



Total loss-absorbing capacity instrument

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| Issuer | UBS Group AG ¹ |
| Unique identifier | 144A: US90352JAC71 / RegS: USH4209UAC02 |
| Issue Date | 23.03.2017 |
| Currency | USD |
| Nominal (million) | 2,000.0 |
| Interest Rate | 4.253% |
| Maturity Date | 23.03.2028 |
| Issuer Call; Optional Redemption Date | Yes; 23.03.2027 |

¹ Effective as of 11 October 2019, UBS has substituted UBS Group Funding (Switzerland) AG as issuer of this total loss-absorbing capacity instrument with UBS Group AG.

Documentation included in this PDF file:

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| Annex A | General terms and conditions of the senior debt programme dated 10.03.2017, as amended |
| Annex B | Pricing supplement relating to USD 2,000,000,000 4.253 Senior Notes due March 2028, as amended |



Annex A

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GENERAL TERMS AND CONDITIONS

The terms and conditions that are set out below are the General Terms and Conditions of the Notes. The General Terms and Conditions of the Notes will be completed, and, whether or not specifically indicated below, may be supplemented, amended or replaced, by the relevant Pricing Supplement in respect of the relevant Tranche of Notes.

1. DEFINITIONS

"**Additional Amounts**" has the meaning assigned to such term in subclause (b) of Condition 9 (*Taxation*).

"**Agency Agreement**" means (i) in the case of Uncertificated Notes, the Paying Agency Agreement, and (ii) in the case of Registered Notes, the Fiscal Agency Agreement.

"**Agent Insolvency Event**" has the meaning assigned to such term in subclause (c)(ii) of Condition 8 (*Payments; Agents*).

"**Agents**" means (i) in the case of Uncertificated Notes, the Principal Paying Agent, the Calculation Agent and any other agent from time to time appointed pursuant to the terms of the Paying Agency Agreement, and (ii) in the case of Registered Notes, the Fiscal Agent, the Registrar, the Calculation Agent and any other agent from time to time appointed pursuant to the terms of the Fiscal Agency Agreement.

"**Authorised Signatories**" means any two authorised officers of the Issuer signing jointly.

"**Bank Restructuring Event**" means the opening of Bank Restructuring Proceedings by the Swiss Resolution Authority.

"**Bank Restructuring Proceedings**" means Restructuring Proceedings with respect to UBS AG.

"**BBSW**" means, in respect of any specified maturity, the interest rate benchmark known as the Bank Bill Swap Reference Rate that is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of the Australian Financial Markets Association (or any other Person that takes over the administration of that rate) based on the average rate for Bills (as defined in the Bills of Exchange Act of 1909 of Australia, as amended) for such maturity provided by a panel of contributor banks.

"**Broken Amount**" means, with respect to any Interest Payment Date (in the case of Fixed Rate/Fixed Rate Notes and Fixed Rate/Floating Rate Notes, falling on or prior to the Reset Date and the Floating Rate Commencement Date, respectively), the broken amount specified as payable on such Interest Payment Date in the relevant Pricing Supplement.

"**Business Day**" means a day (other than a Saturday or a Sunday) on which (i) commercial banks and foreign exchange markets settle payments in the currency or currencies specified in the relevant Pricing Supplement (or, if no currency or currencies is specified in the Business Days section of the relevant Pricing Supplement, settle payments generally) and are open for general business (including, without limitation, dealing in foreign exchange and foreign currency deposits) in the financial centres referred to in the Business Days section of the relevant Pricing Supplement, and (ii) in the case of Notes denominated in euro, the TARGET2 System is open for settlement of payments in euro.

"**Business Day Convention**" means, with respect to any Interest Payment Date (x) for which there is no numerically corresponding day in the calendar month in which such Interest Payment Date should occur or (y) that would otherwise fall on a day that is not a Business Day, if:

- (i) "**Following Business Day Convention**" is specified in the relevant Pricing Supplement, that such Interest Payment Date will be postponed to the first following Business Day;

- (ii) "**Modified Following Business Day Convention**" or "**Modified Business Day Convention**" is specified in the relevant Pricing Supplement, that such Interest Payment Date will be postponed to the first following Business Day unless that Business Day falls in the next calendar month in which case such Interest Payment Date will instead be brought forward to the last preceding Business Day;
- (iii) "**Preceding Business Day Convention**" is specified in the relevant Pricing Supplement, that such Interest Payment Date will be brought forward to the last preceding Business Day;
- (iv) "**FRN Convention**", "**Floating Rate Convention**" or "**Eurodollar Convention**" is specified in the relevant Pricing Supplement and Specified Periods are specified in the relevant Pricing Supplement, that
 - (a) in the case of clause (x) above, such Interest Payment Date will be the last Business Day in that calendar month;
 - (b) in the case of clause (y) above, such Interest Payment Date will be postponed to the first following Business Day unless that Business Day falls in the next calendar month, in which case it will be brought forward to the last preceding Business Day; and
 - (c) if the last Interest Payment Date preceding such Interest Payment Date (or, if such Interest Payment Date is the first Interest Payment Date, if the Interest Commencement Date) occurred on the last day in a calendar month that was a Business Day, then such Interest Payment Date and all subsequent Interest Payment Dates will be the last day that is a Business Day in the calendar month that is the specified number of months or other period after the calendar month in which the preceding such Interest Payment Date (or Interest Commencement Date, as applicable) occurred; and
- (v) any other Business Day Convention is specified in the relevant Pricing Supplement, that such Interest Payment Date will be adjusted in accordance with such Business Day Convention as described in the relevant Pricing Supplement.

"**Calculation Agent**" means (i) in the case of Uncertificated Notes that are Floating Rate Notes or Fixed Rate/Floating Rate Notes, UBS AG in its capacity as calculation agent for Uncertificated Notes under the Paying Agency Agreement, and includes any successor Calculation Agent appointed in accordance with the Paying Agency Agreement, and (ii) in the case of Registered Notes that are Floating Rate Notes or Fixed Rate/Floating Rate Notes, Deutsche Bank Trust Company Americas in its capacity as calculation agent for Registered Notes under the Fiscal Agency Agreement, and includes any successor Calculation Agent appointed in accordance with the Fiscal Agency Agreement.

"**Calculation Amount**" means the calculation amount specified in the relevant Pricing Supplement.

