the balance of the Notes referred to above are, as a result of the exercise of an Investor Put as set out in Condition 8.4 or Condition 8.5, to be returned or delivered (as the case may be)<sup>(2)</sup> to the undersigned under Clause 13(d) of the Agency Agreement, they should be returned or delivered (as the case may be) by uninsured post to:

.....

**Payment Instructions**

Please make payment in respect of the above-mentioned Notes by [cheque posted to the above address/transfer to the following bank account]<sup>(1)</sup>:

Bank:

Branch Address:

Branch Code:

Account Number:

Signature of holder:

*[To be completed by recipient Registrar/Paying Agent]*

Details of missing unmatured Coupons .....<sup>(3)</sup>

Received by:

*[Signature and stamp of Registrar/Paying Agent]*

At its office at:

On:

**NOTES:**

(1) Complete as appropriate.

(2) The Agency Agreement provides that Notes so returned or delivered (as the case may be) will be sent by post, uninsured and at the risk of the Noteholder, unless the Noteholder otherwise requests and pays the costs of such insurance to the relevant Paying Agent at the time of depositing the Note referred to above.

(3) Only relevant for Bearer Fixed Rate Notes in definitive form.

**N.B. The Registrar or, as the case may be, the Paying Agent with whom the above-mentioned Notes are deposited will not in any circumstances be liable to the depositing Noteholder or any other person for any loss or damage arising from any act, default or omission of such Registrar or Paying Agent in relation to the said Notes or any of them unless such loss or damage was caused by the fraud or negligence of such Registrar or Paying Agent or its directors, officers or employees.**

This Put Notice is not valid unless all of the paragraphs requiring completion are duly completed. Once validly given this Put Notice is irrevocable except in the circumstances set out in Clause 13(d) of the Agency Agreement.

**SCHEDULE 5**  
**PROVISIONS FOR MEETINGS OF NOTEHOLDERS**

1. As used in this Schedule the following expressions shall have the following meanings unless the context otherwise requires:
- (a) **"Alternative Clearing System"** means any clearing system (including without limitation DTC) other than Euroclear or Clearstream, Luxembourg.
  - (b) **"voting certificate"** means an English language certificate issued by a Paying Agent and dated in which it is stated:
    - (i) that on its date Bearer Notes (not being Bearer Notes in respect of which a block voting instruction has been issued and is outstanding in respect of the meeting specified in the voting certificate and any adjournment of the meeting) bearing specified serial numbers were deposited with the Paying Agent or (to the satisfaction of the Paying Agent) were held to its order or under its control and that none of the Bearer Notes will cease to be so deposited or held until the first to occur of:
      - (A) the conclusion of the meeting specified in the certificate or, if applicable, any adjourned meeting; and
      - (B) the surrender of the certificate to the Paying Agent that issued the same; and
    - (ii) that the bearer of the voting certificate is entitled to attend and vote at the meeting and any adjourned meeting in respect of the Bearer Notes represented by the certificate;
  - (c) **"block voting instruction"** means an English language document issued by a Paying Agent and dated in which:
    - (i) it is certified that Bearer Notes (not being Bearer Notes in respect of which a voting certificate has been issued and is outstanding in respect of the meeting specified in the block voting instruction and any adjournment of the meeting) have been deposited with the Paying Agent or (to the satisfaction of the Paying Agent) were held to its order or under its control and that none of the Bearer Notes will cease to be so deposited or held until the first to occur of:
      - (A) the conclusion of the meeting specified in the document or, if applicable, any adjourned meeting; and
      - (B) the surrender to the Paying Agent not less than 48 hours before the time for which the meeting or any adjourned meeting is convened of the receipt issued by the Paying Agent in respect of each deposited Bearer Note that is to be released or (as the case may require) the Bearer Note or Bearer Notes ceasing with the agreement of the Paying Agent to be held to its order or under its control and the giving of notice by the Paying Agent to the Issuer in accordance with paragraph 25 of the necessary amendment to the block voting instruction;

- (ii) it is certified that each holder of the Bearer Notes has instructed the Paying Agent that the vote(s) attributable to the Bearer Note or Bearer Notes so deposited or held should be cast in a particular way in relation to the resolution or resolutions to be put to the meeting or any adjourned meeting and that all instructions are during the period commencing 48 hours before the time for which the meeting or any adjourned meeting is convened and ending at the conclusion or adjournment of the meeting neither revocable nor capable of amendment;
  - (iii) the total number, total principal amount and the serial numbers (if available) of the Bearer Notes so deposited or held are listed distinguishing with regard to each such resolution between those in respect of which instructions have been given that the relevant votes should be cast in favour of the resolution and those in respect of which instructions have been given that the relevant votes should be cast against the resolution; and
  - (iv) one or more persons named in such document (each a "**proxy**") is or are authorised and instructed by such Paying Agent to cast the votes attributable to the Bearer Notes so listed in accordance with the instructions referred to in subparagraph (iii) as set out in such document.
- (d) "**meeting**" means a meeting convened pursuant to this Schedule by the Issuer, and whether held as a physical meeting, a virtual meeting held via conference call, including by use of a videoconferencing platform, or a hybrid meeting (being a combination of a physical meeting and a virtual meeting held via conference call).
2. The holder of any voting certificate or the proxies named in any block voting instruction shall for all purposes in connection with the relevant meeting or adjourned meeting of Noteholders be deemed to be the holder of the Bearer Notes to which the voting certificate or block voting instruction relates and the Paying Agent with which the Bearer Notes have been deposited or the person holding the same to the order or under the control of such Paying Agent shall be deemed for those purposes not to be the holder of those Bearer Notes.
  3. Subject to paragraph 6 below, a holder of Registered Notes may by an instrument in writing (a "**form of proxy**") signed by the holder or, in the case of a corporation, executed under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation, appoint any person (a "**proxy**") to act on its behalf in connection with any meeting or proposed meeting of the Noteholders.
  4. Any holder of Registered Notes that is a corporation or other legal entity may by resolution of its directors or other governing body authorise any person to act as its representative (a "**representative**") in connection with any meeting or proposed meeting of the Noteholders.
  5. Any proxy appointed under paragraph 3 or representative appointed under paragraph 4 shall, so long as the appointment remains in force, for all purposes in connection with the relevant meeting or adjourned meeting of Noteholders be deemed to be the holder of the Registered Notes to which the appointment relates and the holder of the Registered Notes shall be deemed for those purposes not to be the holder of those Registered Notes.
  6. If the holder of a Registered Note is DTC or a nominee of DTC, such nominee or DTC, DTC participants or beneficial owners of interests in Registered Notes held through DTC participants may appoint proxies in accordance with and in the form used by DTC as part of

its usual procedures from time to time in relation to meetings of Noteholders. Any proxy so appointed may by an instrument in writing in the English language signed by the proxy or, in the case of a corporation or other legal entity, executed under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation or other legal entity and delivered to the Registrar or any other person approved by the Registrar before the time fixed for any meeting, appoint any persons (the "**sub-proxy**") to act on its behalf in connection with any meeting or proposed meeting of Noteholders. All references to "**proxy**" or "**proxies**" in this Schedule other than in this paragraph 6, shall be read so as to include references to "**sub-proxy**" or "**sub-proxies**".

7. References in this Schedule to the "**Notes**" are to the Notes of the Series in respect of which the relevant meeting is convened.
8. The Issuer may at any time and, upon a requisition in writing of Noteholders holding not less than 10 *per cent.* of the aggregate principal amount of the Notes for the time being outstanding, shall convene a meeting of the Noteholders of such Notes and if the Issuer makes default for a period of seven days in convening the meeting, the meeting may be convened by the requisitionists. Whenever the Issuer is about to convene any meeting it shall as promptly as practicable give notice in writing to the Fiscal Agent and the Dealers of the day, time and place of the meeting (which need not be a physical place and instead may be by conference call, including by use of a videoconferencing platform) and of the nature of the business to be transacted at the meeting. Every meeting shall be held at a time and place approved by the Fiscal Agent.
9. At least 21 days' notice (exclusive of the day on which the notice is given and the day on which the meeting is held) specifying the place, day and hour of the meeting shall be given to the applicable Noteholders in the manner provided in Condition 15 (*Notices*). The notice shall state generally the nature of the business to be transacted at the meeting but (except for an Extraordinary Resolution) it shall not be necessary to specify in the notice the terms of any resolution to be proposed. The notice shall include a statement to the effect that (a) Bearer Notes may be deposited with Paying Agents for the purpose of obtaining voting certificates or appointing proxies and (b) the holder of Registered Notes may appoint proxies by executing and delivering a form of proxy to the specified office of the Fiscal Agent, in each case not less than 24 hours before the time fixed for the meeting or that, in the case of corporations, they may appoint representatives by resolution of their directors or other governing body. A copy of the notice shall be sent by post to the Issuer (unless the meeting is convened by the Issuer).
10. A meeting that has been validly convened in accordance with paragraph 8 above, may be cancelled by the person who convened (or, if applicable, caused the Issuer to convene) such meeting by giving at least five days' notice (exclusive of the day on which the notice is given and the day on which the meeting is held), any such notice of cancellation to be given, in the case of a meeting convened by the Issuer, to the applicable Noteholders in the manner provided in Condition 15 (*Notices*). Any meeting cancelled in accordance with this paragraph 10 shall be deemed not to have been convened.
11. The person (who may but need not be a Noteholder) nominated in writing by the Issuer shall be entitled to take the chair at each meeting but if no nomination is made or if at any meeting the person nominated is not present within fifteen minutes after the time appointed for holding the meeting the Noteholders present shall choose one of their number to be Chairman.

12. At any meeting one or more persons present holding Notes or voting certificates or being proxies or representatives and holding or representing in the aggregate not less than twenty *per cent.* in principal amount of the Notes for the time being outstanding shall (except for the purpose of passing an Extraordinary Resolution) form a quorum for the transaction of business and no business (other than the choosing of a Chairman) shall be transacted at any meeting unless the requisite quorum is present at the commencement of business. The quorum at any meeting for passing an Extraordinary Resolution shall (subject as provided below) be one or more persons present and holding Notes or voting certificates or being proxies or representatives and holding or representing in the aggregate at least a majority of the principal amount of the Notes for the time being outstanding; *provided* that at any meeting the business of which includes any of the following matters (each of which shall only be capable of being effected after having been approved by Extraordinary Resolution) namely:
- (a) modification of the Maturity Date of the Notes or reduction or cancellation of the principal amount payable upon maturity; or
  - (b) reduction or cancellation of the amount payable or modification of the payment date in respect of any interest in respect of the Notes or variation of the method of calculating the rate of interest in respect of the Notes; or
  - (c) reduction of any Minimum Interest Rate and/or Maximum Interest Rate specified in the applicable Final Terms; or
  - (d) modification of the currency in which payments under the Notes or the Coupons or the Receipts are to be made; or
  - (e) modification of the majority required to pass an Extraordinary Resolution; or
  - (f) modification of the Deed of Covenant; or
  - (g) the sanctioning of any scheme or proposal described in paragraph 26(f); or
  - (h) alteration of this proviso or the proviso to paragraph 13 below,

the quorum shall be one or more persons present holding Notes or voting certificates or being proxies or representatives and holding or representing in the aggregate not less than two-thirds of the aggregate principal amount of the Notes for the time being outstanding.

13. If within fifteen minutes after the time appointed for any meeting a quorum is not present the meeting shall if convened upon the requisition of Noteholders be dissolved. In any other case it shall be adjourned to the same day in the next week (or if such day is a public holiday the next succeeding business day) at the same time and place (except in the case of a meeting at which an Extraordinary Resolution is to be proposed, in which case it shall be adjourned for a period being not less than 14 days nor more than 42 days and at a place appointed by the Chairman and approved by the Fiscal Agent) and at the adjourned meeting one or more persons present holding Notes or voting certificates or being proxies or representatives (whatever the principal amount of the Notes so held or represented by them) shall (subject as provided below) form a quorum and shall (subject as provided below) have power to pass any Extraordinary Resolution or other resolution and to decide upon all matters that could properly have been dealt with at the meeting from which the adjournment took place had the requisite quorum been present; *provided* that at any adjourned meeting the business of which includes any of the matters specified in the proviso to paragraph 12 the quorum shall be one or more

persons present holding Notes or voting certificates or being proxies or representatives and holding or representing in the aggregate not less than one-third in principal amount of the Notes for the time being outstanding.

14. Notice of any adjourned meeting at which an Extraordinary Resolution is to be submitted shall be given in the same manner as notice of an original meeting but as if 10 were substituted for 21 in paragraph 9 and the notice shall (except in cases where the proviso to paragraph 13 shall apply when it shall state the relevant quorum) state that one or more persons present holding Notes or voting certificates or being proxies or representatives at the adjourned meeting whatever the principal amount of the Notes held or represented by them will form a quorum. Subject to this it shall not be necessary to give any notice of an adjourned meeting.
15. Every question submitted to a meeting shall be decided in the first instance by a show of hands and in the case of an equality of votes the Chairman shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes (if any) to which he may be entitled as a Noteholder or as a holder of a voting certificate or as a proxy or as a representative.
16. At any meeting, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or the Issuer or by one or more persons present holding Notes or voting certificates or being proxies or representatives (whatever the principal amount of the Notes so held by them), a declaration by the Chairman that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
17. Subject to paragraph 19, if at any meeting a poll is demanded it shall be taken in the manner and, subject as provided below, either at once or after an adjournment as the Chairman may direct and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the motion on which the poll has been demanded.
18. The Chairman may with the consent of (and shall if directed by) any meeting adjourn the same from time to time and from place to place but no business shall be transacted at any adjourned meeting except business that might lawfully (but for lack of required quorum) have been transacted at the meeting from which the adjournment took place.
19. Any poll demanded at any meeting on the election of a Chairman or on any question of adjournment shall be taken at the meeting without adjournment.
20. Any director or officer of the Issuer and its lawyers and financial advisers may attend and speak at any meeting. Subject to this, but without prejudice to the proviso to the definition of "outstanding" in Clause 1.1 of this Agreement, no person shall be entitled to attend and speak nor shall any person be entitled to vote at any meeting of the Noteholders or join with others in requisitioning the convening of a meeting unless he either produces the Bearer Note or Bearer Notes of which he is the holder or a voting certificate or is a proxy or a representative or is the holder of a Registered Note. Neither the Issuer nor any of its Subsidiaries shall be entitled to vote at any meeting in respect of Notes held by it for the benefit of any such company and no other person shall be entitled to vote at any meeting in respect of Notes held by it for the benefit of any such company. Nothing contained in this paragraph shall prevent any of the proxies named in any block voting instruction or form of proxy or any

representative from being a director, officer or representative of or otherwise connected with the Issuer.

21. Subject as provided in paragraph 20 at any meeting:
- (a) on a show of hands every person who is present in person and produces a Bearer Note or voting certificate or is a holder of a Registered Note or is a proxy or representative shall have one vote; and
  - (b) on a poll every person who is so present shall have one vote in respect of:
    - (i) each US\$1.00; and
    - (ii) in the case of a meeting of the holders of Notes denominated in a currency other than US Dollars, the equivalent of US\$1.00 in that currency (calculated as specified in paragraph 32); or

such other amount as the Fiscal Agent shall in its absolute discretion stipulate in principal amount of Notes so produced or represented by the voting certificate so produced or in respect of which he is a proxy or representative.

