

Other terms and conditions

- (a) Interest / coupon rate : To be determined prior to each issuance of the Subordinated Notes.

The coupon rate shall be applicable from the issue date of the respective tranche Subordinated Notes up to (but excluding) the date of early redemption or the maturity date of that tranche of Subordinated Notes, whichever is earlier.

The coupon rate shall be applicable throughout the tenure of each issue of the Subordinated Notes.

- (b) Interest / coupon payment frequency : Coupon payment frequency
Payable semi-annually in arrears from the issue date of that tranche of Subordinated Notes with the last coupon payment to be made on the date falling on the maturity date or on the date of early redemption of that tranche of Subordinated Notes, whichever is earlier.

- (c) Interest / coupon payment basis : Actual number of days over 365 days basis.

- (d) Details on utilisation of proceeds : The proceeds from the Subordinated Notes will be utilised to fund Maybank's working capital, general banking and other corporate purposes.

- (e) Tenure of the Subordinated Notes : Tenure of the Subordinated Notes

In respect of Subordinated Notes issued before the Effective Date:

Each Subordinated Note issued under the Subordinated Note Programme shall have a tenure of either the following:

- (i) 10-year non-callable basis; or
- (ii) 15 years on a 15 non-callable 10 basis ("15NC10"); or
- (iii) 12 years on a 12 non-callable 7 basis ("12NC7"); or
- (iv) 10 years on a 10 non-callable 5 basis ("10NC5");

subject to the Call Option as described above, if applicable, and provided that the maturity of the Subordinated Notes shall not extend beyond the expiry of the Subordinated Note Programme.

In respect of Subordinated Notes issued after the Effective Date but before the Second Effective Date:

Each Subordinated Note issued under the Subordinated Note Programme shall have a tenure of at least five (5) years and up to twenty (20) years from the date of issue subject to the Call Option as described above, if applicable, and provided that the maturity of the Subordinated Notes shall not extend beyond the expiry of the Subordinated Note Programme.

In respect of Subordinated Notes issued on or after the Second Effective Date:

Each Subordinated Note issued under the Subordinated Note Programme shall have a tenure of at least five (5) years subject to the Call Option as described above, if applicable.

- (f) Listing status and types of listing, where applicable : The Subordinated Notes may be listed on Bursa Malaysia Securities Berhad under an Exempt Regime pursuant to Chapter 4B of Bursa Malaysia Securities Berhad's Main Market Listing Requirements. The SC will be notified accordingly in the event of such listing.
- (g) Other regulatory approvals required in relation to the issue, offer or invitation and whether or not obtained (please specify) :
- (i) BNM's approval for the proposed issuance of Subordinated Notes of up to RM7.0 billion under the Subordinated Note Programme. BNM's approval (upon terms and conditions imposed by BNM) has been obtained via its letter dated 14 December 2011.
 - (ii) BNM's approval for the revision to the terms and conditions of Subordinated Notes to be issued under the Subordinated Note Programme after the Effective Date has been obtained via its letter dated 19 December 2013.
 - (iii) BNM's approval for the upsizing of the Subordinated Note Programme has been obtained via its letter dated 15 February 2016.
- (h) Redemption at maturity : Unless previously redeemed on the Call Date, or redeemed pursuant to a Regulatory Redemption (as defined above), purchased from the market and cancelled or redeemed pursuant to a Tax Redemption (as defined above and only with regards to Subordinated Notes issued

after the Effective Date), the tranche of Subordinated Notes will be redeemed by Maybank (in whole, but not in part) at the principal amount together with accrued but unpaid coupon (if any) on the maturity date.

- (i) Further Issuances : The Issuer may from time to time raise additional subordinated notes, which may contain greater rights for the holders thereof including acceleration rights provided that such subordinated notes ranks *pari-passu* in right and priority of payment with or is subordinated to the Subordinated Notes in the case of any distribution of assets in any winding up of the Issuer.
- (j) Status of Subordinated Notes : The Subordinated Notes will constitute direct, unconditional, unsecured and subordinated obligations of the Issuer ranking *pari passu* without any preference among themselves.

In the event of the winding-up or liquidation of the Issuer, the claims of the holders of the Subordinated Notes against the Issuer in respect of the Subordinated Notes will be subordinated in right of payment to the claims of depositors and all other unsubordinated creditors of the Issuer and will rank at least *pari passu* in right of payment with all other Subordinated Indebtedness (as defined below), present and future, of the Issuer. Claims in respect of the Subordinated Notes will rank in priority to the rights and claims of holders of subordinated liabilities which by their terms rank or expressed to rank in right of payment junior to the Subordinated Notes and all classes of equity securities of the Issuer, including holders of preference shares.

“Subordinated Indebtedness” means all indebtedness which is subordinated, in the event of the winding-up or liquidation of the Issuer, in right of payment to the claims of depositors and other unsubordinated creditors of the Issuer, and for this purpose indebtedness shall include all liabilities, whether actual or contingent.

- (k) Transaction Documents : In respect of the Subordinated Note Programme shall include, but not be limited to, the following:
- (i) Programme Agreement;
 - (ii) Trust Deed; and
 - (iii) Any other relevant documents agreed

between the parties that may be required to complete the Subordinated Note Programme as advised by the Solicitors and agreed by the Issuer.