"**Calculation Period**" has the meaning assigned to such term in the definition of the term "Day Count Fraction".

"**Capital Adequacy Ordinance**" means the Ordinance concerning Capital Adequacy and Risk Diversification for Banks and Securities Dealers, which entered into force on 1 January 2013, as amended from time to time, or any successor Swiss law or regulation.

"**CDOR**" means, in respect of any specified maturity, the interest rate benchmark known as the Canadian Dealer Offered Rate that is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of the Investment Dealers Association (or any other Person that takes over the administration of that rate) based on the average rate for Canadian dollar bankers acceptances for such maturity provided by a panel of contributor banks.

"**Clearstream, Luxembourg**" means Clearstream Banking, *société anonyme*.

"**Code**" has the meaning assigned to such term in subclause (c)(iii) of Condition 9 (*Taxation*).

"**Condition**" means one of the Terms and Conditions of the Notes.

"**Current Issuer**" has the meaning assigned to such term in subclause (a) of Condition 16 (*Issuer Substitution*).

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest for any period of time (the "**Calculation Period**"),

- (i) if "**Actual/Actual (ICMA)**" is specified in the relevant Pricing Supplement:
 - (a) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (x) the actual number of days in such Regular Period and (y) the number of Regular Periods in any year; and
 - (b) where the Calculation Period is longer than one Regular Period, the sum of:
 - (A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (x) the actual number of days in such Regular Period and (y) the number of Regular Periods in any year; and
 - (B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (x) the actual number of days in such Regular Period and (y) the number of Regular Periods in any year;
- (ii) if "**Actual/365**" or "**Actual/Actual**" is specified in the relevant Pricing Supplement, the actual number of days in such Calculation Period divided by 365 (or, if any portion of such Calculation Period falls in a leap year, the sum of (x) the actual number of days in that portion of such Calculation Period falling in a leap year divided by 366 and (y) the actual number of days in that portion of such Calculation Period falling in a non-leap year divided by 365);
- (iii) if "**Actual/360**" is specified in the relevant Pricing Supplement, the actual number of days in such Calculation Period divided by 360;
- (iv) if "**30/360**" is specified in the relevant Pricing Supplement, the number of days in such Calculation Period from and including (or, in the case of Swiss Franc Notes, from but excluding) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to but excluding (or, in the case of Swiss Franc Notes, to and including) the relevant payment date (such number of days being calculated on the basis of 12 30-day months) divided by 360; and
- (v) if "**Actual/365 (Fixed)**" is specified in the relevant Pricing Supplement, the actual number of days in such Calculation Period divided by 365.

"**Depository**" means DTC or any other Relevant Clearing System outside of Switzerland designated as Depository by the Issuer; *provided, however*, that, irrespective of the number of Regulation S Registered Global Certificates and/or Rule 144A Registered Global Certificates, as the case may be, outstanding, there will be no more than one Depository for the Notes at any time.

"**Distribution Compliance Period**" means the 40-day period commencing on (and including) the later of (i) the day on which the Notes are first offered to Persons other than distributors (as defined in Regulation S under the US Securities Act), and (ii) the day on which the closing of the offering of the Notes occurs.

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

"Early Redemption Date" has the meaning assigned to such term in subclause (f)(i) of Condition 7 (*Redemption and Purchase*).

"Early Redemption Notice" has the meaning assigned to such term in subclause (f)(i) of Condition 7 (*Redemption and Purchase*).

"EURIBOR" means, in respect of any specified maturity, the interest rate benchmark known as the Eurozone Interbank Offered Rate that is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of the European Money Markets Institute (or any other Person that takes over the administration of that rate) based on estimated euro interbank term deposit rates for such maturity that are provided by a panel of contributor banks.

"euro" means the currency introduced at the start of the third stage of European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No 974/98 of 3 May 1998 on the introduction of the euro, as amended.

"Euroclear" means Euroclear Bank S.A./N.V.

"Event of Default" has the meaning assigned to such term in Condition 12 (*Events of Default*).

"External TLAC" means the instruments eligible for external TLAC according to the core features of Sections 7 to 14 of the FSB TLAC Term Sheet or any corresponding provisions of any other FSB TLAC Standard.

"FEDFUNDS1 Page" has the meaning assigned to such term in the definition of "U.S. Federal Funds Rate".

"Final Redemption Amount" means the final redemption amount specified in the relevant Pricing Supplement.

"FINMA" means the Swiss Financial Market Supervisory Authority FINMA and any successor thereto.

"Fiscal Agency Agreement" means the fiscal agency agreement for Registered Notes issued under the Programme dated as of 10 March 2017, as amended and supplemented by the 2017 TLAC programme fiscal agency assignment and assumption agreement dated as of 27 September 2019 and effective as of 11 October 2019 (and as may be further amended, supplemented or otherwise modified from time to time), among the Issuer, the Fiscal Agent, the Registrar, the Calculation Agent and the other Agents from time to time party thereto.

"Fiscal Agent" means Deutsche Bank Trust Company Americas, in its capacity as fiscal agent for Registered Notes, and includes any successor Fiscal Agent appointed in accordance with the Fiscal Agency Agreement.

"Fixed Coupon Amount" means the fixed coupon amount specified in the relevant Pricing Supplement.

"Fixed Rate of Interest" means (i) in the case of Fixed Rate Notes and Fixed Rate/Floating Rate Notes, the fixed rate of interest specified in the relevant Pricing Supplement, and (ii) in the case of Fixed Rate/Fixed Rate Notes, (a) with respect to the period from and including (or, in the case of Swiss Franc Notes, from but excluding) the Interest Commencement Date to but excluding (or, in the case of Swiss Franc Notes, to and including) the Reset Date, the Initial Rate of Interest, and (b) with respect to the Reset Period, the sum of the Reset Margin and the Reset Reference Rate.

"Fixed Rate/Fixed Rate Notes" means Notes with respect to which the interest basis specified in the relevant Pricing Supplement is "Fixed Rate/Fixed Rate".

"Fixed Rate/Floating Rate Notes" means Notes with respect to which the interest basis specified in the relevant Pricing Supplement is "Fixed Rate/Floating Rate".

"**Fixed Rate Notes**" means Notes with respect to which the interest basis specified in the relevant Pricing Supplement is "Fixed Rate".