22. Without prejudice to the obligations of the proxies named in any block voting instruction or form of proxy any person entitled to more than one vote need not use all his votes or cast all the votes to which he is entitled in the same way.
23. The proxies named in any block voting instruction or form of proxy and representatives need not be Noteholders.
24. Each block voting instruction together (if so requested by the Issuer) with proof satisfactory to the Issuer of its due execution on behalf of the relevant Paying Agent and each form of proxy shall be deposited not less than 24 hours before the time appointed for holding the meeting or adjourned meeting at which the proxies named in the block voting instruction or form of proxy propose to vote at a place approved by the Fiscal Agent and in default the block voting instruction or form of proxy shall not be treated as valid unless the Chairman of the meeting decides otherwise before the meeting or adjourned meeting proceeds to business. A certified copy of each block voting instruction and form of proxy shall be deposited with the Fiscal Agent before the commencement of the meeting or adjourned meeting but the Fiscal Agent shall not as a result be obliged to investigate or be concerned with the validity of or the authority of the proxies named in the block voting instruction or form of proxy.
25. Any vote given in accordance with the terms of a block voting instruction or form of proxy shall be valid notwithstanding the previous revocation or amendment of the block voting instruction or form of proxy or of any of the Noteholders' instructions under which it was executed; *provided* that no notice in writing of the revocation or amendment shall have been received from the relevant Paying Agent or in the case of a Registered Note from the holder of the Registered Note by the Issuer at its registered office (or any other place approved by the Fiscal Agent for the purpose) by the time being 24 hours before the time appointed for holding the meeting or adjourned meeting at which the block voting instruction or form of proxy is to be used.
26. A meeting of the Noteholders shall in addition to the powers set out above have the following powers exercisable by Extraordinary Resolution (subject to the provisions relating to quorum contained in paragraphs 12 and 13) only, namely:



- (a) power to sanction any compromise or arrangement proposed to be made among the Issuer and the Noteholders, Receiptholders and Couponholders or any of them;
- (b) power to sanction any abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders, Receiptholders and Couponholders against the Issuer or against any of its property whether such rights shall arise under this Agreement, the Notes, the Receipts or the Coupons or otherwise;
- (c) power to assent to any modification of the provisions contained in this Agreement or the Conditions, the Notes, the Receipts, the Coupons or the Deed of Covenant that shall be proposed by the Issuer;
- (d) power to give any authority or sanction that under the provisions of this Agreement or the Notes is required to be given by Extraordinary Resolution;
- (e) power to appoint any persons (whether Noteholders or not) as a committee or committees to represent the interests of the Noteholders and to confer upon any committee or committees any powers or discretions that the Noteholders could themselves exercise by Extraordinary Resolution;
- (f) power to sanction any scheme or proposal for the exchange or sale of the Notes for, or the conversion of the Notes into, or the cancellation of the Notes in consideration of, shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer or any other company formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities as stated above and partly for or into or in consideration of cash; and
- (g) power to approve the substitution of any entity in place of the Issuer (or any previous substitute) as the principal debtor in respect of the Notes, the Receipts and the Coupons.

27. Any resolution duly passed (i) at a meeting of the Noteholders duly convened and held, (ii) by written resolution signed by (or on behalf of) Noteholders, or (iii) by way of electronic consents given by (or on behalf of) Noteholders through the relevant Clearing Systems, in each case, in accordance with these provisions shall be binding upon all the Noteholders whether present or not present at the meeting or whether or not they have signed the written resolution or consented electronically and whether or not voting and upon all Couponholders and Receiptholders and each of them shall be bound to give effect to the resolution accordingly and the passing of any resolution shall be conclusive evidence that the circumstances justify its passing. Notice of the result of voting on any resolution duly considered by the Noteholders shall be published in accordance with Condition 15 (*Notices*) by the Issuer within 14 days of the result being known; *provided* that non-publication shall not invalidate the resolution.

28. The expression "**Extraordinary Resolution**" when used in this Agreement or the Conditions means a resolution duly passed at a meeting of the Noteholders duly convened and held in accordance with these provisions by a majority consisting of not less than *75 per cent.* of the persons voting on the resolution upon a show of hands or if a poll was duly demanded then by a majority consisting of not less than *75 per cent.* of the votes given on the poll. In addition: (i) a resolution in writing signed by (or on behalf of) the Noteholders of not less than *75 per cent.* of the aggregate principal amount of the Notes for the time being outstanding (whether

such resolution in writing is contained in one document or several documents in the same form, each signed by (or on behalf of) one or more Noteholders) (a "**Written Resolution**") or (ii) consent given by way of electronic consents through the relevant clearing systems by (or on behalf of) the Noteholders of not less than 75 *per cent.* of the aggregate principal amount of the Notes for the time being outstanding (an "**Electronic Consent**") will, in each case, take effect as if it were an Extraordinary Resolution. For the purpose of determining whether a Written Resolution or Electronic Consent has been validly passed, the Issuer, each Agent and the Registrar shall be entitled to rely on any consent or instructions given in writing directly to the Issuer and/or the Fiscal Agent and/or the Registrar, as the case may be, (a) by accountholders in the clearing system(s) with entitlements to the relevant Notes (represented by interests in one or more global notes) and/or (b) where any accountholder holds any such entitlement on behalf of another person, on written consent from, or written instruction by, the person identified by the relevant accountholder as the person for whom such entitlement is held. For the purpose of establishing the entitlement to give any such consent or instruction, the Issuer, each Agent and the Registrar shall be entitled to rely on any certificate or other document issued by, in the case of (a) above, Euroclear, Clearstream, Luxembourg or any other relevant Alternative Clearing System and, in the case of (b) above, the relevant clearing system and the accountholder identified by the relevant clearing system. Any resolution passed in any such manner shall be binding on all Noteholders, Couponholders and Receiptholders, even if the relevant consent or instruction proves to be defective. Any such certificate or other document shall be conclusive and binding for all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's EUCLID or Clearstream, Luxembourg's CreationOnline system) in accordance with its usual procedures and in which the accountholder of a particular principal amount of the Notes is clearly identified together with the amount of such holding. None of the Issuer, any Agent or the Registrar shall be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

29. Notwithstanding any other provision of this Agreement (including this Schedule), the consent or approval of the Noteholders shall not be required in the case of amendments to the Conditions pursuant to Condition 6.7 to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Notes or for any other variation of the Conditions and/or this Agreement required to be made in the circumstances described in Condition 6.7, where the Issuer has delivered to the Calculation Agent a certificate pursuant to Condition 6.7(I)(e).
30. Minutes of all resolutions and proceedings at every meeting shall be made and duly entered in books to be from time to time provided for that purpose by the Issuer and any minutes signed by the Chairman of the meeting at which any resolution was passed or proceedings had shall be conclusive evidence of the matters contained in them and until the contrary is proved every meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly held and convened and all resolutions passed or proceedings had at the meeting to have been duly passed or had.
31. Subject to all other provisions contained in this Schedule the Fiscal Agent may without the consent of the Issuer, the Noteholders, the Receiptholders or the Couponholders prescribe any further regulations regarding the requisitioning and/or the holding of meetings of Noteholders and attendance and voting at them as the Fiscal Agent may in its sole discretion think fit.

32. If the Issuer shall have issued and have outstanding Notes that are not denominated in US Dollars the principal amount of such Notes shall (i) for the purposes of paragraph 8 above be the equivalent in US Dollars at the spot rate of a bank nominated by the Agent for the conversion of the relevant currency or currencies into US Dollars on the seventh dealing day prior to the day on which the requisition in writing is received by the Issuer and (ii) for the purposes of paragraphs 12, 13 and 21 above (whether in respect of the meeting or any adjourned such meeting or any poll resulting therefrom) be the equivalent at such spot rate on the seventh dealing day prior to the date of such meeting and, in any case, the equivalent in US Dollars of Zero Coupon Notes or any other Notes issued at a discount or a premium shall be calculated by reference to the original principal amount of such Notes. In such circumstances, on any poll each person present shall have one vote for each US\$1 in principal amount of the Notes (converted as above) that he holds or represents.

**SCHEDULE 6**  
**FORMS OF GLOBAL AND DEFINITIVE NOTES, RECEIPTS, COUPONS AND TALONS**

**PART 1**  
**FORM OF TEMPORARY BEARER GLOBAL NOTE**

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THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OF THE UNITED STATES OF AMERICA OR ANY OTHER APPLICABLE U.S. FEDERAL OR STATE SECURITIES LAWS AND, ACCORDINGLY, THIS NOTE (AND BENEFICIAL INTERESTS HEREIN) MAY NOT BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF: (a) WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) UNLESS THE TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND (b) EXCEPT IN COMPLIANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE UNITED STATES AND ALL OTHER JURISDICTIONS. THE HOLDER OF THIS NOTE (OR OF A BENEFICIAL INTEREST HEREIN) BY ITS ACCEPTANCE HEREOF (OR OF A BENEFICIAL INTEREST HEREIN) AGREES (OR SHALL BE DEEMED TO AGREE) ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT IS HOLDING THIS NOTE (OR A BENEFICIAL INTEREST HEREIN) THAT NO OFFER, SALE, ASSIGNMENT, TRANSFER, PLEDGE, ENCUMBRANCE OR OTHER DISPOSITION OF THIS NOTE (OR A BENEFICIAL INTEREST HEREIN) SHALL BE MADE TO A U.S. PERSON PRIOR TO THE EXPIRATION OF A 40 DAY PERIOD AFTER THE LATER OF THE COMMENCEMENT OF THE OFFERING TO PERSONS OTHER THAN DISTRIBUTORS AND THE ISSUE DATE OF THE TRANCHE OF WHICH THIS NOTE FORMS PART.

EACH PURCHASER AND TRANSFEREE (AND IF SUCH PURCHASER OR TRANSFEREE IS A PLAN, THEN ITS FIDUCIARY) OF THIS NOTE (OR A BENEFICIAL INTEREST HEREIN) WILL BE DEEMED TO REPRESENT AND WARRANT TO, AND AGREE WITH, THE ISSUER THAT EITHER: (a) IT IS NOT, AND FOR SO LONG AS IT HOLDS THIS NOTE (OR A BENEFICIAL INTEREST HEREIN) WILL NOT BE, ACQUIRING OR HOLDING THIS NOTE (OR A BENEFICIAL INTEREST HEREIN) WITH THE ASSETS OF: (i) AN "EMPLOYEE BENEFIT PLAN" AS DEFINED IN SECTION 3(3) OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), OF THE UNITED STATES OF AMERICA THAT IS SUBJECT TO THE PROVISIONS OF TITLE I OF ERISA, (ii) A "PLAN" AS DEFINED IN AND SUBJECT TO SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), OF THE UNITED STATES OF AMERICA, (iii) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" OF ANY OF THE FOREGOING OR (iv) A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN THAT IS SUBJECT TO ANY STATE, LOCAL, OTHER FEDERAL OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE ("**SIMILAR LAW**"), OR (b) THE ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR A BENEFICIAL INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR A VIOLATION OF SIMILAR LAW.

THIS NOTE AND RELATED DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, THE AGENCY AGREEMENT REFERRED TO HEREIN) MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WITHOUT THE CONSENT OF, BUT UPON NOTICE TO, THE HOLDER OF THIS NOTE (OR BENEFICIAL INTERESTS HEREIN) SENT TO ITS REGISTERED ADDRESS (OR, FOR HOLDERS OF BENEFICIAL INTERESTS, TO THE EXTENT FORWARDED TO THEM BY THE APPLICABLE CLEARING SYSTEM), TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR RESALES AND OTHER TRANSFERS OF THIS NOTE (OR BENEFICIAL INTERESTS HEREIN) TO REFLECT ANY CHANGE IN APPLICABLE LAW (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO RESALES OR OTHER TRANSFERS OF RESTRICTED SECURITIES GENERALLY. THE HOLDER OF THIS NOTE (OR OF A BENEFICIAL INTEREST HEREIN) SHALL BE DEEMED, BY ITS ACCEPTANCE OR PURCHASE HEREOF (OR OF A BENEFICIAL INTEREST HEREIN), TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE CONCLUSIVE AND BINDING UPON THE HOLDER HEREOF (AND HOLDERS OF A BENEFICIAL INTEREST HEREIN) AND ALL FUTURE HOLDERS OF THIS NOTE (AND HOLDERS OF A BENEFICIAL INTEREST HEREIN) AND ANY SECURITIES ISSUED IN EXCHANGE OR SUBSTITUTION HEREFOR, WHETHER OR NOT ANY NOTATION THEREOF IS MADE HEREON).

## **TÜRKİYE VAKIFLAR BANKASI T.A.O.**

### **TEMPORARY BEARER GLOBAL NOTE**

This Global Note is a Temporary Bearer Global Note in respect of a duly authorised issue of Notes (the "**Notes**") of Türkiye Vakıflar Bankası T.A.O. (the "**Issuer**") described, and having the provisions specified, in the attached Final Terms (the "**Final Terms**"). References in this Global Note to the Conditions shall be to the Terms and Conditions of the Notes [endorsed on this Note/attached to this Note/set out in Schedule 2 to the Agency Agreement (as defined below), which shall be incorporated by reference in this Note and have effect as if set out in it] as modified, supplemented, replaced or completed, as the case may be, by the information set out in the Final Terms, but in the event of any conflict among the provisions of (i) the Conditions or (ii) this Global Note and the information set out in the Final Terms, the Final Terms will prevail.

Words and expressions defined or set out in the Conditions and/or the Final Terms shall have the same meaning when used in this Global Note.

This Global Note is issued subject to, and with the benefit of, the Conditions and an amended and restated agency agreement (the "**Agency Agreement**", which expression shall be construed as a reference to that agreement as the same may be amended, supplemented, novated or restated from time to time) dated 23 June 2023 and made among the Issuer, The Bank of New York Mellon, London Branch (the "**Fiscal Agent**") and the other agents named in it and have the benefit of a deed of covenant (the "**Deed of Covenant**", which expression shall be construed as a reference to that deed of covenant as the same may be amended, supplemented, novated or restated from time to time) executed by the Issuer and dated 2 May 2018.

For value received the Issuer, subject to and in accordance with the Conditions, promises to pay to the bearer of this Global Note on each Instalment Date (if the Notes are repayable in instalments) and on the Maturity Date and/or on such earlier date(s) as all or any of the Notes represented by this Global Note may become due and repayable in accordance with the Conditions, the amount payable under the Conditions in respect of the Notes on each such date and to pay interest (if any) on the nominal amount of the Notes from time to time represented by this Global Note calculated and payable as provided in the Conditions, together with any other sums payable under the Conditions,

upon presentation and, at maturity, surrender of this Global Note to or to the order of the Fiscal Agent or any of the other paying agents located outside the United States (except as provided in the Conditions) from time to time appointed by the Issuer in respect of the Notes, but in each case subject to the requirements as to certification provided below.

If the applicable Final Terms indicates that the New Global Note form is applicable, the nominal amount of Notes represented by this Global Note shall be the aggregate amount from time to time entered in the records of both Euroclear Bank SA/NV and Clearstream Banking S.A. (together, the "**relevant Clearing Systems**"). The records of the relevant Clearing Systems (which expression in this Global Note means the records that each relevant Clearing System holds for its customers that reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the nominal amount of Notes represented by this Global Note and, for these purposes, a statement issued by a relevant Clearing System (which statement shall be made available to the bearer upon request) stating the nominal amount of Notes represented by this Global Note at any time shall be conclusive evidence of the records of the relevant Clearing System at that time.

If the applicable Final Terms indicates that the New Global Note form is not applicable, the nominal amount of the Notes represented by this Global Note shall be the amount stated in the applicable Final Terms or, if lower, the nominal amount most recently entered by or on behalf of the Issuer in the relevant column in Part II, III or IV of Schedule One or in Schedule Two.

On any redemption or payment of an instalment or interest being made in respect of, or purchase and cancellation of, any of the Notes represented by this Global Note, the Issuer shall procure that:

- (i) if the applicable Final Terms indicates that the New Global Note form is applicable, details of such redemption, payment or purchase and cancellation (as the case may be) shall be entered pro rata in the records of the relevant Clearing Systems and, upon any such entry being made, the nominal amount of the Notes recorded in the records of the relevant Clearing Systems and represented by this Global Note shall be reduced by the aggregate nominal amount of the Notes so redeemed or purchased and cancelled or by the aggregate amount of such instalment so paid; or
- (ii) if the applicable Final Terms indicates that the New Global Note form is not applicable, details of such redemption, payment or purchase and cancellation (as the case may be) shall be entered by or on behalf of the Issuer in Schedule One and the relevant space in Schedule One recording any such redemption, payment or purchase and cancellation (as the case may be) shall be signed by or on behalf of the Issuer. Upon any such redemption, payment of an instalment or purchase and cancellation, the nominal amount of the Notes represented by this Global Note shall be reduced by the nominal amount of the Notes so redeemed or purchased and cancelled or by the amount of such instalment so paid.