- (l) **Trustee's Reimbursement Account** : The Trustee shall open and maintain, throughout the tenure of the Subordinated Note Programme, an account to be named the "Trustee's Reimbursement Account for Debenture holders' Actions" (the "**Account**") with a bank which is acceptable to the Issuer with a sum of Ringgit Malaysia Thirty Thousand (RM30,000.00), which amount is to be obtained from the proceeds of issuance of the Subordinated Notes.

The Account shall be operated solely by the Trustee and the money shall be used strictly by the trustee in carrying out its duties in relation to the declaration of an Event of Default in the manner as provided in the Trust Deed.

The moneys in the Account may be invested in bank deposit or instrument or securities in the manner as provided in the Trust Deed, with profit from the investment to be accrue to the Issuer. The moneys in the Account shall be returned to the Issuer upon full redemption of the Subordinated Note Programme in the event there is no declaration of Event of Default.

- (m) **Contingent Write-off** : Applicable to Subordinated Notes issued after the Effective Date only

At the point of a Trigger Event (as defined below), the Issuer shall irrevocably, without the consent of the holders of the Subordinated Notes, write-off the Subordinated Notes in whole or in part, if so required by BNM and/or Malaysia Deposit Insurance Corporation ("**PIDM**") at their full discretion.

Upon the occurrence of a Trigger Event, the Issuer is required to give notice to the holders of the Subordinated Notes (via the Trustee) and RAM Rating in accordance with the terms of the Subordinated Notes, then as of the relevant write-off date:

- (i) the write-off shall reduce:
- (a) the claim of the Subordinated Notes in liquidation. The holders of the Subordinated Notes will be

automatically deemed to irrevocably waive their right to receive, and no longer have any rights against the Issuer with respect to, repayment of the aggregate principal amount of the Subordinated Notes written-off;

(b) the amount re-paid when a call option is exercised; and

(c) coupon payments on the Subordinated Notes;

(ii) the write-off shall be permanent and the full or part (as the case may be) of the principal amount of the Subordinated Notes will automatically be written-off to zero and the whole or part (as the case may be) of the Subordinated Notes will be cancelled; and

(iii) the write-off of the Subordinated Notes shall not constitute an event of default or trigger cross-default clauses.

The write-off must generate Common Equity Tier 1 Capital ("**CET1 Capital**") under the Malaysian Financial Reporting Standards; and the Subordinated Notes will only receive recognition in Tier 2 Capital up to the level of CET1 Capital generated by a full write-off of the Subordinated Notes.

(n) Trigger Events

: Applicable to Subordinated Notes issued after the Effective Date only

A "**Trigger Event**" shall be the earlier of the following:

(i) The Relevant Malaysian Authority (the "**Relevant Malaysian Authority**") means BNM, jointly with **PIDM**) notifies the Issuer in writing that the Relevant Malaysian Authority is of the opinion that a write-off is necessary, without which the Issuer would cease to be viable; or

(ii) the Relevant Malaysian Authority publicly announces that a decision has been made by BNM, PIDM, or any other federal or state government in Malaysia, to provide a capital injection or equivalent support to the Issuer, without which the Issuer would cease to be viable.

- (o) Effective Date : The date of execution of the relevant supplemental Transaction Documents to reflect the revised terms, in any event, such date shall be a date after obtaining BNM's approval for the revised terms which is 19 December 2013.
- (p) Second Effective Date : The date of execution of the relevant supplemental Transaction Documents to reflect the revised terms hereto, in any event, such date shall be a date after: (i) obtaining BNM's approval for the revised terms; and (ii) the Issuer has obtained consent of the relevant holders of these revised terms, whichever is the later and which date is 15 March 2016.
- (q) Other Conditions : The Subordinated Note Programme shall at all times be governed by the guidelines issued and to be issued from time to time by the SC, BNM and/or other relevant authority in Malaysia having jurisdiction over matters pertaining to the Subordinated Note Programme and the Subordinated Notes.
- (r) Expected programme size In addition to "Expected facility/programme size" above:
- An increased limit of up to RM20.0 billion (from RM7.0 billion) in nominal value after the Second Effective Date (as defined above). The aggregate nominal value of outstanding Subordinated Notes issued pursuant to the Subordinated Note Programme shall not exceed RM20.0 billion at any one point in time.
- The Issuer shall have the option to increase the size of the Subordinated Note Programme provided that:
- (a) such increase will not result in any adverse impact on the rating of the Subordinated Note Programme; and
 - (b) relevant regulatory approvals have been obtained (including the SC and BNM (if applicable)).

The Subordinated Noteholders hereby consent (which consent will be reflected in the Trust Deed) to any further upsizing of the programme limit from time to time after the Second Effective Date. For the avoidance of doubt, no further consent will be required from the Subordinated Noteholders, the Trustee and any other party under the Subordinated Note Programme for the

Issuer to exercise the option to increase the limit of the Subordinated Note Programme from time to time after the Second Effective Date.

(s) Mode of issue

: In addition to “Mode of Issue” above:

The Subordinated Notes shall be issued via book-building on a best effort basis and/or private placement on a best effort basis without prospectus in accordance with the MyClear.

(t) Tradability
transferability

and : In addition to “Tradability and transferability” above:

The Subordinated Notes are tradable and transferable subject to the selling restrictions as provided in “Selling Restrictions” above.