"**Fixed Rate Period**" means, in respect of Fixed Rate/Floating Rate Notes, the period from and including (or, in the case of Swiss Franc Notes, from but excluding) the Interest Commencement Date to but excluding (or, in the case of Swiss Franc Notes, to and including) the Floating Rate Commencement Date.

"**Floating Rate Commencement Date**" means, in respect of Fixed Rate/Floating Rate Notes, the Interest Payment Date specified as such in the relevant Pricing Terms

"**Floating Rate of Interest**" has the meaning assigned to such term in subclause (d)(i) of Condition 6 (*Interest*).

"**Floating Rate Notes**" means Notes with respect to which the interest basis specified in the relevant Pricing Supplement is "Floating Rate".

"**Floating Rate Period**" means, in respect of Fixed Rate/Floating Rate Notes, the period from and including (or, in the case of Swiss Franc Notes, from but excluding) the Floating Rate Commencement Date to but excluding (or, in the case of Swiss Franc Notes, to and including) the Maturity Date.

"**FSB TLAC Principles**" means the Principles on Loss-absorbing and Recapitalisation Capacity of G-SIBs in Resolution of 9 November 2015, published by the Financial Stability Board.

"**FSB TLAC Standard**" means the FSB TLAC Principles and the FSB TLAC Term Sheet and any successor document or documents published by the Financial Stability Board that sets standards for External TLAC.

"**FSB TLAC Term Sheet**" means the Total Loss-absorbing Capacity (TLAC) Term Sheet of 9 November 2015, published by the Financial Stability Board.

"**Group**" means UBS Group AG and its subsidiaries.

"**HIBOR**" means, in respect of any specified maturity, the interest rate benchmark known as the Hong Kong Inter Bank Offered Rate that is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of the Hong Kong Treasury Markets Association (or any other Person that takes over the administration of that rate) based on estimated Hong Kong dollar-denominated interbank borrowing rates for such maturity that are provided by a panel of contributor banks.

"**Holder**" means, with respect to any Note, (i) in the case of Uncertificated Notes, (a) the Person, other than an intermediary (*Verwahrungsstelle*), holding such Note in a securities account (*Effektenkonto*) with an intermediary (*Verwahrungsstelle*), or (b) the intermediary (*Verwahrungsstellen*) holding such Note for its own account, and (ii) in the case of Registered Notes, the Person in whose name the Registered Certificate representing such Registered Note is registered in the Register. For the avoidance of doubt, with respect to Notes represented by a Registered Global Certificate, no Indirect Holder or other Person will be a Holder for purposes of the Terms and Conditions of the Notes or such Notes or have any rights, or be owed any obligations by the Issuer, under such Notes.

"**Indirect Holder**" means, with respect to any Note represented by a Registered Global Certificate, any Person (other than the Holder) that owns a beneficial interest in such Note through a bank, broker or other financial institution that (i) participates in the book-entry system of SIS, DTC, Euroclear, Clearstream, Luxembourg, and/or any other clearing system (each, a "**Relevant Clearing System**"), or (ii) holds an interest in such Note through a participant in the book-entry system of any Relevant Clearing System. No Indirect Holder will have any rights, or be owed any obligations by the Issuer, under the Notes.

"**Ineligibility Event**" has the meaning assigned to such term in subclause (e) of Condition 7 (*Redemption and Purchase*).

"Ineligibility Event Redemption Amount" means the ineligibility event redemption amount specified in the relevant Pricing Supplement.

"Ineligibility Event Redemption Date" means the ineligibility event redemption date(s) specified in the relevant Pricing Supplement.

"Initial Rate of Interest" means, in respect of Fixed Rate/Fixed Rate Notes, the initial rate of interest specified in the relevant Pricing Supplement.

"Interest Amount" has the meaning assigned to such term in subclause (d)(iii) of Condition 6 (*Interest*).

"Interest Commencement Date" means the interest commencement date specified in the relevant Pricing Supplement.

"Interest Determination Date" means the interest determination date(s) specified in the relevant Pricing Supplement.

"Interest Payment Date" means (i) in the case of Fixed Rate Notes and Fixed Rate/Fixed Rate Notes, the interest payment date(s) specified in, or determined in accordance with the provisions of, the relevant Pricing Supplement, and (ii) in the case of Floating Rate Notes, (x) if a Specified Period is specified in the relevant Pricing Supplement, each date that falls the number of months or other period equal to the Specified Period after the preceding Interest Payment Date (or, in the case of the first Interest Payment Date, after the Interest Commencement Date), or (y) otherwise, the Specified Interest Payment Date(s) specified in the relevant Pricing Supplement, and (iii) in the case of Fixed Rate/Floating Rate Notes, (a) on or prior to the Floating Rate Commencement Date, the interest payment date(s) specified in, or determined in accordance with the provisions of, the relevant Pricing Supplement, and (b) after the Floating Rate Commencement Date, (x) if a Specified Period is specified in the relevant Pricing Supplement, each date that falls the number of months or other period equal to the Specified Period after the preceding Interest Payment Date (or, in the case of the first Interest Payment Date after the Floating Rate Commencement Date, after the Floating Rate Commencement Date), or (y) otherwise, the Specified Interest Payment Date(s) specified in the relevant Pricing Supplement, in the case of each of clauses (i), (ii) and (iii), as may be adjusted in accordance with the Business Day Convention, if any.

"Interest Period" means (i) in the case of Floating Rate Notes, each period beginning on and including (or, in the case of Swiss Franc Notes, beginning on but excluding) an Interest Payment Date (or, in the case of the first Interest Period, the Interest Commencement Date) and ending on but excluding (or, in the case of Swiss Franc Notes, ending on and including) the next Interest Payment Date, and (ii) in the case of Fixed Rate/Floating Rate Notes, each period in the Floating Rate Period beginning on and including (or, in the case of Swiss Franc Notes, beginning on but excluding) an Interest Payment Date (or, in the case of the first Interest Period, the Floating Rate Commencement Date) and ending on but excluding (or, in the case of Swiss Franc Notes, ending on and including) the next Interest Payment Date.

"Intermediary" has the meaning assigned to such term in subclause (b)(i)(A) of Condition 2 (*Amount, Denomination and Form*).

"Intermediated Securities" has the meaning assigned to such term in subclause (b)(i)(A) of Condition 2 (*Amount, Denomination and Form*).

"Issue Date" means the issue date specified in the relevant Pricing Supplement.