Payments due in respect of Notes for the time being represented by this Global Note shall be made to the bearer of this Global Note and each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries referred to above shall not affect such discharge.

Prior to the Exchange Date (as defined below), all payments (if any) on this Global Note will only be made to the bearer hereof to the extent that there is presented to the Fiscal Agent by a relevant Clearing System a certificate to the effect that it has received from or in respect of a person entitled to a particular nominal amount of the Notes (as shown by its records) a certificate of non-US beneficial ownership in the form required by it. The bearer of this Global Note will not be entitled to receive any payment of interest due on or after the Exchange Date unless upon due certification exchange of this Global Note is improperly withheld or refused.

On or after the date (the "**Exchange Date**") that is 40 days after the Issue Date, this Global Note may be exchanged in whole or in part (free of charge) for, as specified in the Final Terms, either (i) security printed Definitive Bearer Notes and (if applicable) Coupons, Receipts and Talons in the form set out in Parts IV, V, VI and VII respectively of Schedule 6 to the Agency Agreement (on the basis that all the appropriate details have been included on the face of such Definitive Bearer Notes and (if applicable) Coupons, Receipts and Talons and the Final Terms (or the relevant provisions of the Final Terms) have been endorsed on or attached to such Definitive Bearer Notes) or (ii) either, if the applicable Final Terms indicates that the New Global Note form is applicable, interests recorded in the records of the relevant Clearing Systems in a Permanent Bearer Global Note or, if the applicable Final Terms indicates that the New Global Note form is not applicable, a Permanent Bearer Global Note, which, in either case, is in or substantially in the form set out in Part II of Schedule 6 to the Agency Agreement (together with the Final Terms attached to it), in each case upon notice being given by Euroclear and/or Clearstream, Luxembourg acting on the instructions of any holder of an interest in this Global Note.

If Definitive Bearer Notes and (if applicable) Coupons, Receipts and/or Talons have already been issued in exchange for all the Notes represented for the time being by the Permanent Bearer Global Note, then this Global Note may only thereafter be exchanged for Definitive Bearer Notes and (if applicable) Coupons, Receipts and/or Talons in accordance with the terms of this Global Note.

This Global Note may be exchanged by the bearer hereof on any day (other than a Saturday or Sunday) on which banks are open for general business in London. The Issuer shall procure that the Definitive Bearer Notes or (as the case may be) the interests in the Permanent Bearer Global Note shall be (in the case of Definitive Bearer Notes) so issued and delivered and (in the case of the Permanent Bearer Global Note where the applicable Final Terms indicates that the New Global Note form is applicable) recorded in the records of the relevant Clearing System in exchange for only that portion of this Global Note in respect of which there shall have been presented to the Fiscal Agent by a relevant Clearing System a certificate to the effect that it has received from or in respect of a person entitled to a beneficial interest in a particular nominal amount of the Notes (as shown by its records) a certificate of non-US beneficial ownership from such person in the form required by it. The aggregate nominal amount of Definitive Notes issued upon an exchange of this Global Note will, subject to the terms hereof, be equal to the aggregate nominal amount of this Global Note submitted by the bearer for exchange. Any failure to make the entries referred to above shall not affect such discharge.

On an exchange of the whole of this Global Note, this Global Note shall be surrendered to or to the order of the Fiscal Agent. On an exchange of part only of this Global Note, the Issuer shall procure that:

- (i) if the applicable Final Terms indicates that the New Global Note form is applicable, details of such exchange shall be entered pro rata in the records of the relevant Clearing Systems; or
- (ii) if the applicable Final Terms indicates that the New Global Note form is not applicable, details of such exchange shall be entered by or on behalf of the Issuer in Schedule Two and the relevant space in Schedule Two recording such exchange shall be signed by or on behalf of the Issuer, whereupon the nominal amount of this Global Note and the Notes represented by this Global Note shall be reduced by the nominal amount so exchanged. On any exchange of this Global Note for a Permanent Bearer Global Note, details of such exchange shall also be entered by or on behalf of the Issuer in Schedule Two to the Permanent Bearer Global Note and the relevant space in Schedule Two to the Permanent Bearer Global Note recording such exchange shall be signed by or on behalf of the Issuer.

Until the exchange of the whole of this Global Note, the bearer of this Global Note shall in all respects (except as otherwise provided in this Global Note) be entitled to the same benefits as if he were the bearer of Definitive Bearer Notes and the relative Coupons, Receipts and/or Talons (if any) represented by this Global Note. Accordingly, except as ordered by a court of competent jurisdiction or as required by law or applicable regulation, the Issuer and any Paying Agent may deem and treat the holder of this Global Note as the absolute owner of this Global Note for all purposes. All payments of any amounts payable and paid to such holder shall, to the extent of the sums so paid, discharge the liability for the moneys payable on this Global Note and on the relevant Definitive Bearer Notes and/or Receipts and/or Coupons.

In the event that this Global Note (or any part of it) has become due and repayable in accordance with the Conditions or that the Maturity Date has occurred and, in either case, payment in full of the amount due has not been made to the bearer in accordance with the provisions set out above, then from 8.00 p.m. (London time) on such day each Noteholder will become entitled to proceed directly against the Issuer on, and subject to, the terms of the Deed of Covenant in respect of the Notes issued under the Programme Agreement pursuant to which this Global Note is issued and the bearer will have no further rights under this Global Note (but without prejudice to the rights that the bearer or any other person may have under the Deed of Covenant).

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Global Note, but this does not affect any right or remedy of any person that exists or is available apart from that Act.

If any provision in or obligation under this Global Note is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair (i) the validity, legality or enforceability under the law of that jurisdiction of any other provision in or obligation under this Global Note, and (ii) the validity, legality or enforceability under the law of any other jurisdiction of that or any other provision in or obligation under this Global Note.

This Global Note and any non-contractual obligations arising out of or in connection with this Global Note are governed by, and shall be construed in accordance with, English law.

This Global Note shall not be valid unless authenticated by the Fiscal Agent and, if the applicable Final Terms indicates that the New Global Note form is applicable, effectuated by the entity appointed as common safekeeper by the relevant Clearing Systems.

IN WITNESS whereof the Issuer has caused this Global Note to be duly executed on its behalf.



**TÜRKİYE VAKIFLAR BANKASI T.A.O.**

By:

By:

Authenticated without recourse, warranty or liability by

**THE BANK OF NEW YORK MELLON, LONDON BRANCH** as Fiscal Agent

By:

<sup>(1)</sup>Effectuated without recourse,  
warranty or liability by

.....  
as common safekeeper

By:

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(1) This should only be completed where the Final Terms indicates that this Global Note is intended to be a New Global Note in respect of which effectuation is to be applicable.

**Schedule One to the Temporary Bearer Global Note\***

**PART I  
INTEREST PAYMENTS**

<b>Date made</b>	<b>Total amount of interest payable</b>	<b>Amount of interest paid</b>	<b>Confirmation of payment on behalf of the Issuer</b>

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\* Schedule One should only be completed where the applicable Final Terms indicates that this Global Note is not intended to be a New Global Note.

**PART II**  
**PAYMENT OF INSTALMENT AMOUNTS**

<b>Date made</b>	<b>Total amount of Instalment Amounts payable</b>	<b>Amount of Instalment Amounts paid</b>	<b>Remaining nominal amount of this Global Note following payment*</b>	<b>Confirmation of payment on behalf of the Issuer</b>

\* See the most recent entry in Part II, III or IV of Schedule One or in Schedule Two in order to determine this amount.

**PART III  
REDEMPTIONS**

<b>Date made</b>	<b>Total amount of principal payable</b>	<b>Amount of principal paid</b>	<b>Remaining nominal amount of this Global Note following such redemption *</b>	<b>Confirmation of redemption on behalf of the Issuer</b>

\* See the most recent entry in Part II, III or IV of Schedule One or in Schedule Two in order to determine this amount.



**Schedule Two to the Temporary Bearer Global Note**

**EXCHANGES**

**FOR DEFINITIVE BEARER NOTES OR PERMANENT BEARER GLOBAL NOTE**

The following exchanges of a part of this Global Note for Definitive Bearer Notes or a Permanent Bearer Global Note have been made:

<b>Date made</b>	<b>Nominal amount of this Global Note exchanged for Definitive Bearer Notes or a Permanent Bearer Global Note</b>	<b>Remaining nominal amount of this Global Note following such exchange*</b>	<b>Notation made on behalf of the Issuer</b>

\* Schedule Two should only be completed where the applicable Final Terms indicates that this Global Note is not intended to be a New Global Note.

\* See the most recent entry in Part II, III or IV of Schedule One or in Schedule Two in order to determine this amount.

**Final Terms**

[Here to be set out the text of the relevant information supplementing, replacing or modifying the Conditions which appears in the Final Terms relating to the Notes]

**PART II**  
**FORM OF PERMANENT BEARER GLOBAL NOTE**

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<b>00</b>	<b>000000</b>	<b>[ISIN]</b>	<b>00</b>	<b>0000000</b>
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[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.]<sup>(1)</sup>

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OF THE UNITED STATES OF AMERICA OR ANY OTHER APPLICABLE U.S. FEDERAL OR STATE SECURITIES LAWS AND, ACCORDINGLY, THIS NOTE (AND BENEFICIAL INTERESTS HEREIN) MAY NOT BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF: (a) WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATIONS UNDER THE SECURITIES ACT) UNLESS THE TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND (b) EXCEPT IN COMPLIANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE UNITED STATES AND ALL OTHER JURISDICTIONS. THE HOLDER OF THIS NOTE (OR OF A BENEFICIAL INTEREST HEREIN) BY ITS ACCEPTANCE HEREOF (OR OF A BENEFICIAL INTEREST HEREIN) AGREES (OR SHALL BE DEEMED TO AGREE) ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT IS HOLDING THIS NOTE (OR A BENEFICIAL INTEREST HEREIN) THAT NO OFFER, SALE, ASSIGNMENT, TRANSFER, PLEDGE, ENCUMBRANCE OR OTHER DISPOSITION OF THIS NOTE (OR A BENEFICIAL INTEREST HEREIN) SHALL BE MADE TO A U.S. PERSON PRIOR TO THE EXPIRATION OF A 40 DAY PERIOD AFTER THE LATER OF THE COMMENCEMENT OF THE OFFERING TO PERSONS OTHER THAN DISTRIBUTORS AND THE ISSUE DATE OF THE TRANCHE OF WHICH THIS NOTE FORMS PART.

EACH PURCHASER AND TRANSFEREE (AND IF SUCH PURCHASER OR TRANSFEREE IS A PLAN, THEN ITS FIDUCIARY) OF THIS NOTE (OR A BENEFICIAL INTEREST HEREIN) WILL BE DEEMED TO REPRESENT AND WARRANT TO, AND AGREE WITH, THE ISSUER THAT EITHER: (a) IT IS NOT, AND FOR SO LONG AS IT HOLDS THIS NOTE (OR A BENEFICIAL INTEREST HEREIN) WILL NOT BE, ACQUIRING OR HOLDING THIS NOTE (OR A BENEFICIAL INTEREST HEREIN) WITH THE ASSETS OF: (i) AN "EMPLOYEE BENEFIT PLAN" AS DEFINED IN SECTION 3(3) OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), OF THE UNITED STATES OF AMERICA THAT IS SUBJECT TO THE PROVISIONS OF TITLE I OF ERISA, (ii) A "PLAN" AS DEFINED IN AND SUBJECT TO SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), OF THE UNITED STATES OF AMERICA, (iii) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" OF ANY OF THE FOREGOING OR (iv) A GOVERNMENTAL, CHURCH OR NON U.S. PLAN THAT IS SUBJECT TO ANY STATE, LOCAL, OTHER FEDERAL OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE ("**SIMILAR LAW**"),

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(1) This legend can be deleted if the Notes have an initial maturity of 365 days or less or "TEFRA C" or "TEFRA not applicable" is specified in the applicable Final Terms.



OR (b) THE ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR A BENEFICIAL INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR A VIOLATION OF SIMILAR LAW.

THIS NOTE AND RELATED DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, THE AGENCY AGREEMENT REFERRED TO HEREIN) MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WITHOUT THE CONSENT OF, BUT UPON NOTICE TO, THE HOLDER OF THIS NOTE (OR BENEFICIAL INTERESTS HEREIN) SENT TO ITS REGISTERED ADDRESS (OR, FOR HOLDERS OF BENEFICIAL INTERESTS, TO THE EXTENT FORWARDED TO THEM BY THE APPLICABLE CLEARING SYSTEM), TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR REALES AND OTHER TRANSFERS OF THIS NOTE (OR BENEFICIAL INTERESTS HEREIN) TO REFLECT ANY CHANGE IN APPLICABLE LAW (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO REALES OR OTHER TRANSFERS OF RESTRICTED SECURITIES GENERALLY. THE HOLDER OF THIS NOTE (OR OF A BENEFICIAL INTEREST HEREIN) SHALL BE DEEMED, BY ITS ACCEPTANCE OR PURCHASE HEREOF (OR OF A BENEFICIAL INTEREST HEREIN), TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE CONCLUSIVE AND BINDING UPON THE HOLDER HEREOF (AND HOLDERS OF A BENEFICIAL INTEREST HEREIN) AND ALL FUTURE HOLDERS OF THIS NOTE (AND HOLDERS OF A BENEFICIAL INTEREST HEREIN) AND ANY SECURITIES ISSUED IN EXCHANGE OR SUBSTITUTION HEREFOR, WHETHER OR NOT ANY NOTATION THEREOF IS MADE HEREON).

## **TÜRKİYE VAKIFLAR BANKASI T.A.O.**

### **PERMANENT BEARER GLOBAL NOTE**

This Global Note is a Permanent Bearer Global Note in respect of a duly authorised issue of Notes (the "**Notes**") of Türkiye Vakıflar Bankası T.A.O. (the "**Issuer**") described, and having the provisions specified, in the attached Final Terms (the "**Final Terms**"). References in this Global Note to the Conditions shall be to the Terms and Conditions of the Notes [endorsed on this Note/attached to this Note/set out in Schedule 2 to the Agency Agreement (as defined below), which shall be incorporated by reference in this Note and have effect as if set out in it] as modified, supplemented, replaced or completed, as the case may be, by the information set out in the Final Terms, but in the event of any conflict among the provisions of (i) the Conditions or (ii) this Global Note and the information set out in the Final Terms, the Final Terms will prevail.

Words and expressions defined or set out in the Conditions and/or the Final Terms shall have the same meaning when used in this Global Note.

This Global Note is issued subject to, and with the benefit of, the Conditions and an amended and restated agency agreement (the "**Agency Agreement**", which expression shall be construed as a reference to that agreement as the same may be amended, supplemented, novated or restated from time to time) dated 23 June 2023 and made among the Issuer, The Bank of New York Mellon, London Branch (the "**Fiscal Agent**") and the other agents named in it.

For value received the Issuer, subject to and in accordance with the Conditions, promises to pay to the bearer of this Global Note on each Instalment Date (if the Notes are repayable in instalments) and on the Maturity Date and/or on such earlier date(s) as all or any of the Notes represented by this Global Note may become due and repayable in accordance with the Conditions, the amount payable under the Conditions in respect of the Notes on each such date and to pay interest (if any) on the

nominal amount of the Notes from time to time represented by this Global Note calculated and payable as provided in the Conditions together with any other sums payable under the Conditions, upon presentation and, at maturity, surrender of this Global Note to or to the order of the Fiscal Agent or any of the other paying agents located outside the United States (except as provided in the Conditions) from time to time appointed by the Issuer in respect of the Notes.