"Issuer" means UBS Group AG, in its capacity as issuer of the Notes.

"Issuer Call" has the meaning assigned to such term in clause (c) of Condition 7 (*Redemption and Purchase*).

"Issuer Substitution Effective Date" means 11 October 2019, which is the date on which UBS Group Funding (Switzerland) AG substituted UBS Group AG for itself as principal debtor under the Notes pursuant to and in accordance with clause (a) of Condition 16 (*Issuer Substitution*).

"JPY TSR" means the swap rate for Yen swap transactions known as the Tokyo swap reference rate that is calculated and published by a designated distributor (currently Thomson Reuters) based on the mid-market semi-annual swap rate for the semi-annual fixed leg of a fixed-for-floating Yen interest rate swap transaction where the floating leg is equivalent to LIBOR for Yen with a maturity of six months that is provided by a panel of contributor banks.

"LIBOR" means, in respect of any specified currency and specified maturity, the interest rate benchmark known as the London Interbank Offered Rate that is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) based on estimated interbank borrowing rates for such currency and maturity that are provided by a panel of contributor banks.

"Make-Whole Redemption Amount" means, in respect of a Note and any Make-Whole Redemption Date, the greater of (i) the outstanding principal amount of such Note and (ii) the present value, as determined by the Issuer, of the remaining scheduled payments of principal and interest on such Note (not including any accrued and unpaid interest to but excluding (or, in the case of Swiss Franc Notes, to and including) such Make-Whole Redemption Date) discounted to such Make-Whole Redemption Date at the Reinvestment Rate (as determined by the Issuer on the Reinvestment Rate Determination Date) on the basis of the same frequency and by reference to the same day count fraction as is applicable to such payments on the Reference Bond.

"Make-Whole Redemption Date" means the make-whole event redemption date(s) specified in the relevant Pricing Supplement.

"Margin" means the margin(s) specified in the relevant Pricing Supplement.

"Maturity Date" means the maturity date specified in the relevant Pricing Supplement.

"Maximum Floating Rate of Interest" means the maximum Floating Rate of Interest specified in the relevant Pricing Supplement.

"Minimum Floating Rate of Interest" means the minimum Floating Rate of Interest specified in the relevant Pricing Supplement.

"NIBOR" means, in respect of any specified maturity, the interest rate benchmark known as the Norwegian Inter Bank Offered Rate that is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of Finance Norway (or any other Person that takes over the administration of that rate) based on estimated Norwegian Krone denominated interbank borrowing rates for such maturity that are provided by a panel of contributor banks.

"Notes" means the notes of the Tranche or Series specified in the relevant Pricing Supplement. Any reference to Notes includes a reference to (i) Registered Notes or Uncertificated Notes, whichever is specified in the relevant Pricing Supplement, and (ii) in the case of a Tranche or Series of Registered Notes, notes of such Tranche or Series in global and definitive form.

"Optional Redemption Amount" means the optional redemption amount specified in the relevant Pricing Supplement.

"Optional Redemption Date" means the optional redemption date(s) specified in the relevant Pricing Supplement.

"Original Guarantee" means the guarantee dated as of the Issue Date (or, in the case of a Tranche of Notes that on or after the Issue Date will be consolidated and form a single Series with a previously issued Tranche of Notes, dated as of the Issue Date of such previously issued Tranche of Notes), issued by UBS Group AG for the benefit of the Holders and governed by Swiss law, pursuant to which UBS Group AG, among other things, irrevocably and unconditionally guaranteed to the Holders, pursuant to article 111 of the Swiss Code and on an unsubordinated basis corresponding *mutatis mutandis* to Condition 4 (*Status of the Notes*), the due and punctual payment of principal and interest and all other amounts due and payable under,

or in respect of, the Notes upon receipt of the written request for payment of the relevant amount, and which guarantee ceased to exist upon the Issuer Substitution Effective Date.

"Paying Agency Agreement" means the amended and restated paying agency agreement for Uncertificated Notes issued under the Programme dated as of 27 September 2019 and effective as of 11 October 2019 (as may be amended, supplemented or otherwise modified from time to time), among the Issuer, the Principal Paying Agent, the Calculation Agent and the other Agents from time to time party thereto, which agreement amended and restated the paying agency agreement for Uncertificated Notes issued under the Programme dated as of 10 March 2017.

"Paying Agent" has the meaning assigned to such term in subclause (c)(i) of Condition 8 (*Payments; Agents*).

"Person" means any individual, corporation, bank, partnership, joint venture, association, joint-stock company, limited liability company, trust, unincorporated organisation or government or any agency or political subdivision thereof.

"Pricing Supplement" means the pricing supplement prepared in connection with the issuance of a Tranche of Notes, as may be amended from time to time. A copy of the Pricing Supplement for each Tranche of Notes is available from the Issuer at UBS AG, Zurich, Swiss Prospectus, Switzerland (voicemail: +41 44 239 47 03; fax: +41 44 239 69 14; email: swiss-prospectus@ubs.com).

"Principal Paying Agent" means UBS AG, in its capacity as principal paying agent for Uncertificated Notes, and includes any successor Principal Paying Agent appointed in accordance with the Paying Agency Agreement.

"Programme" means the senior debt programme for the issuing of notes under which the Notes are issued.

"Protective Measures" means any protective measures that the Swiss Resolution Authority may order pursuant to any statutory power set forth in article 26 of the Swiss Banking Act, or in any successor Swiss law or regulation or analogous Swiss law or regulation applicable to bank holding companies incorporated under the laws of Switzerland such as UBS Group AG, including, without limitation, (i) giving instructions to the governing bodies of the relevant entity, (ii) appointing an investigator, (iii) stripping governing bodies of their power to legally represent the relevant entity or remove them from office, (iv) removing the regulatory or company-law audit firm from office, (v) limiting the respective entity's business activities, (vi) forbidding the respective entity to make or accept payments or undertake security trades, (vii) closing down the respective entity, or (viii) except for with respect to mortgage-secured receivables of central mortgage bond institutions, ordering a moratorium or deferral of payments.

"QIB" has the meaning assigned to such term in subclause (c)(i)(A) of Condition 2 (*Amount, Denomination and Form*).

"Quotation Time" means the quotation time specified in the relevant Pricing Supplement.