If the applicable Final Terms indicates that the New Global Note form is applicable, the nominal amount of Notes represented by this Global Note shall be the aggregate amount from time to time entered in the records of both Euroclear Bank SA/NV and Clearstream Banking S.A. (together, the "**relevant Clearing Systems**"). The records of the relevant Clearing Systems (which expression in this Global Note means the records that each relevant Clearing System holds for its customers that reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the nominal amount of Notes represented by this Global Note and, for these purposes, a statement issued by a relevant Clearing System (which statement shall be made available to the bearer upon request) stating the nominal amount of Notes represented by this Global Note at any time shall be conclusive evidence of the records of the relevant Clearing System at that time.

If the applicable Final Terms indicates that the New Global Note form is not applicable, the nominal amount of the Notes represented by this Global Note shall be the amount stated in the applicable Final Terms or, if lower, the nominal amount most recently entered by or on behalf of the Issuer in the relevant column in Part II, III or IV of Schedule One or in Schedule Two.

On any redemption or payment of an instalment or interest being made in respect of, or purchase and cancellation of, any of the Notes represented by this Global Note the Issuer shall procure that:

- (i) if the applicable Final Terms indicates that the New Global Note form is applicable, details of such redemption, payment or purchase and cancellation (as the case may be) shall be entered pro rata in the records of the relevant Clearing Systems and, upon any such entry being made, the nominal amount of the Notes recorded in the records of the relevant Clearing Systems and represented by this Global Note shall be reduced by the aggregate nominal amount of the Notes so redeemed or purchased and cancelled or by the aggregate amount of such instalment so paid; or
- (ii) if the applicable Final Terms indicates that the New Global Note form is not applicable, details of such redemption, payment or purchase and cancellation (as the case may be) shall be entered by or on behalf of the Issuer in Schedule One and the relevant space in Schedule One recording any such redemption, payment or purchase and cancellation (as the case may be) shall be signed by or on behalf of the Issuer. Upon any such redemption, payment of an instalment or purchase and cancellation, the nominal amount of the Notes represented by this Global Note shall be reduced by the nominal amount of the Notes so redeemed or purchased and cancelled or by the amount of such instalment so paid.

Payments due in respect of Notes for the time being represented by this Global Note shall be made to the bearer of this Global Note and each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries referred to above shall not affect such discharge.

Where the Notes have initially been represented by one or more Temporary Bearer Global Notes, on any exchange of any such Temporary Bearer Global Note for this Global Note or any part of it, the Issuer shall procure that:

- (i) if the applicable Final Terms indicates that the New Global Note form is applicable, details of such exchange shall be entered in the records of the relevant Clearing Systems; or

- (ii) if the applicable Final Terms indicates that the New Global Note form is not applicable, details of such exchange shall be entered by or on behalf of the Issuer in Schedule Two and the relevant space in Schedule Two recording any such exchange shall be signed by or on behalf of the Issuer. Upon any such exchange, the nominal amount of the Notes represented by this Global Note shall be increased by the nominal amount of the Notes so exchanged.

In certain circumstances further notes may be issued that are intended on issue to be consolidated and form a single Series with the Notes. In such circumstances the Issuer shall procure that:

- (i) if the applicable Final Terms indicates that the New Global Note form is applicable, details of such further notes may be entered in the records of the relevant Clearing Systems such that the nominal amount of Notes represented by this Global Note may be increased by the amount of such further notes so issued; or
- (ii) if the applicable Final Terms indicates that the New Global Note form is not applicable, details of such further notes shall be entered by or on behalf of the Issuer in Schedule Two and the relevant space in Schedule Two recording such exchange shall be signed by or on behalf of the Issuer, whereupon the nominal amount of the Notes represented by this Global Note shall be increased by the nominal amount of any such Temporary Bearer Global Note so exchanged.

This Global Note may be exchanged in whole but not in part (free of charge) for Definitive Bearer Notes and (if applicable) Coupons, Receipts and/or Talons in the form set out in Parts IV, V, VI and VII respectively of Schedule 6 to the Agency Agreement (on the basis that all the appropriate details have been included on the face of such Definitive Bearer Notes and (if applicable) Coupons, Receipts and Talons and the Final Terms (or the relevant provisions of the Final Terms) have been endorsed on or attached to such Definitive Bearer Notes) only upon the occurrence of an Exchange Event.

An "**Exchange Event**" means:

- (1) an Event of Default has occurred and is continuing;
- (2) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of at least 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available; or
- (3) the Issuer has or will become subject to adverse tax consequences that would not be suffered were the Notes represented by this Global Note in definitive form and, accordingly the Issuer has elected to request the exchange of this Global Note.

In the event of the occurrence of an Exchange Event:

- (1) the Issuer will promptly give notice thereof to Noteholders of the Notes in accordance with Condition 15 (*Notices*), which notice shall specify the date for exchange; and
- (2) Euroclear and/or Clearstream, Luxembourg acting on the instructions of any holder of an interest in this Global Note may (in the case of the occurrence of an Exchange Event as described in (1) or (2) of the definition of Exchange Event above) give notice to the Fiscal Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (3) above, the Issuer may give notice to the Fiscal Agent requesting exchange. Any such exchange shall occur no later than 45 days after the date of receipt of the first relevant notice by the Fiscal Agent and will be made on any day (other than a Saturday or

Sunday) on which banks are open for general business in London by the bearer of this Global Note. On an exchange of this Global Note, this Global Note shall be surrendered to or to the order of the Fiscal Agent. The aggregate nominal amount of Definitive Bearer Notes issued upon an exchange of this Global Note will be equal to the aggregate nominal amount of this Global Note.

Until the exchange of this Global Note, the bearer of this Global Note shall in all respects (except as otherwise prescribed in the provisions of this Global Note) be entitled to the same benefits as if he were the bearer of Definitive Bearer Notes and the relative Coupons, Receipts and/or Talons (if any) represented by this Global Note. Accordingly, except as ordered by a court of competent jurisdiction or as required by law or applicable regulation, the Issuer and any Paying Agent may deem and treat the holder of this Global Note as the absolute owner of this Global Note for all purposes. All payments of any amounts payable and paid to such holder shall, to the extent of the sums so paid, discharge the liability for the moneys payable on this Global Note and on the relevant definitive Notes and/or Receipts and/or Coupons.

In the event that (i) this Global Note (or any part of it) has become due and repayable in accordance with the Conditions or that the Maturity Date has occurred and, in either case, payment in full of the amount due has not been made to the bearer in accordance with the provisions set out above, or (ii) following an Exchange Event, this Global Note is not duly exchanged for definitive Notes by the relevant day provided for above, then from 8.00 p.m. (London time) on such day each Noteholder will become entitled to proceed directly against the Issuer on, and subject to, the terms of the Deed of Covenant executed by the Issuer on 2 May 2018 (the "**Deed of Covenant**", which expression shall be construed as a reference to that deed as the same may be amended, supplemented, novated or restated from time to time) in respect of the Notes issued under the Programme Agreement pursuant to which this Global Note is issued and the bearer will have no further rights under this Global Note (but without prejudice to the rights that the bearer or any other person may have under the Deed of Covenant).

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Global Note, but this does not affect any right or remedy of any person that exists or is available apart from that Act.

If any provision in or obligation under this Global Note is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair (i) the validity, legality or enforceability under the law of that jurisdiction of any other provision in or obligation under this Global Note, and (ii) the validity, legality or enforceability under the law of any other jurisdiction of that or any other provision in or obligation under this Global Note.

This Global Note and any non-contractual obligations arising out of or in connection with this Global Note are governed by, and shall be construed in accordance with, English law.

This Global Note shall not be valid unless authenticated by the Fiscal Agent and, if the applicable Final Terms indicates that the New Global Note form is applicable, effectuated by the entity appointed as common safekeeper by the relevant Clearing Systems.

IN WITNESS whereof the Issuer has caused this Global Note to be duly executed on its behalf.

**TÜRKİYE VAKIFLAR BANKASI T.A.O.**

By:

By:

Authenticated without recourse, warranty or liability by

**THE BANK OF NEW YORK MELLON, LONDON BRANCH** as Fiscal Agent

By:

<sup>(2)</sup>Effectuated without recourse,

warranty or liability by

.....

as common safekeeper

By:

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(2) This should only be completed where the Final Terms indicates that this Global Note is intended to be a New Global Note in respect of which effectuation is to be applicable.

**Schedule One to the Permanent Bearer Global Note\***

**PART I  
INTEREST PAYMENTS**

<b>Date made</b>	<b>Total amount of interest payable</b>	<b>Amount of interest paid</b>	<b>Confirmation of payment on behalf of the Issuer</b>

\* Schedule One should only be completed where the applicable Final Terms indicates that this Global Note is not intended to be a New Global Note.



**PART III  
REDEMPTIONS**

<b>Date made</b>	<b>Total amount of principal payable</b>	<b>Amount of principal paid</b>	<b>Remaining nominal amount of this Global Note following such redemption*</b>	<b>Confirmation of redemption on behalf of the Issuer</b>

\* See the most recent entry in Part II, III or IV of Schedule One or in Schedule Two in order to determine this amount.





**Schedule Two to the Permanent Bearer Global Note\***

**SCHEDULE OF EXCHANGES**

**The following exchanges affecting the nominal amount of this Global Note have been made:**

<b>Date made</b>	<b>Nominal amount of Temporary Bearer Global Note exchanged for this Global Note</b>	<b>Remaining nominal amount of this Global Note following such exchange*</b>	<b>Notation made on behalf of the Issuer</b>

\* Schedule Two should only be completed where the applicable Final Terms indicates that this Global Note is not intended to be a New Global Note.

\* See the most recent entry in Part II, III or IV of Schedule One or in Schedule Two in order to determine this amount.

**Final Terms**

[Here to be set out the text of the relevant information supplementing, replacing or modifying the Conditions which appears in the Final Terms relating to the Notes]

**PART III**  
**FORMS OF REGISTERED GLOBAL NOTES**

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[THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OF THE UNITED STATES OF AMERICA OR ANY OTHER APPLICABLE U.S. FEDERAL OR STATE SECURITIES LAWS AND, ACCORDINGLY, THIS NOTE (AND BENEFICIAL INTERESTS HEREIN) MAY NOT BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF: (a) WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATIONS UNDER THE SECURITIES ACT) UNLESS THE TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND (b) EXCEPT IN COMPLIANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE UNITED STATES AND ALL OTHER JURISDICTIONS. THE HOLDER OF THIS NOTE (OR OF A BENEFICIAL INTEREST HEREIN) BY ITS ACCEPTANCE HEREOF (OR OF A BENEFICIAL INTEREST HEREIN) AGREES (OR SHALL BE DEEMED TO AGREE) ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT IS HOLDING THIS NOTE (OR A BENEFICIAL INTEREST HEREIN) THAT NO OFFER, SALE, ASSIGNMENT, TRANSFER, PLEDGE, ENCUMBRANCE OR OTHER DISPOSITION OF THIS NOTE (OR A BENEFICIAL INTEREST HEREIN) SHALL BE MADE TO A U.S. PERSON PRIOR TO THE EXPIRATION OF A 40 DAY PERIOD AFTER THE LATER OF THE COMMENCEMENT OF THE OFFERING TO PERSONS OTHER THAN DISTRIBUTORS AND THE ISSUE DATE OF THE TRANCHE OF WHICH THIS NOTE FORMS PART.]<sup>(1)</sup>

[THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OF THE UNITED STATES OF AMERICA OR ANY OTHER APPLICABLE U.S. FEDERAL OR STATE SECURITIES LAWS AND, ACCORDINGLY, THIS NOTE (AND BENEFICIAL INTERESTS HEREIN) MAY NOT BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATIONS UNDER THE SECURITIES ACT) EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION OF THIS NOTE (OR A BENEFICIAL INTEREST HEREIN), EACH HOLDER OF THIS NOTE (OR A BENEFICIAL INTEREST HEREIN): (a) REPRESENTS (OR SHALL BE DEEMED TO REPRESENT) THAT IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) PURCHASING THIS NOTE (OR A BENEFICIAL INTEREST HEREIN) FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYER(S), (b) AGREES (OR SHALL BE DEEMED TO AGREE) ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HOLDS THIS NOTE (OR A BENEFICIAL INTEREST HEREIN) THAT IT WILL NOT OFFER, SELL, ASSIGN, TRANSFER, PLEDGE, ENCUMBER OR OTHERWISE DISPOSE OF SUCH SECURITIES EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT AND, PRIOR TO THE DATE THAT IS ONE YEAR (OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THEREUNDER) AFTER THE LATER OF THE LAST

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(1) To be included on Regulation S Global Notes only.

ISSUE DATE FOR THE SERIES OF WHICH THIS NOTE IS A PART AND THE LAST DATE ON WHICH THE ISSUER OR AN AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) OF THE ISSUER WAS THE OWNER OF SUCH SECURITIES OTHER THAN: (i) TO THE ISSUER OR ANY AFFILIATE THEREOF, (ii) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, (iii) FOR SO LONG AS THIS NOTE IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT, TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (iv) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR 904 UNDER THE SECURITIES ACT OR (v) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND, IN EACH CASE, IN COMPLIANCE WITH THE SECURITIES LAWS OF THE UNITED STATES AND ALL OTHER JURISDICTIONS; *PROVIDED* THAT THE ISSUER SHALL HAVE THE RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (iv) OR (v) ABOVE TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATIONS AND/OR OTHER INFORMATION SATISFACTORY TO THE ISSUER, AND (c) AGREES (OR SHALL BE DEEMED TO AGREE) THAT IT WILL GIVE TO EACH PERSON TO WHOM ANY INTEREST IN THIS NOTE IS OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. NO REPRESENTATION IS MADE BY THE ISSUER AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 FOR REALES OF THIS NOTE (OR A BENEFICIAL INTEREST HEREIN).]<sup>(2)</sup>

[THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OF THE UNITED STATES OF AMERICA OR ANY OTHER APPLICABLE U.S. FEDERAL OR STATE SECURITIES LAWS AND, ACCORDINGLY, THIS NOTE (AND BENEFICIAL INTERESTS HEREIN) MAY NOT BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION OF THIS NOTE (OR A BENEFICIAL INTEREST HEREIN), EACH HOLDER OF THIS NOTE (OR A BENEFICIAL INTEREST HEREIN): (a) REPRESENTS (OR SHALL BE DEEMED TO REPRESENT) THAT IT IS AN "ACCREDITED INVESTOR" (AS DEFINED IN RULE 501(A)(1), (2), (3), OR (7) UNDER THE SECURITIES ACT) THAT IS AN INSTITUTION, (b) AGREES (OR SHALL BE DEEMED TO AGREE) ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HOLDS THIS NOTE (OR A BENEFICIAL INTEREST HEREIN) THAT IT WILL NOT OFFER, SELL, ASSIGN, TRANSFER, PLEDGE, ENCUMBER OR OTHERWISE DISPOSE OF SUCH SECURITIES EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT, THE TERMS OF THE IAI INVESTMENT LETTER IT EXECUTED IN CONNECTION WITH ITS PURCHASE OF THIS NOTE (OR BENEFICIAL INTERESTS HEREIN) AND, PRIOR TO THE DATE THAT IS ONE YEAR (OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THEREUNDER) AFTER THE LATER OF THE LAST ISSUE DATE FOR THE SERIES OF WHICH THIS NOTE IS A PART AND THE LAST DATE ON WHICH THE ISSUER OR AN AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) OF THE ISSUER WAS THE OWNER OF SUCH SECURITIES OTHER THAN: (i) TO THE ISSUER OR ANY AFFILIATE THEREOF, (ii) PURSUANT TO AN

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(2) To be included on a Rule 144A Global Notes only.

EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, (iii) FOR SO LONG AS THIS NOTE IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT, TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (iv) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR 904 UNDER THE SECURITIES ACT OR (v) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND, IN EACH CASE, IN COMPLIANCE WITH THE SECURITIES LAWS OF THE UNITED STATES AND ALL OTHER JURISDICTIONS; *PROVIDED* THAT THE ISSUER SHALL HAVE THE RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (iv) OR (v) ABOVE TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATIONS AND/OR OTHER INFORMATION SATISFACTORY TO THE ISSUER, AND (c) AGREES (OR SHALL BE DEEMED TO AGREE) THAT IT WILL GIVE TO EACH PERSON TO WHOM ANY INTEREST IN THIS NOTE IS OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. NO REPRESENTATION IS MADE BY THE ISSUER AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 FOR REALES OF THIS NOTE (OR A BENEFICIAL INTEREST HEREIN).]<sup>(3)</sup>

THIS NOTE AND RELATED DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, THE AGENCY AGREEMENT REFERRED TO HEREIN) MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WITHOUT THE CONSENT OF, BUT UPON NOTICE TO, THE HOLDER OF THIS NOTE (OR BENEFICIAL INTERESTS HEREIN) SENT TO ITS REGISTERED ADDRESS (OR, FOR HOLDERS OF BENEFICIAL INTERESTS, TO THE EXTENT FORWARDED TO THEM BY THE APPLICABLE CLEARING SYSTEM), TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR REALES AND OTHER TRANSFERS OF THIS NOTE (OR BENEFICIAL INTERESTS HEREIN) TO REFLECT ANY CHANGE IN APPLICABLE LAW (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO REALES OR OTHER TRANSFERS OF RESTRICTED SECURITIES GENERALLY. THE HOLDER OF THIS NOTE (OR OF A BENEFICIAL INTEREST HEREIN) SHALL BE DEEMED, BY ITS ACCEPTANCE OR PURCHASE HEREOF (OR OF A BENEFICIAL INTEREST HEREIN), TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE CONCLUSIVE AND BINDING UPON THE HOLDER HEREOF (AND HOLDERS OF A BENEFICIAL INTEREST HEREIN) AND ALL FUTURE HOLDERS OF THIS NOTE (AND HOLDERS OF A BENEFICIAL INTEREST HEREIN) AND ANY SECURITIES ISSUED IN EXCHANGE OR SUBSTITUTION HEREFOR, WHETHER OR NOT ANY NOTATION THEREOF IS MADE HEREON).

[UNLESS THIS GLOBAL NOTE IS PRESENTED BY AN AUTHORISED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION, ("DTC"), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY REGISTERED NOTE ISSUED IN EXCHANGE FOR THIS GLOBAL NOTE OR ANY PORTION HEREOF IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUIRED BY AN AUTHORISED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORISED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON

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(3) To be included on IAI Global Notes only.

OTHER THAN DTC OR A NOMINEE THEREOF IS WRONGFUL IN AS MUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THIS GLOBAL NOTE MAY NOT BE EXCHANGED, IN WHOLE OR IN PART, FOR A SECURITY REGISTERED IN THE NAME OF ANY PERSON OTHER THAN DTC OR A NOMINEE THEREOF EXCEPT IN THE LIMITED CIRCUMSTANCES SET FORTH IN THIS GLOBAL NOTE, AND MAY NOT BE TRANSFERRED, IN WHOLE OR IN PART, EXCEPT IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THIS LEGEND. BENEFICIAL INTERESTS IN THIS GLOBAL NOTE MAY NOT BE TRANSFERRED EXCEPT IN ACCORDANCE WITH THIS LEGEND.]<sup>(4)</sup>

EACH PURCHASER AND TRANSFEREE (AND IF SUCH PURCHASER OR TRANSFEREE IS A PLAN, THEN ITS FIDUCIARY) OF THIS NOTE (OR A BENEFICIAL INTEREST HEREIN) WILL BE DEEMED TO REPRESENT AND WARRANT TO, AND AGREE WITH, THE ISSUER THAT EITHER: (a) IT IS NOT, AND FOR SO LONG AS IT HOLDS THIS NOTE (OR A BENEFICIAL INTEREST HEREIN) WILL NOT BE, ACQUIRING OR HOLDING THIS NOTE (OR A BENEFICIAL INTEREST HEREIN) WITH THE ASSETS OF: (i) AN "EMPLOYEE BENEFIT PLAN" AS DEFINED IN SECTION 3(3) OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), OF THE UNITED STATES OF AMERICA THAT IS SUBJECT TO THE PROVISIONS OF TITLE I OF ERISA, (ii) A "PLAN" AS DEFINED IN AND SUBJECT TO SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), OF THE UNITED STATES OF AMERICA, (iii) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" OF ANY OF THE FOREGOING OR (iv) A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN THAT IS SUBJECT TO ANY STATE, LOCAL, OTHER FEDERAL OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE ("**SIMILAR LAW**"), OR (b) THE ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR A BENEFICIAL INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR A VIOLATION OF SIMILAR LAW.

**TÜRKİYE VAKIFLAR BANKASI T.A.O.**  
**[RULE 144A]<sup>(1)</sup> [REGULATION S]<sup>(2)</sup> [IAI]<sup>(3)</sup> GLOBAL NOTE**

Türkiye Vakıflar Bankası T.A.O. (the "**Issuer**") hereby certifies that [Cede & Co]<sup>(4)</sup> [●]<sup>(5)</sup> is, at the date hereof, entered in the Register as the holder of the aggregate nominal amount of [ ] of a duly authorised issue of Notes (the "**Notes**") described, and having the provisions specified, in the attached Final Terms (the "**Final Terms**"). References in this Global Note to the Conditions shall be to the Terms and Conditions of the Notes [endorsed on this Note/attached to this Note/set out in Schedule 2 to the Agency Agreement (as defined below), which shall be incorporated by reference in this Note and have effect as if set out in it] as modified, supplemented, replaced or completed, as the case may be, by the information set out in the Final Terms, but in the event of any conflict among the

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(4) To be included on a Global Note registered in the name of a nominee of DTC only.

(1) To be included on a Rule 144A Global Notes only.

(2) To be included on a Regulation S Global Notes only.

(3) To be included on an IAI Global Note only.

(4) To be included on a Global Note registered in the name of a nominee of DTC only, whether a Rule 144A Global Note, a Regulation S Global Note or an IAI Global Note.

(5) To be included on a Global Note registered in the name of a nominee of a common depository for Euroclear and Clearstream, Luxembourg only.

provisions of: (a) the Conditions or (b) this Global Note and the information set out in the Final Terms, the Final Terms will prevail.

Words and expressions defined or set out in the Conditions and/or the Final Terms shall have the same meaning when used in this Global Note.

This Global Note is issued subject to, and with the benefit of, the Conditions and an amended and restated agency agreement (the "**Agency Agreement**", which expression shall be construed as a reference to that agreement as the same may be amended, supplemented, novated or restated from time to time) dated 23 June 2023 and made among the Issuer, The Bank of New York Mellon SA/NV, Luxembourg Branch (the "**Registrar**") and the other Agents named in it.

Subject to and in accordance with the Conditions, the registered holder of this Global Note is entitled to receive on each Instalment Date (if the Notes represented hereby are repayable in instalments) and on the Maturity Date and/or on such earlier date(s) as all or any of the Notes represented by this Global Note may become due and repayable in accordance with the Conditions, the amount payable under the Conditions in respect of such Notes on each such date and interest (if any) on the nominal amount of such Notes from time to time represented by this Global Note calculated and payable as provided in the Conditions together with any other amounts payable under the Conditions, all in accordance with the Conditions.

On any redemption or payment of an instalment or interest being made in respect of, or purchase and cancellation of, any of the Notes represented by this Global Note details of such redemption, payment or purchase and cancellation (as the case may be) shall be entered by the Registrar in the Register. Upon any such redemption, payment of an instalment or purchase and cancellation, the nominal amount of the Notes held by the registered holder hereof shall be reduced by the nominal amount of the Notes so redeemed or purchased and cancelled or by the amount of such instalment so paid. The nominal amount of the Notes held by the registered holder hereof following any such redemption, payment of an instalment or purchase and cancellation or any transfer or exchange as referred to below shall be that amount most recently entered in the Register.

Notes represented by this Global Note are transferable only in accordance with, and subject to, the provisions of this Global Note (including the legend set out above) and of Condition 2 (*Transfers of Registered Notes*) and the rules and operating procedures of [Euroclear Bank SA/NV ("**Euroclear**"), Clearstream Banking S.A. ("**Clearstream, Luxembourg**") and] [The Depository Trust Company ("**DTC**")]. [Notes represented by this Global Note may also, subject to compliance with all applicable restrictions, be transferred to a person who wishes to receive an IAI Registered Note (as defined in the Agency Agreement) in definitive form. Prior to effecting any such transfer, the purchaser will be required to execute and deliver an IAI Investment Letter (in the form set out in Schedule 9 to the Agency Agreement) to the Registrar.]

This Global Note may be exchanged in whole but not in part (free of charge) for Definitive Registered Notes in the form set out in Part VIII of Schedule 6 to the Agency Agreement (on the basis that all the appropriate details have been included on the face of such Definitive Registered Notes and the Final Terms (or the relevant provisions of the Final Terms) have been endorsed on or attached to such Definitive Registered Notes) only upon the occurrence of an Exchange Event.

An "**Exchange Event**" means:

- (1) an Event of Default has occurred and is continuing;



- (2) if this Global Note is registered in the name of a nominee for DTC, either DTC has notified the Issuer that it is unwilling or unable to continue to act as depository for the Notes and no alternative clearing system is available or DTC has ceased to constitute a clearing agency registered under the U.S. Securities Exchange Act of 1934, as amended, and no alternative clearing system is available;
- (3) if this Global Note is registered in the name of a nominee for a common depository for Euroclear and Clearstream, Luxembourg, the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of at least 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available; or
- (4) the Issuer has or will become subject to adverse tax consequences that would not be suffered were the Notes represented by this Global Note in definitive form and, accordingly, the Issuer has elected to request the exchange of this Global Note.

The Issuer will promptly give notice to Noteholders of the Notes represented hereby in accordance with Condition 15 (*Notices*) upon the occurrence of an Exchange Event. In the event of the occurrence of any Exchange Event described in [(1), (2) and (3)] above, [DTC][Euroclear and/or Clearstream, Luxembourg, as the case may be], acting on the instructions of any holder of an interest in this Global Note may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in [(4)] above, the Issuer may give notice to the Registrar requesting exchange. Any exchange shall occur no later than 45 days after the date of receipt of the relevant notice by the Registrar.

Exchanges will be made upon presentation of this Global Note at the office of the Registrar at Vertigo Building – Polaris, 2-4 rue Eugene Ruppert, 2453 Luxembourg by the holder of it on any day (other than a Saturday or Sunday) on which banks are open for general business in Luxembourg. The aggregate nominal amount of Definitive Registered Notes issued upon an exchange of this Global Note will be equal to the aggregate nominal amount of this Global Note.

On an exchange in whole of this Global Note, this Global Note shall be surrendered to the Registrar.

On any exchange or transfer following which either: (a) Notes represented by this Global Note are no longer to be so represented or (b) Notes not so represented are to be so represented, details of the transfer shall be entered by the Registrar in the Register, following which the nominal amount of this Global Note and the Notes held by the registered holder of this Global Note shall be increased or reduced (as the case may be) by the nominal amount so transferred.

Until the exchange of the whole of this Global Note, the registered holder of this Global Note shall in all respects (except as otherwise provided in this Global Note and in the Conditions) be entitled to the same benefits as if he were the registered holder of Definitive Registered Notes represented by this Global Note.

In the event that this Global Note (or any part of it) has become due and repayable in accordance with the Conditions or that the Maturity Date has occurred and, in either case, payment in full of the amount due has not been made to the registered holder of this Global Note in accordance with the provisions set out above, then from 8.00 p.m. (London time) on the day on which such payment was to have been made holders of interests in this Global Note will become entitled to proceed directly against the Issuer on the basis of statements of account provided by [DTC] [Euroclear and Clearstream, Luxembourg, as the case may be,] on, and subject to the terms of, a Deed of Covenant

executed by the Issuer on 2 May 2018 (the "**Deed of Covenant**", which expression shall be construed as a reference to that deed of covenant as the same may be amended, supplemented, novated or restated from time to time) in respect of the Notes issued under the Programme Agreement pursuant to which this Global Note is issued and the registered holder of this Global Note will have no further rights under this Global Note (but without prejudice to the rights that the registered holder of this Global Note or any other person may have under the Deed of Covenant).

This Global Note is not a document of title. Entitlements are determined by entry in the Register and only the duly registered holder from time to time is entitled to payment in respect of this Global Note.

If this Global Note is registered in the name of a nominee for DTC, transfers of this Global Note shall be limited to transfers in whole, but not in part, to DTC or any other nominee of DTC.

The statements in the legend set out above are an integral part of the terms of this Global Note and, by acceptance of this Global Note, the registered holder of this Global Note agrees to be subject to and bound by the terms and provisions set out in the legend.

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Global Note, but this does not affect any right or remedy of any person that exists or is available apart from that Act.

If any provision in or obligation under this Global Note is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair (i) the validity, legality or enforceability under the law of that jurisdiction of any other provision in or obligation under this Global Note, and (ii) the validity, legality or enforceability under the law of any other jurisdiction of that or any other provision in or obligation under this Global Note.

This Global Note and any non-contractual obligations arising out of or in connection with this Global Note are governed by, and shall be construed in accordance with, English law.

This Global Note shall not be valid unless authenticated by the Registrar.

IN WITNESS whereof the Issuer has caused this Global Note to be duly executed on its behalf.

**TÜRKİYE VAKIFLAR BANKASI T.A.O.**

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Authenticated without recourse, warranty or liability by

**THE BANK OF NEW YORK MELLON SA/NV, LUXEMBOURG BRANCH**, as Registrar

By:

Effectuated without recourse, warranty or liability by

\_\_\_\_\_

as common safekeeper

By:

## **Final Terms**

[Here to be set out the text of the relevant information supplementing, replacing or modifying the Conditions which appears in the Final Terms relating to the Notes]

**PART IV**  
**FORM OF DEFINITIVE BEARER NOTE**

*[Face of Note]*

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[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.]<sup>(1)</sup>

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OF THE UNITED STATES OF AMERICA OR ANY OTHER APPLICABLE U.S. FEDERAL OR STATE SECURITIES LAWS AND, ACCORDINGLY, THIS NOTE MAY NOT BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF: (a) WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATIONS UNDER THE SECURITIES ACT) UNLESS THE TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND (b) EXCEPT IN COMPLIANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE UNITED STATES AND ALL OTHER JURISDICTIONS. THE HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF AGREES (OR SHALL BE DEEMED TO AGREE) ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT IS HOLDING THIS NOTE THAT NO OFFER, SALE, ASSIGNMENT, TRANSFER, PLEDGE, ENCUMBRANCE OR OTHER DISPOSITION OF THIS NOTE SHALL BE MADE TO A U.S. PERSON PRIOR TO THE EXPIRATION OF A 40 DAY PERIOD AFTER THE LATER OF THE COMMENCEMENT OF THE OFFERING TO PERSONS OTHER THAN DISTRIBUTORS AND THE ISSUE DATE OF THE TRANCHE OF WHICH THIS NOTE FORMS PART.