"Rate of Interest" means, in respect of Fixed Rate/Floating Rate Notes, (i) during the Fixed Rate Period, the Fixed Rate of Interest, and (ii) during the Floating Rate Period, the applicable Floating Rate of Interest.

"Record Date" means, with respect to any Scheduled Due Date, the last Relevant Banking Day immediately preceding such Scheduled Due Date.

"Reference Banks" means, with respect to any Reference Rate, (i) in the case of LIBOR, the principal London office of four major banks in the London interbank market, as chosen by UBS AG, (ii) in the case of EURIBOR, the principal Eurozone office of four major banks in the Eurozone market, as chosen by UBS AG, and (iii) in the case of any other Reference Rate, the reference banks specified in the relevant Pricing Supplement.

"Reference Bond(s)" means the security or securities specified as such in the relevant Pricing Supplement or, if no such securities are so specified, the security or securities, as selected by the

Issuer, that would be utilised, as at the Reinvestment Rate Determination Date and in accordance with customary financial practice, in pricing new issues or corporate debt securities of comparable maturity to the remaining term of the Notes.

"Reference Bond Price" means, with respect to a Reference Bond,

- (i) the arithmetic average of five Reference Market Maker Quotations for the relevant Make-Whole Redemption Date, after excluding the highest and lowest Reference Market Maker Quotations; or
- (ii) if the Issuer obtains fewer than five Reference Market Maker Quotations, but more than one, the arithmetic average of all such quotations; or
- (iii) if only one such Reference Market Maker Quotation is obtained by the Issuer, the amount of the Reference Market Maker Quotation so obtained,

in each case, as determined by the Issuer.

"Reference Market Maker" means the five brokers or market makers of securities such as the relevant Reference Bond selected by the Issuer or such other five Persons operating in the market for securities such as the Reference Bond as are selected by the Issuer.

"Reference Market Maker Quotations" means, with respect to a Reference Market Maker and any Make-Whole Redemption Date, the average, as determined by the Issuer, of the bid and ask prices for the relevant Reference Bond (expressed in each case as a percentage of its principal amount) quoted to the Issuer at the Quotation Time.

"Reference Rate" means, with respect to any Interest Period, BBSW, CDOR, EURIBOR, HIBOR, JPY TSR, LIBOR, NIBOR, SOR, STIBOR, U.S. Federal Funds Rate or such other rate specified as the reference rate in, and, if applicable, for the currency and maturity specified in, the relevant Pricing Supplement.

"Register" means the register that the Issuer will procure to be kept by the Registrar in accordance with the provisions of the Fiscal Agency Agreement.

"Registered Certificate" means a Registered Global Certificate and/or a Registered Definitive Certificate, as the case may be.

"Registered Definitive Certificate" has the meaning assigned to such term in subclause (c)(ii)(A) of Condition 2 (*Amount, Denomination and Form*).

"Registered Global Certificate" means a Regulation S Registered Global Certificate and/or a Rule 144A Registered Global Certificate, as the case may be.

"Registered Notes" means Notes issued in registered form.

"Registrar" means Deutsche Bank Trust Company Americas, in its capacity as registrar for Registered Notes, and includes any successor Registrar appointed in accordance with the Fiscal Agency Agreement.

"Regular Period" means:

- (i) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including (or, in the case of Swiss Franc Notes, from but excluding) the Interest Commencement Date to but excluding (or, in the case of Swiss Franc Notes, to and including) the first Interest Payment Date and each successive period from and including (or, in the case of Swiss Franc Notes, from but excluding) one Interest Payment Date to but excluding (or, in the case of Swiss Franc Notes, to and including) the next Interest Payment Date;
- (ii) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including (or, in the

case of Swiss Franc Notes, from but excluding) a Regular Date falling in any year to but excluding (or, in the case of Swiss Franc Notes, to and including) the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls; and

- (iii) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including (or, in the case of Swiss Franc Notes, from but excluding) a Regular Date (or, in the case of the first Interest Period, the Interest Commencement Date) falling in any year to but excluding (or, in the case of Swiss Franc Notes, to and including) the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period.

"**Regulation S Registered Global Certificate**" has the meaning assigned to such term in subclause (c)(i)(A) of Condition 2 (*Amount, Denomination and Form*).

"**Reinvestment Margin**" means the reinvestment margin specified in the relevant Pricing Supplement.

"**Reinvestment Rate**" means, with respect to any Make-Whole Redemption Date, the rate determined by the Issuer equal to (i) the rate per annum equal to the equivalent yield to maturity of the Reference Bond or, if there is more than one Reference Bond, the arithmetic average of the equivalent yields to maturity of the Reference Bonds, interpolated on a straightline basis in accordance with customary financial practice, calculated on the Reinvestment Rate Determination Date using a price for each Reference Bond (expressed as a percentage of the principal amount of the Reference Bond(s)) equal to its Reference Bond Price for such Make-Whole Redemption Date, plus (ii) the Reinvestment Margin.

"**Reinvestment Rate Determination Date**" means the reinvestment rate determination date specified in the relevant Pricing Supplement.

"**Relevant Agent**" means (i) in the case of Uncertificated Notes, the Principal Paying Agent, and (ii) in the case of Registered Notes, the Fiscal Agent.

"**Relevant Banking Day**" means, with respect to any Registered Note, a day other than a Saturday or Sunday, on which banks are open for business in the place of the Specified Office of the Registrar and the Fiscal Agent.

"**Relevant Clearing System**" has the meaning assigned to such term in the definition of the term "Indirect Holder".

"**Relevant Date**" means, with respect to any payment, (i) the date on which such payment first becomes due under the Notes (the "**Scheduled Due Date**"), or (ii) if the full amount of the money payable on the Scheduled Due Date has not been received by the Relevant Agent on or before the Scheduled Due Date, the date on which the full amount of the money due on the Scheduled Due Date has been received by the Relevant Agent.

"**Relevant Screen Page**" means, with respect to any Reference Rate, the page, section or other part of a particular information service (including, without limitation, Reuters and Bloomberg) specified as the relevant screen page in the relevant Pricing Supplement, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to such Reference Rate.

"**Relevant Time**" means (i) with respect to any Reference Rate, (A) in the case of LIBOR, 11:00 am, London time, (B) in the case of EURIBOR, 11:00 am, Brussels time, and (C) in the case of any other Reference Rate, the time specified as such in the relevant Pricing Supplement, and (ii) with respect to any Reset Determination Date, the time specified as such in the relevant Pricing Supplement.