EACH PURCHASER AND TRANSFEREE (AND IF SUCH PURCHASER OR TRANSFEREE IS A PLAN, THEN ITS FIDUCIARY) OF THIS NOTE WILL BE DEEMED TO REPRESENT AND WARRANT TO, AND AGREE WITH, THE ISSUER THAT EITHER: (a) IT IS NOT, AND FOR SO LONG AS IT HOLDS THIS NOTE WILL NOT BE, ACQUIRING OR HOLDING THIS NOTE WITH THE ASSETS OF: (i) AN "EMPLOYEE BENEFIT PLAN" AS DEFINED IN SECTION 3(3) OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), OF THE UNITED STATES OF AMERICA THAT IS SUBJECT TO THE PROVISIONS OF TITLE I OF ERISA, (ii) A "PLAN" AS DEFINED IN AND SUBJECT TO SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED OF THE UNITED STATES OF AMERICA (THE "**CODE**"), (iii) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" OF ANY OF THE FOREGOING OR (iv) A GOVERNMENTAL, CHURCH OR NON U.S. PLAN THAT IS SUBJECT TO ANY STATE, LOCAL, OTHER FEDERAL OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE ("**SIMILAR LAW**"), OR (b) THE ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE WILL NOT CONSTITUTE OR

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(1) This legend can be deleted if the Notes have an initial maturity of 365 days or less or if "TEFRA C" or "TEFRA not applicable" is specified in the applicable Final Terms.

RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR A VIOLATION OF SIMILAR LAW.

THIS NOTE AND RELATED DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, THE AGENCY AGREEMENT REFERRED TO HEREIN) MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WITHOUT THE CONSENT OF, BUT UPON NOTICE TO, THE HOLDER OF THIS NOTE SENT TO ITS REGISTERED ADDRESS, TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR REALES AND OTHER TRANSFERS OF THIS NOTE TO REFLECT ANY CHANGE IN APPLICABLE LAW (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO REALES OR OTHER TRANSFERS OF RESTRICTED SECURITIES GENERALLY. THE HOLDER OF THIS NOTE SHALL BE DEEMED, BY ITS ACCEPTANCE OR PURCHASE HEREOF, TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE CONCLUSIVE AND BINDING UPON THE HOLDER HEREOF AND ALL FUTURE HOLDERS OF THIS NOTE AND ANY SECURITIES ISSUED IN EXCHANGE OR SUBSTITUTION HEREFOR, WHETHER OR NOT ANY NOTATION THEREOF IS MADE HEREON).

### **TÜRKİYE VAKIFLAR BANKASI T.A.O.**

*[Specified Currency and Nominal Amount of Tranche] Notes due [Year of Maturity]*

This Note is one of a duly authorised issue of Notes denominated in the Specified Currency (the "**Notes**") of Türkiye Vakıflar Bankası T.A.O. (the "**Issuer**"). References in this Note to the Conditions shall be to the Terms and Conditions [endorsed on this Note/attached to this Note/set out in Schedule 2 to the Agency Agreement (as defined below), which shall be incorporated by reference in this Note and have effect as if set out in it] as modified, supplemented, replaced or completed by the Final Terms (the "**Final Terms**") (or the relevant provisions of the Final Terms) endorsed on this Note but, in the event of any conflict among the provisions of the Conditions and the information in the Final Terms, the Final Terms will prevail.

This Note is issued subject to, and with the benefit of, the Conditions and an amended and restated agency agreement (the "**Agency Agreement**", which expression shall be construed as a reference to that agreement as the same may be amended, supplemented, novated or restated from time to time) dated 23 June 2023 and made among the Issuer, The Bank of New York Mellon, London Branch (the "**Fiscal Agent**") and the other agents named in it.

For value received, the Issuer, subject to and in accordance with the Conditions, promises to pay to the bearer of this Note [on each Instalment Date and] on the Maturity Date and/or on such earlier date(s) as this Note may become due and repayable in accordance with the Conditions, the amount payable under the Conditions in respect of this Note on each such date and to pay interest (if any) on this Note calculated and payable as provided in the Conditions together with any other sums payable under the Conditions.

This Note shall not be validly issued unless authenticated by the Fiscal Agent.

IN WITNESS whereof the Issuer has caused this Note to be duly executed on its behalf.

**TÜRKİYE VAKIFLAR BANKASI T.A.O.**

By:

By:

Authenticated without recourse, warranty or liability by

**THE BANK OF NEW YORK MELLON, LONDON BRANCH** as Fiscal Agent

By:

*[Reverse of Note]*

**Terms and Conditions**

**[Terms and Conditions to be as set out in  
Schedule 2 to the Agency Agreement]**

**Final Terms**

[Here may be set out text of Final Terms  
relating to the Notes]

**PART V  
FORM OF COUPON**

[*Face of Coupon*]

**TÜRKİYE VAKIFLAR BANKASI T.A.O.**

[*Specified Currency and Nominal Amount of Tranche*]  
Notes [Due [*Year of Maturity*]]

Part A

*For Fixed Rate Notes:*

This Coupon is payable to bearer, Coupon for [ ]  
separately negotiable and subject to the  
Terms and Conditions of the Notes to due on [ ]  
which it appertains.

Part B

*For Floating Rate Notes:*

Coupon for the amount due in accordance Coupon due in [ ]  
with the Terms and Conditions of the Notes  
to which it appertains on the Interest  
Payment Date falling in [ ].

This Coupon is payable to bearer,  
separately negotiable and subject to such  
Terms and Conditions, under which it may  
become void before its due date.

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO  
LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE  
LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE  
CODE.]<sup>(1)</sup>

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(1) This legend can be deleted if the Notes have an initial maturity of 365 days or less or if "TEFRA C" or "TEFRA not applicable" is specified in the applicable Final Terms.



**PART VI  
FORM OF RECEIPT**

*[Face of Receipt]*

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.]<sup>(1)</sup>

**TÜRKİYE VAKIFLAR BANKASI T.A.O.**

*[Specified Currency and Nominal Amount of Tranche] Notes Due [Year of Final Maturity]*

Series No. [   ]

Receipt for the sum of [   ] being the instalment of principal payable in accordance with the Terms and Conditions endorsed on the Note to which this Receipt appertains (the "**Conditions**") on [   ].

This Receipt is issued subject to and in accordance with the Conditions that shall be binding upon the holder of this Receipt (whether or not it is for the time being attached to the Note) and is payable at the specified office of any of the Paying Agents set out on the reverse of the Note to which this Receipt appertains (and/or any other or further Paying Agents and/or specified offices as may from time to time be duly appointed and notified to the Noteholders).

This Receipt must be presented for payment together with the Note to which it appertains. The Issuer shall have no obligation in respect of any Receipt presented without the Note to which it appertains or any unmatured Receipts.

**TÜRKİYE VAKIFLAR BANKASI T.A.O.**

**By:**

**By:**

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(1) This legend can be deleted if the Notes have an initial maturity of 365 days or less or if "TEFRA C" or "TEFRA not applicable" is specified in the applicable Final Terms.

**PART VII  
FORM OF TALON**

[*Face of Talon*]

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.]<sup>(1)</sup>

**TÜRKİYE VAKIFLAR BANKASI T.A.O.**

[*Specified Currency and Nominal Amount of Tranche*] Notes [Due [Year of Maturity]]

Series No. [   ]

On and after [   ] further Coupons [and a further Talon] appertaining to the Note to which this Talon appertains will be issued at the specified office of any of the Paying Agents set out on the reverse hereof (and/or any other or further Paying Agents and/or specified offices as may from time to time be duly appointed and notified to the Noteholders) upon production and surrender of this Talon.

This Talon may, in certain circumstances, become void under the Terms and Conditions endorsed on the Note to which this Talon appertains.

**TÜRKİYE VAKIFLAR BANKASI T.A.O.**

By:

By:

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(1) This legend can be deleted if the Notes have an initial maturity of 365 days or less or if "TEFRA C" or "TEFRA not applicable" is specified in the applicable Final Terms.

*[Reverse of Coupon, Receipt and Talon]*

**FISCAL AGENT**

THE BANK OF NEW YORK MELLON, LONDON BRANCH

**OTHER PAYING AGENTS**

[•]

and/or such other or further Fiscal Agent or other Paying Agents and/or specified offices as may from time to time be duly appointed by the Issuer and notice of which has been given to the Noteholders.

**PART VIII**  
**FORM OF DEFINITIVE REGISTERED NOTE**

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**TÜRKİYE VAKIFLAR BANKASI T.A.O.**

*[Specified Currency and Nominal Amount of Tranche] Notes [Due [Year of Maturity]]*

[THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OF THE UNITED STATES OF AMERICA OR ANY OTHER APPLICABLE U.S. FEDERAL OR STATE SECURITIES LAWS AND, ACCORDINGLY, THIS NOTE MAY NOT BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF: (a) WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATIONS UNDER THE SECURITIES ACT) UNLESS THE TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND (b) EXCEPT IN COMPLIANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE UNITED STATES AND ALL OTHER JURISDICTIONS. THE HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF AGREES (OR SHALL BE DEEMED TO AGREE) ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT IS HOLDING THIS NOTE THAT NO OFFER, SALE, ASSIGNMENT, TRANSFER, PLEDGE, ENCUMBRANCE OR OTHER DISPOSITION OF THIS NOTE SHALL BE MADE TO A U.S. PERSON PRIOR TO THE EXPIRATION OF A 40 DAY PERIOD AFTER THE LATER OF THE COMMENCEMENT OF THE OFFERING TO PERSONS OTHER THAN DISTRIBUTORS AND THE ISSUE DATE OF THE TRANCHE OF WHICH THIS NOTE FORMS PART.

EACH PURCHASER AND TRANSFEREE (AND IF SUCH PURCHASER OR TRANSFEREE IS A PLAN, THEN ITS FIDUCIARY) OF THIS NOTE WILL BE DEEMED TO REPRESENT AND WARRANT TO, AND AGREE WITH, THE ISSUER THAT EITHER: (a) IT IS NOT, AND FOR SO LONG AS IT HOLDS THIS NOTE WILL NOT BE, ACQUIRING OR HOLDING THIS NOTE WITH THE ASSETS OF: (i) AN "EMPLOYEE BENEFIT PLAN" AS DEFINED IN SECTION 3(3) OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), OF THE UNITED STATES OF AMERICA THAT IS SUBJECT TO THE PROVISIONS OF TITLE I OF ERISA, (ii) A "PLAN" AS DEFINED IN AND SUBJECT TO SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), OF THE UNITED STATES OF AMERICA, (iii) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" OF ANY OF THE FOREGOING OR (iv) A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN THAT IS SUBJECT TO ANY STATE, LOCAL, OTHER FEDERAL OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE ("**SIMILAR LAW**"), OR (b) THE ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR A VIOLATION OF SIMILAR LAW.]<sup>(1)</sup>

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<sup>(1)</sup> To be included on Reg S Notes only.

[THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OF THE UNITED STATES OF AMERICA OR ANY OTHER APPLICABLE U.S. FEDERAL OR STATE SECURITIES LAWS AND, ACCORDINGLY, THIS NOTE MAY NOT BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATIONS UNDER THE SECURITIES ACT) EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION OF THIS NOTE, EACH HOLDER OF THIS NOTE: (a) REPRESENTS (OR SHALL BE DEEMED TO REPRESENT) THAT IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) PURCHASING THIS NOTE FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYER(S), (b) AGREES (OR SHALL BE DEEMED TO AGREE) ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HOLDS THIS NOTE THAT IT WILL NOT OFFER, SELL, ASSIGN, TRANSFER, PLEDGE, ENCUMBER OR OTHERWISE DISPOSE OF SUCH SECURITIES EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT AND, PRIOR TO THE DATE THAT IS ONE YEAR (OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THEREUNDER) AFTER THE LATER OF THE LAST ISSUE DATE FOR THE SERIES OF WHICH THIS NOTE IS A PART AND THE LAST DATE ON WHICH THE ISSUER OR AN AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) OF THE ISSUER WAS THE OWNER OF SUCH SECURITIES OTHER THAN: (i) TO THE ISSUER OR ANY AFFILIATE THEREOF, (ii) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, (iii) FOR SO LONG AS THIS NOTE IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT, TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (iv) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR 904 UNDER THE SECURITIES ACT OR (v) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND, IN EACH CASE, IN COMPLIANCE WITH THE SECURITIES LAWS OF THE UNITED STATES AND ALL OTHER JURISDICTIONS; *PROVIDED* THAT THE ISSUER SHALL HAVE THE RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (iv) OR (v) ABOVE TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATIONS AND/OR OTHER INFORMATION SATISFACTORY TO THE ISSUER, AND (c) AGREES (OR SHALL BE DEEMED TO AGREE) THAT IT WILL GIVE TO EACH PERSON TO WHOM ANY INTEREST IN THIS NOTE IS OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. NO REPRESENTATION IS MADE BY THE ISSUER AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 FOR REALES OF THIS NOTE.

EACH PURCHASER AND TRANSFEREE (AND IF SUCH PURCHASER OR TRANSFEREE IS A PLAN, THEN ITS FIDUCIARY) OF THIS NOTE WILL BE DEEMED TO REPRESENT AND WARRANT TO, AND AGREE WITH, THE ISSUER THAT EITHER: (a) IT IS NOT, AND FOR SO LONG AS IT HOLDS THIS NOTE WILL NOT BE, ACQUIRING OR HOLDING THIS NOTE WITH THE ASSETS OF: (i) AN "EMPLOYEE BENEFIT PLAN" AS DEFINED IN SECTION 3(3) OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), OF THE UNITED STATES OF AMERICA THAT IS SUBJECT TO THE PROVISIONS OF TITLE I OF ERISA, (ii) A "PLAN" AS DEFINED IN AND SUBJECT TO

SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), OF THE UNITED STATES OF AMERICA, (iii) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" OF ANY OF THE FOREGOING OR (iv) A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN THAT IS SUBJECT TO ANY STATE, LOCAL, OTHER FEDERAL OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE ("**SIMILAR LAW**"), OR (b) THE ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR A VIOLATION OF SIMILAR LAW.]<sup>(2)</sup>

[THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OF THE UNITED STATES OF AMERICA OR ANY OTHER APPLICABLE U.S. FEDERAL OR STATE SECURITIES LAWS AND, ACCORDINGLY, THIS NOTE MAY NOT BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATIONS UNDER THE SECURITIES ACT) EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION OF THIS NOTE, EACH HOLDER OF THIS NOTE: (a) REPRESENTS (OR SHALL BE DEEMED TO REPRESENT) THAT IT IS AN "ACCREDITED INVESTOR" (AS DEFINED IN RULE 501(A)(1), (2), (3), OR (7) UNDER THE SECURITIES ACT) THAT IS AN INSTITUTION, (b) AGREES (OR SHALL BE DEEMED TO AGREE) ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HOLDS THIS NOTE THAT IT WILL NOT OFFER, SELL, ASSIGN, TRANSFER, PLEDGE, ENCUMBER OR OTHERWISE DISPOSE OF SUCH SECURITIES EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT, THE TERMS OF THE IAI INVESTMENT LETTER IT EXECUTED IN CONNECTION WITH ITS PURCHASE OF THIS NOTE AND, PRIOR TO THE DATE THAT IS ONE YEAR (OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THEREUNDER) AFTER THE LATER OF THE LAST ISSUE DATE FOR THE SERIES OF WHICH THIS NOTE IS A PART AND THE LAST DATE ON WHICH THE ISSUER OR AN AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) OF THE ISSUER WAS THE OWNER OF SUCH SECURITIES OTHER THAN: (i) TO THE ISSUER OR ANY AFFILIATE THEREOF, (ii) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, (iii) FOR SO LONG AS THIS NOTE IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT, TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (iv) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR 904 UNDER THE SECURITIES ACT OR (v) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND, IN EACH CASE, IN COMPLIANCE WITH THE SECURITIES LAWS OF THE UNITED STATES AND ALL OTHER JURISDICTIONS; *PROVIDED* THAT THE ISSUER SHALL HAVE THE RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (iv) OR (v) ABOVE TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATIONS AND/OR OTHER INFORMATION SATISFACTORY TO THE ISSUER, AND (c) AGREES (OR SHALL BE DEEMED TO AGREE) THAT IT WILL GIVE TO EACH PERSON TO WHOM ANY INTEREST IN THIS NOTE IS OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF A

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<sup>(2)</sup> To be included on Rule 144A Notes only.

NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. NO REPRESENTATION IS MADE BY THE ISSUER AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 FOR REALES OF THIS NOTE.

EACH PURCHASER AND TRANSFEREE (AND IF SUCH PURCHASER OR TRANSFEREE IS A PLAN, THEN ITS FIDUCIARY) OF THIS NOTE WILL BE DEEMED TO REPRESENT AND WARRANT TO, AND AGREE WITH, THE ISSUER THAT EITHER: (a) IT IS NOT, AND FOR SO LONG AS IT HOLDS THIS NOTE WILL NOT BE, ACQUIRING OR HOLDING THIS NOTE WITH THE ASSETS OF: (i) AN "EMPLOYEE BENEFIT PLAN" AS DEFINED IN SECTION 3(3) OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), OF THE UNITED STATES OF AMERICA THAT IS SUBJECT TO THE PROVISIONS OF TITLE I OF ERISA, (ii) A "PLAN" AS DEFINED IN AND SUBJECT TO SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), OF THE UNITED STATES OF AMERICA, (iii) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" OF ANY OF THE FOREGOING OR (iv) A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN THAT IS SUBJECT TO ANY STATE, LOCAL, OTHER FEDERAL OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE ("**SIMILAR LAW**"), OR (b) THE ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR A VIOLATION OF SIMILAR LAW.]<sup>(3)</sup>

THIS NOTE AND RELATED DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, THE AGENCY AGREEMENT REFERRED TO HEREIN) MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WITHOUT THE CONSENT OF, BUT UPON NOTICE TO, THE HOLDER OF THIS NOTE SENT TO ITS REGISTERED ADDRESS, TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR REALES AND OTHER TRANSFERS OF THIS NOTE TO REFLECT ANY CHANGE IN APPLICABLE LAW (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO REALES OR OTHER TRANSFERS OF RESTRICTED SECURITIES GENERALLY. THE HOLDER OF THIS NOTE SHALL BE DEEMED, BY ITS ACCEPTANCE OR PURCHASE HEREOF, TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE CONCLUSIVE AND BINDING UPON THE HOLDER HEREOF AND ALL FUTURE HOLDERS OF THIS NOTE AND ANY SECURITIES ISSUED IN EXCHANGE OR SUBSTITUTION HEREFOR, WHETHER OR NOT ANY NOTATION THEREOF IS MADE HEREON).

Türkiye Vakıflar Bankası T.A.O. (the "**Issuer**") hereby certifies that [ ] is/are, at the date of this Note, entered in the Register as the holder(s) of the aggregate nominal amount of [ ] of a duly authorised issue of Notes (the "**Notes**") described, and having the provisions specified, in the attached Final Terms (the "**Final Terms**"). References in this Note to the Conditions shall be to the Terms and Conditions [endorsed on this Note/attached to this Note/set out in Schedule 2 to the Agency Agreement (as defined below)] as modified, supplemented, replaced or completed by information set out in the Final Terms but, in the event of any conflict among the provisions of the Conditions and the information in the Final Terms, the Final Terms will prevail.

Words and expressions defined or set out in the Conditions and/or the Final Terms shall have the same meaning when used in this Note.

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<sup>(3)</sup> To be included on IAI Notes only.

This Note is issued subject to, and with the benefit of, the Conditions and an amended and restated agency agreement (the "**Agency Agreement**", which expression shall be construed as a reference to that agreement as the same may be amended, supplemented, novated or restated from time to time) dated 23 June 2023 and made among the Issuer, The Bank of New York Mellon SA/NV, Luxembourg Branch (the "**Registrar**") and the other parties named in it.

Subject to and in accordance with the Conditions, the registered holder(s) of this Note is/are entitled to receive on each Instalment Date (if this Note is repayable in instalments) and on the Maturity Date and/or on such earlier date(s) as this Note may become due and repayable in accordance with the Conditions, the amount payable under the Conditions in respect of this Note on each such due date and interest (if any) on this Note calculated and payable as provided in the Conditions together with any other sums payable under the Conditions, all in accordance with the Conditions.

This Note is not a document of title. Entitlements are determined by entry in the Register and only the duly registered holder from time to time is entitled to payment in respect of this Note.

[The statements in the legend set out above are an integral part of the terms of this Note and, by acceptance of this Note, the registered holder of this Note agrees to be subject to and bound by the terms and provisions set out in the legend.](<sup>4</sup>)

This Note shall not be valid unless authenticated by the Registrar.

IN WITNESS whereof the Issuer has caused this Note to be duly executed on its behalf.

**TÜRKİYE VAKIFLAR BANKASI T.A.O.**

By:

By:

Authenticated without recourse, warranty or liability by

**THE BANK OF NEW YORK MELLON SA/NV, LUXEMBOURG BRANCH**, as Registrar

By:

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<sup>(4)</sup> To be included on 144A Notes only.



**FORM OF TRANSFER**

FOR VALUE RECEIVED the undersigned hereby sell(s), assign(s) and transfer(s) to

.....  
.....  
.....

*(Please print or type name and address (including postal code) of transferee)*

[Specified Currency][ ] nominal amount of this Note and all rights hereunder, hereby irrevocably constituting and appointing The Bank of New York Mellon SA/NV, Luxembourg Branch as attorney to transfer such principal amount of this Note in the register maintained by Türkiye Vakıflar Bankası T.A.O. with full power of substitution.

Signature(s) .....

.....

Date: .....

**NOTE:**

1. This form of transfer must be accompanied by such documents, evidence and information as may be required pursuant to the Conditions (including, if required a duly completed certification in the form set out in Schedule 8 to the Agency Agreement) and must be executed under the hand of the transferor or, if the transferor is a corporation, either under its common seal or (a) in the case of a company incorporated in England and Wales under the hand of two of its officers duly authorised in writing or (b) in the case of a foreign company by way of signature of any person(s) who under laws of that company is/are acting under the authority of the company and, in the case of (a) and (b), the document so authorising such officers must be delivered with this form of transfer.

The signature(s) on this form of transfer must correspond with the name(s) as it/they appear(s) on the face of this Note in every particular, without alteration or enlargement or any change whatever.

## SCHEDULE 7 FORM OF DEED POLL

**THIS DEED POLL** (this "**Deed**") is made on 2 May 2018 by Türkiye Vakıflar Bankası T.A.O., a joint stock company incorporated under the laws of the Republic of Turkey with registered offices at Saray Mahallesi, Dr. Adnan Büyükdeniz Caddesi, N 7/A-B, Ümraniye, İstanbul, Turkey (the "**Issuer**"), in favour of the Holders (as defined below) and prospective purchasers.

### **WHEREAS:**

- (A) The Issuer has entered into an amended and restated Programme Agreement dated 2 May 2018 with the Dealers (the "**Dealers**") specified therein relating to the offering and sale of debt securities of the Issuer (the "**Notes**") on the terms and conditions set forth therein (such agreement, as amended, supplemented, novated or restated from time to time is referred to below as the "**Programme Agreement**").
- (B) The Issuer, in order to ensure compliance with Rule 144A ("**Rule 144A**") under the United States Securities Act of 1933, as amended (the "**Securities Act**"), in connection with resales of the Securities (or beneficial interests therein), hereby agrees to comply with the information delivery requirements of Rule 144A(d)(4) under the Securities Act so long as it is necessary to do so.

**NOW THIS DEED WITNESSETH** as follows and is made by way of deed poll:

### **1. DEFINITIONS AND INTERPRETATION**

Capitalised terms used but not defined in this Deed shall have the same meanings given to them in (including by reference in) the Programme Agreement.

### **2. FURNISHING OF INFORMATION**

The Issuer undertakes that so long as any of the Securities are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act ("**Restricted Securities**"), during any period when it is neither subject to and in compliance with the reporting requirements of Sections 13 or 15(d) of the United States Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), nor exempt from such reporting requirements pursuant to and in compliance with Rule 12g3-2(b) under the Exchange Act, it will provide to each holder or beneficial owner (each a "**Holder**") of Restricted Securities and to any prospective purchaser thereof (as designated by any Holder) for delivery to such Holder or prospective purchaser, in each case the information required to be provided pursuant to Rule 144A(d)(4) under the Securities Act to the extent requested by a Holder or prospective purchaser.

### **3. BENEFIT**

This Deed shall take effect as a deed poll for the benefit of the Holders and the prospective purchasers of the Restricted Securities from time to time and for the benefit of the Dealers of the Restricted Securities. This Deed shall be deposited with and held by the Registrar until all the obligations of the Issuer under this Deed have been discharged in full.

The Issuer acknowledges the right of every Holder, prospective purchaser of the Restricted Securities and Dealer of the Restricted Securities to the production of, and the right of every such Holder, prospective purchaser and Dealer to obtain (upon payment of a reasonable charge) a copy of, this Deed, and further acknowledges and covenants that the obligations binding upon it contained in this Deed are owed to, and shall be for the account of, each and every Holder, prospective purchaser and Dealer, and that each Holder, prospective purchaser of the Restricted Securities and Dealer of the Restricted Securities shall be entitled severally to enforce those obligations against the Issuer.

#### **4. STAMP DUTIES**

The Issuer will pay any stamp and other duties and taxes, including interest and penalties, payable on or in connection with the execution of this Deed and any action taken by any Holder, prospective purchaser of the Restricted Securities or Dealer of the Restricted Securities to enforce the provisions of this Deed.

#### **5. WARRANTIES**

The Issuer represents, warrants and covenants with each Holder, prospective purchaser of the Restricted Securities and Dealer of the Restricted Securities that it has all corporate power, and has taken all necessary corporate or other steps, to enable it to execute, deliver and perform this Deed, and that this Deed constitutes legal, valid and binding obligations of the Issuer enforceable in accordance with its terms subject to the laws of bankruptcy and other laws affecting the rights of creditors generally.

#### **6. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Other than any Holder, prospective purchaser of the Restricted Securities and Dealer of the Restricted Securities, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed, but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

#### **7. GOVERNING LAW AND JURISDICTION**

7.1 This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by, and shall be construed in accordance with, English law.

7.2 Subject to sub-clause 7.3, the Issuer agrees for the benefit of any Holder, prospective purchaser of the Restricted Securities and Dealer of the Restricted Securities that the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgement or order originally of the High Court of Justice of England and Wales) are to have exclusive jurisdiction to settle any dispute, claim, difference or controversy arising out of, relating to or having any connection with this Deed, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and Proceedings (as defined below) relating to any non-contractual obligations arising out of or in connection with this Deed and accordingly submits to the exclusive jurisdiction of the High Court of Justice of England and Wales in London (and any

competent United Kingdom appellate court in respect of any appeal relating to any judgement or order originally of the High Court of Justice of England and Wales).

- 7.3 Notwithstanding Clause 7.2, any Holder, prospective purchaser of the Restricted Securities and Dealer of the Restricted Securities may take any suit, action or proceedings (including any proceedings relating to any non-contractual obligations arising out of or in connection with this Deed) (together referred to as "**Proceedings**") against the Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.
- 7.4 In connection with this Deed, service of process may be made upon the Issuer at Law Debenture Corporate Services Limited (with a current address at Fifth Floor, 100 Wood Street, London EC2V 7EX, England) in respect of any Proceedings in England and the Issuer undertakes that in the event that such process agent ceases so to act it will appoint another person as its agent for that purpose.
- 7.5 The Issuer agrees, without prejudice to the enforcement of a judgment obtained in the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgement or order originally of the High Court of Justice of England and Wales) according to the provisions of Article 54 of the International Private and Procedural Law of Turkey (Law No. 5718), that in the event that any action is brought in relation to the Issuer in a court in Turkey in connection with this Deed, in addition to other permissible legal evidence pursuant to the Civil Procedure Code of Turkey (Law No. 6100), any judgment obtained in the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgement or order originally of the High Court of Justice of England and Wales) in connection with such action shall constitute conclusive evidence of the existence and amount of the claim against the Issuer, pursuant to the provisions of the first sentence of Articles 193 of the Civil Procedure Code of Turkey (Law No. 6100) and Articles 58 and 59 of the International Private and Procedural Law of Turkey (Law No. 5718).
- 7.6 The Issuer irrevocably and unconditionally with respect to any Proceedings (i) waives any right to claim sovereign or other immunity from jurisdiction, recognition or execution and any similar argument in any jurisdiction, (ii) submits to the jurisdiction of the High Court of Justice of England and Wales in London (and any competent United Kingdom appellate court in respect of any appeal relating to any judgement or order originally of the High Court of Justice of England and Wales) and the courts of any other jurisdiction in relation to the recognition of any judgement or order of the courts of any competent jurisdiction in relation to any Proceedings and (iii) consents to the giving of any relief (whether by way of injunction, attachment, specific performance or other relief) or the issue of any process, in any jurisdiction, after final judgment, including without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment in connection with any Proceedings. Without limiting the generality of the foregoing, the Issuer agrees that the foregoing waiver of immunity shall have the fullest scope permitted under the U.S. Foreign Sovereign Immunities Act of 1976 and is intended to be irrevocable for purposes of such Act.
8. If any provision in or obligation under this Deed is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, that will not affect or

impair (i) the validity, legality or enforceability under the law of that jurisdiction of any other provision in or obligation under this Deed, and (ii) the validity, legality or enforceability under the law of any other jurisdiction of that or any other provision in or obligation under this Deed.

**IN WITNESS** whereof this Deed has been entered into as a deed poll by the Issuer on the date that appears first on page 1.

## **SIGNATORIES**

**EXECUTED** as a **DEED** by

**TÜRKİYE VAKIFLAR BANKASI T.A.O.**

By:

Name:

Title:

By:

Name:

Title:

**SCHEDULE 8**  
**FORM OF TRANSFER CERTIFICATE**

*[This certificate is not required for transfers of interests in a Registered Global Note to persons who wish to hold the transferred interest in the same Registered Global Note]*

[DATE]

To: The Bank of New York Mellon, London Branch as Fiscal Agent  
The Bank of New York Mellon SA/NV, Luxembourg Branch, as Registrar

Türkiye Vakıflar Bankası T.A.O.

**TÜRKİYE VAKIFLAR BANKASI T.A.O. (the "Issuer")**  
**[Title of Series of Notes] (the "Notes")**  
**issued pursuant to a Global Medium Term Note Programme (the "Programme")**

Reference is made to the terms and conditions of the Notes (the "**Conditions**") [endorsed on this Note/attached to this Note/set out in Schedule 2 to the amended and restated agency agreement (the "**Agency Agreement**", which expression shall be construed as a reference to that agreement as the same may be supplemented, amended, novated or restated from time to time) dated 23 June 2023, between the Issuer and the other parties named in it relating to the Programme. Terms defined in the Conditions or the Agency Agreement shall have the same meanings when used in this Certificate unless otherwise stated.

This certificate relates to [*insert Specified Currency and nominal amount of Notes*] of Notes that are held in the form of [one or more IAI Registered Notes bearing a restrictive legend (CUSIP No. [*specify*], serial numbers [*specify*])], [beneficial interests in one or more Regulation S Notes (ISIN No. [*specify*]) represented by a Regulation S Global Note]<sup>1</sup> [beneficial interests in one or more Notes (ISIN No. [*specify*]) represented by [a Rule 144A Global Note][an IAI Global Note]] in the name of [*transferor*] (the "**Transferor**"). The Transferor has requested an exchange or transfer of such beneficial interest for an interest in [Definitive Notes]<sup>2</sup> [Regulation S Notes represented by a Regulation S Global Note]<sup>3</sup> [Rule 144A Notes represented by a Rule 144A Global Note][Notes represented by an IAI Global Note]<sup>4</sup>.