"Reset Date" means, in respect of Fixed Rate/Fixed Rate Notes, the reset date specified in the relevant Pricing Supplement.

"Reset Determination Date" means, in respect of Fixed Rate/Fixed Rate Notes, the reset determination date specified in the relevant Pricing Supplement.

"Reset Margin" means, in respect of Fixed Rate/Fixed Rate Notes, the reset margin specified in the relevant Pricing Supplement.

"Reset Period" means, in respect of Fixed Rate/Fixed Rate Notes, the period from and including (or, in the case of Swiss Franc Notes, from but excluding) the Reset Date to but excluding (or, in the case of Swiss Franc Notes, to and including) the Maturity Date.

"Reset Reference Rate" means, in respect of Fixed Rate/Fixed Rate Notes, the reset reference rate specified in, and calculated by the Issuer in accordance with, the relevant Pricing Supplement.

"Restructuring Deferral Period" has the meaning assigned to such term in subclause (e) of Condition 8 (*Payments; Agents*).

"Restructuring Event" means a Bank Restructuring Event or a UBS Group Restructuring Event, as applicable.

"Restructuring Proceedings" means restructuring proceedings within the meaning of article 28 et seq. of the Swiss Banking Act or any successor Swiss law or regulation or analogous Swiss law or regulation applicable to banks or bank holding companies incorporated under the laws of Switzerland such as UBS Group AG.

"Restructuring Protective Measures" means any Protective Measures ordered by the Swiss Resolution Authority with respect to UBS Group AG that are ordered or confirmed upon the opening of or during any UBS Group Restructuring Proceedings.

"Rule 144A" has the meaning assigned to such term in subclause (c)(i)(A) of Condition 2 (*Amount, Denomination and Form*).

"Rule 144A Registered Global Certificate" has the meaning assigned to such term in subclause (c)(i)(A) of Condition 2 (*Amount, Denomination and Form*).

"Scheduled Due Date" has the meaning assigned to such term in the definition of the term "Relevant Date".

"Series" means the series specified in the relevant Pricing Supplement.

"SIS" means SIX SIS Ltd.

"SIX Swiss Exchange" means SIX Swiss Exchange Ltd.

"SOR" means, in respect of any specified maturity, the interest rate benchmark known as the Swap Offered Rate that is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of the Association of Banks in Singapore (or any other Person that takes over the administration of that rate) based on estimated Singapore dollar denominated interbank borrowing rates for such maturity that are provided by a panel of contributor banks.

"Specified Currency" means the currency specified as such in the relevant Pricing Supplement.

"Specified Denomination" means the denomination specified as such in the relevant Pricing Supplement.

"Specified Office" means (i) in the case of Deutsche Bank Trust Company Americas, as Fiscal Agent, Paying Agent for Registered Notes, Registrar, and Calculation Agent for Registered Notes that are Floating Rate Notes or Fixed Rate/Floating Rate Notes, Trust and Agency Services, 60 Wall Street, 16th Floor, New York, New York 10005, USA, (ii) in the case of UBS

AG, as Principal Paying Agent, Calculation Agent for Uncertificated Notes that are Floating Rate Notes or Fixed Rate/Floating Rate Notes, and Swiss Paying Agent for Registered Notes, Bahnhofstrasse 45, CH-8001 Zurich, Switzerland, and (iii) in the case of any other Agent, such office as is notified by the Issuer to the Holders in writing in accordance with Condition 14 (*Notices*) as soon as practicable after the appointment of such Agent, in the case of each of clauses (i), (ii) and (iii), or such other office as the relevant Agent may designate from time to time by providing notice to the Issuer and the Holders in writing in accordance with Condition 14 (*Notices*).

"Specified Interest Payment Date" means the date(s) specified as such in the relevant Pricing Supplement.

"Specified Period" means the period(s) specified as such in the relevant Pricing Supplement.

"STIBOR" means, in respect of any specified maturity, the interest rate benchmark known as the Stockholm Interbank Offered Rate that is calculated and published by a designated distributor (currently NASDAQ OMX Stockholm) in accordance with the requirements from time to time of Swedish Bankers' Association (or any other Person that takes over the administration of that rate) based on estimated Swedish krona denominated interbank borrowing rates for such maturity that are provided by a panel of contributor banks.

"Substitute Issuer" has the meaning assigned to such term in subclause (a) of Condition 16 (*Issuer Substitution*).

"Substitution Documents" has the meaning assigned to such term in subclause (a)(v) of Condition 16 (*Issuer Substitution*).

"sub-unit" means (i) with respect to euro, one cent, and (ii) with respect to any other currency, the lowest amount of such currency that is available as legal tender in the country of such currency.

"Swiss Banking Act" means the Swiss Federal Banking Act of 8 November 1934, as may be amended from time to time.

"Swiss Banking Insolvency Ordinance" means the Ordinance of 30 August 2012 of FINMA on the Insolvency of Banks and Securities Dealers, as may be amended from time to time.

"Swiss Code" means the Swiss Code of Obligations, as may be amended from time to time.

"Swiss Franc Notes" means Notes denominated in Swiss francs.

"Swiss Paying Agent" has the meaning assigned to such term in subclause (c)(i) of Condition 8 (*Payments; Agents*).

"Swiss Resolution Authority" means FINMA or any other authority in Switzerland that is competent under Swiss law to exercise a Swiss Resolution Power or to order Protective Measures at the relevant time.

"Swiss Resolution Power" means any statutory power of the Swiss Resolution Authority that it may exercise during Restructuring Proceedings as set forth in article 28 et seq. of the Swiss Banking Act and article 40 et seq. of the Swiss Banking Insolvency Ordinance, or in any successor Swiss law or regulation or analogous Swiss law or regulation applicable to bank holding companies incorporated under the laws of Switzerland such as UBS Group AG, including, without limitation, the power to (i) transfer the assets of the entity subject to such Restructuring Proceedings, or portions thereof, together with such entity's debt, other liabilities and contracts, or portions thereof, to another entity, (ii) stay (for a maximum of two business days) the termination of, or the exercise of (w) rights to terminate, (x) netting rights, (y) rights to enforce or dispose of certain types of collateral or (z) rights to transfer claims, liabilities or certain collateral under, contracts to which the entity subject to such Restructuring Proceedings is a party, (iii) convert the debt of the entity subject to such Restructuring Proceedings into equity, and/or (iv) partially or fully write-down the obligations of the entity subject to such Restructuring Proceedings.

"**TARGET2 System**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system that utilizes a single shared platform and that was launched on 19 November 2007.

"**Tax Event**" has the meaning assigned to such term in subclause (b)(ii) of Condition 7 (*Redemption and Purchase*).

"**Tax Jurisdiction**" means Switzerland.

"**Tax Redemption Amount**" means the tax redemption amount specified in the relevant Pricing Supplement.

"**Taxes**" has the meaning assigned to such term in Condition 9 (*Taxation*).

"**Terms and Conditions of the Notes**" means these General Terms and Conditions as completed, supplemented, modified or replaced by the information contained in the relevant Pricing Supplement. To the extent that the information in the Pricing Supplement supplements, modifies or replaces these General Terms and Conditions, it shall do so only for the purpose of the Tranche of Notes to which the relevant Pricing Supplement relates. To the extent that there is any inconsistency between these General Terms and Conditions and the terms and conditions that appear in the relevant Pricing Supplement, the terms and conditions that appear in the relevant Pricing Supplement shall prevail.

"**Tranche**" means the tranche specified in the relevant Pricing Supplement.

"**UBS Group Restructuring Event**" means the opening of UBS Group Restructuring Proceedings by the Swiss Resolution Authority.

"**UBS Group Restructuring Proceedings**" means Restructuring Proceedings with respect to UBS Group AG.

"**Uncertificated Notes**" means Notes issued in uncertificated form.

"**US Exchange Act**" means the US Securities and Exchange Act of 1934, as amended.

"**US Federal Funds Rate**" means, with respect to any Interest Period,

- (i) the rate with respect to the related Interest Determination Date for US dollar federal funds as published in H.15(519) under the caption "Federal funds (effective)" and displayed on Reuters (or any successor service) on page FEDFUNDS1 under the caption "EFFECT" (or any other page as may replace the specified page on that service) ("**FEDFUNDS1 Page**"); or
- (ii) if the rate referred to in clause (i) above does not so appear on the FEDFUNDS1 Page or is not so published by 5.00 P.M., New York City time, on the related Interest Determination Date, the rate with respect to such Interest Determination Date for US dollar federal funds as published in H.15 Daily Update, or such other recognised electronic source used for the purpose of displaying the applicable rate, under the caption "Federal funds (effective)"; or
- (iii) if the rate referred to in clause (ii) above is not so published by 5.00 P.M., New York City time, on the related Interest Determination Date, the rate for the last preceding such Interest Determination Date for which such rate is set forth in H.15(519) opposite the caption "Federal funds (effective)", as such rate is displayed on the FEDFUNDS1 Page.

"**US Investment Company Act**" means the US Investment Company Act of 1940, as amended.

"**US Securities Act**" means the US Securities Act of 1933, as amended.

"**Voluntary Issuer Substitution**" has the meaning assigned to such term in subclause (a) of Condition 16 (*Issuer Substitution*).

2. AMOUNT, DENOMINATION AND FORM

(a) *General*

- (i) The initial aggregate principal amount of the Notes is specified in the relevant Pricing Supplement. All payments in relation to the Notes will be made in the same currency as the aggregate principal amount (i.e., the Specified Currency). The Notes are issued to Holders in the Specified Denominations specified in the relevant Pricing Supplement.
- (ii) The relevant Pricing Supplement indicates whether the Notes are Uncertificated Notes or Registered Notes.

(b) *Uncertificated Notes*

Each Tranche of Uncertificated Notes will be issued in uncertificated form as uncertificated securities (*Wertrechte*) in accordance with 973c of the Swiss Code of Obligations, which will be created by the Issuer by means of a registration in its register of uncertificated securities (*Wertrechtbuch*). Such uncertificated securities will then be entered into the main register (*Hauptregister*) of SIS or any other intermediary in Switzerland recognised for such purposes by SIX Swiss Exchange (SIS or any such other intermediary, the "**Intermediary**"). Once the uncertificated securities are registered in the main register (*Hauptregister*) of the Intermediary and entered into the accounts of one or more participants of the Intermediary, the Uncertificated Notes will constitute intermediated securities (*Bucheffekten*) ("**Intermediated Securities**") within the meaning of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*).

For so long as Uncertificated Notes are Intermediated Securities, the Uncertificated Notes may only be transferred by the entry of the transferred Uncertificated Notes in a securities account of the transferee, as set out in the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*) regarding the transfer of Intermediated Securities. The records of the Intermediary will determine the number of Uncertificated Notes held through each participant in that Intermediary.

Neither the Issuer nor any Holder will at any time have the right to effect or demand the conversion of the Uncertificated Notes into, or the delivery of, a permanent global certificate (*Globalurkunde*) or individually certificated securities (*Wertpapiere*).

(c) *Registered Notes*

(i) *Registered Global Certificates*

- (A) Registered Notes that are initially sold in the United States to "qualified institutional buyers" (each, a "**QIB**") within the meaning of Rule 144A under the US Securities Act ("**Rule 144A**") are initially represented by one or more permanent registered global certificates (each, a "**Rule 144A Registered Global Certificate**"), without interest coupons, deposited with the Fiscal Agent as custodian for, and registered in the name of Cede & Co. as nominee for, DTC. Registered Notes that are initially sold in an "offshore transaction" within the meaning of Regulation S of the US Securities Act are initially represented by one or more permanent registered global certificates (each, a "**Regulation S Registered Global Certificate**"), without interest coupons, deposited with the Fiscal Agent as custodian for, and registered in the name of Cede & Co. as nominee for, DTC, *provided* that upon such Regulation S Registered Global Certificate's deposit, all beneficial interests in the Registered Notes represented thereby are maintained at or through Euroclear and/or Clearstream, Luxembourg until expiration of the Distribution Compliance Period. The form of Regulation S Registered Global Certificate and the form of Rule 144A Registered Global

Certificate are set out in the Fiscal Agency Agreement, which will be made available by the Registrar to any Holder upon request.