In connection therewith, the Transferor certifies that such exchange or transfer has been effected in accordance with the transfer restrictions set forth in the Notes and in accordance with any applicable securities laws of the United States of America, any State of the United States of America or any other jurisdiction and any applicable rules and regulations of [DTC,] [Euroclear and Clearstream, Luxembourg] from time to time and, accordingly, the Transferor certifies as follows (terms used in this paragraph that are defined in Rule 144A or in Regulation S are used herein as defined therein):

**EITHER:**

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<sup>1</sup> Delete as appropriate.

<sup>2</sup> Delete as appropriate.

<sup>3</sup> Delete as appropriate.

<sup>4</sup> Delete as appropriate.

- [(1) the offer of the Notes was not made to a person in the United States or to a U.S. person;
- (2) either: (a) the transaction was executed in, on or through the facilities of a designated offshore securities market and neither the Transferor nor any person acting on the Transferor's behalf knows that the transaction was pre-arranged with a transferee in the United States or (b) the transferee is outside the United States, or the Transferor and any person acting on its behalf reasonably believes that the transferee is outside the United States;
- (3) no directed selling efforts have been made in contravention of the requirement of Rule 903(b) or 904(b) of Regulation S, as applicable; and
- (4) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act.]<sup>5</sup>

*OR:*

[Such Notes are being transferred in accordance with Rule 144A to a transferee that the Transferor reasonably believes is a qualified institutional buyer within the meaning of Rule 144A under the Securities Act purchasing for its own account or for the account a qualified institutional buyer in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction.]<sup>6</sup>

*OR:*

[The transferee of such IAI Registered Note is an institutional "accredited investor" within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act that has delivered an IAI Investment Letter.]<sup>7</sup>

*OR:*

[The Notes are being transferred in a transaction permitted by Rule 144 under the Securities Act.]<sup>8</sup>

The Transferor understands that this certificate is required in connection with certain securities or other legislation in the United States and/or in connection with the Notes being eligible for clearance in one or more clearance systems. If administrative or legal proceedings are commenced or threatened in connection with which this certificate is or might be relevant, the Transferor irrevocably authorises each entity to which this certificate is addressed to produce this certificate or a copy hereof to any interested party in such proceedings.

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<sup>5</sup> Include as applicable. Relevant only if the proposed transfer or exchange is being made to a person holding in the form of or for a beneficial interest in one or more Regulation S Global Notes.

<sup>6</sup> Include as applicable. Relevant only if the proposed transfer or exchange is being made to a person holding in the form of or for a beneficial interest in one or more Rule 144A Global Notes.

<sup>7</sup> Include as applicable. Relevant only if the proposed transfer or exchange is being made to a person holding in the form of one or more IAI Registered Notes.

<sup>8</sup> Include as applicable.



This certificate and the statements contained herein are made for the benefit of the addressees hereof and for the benefit of the Dealers of the Notes.

[Insert name of Transferor]

By:

Name:

Title:

Dated:

**SCHEDULE 9**  
**FORM OF IAI INVESTMENT LETTER**

[DATE]

To: Türkiye Vakıflar Bankası T.A.O.

The Bank of New York Mellon SA/NV, Luxembourg Branch

Dear Sirs,

In connection with our proposed purchase of [*insert Specified Currency and nominal amount of Notes*] aggregate nominal amount of [*Title*] Notes due [*year*] (the "**Notes**") of Türkiye Vakıflar Bankası T.A.O. (the "**Issuer**") under its Global Medium Term Note Programme, we confirm that:

1. We have received a copy of the Base Prospectus dated [*date*] [as supplemented by the supplements thereto dated [*dates*]] (the "**Base Prospectus**") relating to the Notes and such other information as we deem necessary in order to make our investment decision.
2. We understand that the Notes have not been and will not be registered under the Securities Act of 1933, as amended, of the United States of America (the "**Securities Act**") and that any subsequent transfer of the Notes (or beneficial interests therein) is subject to certain restrictions and conditions set forth in the Base Prospectus and the Notes and the undersigned agrees to be bound by, and not to resell, pledge or otherwise transfer the Notes (or beneficial interests therein) except in compliance with, such restrictions and conditions and the Securities Act.
3. We understand that the offer and sale of the Notes have not been registered under the Securities Act, and that the Notes may not be offered or sold except as permitted in the following sentence. We agree, on our own behalf and on behalf of any accounts for which we are acting as hereinafter stated, not to offer, sell or otherwise transfer such Notes (or beneficial interests therein) except: (a) to the Issuer or any affiliate thereof, (b) to a person whom we reasonably believe is a qualified institutional buyer within the meaning of Rule 144A under the Securities Act purchasing for its own account or for the account of a qualified institutional buyer in a transaction that meets the requirements of Rule 144A, (c) to an Institutional Accredited Investor (as defined in the Base Prospectus) that, prior to such transfer, furnishes to the Issuer a signed letter, substantially identical to this letter, containing certain representations and agreements relating to the transfer of the Notes (or beneficial interests therein), (d) in offshore transactions to persons other than "U.S. persons" in compliance with Rule 903 or Rule 904 under the Securities Act, (e) pursuant to an effective registration statement under the Securities Act or (f) pursuant to any other available exemption from the registration requirements of the Securities Act, in each case, in accordance with any applicable securities laws of any State of the United States or any other jurisdiction. We understand that, on any proposed resale of any Notes (or beneficial interests therein), we and each subsequent holder will be required to deliver to the transferee of the Notes or any interest or participation therein a notice substantially to the foregoing effect.

4. We understand that, on any proposed resale of any Notes (or beneficial interests therein), we will be required to furnish to the Issuer such certifications, legal opinions, and other information (including a letter substantially similar to this one from any purchaser who is an Institutional Accredited Investor purchasing in a transaction under Rule 144A) as it may reasonably require to confirm that the proposed sale complies with the foregoing restrictions. We further understand that the Notes purchased by us will bear a legend to substantially the foregoing effect.
5. In the normal course of business, we invest in or purchase securities similar to the Notes. We are an "accredited investor" within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act and have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of our investment in the Notes, and we and any accounts for which we are acting are each able to bear the economic risk of our or its investment.
6. We understand that the Notes have not been and will not be registered under the Securities Act, and we are purchasing the Notes (or beneficial interests therein) from the Issuer for our own account solely for investment purposes and not with a view to any reoffer, resale, pledge, distribution or other disposition thereof; it being understood that, by making the representations herein, we do not agree to hold any of the Notes (or beneficial interests therein) for any minimum or other specific term and reserve the right to dispose of the Notes (or beneficial interests therein) at any time in accordance with the provisions of the Base Prospectus.
7. Prior to the sale and delivery of the Notes (or beneficial interests therein) in the manner contemplated hereby, we were afforded the opportunity to ask questions of the Issuer concerning: (i) the terms and conditions of the Notes and (ii) the operations, financial condition and future prospects of the Issuer; it being understood that neither such inquiries nor any other due diligence investigations conducted by us, our advisors or representatives shall modify, amend or affect our right to rely upon the representations and warranties of the Issuer contained herein.
8. We have not distributed any materials relating to the Notes to anyone other than to any counsel or other advisor to us and as required for our internal approvals, and no one other than such persons have used our copies of such documents (for the avoidance of doubt, nothing contained herein shall restrict us from utilizing any such materials in connection with the Notes).
9. Neither we, our "affiliates" (as such term is defined in Rule 501(b) of Regulation D) or any person acting on our or their behalf has engaged or will engage in any directed selling efforts (as defined in Regulation S) with respect to the Notes.
10. We will not offer or sell the Notes by means of any form of general solicitation or general advertising in the United States within the meaning of Rule 502(c) under Regulation D, including (without limitation): (i) any advertisement, article, notice or other communication published in any newspaper, magazine or similar medium or broadcast over television, radio or the internet or (ii) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising in the United States.

You are entitled to rely upon this letter and are irrevocably authorised to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby.

This letter shall be governed by, and construed in accordance with, the laws of the State of New York.

Yours faithfully,

Name: [            ]

Title: [           ]

**SCHEDULE 10**  
**REGISTER AND TRANSFER OF REGISTERED NOTES**

1. The Registrar shall at all times maintain in a place agreed by the Issuer the Register showing the amount of the Registered Notes from time to time outstanding and the dates of issue and all subsequent transfers and changes of ownership of the Registered Notes and the names and addresses of the holders of the Registered Notes. The holders of the Registered Notes or any of them and any person authorised by any of them may at all reasonable times during office hours inspect the Register and take copies of or extracts from it. The Register may be closed by the Issuer for such periods and at such times (not exceeding in total 30 days in any one year) as it may think fit.
2. Each Registered Note shall have an identifying serial number that shall be entered on the Register.
3. The Registered Notes are transferable by execution of the form of transfer endorsed on them under the hand of the transferor or, where the transferor is a corporation, under its common seal or under the hand of two of its officers duly authorised in writing.
4. The Registered Notes to be transferred must be delivered for registration to the specified office of the Registrar with the form of transfer endorsed on them duly completed and executed and must be accompanied by such documents, evidence and information (including, but not limited to, a Transfer Certificate) as may be required pursuant to the Conditions and such other evidence as the Issuer may reasonably require to prove the title of the transferor or his right to transfer the Registered Notes and, if the form of transfer is executed by some other person on his behalf or in the case of the execution of a form of transfer on behalf of a corporation by its officers, the authority of that person or those persons to do so.
5. The executors or administrators of a deceased holder of Registered Notes (not being one of several joint holders) and in the case of the death of one or more of several joint holders the survivor or survivors of such joint holders shall be the only person or persons recognised by the Issuer as having any title to such Registered Notes.
6. Any person becoming entitled to Registered Notes in consequence of the death or bankruptcy of the holder of such Registered Notes may upon producing such evidence that he holds the position in respect of which he proposes to act under this paragraph or of his title as the Issuer shall require be registered himself as the holder of such Registered Notes or, subject to the preceding paragraphs as to transfer, may transfer such Registered Notes. The Issuer shall be at liberty to retain any amount payable upon the Registered Notes to which any person is so entitled until such person shall be registered or shall duly transfer the Registered Notes.
7. Unless otherwise requested by him, the holder of Registered Notes of any Series shall be entitled to receive only one Registered Note in respect of his entire holding of the Series.
8. The joint holders of Registered Notes of any Series shall be entitled to one Registered Note only in respect of their joint holding of the Series that shall, except where they otherwise direct, be delivered to the joint holder whose name appears first in the Register in respect of such joint holding.

9. Where a holder of Registered Notes has transferred part only of his holding of Notes represented by a single Registered Note there shall be delivered to him without charge a Registered Note in respect of the balance of his holding.
10. The Issuer shall make no charge to the Noteholders for the registration of any holding of Registered Notes or any transfer of it or for the issue or delivery of Registered Notes in respect of the holding at the specified office of the Registrar or by uninsured mail to the address specified by the holder. If any holder entitled to receive a Registered Note wishes to have the same delivered to him otherwise than at the specified office of the Registrar, such delivery shall be made, upon his written request to the Registrar, at his risk and (except where sent by uninsured mail to the address specified by the holder) at his expense.
11. The holder of a Registered Note may (to the fullest extent permitted by applicable laws) be treated at all times, by all persons and for all purposes as the absolute owner of the Registered Note notwithstanding any notice any person may have of the right, title, interest or claim of any other person to the Registered Note. The Issuer shall not be bound to see to the execution of any trust to which any Registered Note may be subject and no notice of any trust shall be entered on the Register. The holder of a Registered Note will be recognised by the Issuer as entitled to his Registered Note free from any equity, set-off or counterclaim on the part of the Issuer against the original or any intermediate holder of such Registered Note.
12. A Registered Note may not be exchanged for a Bearer Note or vice versa.
13. Restricted Notes shall bear the legend set out in Part VIII of Schedule 6 (the "**Legend**"), such Notes being referred to herein as "**U.S. Note**". Upon the transfer, exchange or replacement of U.S. Notes, or upon specific request for removal of the Legend, the Registrar shall deliver only U.S. Notes or refuse to remove such Legend, as the case may be, unless there is delivered to the Issuer such satisfactory evidence as may reasonably be required by the Issuer, which may include an opinion of U.S. counsel, that neither the Legend nor the restrictions on transfer set forth in it are required to ensure compliance with the provisions of the Securities Act.

**SCHEDULE 11**  
**ADDITIONAL DUTIES OF THE FISCAL AGENT AND THE REGISTRAR**

In relation to each Series of Notes that are NGNs and each Series of Notes that are held under the NSS, the Principal Paying Agent and the Registrar, as applicable, will comply with the following provisions:

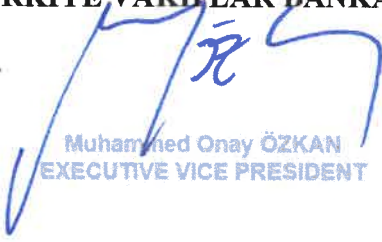
1. The Fiscal Agent or the Registrar, as the case may be, will inform each of Euroclear and Clearstream, Luxembourg (the "**ICSDs**"), through the common service provider appointed by the ICSDs to service the Notes (the "**CSP**"), of the initial issue outstanding amount ("**IOA**") for each Tranche on or prior to the relevant Issue Date.
2. If any event occurs that requires a mark up or mark down of the records that an ICSD holds for its customers to reflect such customers' interest in the Notes, the Fiscal Agent and the Registrar will (to the extent known to it) promptly provide details of the amount of such mark up or mark down, together with a description of the event that requires it, to the ICSDs (through the CSP) to ensure that the IOA of the Notes (in the case of NGNs) or the records of the ICSDs reflecting the IOA (in the case of Notes held under the NSS) remains at all times accurate.
3. The Fiscal Agent and the Registrar, as applicable, will at least once every month regularly reconcile its record of the IOA of the Notes with information received from the ICSDs (through the CSP) with respect to the IOA maintained by the ICSDs for the Notes and will promptly inform the ICSDs (through the CSP) of any discrepancies.
4. The Fiscal Agent and the Registrar, as applicable, will promptly assist the ICSDs (through the CSP) in resolving any discrepancy identified in the IOA of the Notes (in the case of NGNs) or in the records of the ICSDs reflecting the IOA (in the case of the Notes held under the NSS).
5. The Fiscal Agent and the Registrar, as applicable, will promptly provide to the ICSDs (through the CSP) details of all amounts paid by it under the Notes (or, where the Notes provide for delivery of assets other than cash, of the assets so delivered).
6. The Fiscal Agent and the Registrar, as applicable, will (to the extent known to it) promptly provide to the ICSDs (through the CSP) notice of any changes to the Notes that will affect the amount of, or date for, any payment due under the Notes.
7. The Fiscal Agent and the Registrar, as applicable, will (to the extent known to it) promptly provide to the ICSDs (through the CSP) copies of all information that is given to the holders of the Notes.
8. The Fiscal Agent and the Registrar, as applicable, will promptly pass on to the Issuer all communications it receives from the ICSDs directly or through the CSP relating to the Notes.
9. The Fiscal Agent and the Registrar, as applicable, will (to the extent known to it) promptly notify the ICSDs (through the CSP) of any failure by the Issuer to make any payment or delivery due under the Notes when due.

**EXECUTION** of Agency Agreement:

**The Issuer**

**TÜRKİYE VAKIFLAR BANKASI T.A.O.**

By:

  
Muhammed Onay ÖZKAN  
EXECUTIVE VICE PRESIDENT

By:

  
Ali TAHAN  
SENIOR VICE PRESIDENT

**[Signature page to the Amended and Restated Agency Agreement]**



**The Fiscal Agent and Exchange Agent**

**THE BANK OF NEW YORK MELLON, LONDON BRANCH**

By:  Dale,  
Gregory  
Authorised  
Signatory

**The Registrar and Transfer Agent**

**THE BANK OF NEW YORK MELLON SA/NV, LUXEMBOURG BRANCH**

By:  Dale,  
Gregory  
Authorised  
Signatory

**The other Transfer Agent**

**THE BANK OF NEW YORK MELLON**

By:  Dale,  
Gregory  
Authorise  
d  
Signatory