- (B) The aggregate principal amount of the Registered Notes represented by each of the Registered Global Certificates may from time to time be increased or decreased by adjustments made on the records of the Registrar. Every Registered Global Certificate shall have affixed a schedule for the purpose of recording adjustments in the aggregate principal amount thereof; *provided, however*, that, in the event of a discrepancy between the principal amounts recorded on such schedule and the amounts listed on the records of the Registrar, the principal amounts listed on the records of the Registrar will control. Any beneficial interest of an Indirect Holder in any Note represented by one of the Registered Global Certificates that is transferred to a Person who takes delivery in the form of a beneficial interest in such Registered Note represented by another Registered Global Certificate will, upon transfer, cease to be a beneficial interest in such first Registered Global Certificate and become a beneficial interest in the other Registered Global Certificate and, accordingly, will thereafter be subject to all transfer restrictions, if any, and other procedures applicable to beneficial interests in such other Registered Global Certificate for as long as it retains such an interest.
 - (C) The Holder of a Registered Global Certificate may grant proxies and otherwise authorise any Person, including, without limitation, participants of DTC or another Relevant Clearing System and Persons that may hold interests through such participants, to take any action that a Holder is entitled to take under the Terms and Conditions of the Notes or the Registered Notes represented by such Registered Global Certificate.
 - (D) In the case of Registered Notes, so long as the Notes are represented by one or more Registered Global Certificates deposited with, or with a custodian for, the Depositary, although the Holders are the only Persons entitled to participate in, and vote at, any meeting of Holders, the Holder of a Registered Global Certificate may grant proxies and otherwise authorise any Person, including, without limitation, participants of a Relevant Clearing System and Persons that may hold interests through such participants, to take any action that the Holder is entitled to take under the Terms and Conditions of the Notes or the Notes, and nothing in the Terms and Conditions of the Notes will prevent the Issuer or the Agents or any of their respective agents from giving effect to any such proxies or other authorisations furnished by the Holder of a Registered Global Certificate for purposes of this Condition 2(c)(i)(D). The Holder of a Registered Global Certificate shall (i) obtain instructions from the relevant Indirect Holders in respect of any meeting of Holders, (ii) vote at such meeting in respect of each Registered Note represented by such Registered Global Certificate in accordance with the instructions received from the relevant Indirect Holder and (iii) abstain from representing any Note represented by such Registered Global Certificate at a meeting of Holders for which it has not received an instruction from the relevant Indirect Holder. Only the Notes represented by such Registered Global Certificate for which the Holder received an instruction by the relevant Indirect Holder to take part at a meeting of Holders will be deemed to be present or represented at such meeting.
- (ii) *Registered Definitive Certificates*
 - (A) Definitive Notes in registered form (each, a "**Registered Definitive Certificate**") shall be issued, and a Registered Global Certificate will

be exchanged, in whole, but not in part, for Registered Definitive Certificates, if (and only if):

- (1) the Depositary notifies the Issuer that it is no longer willing or able to discharge properly its responsibilities as depositary with respect to some or all of the Registered Global Certificates, or ceases to be a "clearing agency" registered under the US Exchange Act; or
 - (2) at any time the Depositary is no longer eligible to act as such, or the Registered Notes cease for any reason to be eligible for clearing through the Depositary, and the Issuer is unable to locate a qualified successor within 90 days of receiving notice of such ineligibility of the Depositary or of the Registered Notes, as the case may be, from or on behalf of the Depositary; or
 - (3) issuance of the Registered Definitive Certificates is required by Swiss or other applicable laws or regulations in connection with the enforcement of rights under the Registered Notes; or
 - (4) the Issuer provides its consent.
- (B) If a Registered Global Certificate is to be exchanged for Registered Definitive Certificates pursuant to Condition 2(c)(ii)(A), the Issuer will procure the prompt delivery (free of charge) of Registered Definitive Certificates to the Fiscal Agent, duly executed without interest coupons, registered in the names of the relevant Indirect Holders, addresses and denominations (subject to the Specified Denomination) provided in a written notice to be given by the Depositary or the Issuer to the Fiscal Agent (which notice shall be given subject to the Depositary's procedures and also specify the taxpayer identification number, if any, of each Person in whose name such Registered Definitive Certificates are to be registered). Upon written direction of the Issuer, the Fiscal Agent will deliver such Registered Definitive Certificates to the Holders thereof not later than five Business Days after receipt by the Fiscal Agent of the written notice provided by the Depositary (or the Issuer, as applicable) referred to above (and any other necessary information as the Fiscal Agent may reasonably request from the Issuer at such time). The Fiscal Agent shall promptly cancel and deliver to the Issuer the surrendered Registered Global Certificates. The form of Registered Definitive Certificate that will be issued in exchange for a beneficial interest in a Registered Note represented by a Rule 144A Registered Global Certificate and the form of Registered Definitive Certificate that will be issued in exchange for a beneficial interest in a Registered Note represented by a Regulation S Registered Global Certificate are set out in the Fiscal Agency Agreement, which will be made available by the Registrar to any Holder upon request.

3. **TRANSFER OF REGISTERED NOTES**

(a) ***General***

- (i) Subject to Conditions 3(b) and 3(c), title to Registered Notes will pass on transfer by assignment (*Zession*) and due registration in the Register. All transfers of Registered Notes and entries on the Register will be made subject to the provisions concerning transfers of Registered Notes set forth in the Fiscal Agency Agreement, which will be made available by the Registrar to any Holder upon written request.

- (ii) Transfers of Registered Notes, or of beneficial interests in Registered Notes represented by Registered Global Certificates, may be made only in accordance with the legend set forth upon the face of the applicable Registered Global Certificate or Registered Definitive Certificate, and the Registrar will not be required to accept for registration of transfer any Registered Note or beneficial interests in Registered Notes except upon presentation of evidence satisfactory to the Fiscal Agent and the Registrar that such transfer is being made in compliance with such legend.
 - (iii) Transfers of Registered Notes and the issue of new Registered Global Certificates or Registered Definitive Certificates, as the case may be, on transfer will be effected without charge by or on behalf of the Issuer or the Registrar, but upon payment of any tax or other governmental charges that may be imposed in relation to the transfer (or the giving of such indemnity as the Fiscal Agent or the Registrar may require) by the Holder.
 - (iv) No Holder may require the transfer of a Registered Note to be registered (x) during the period of 15 days ending on (and including) the due date for redemption of the Registered Notes pursuant to Condition 7 (*Redemption and Purchase*), or (y) during the period of 15 days ending on (and including) the Record Date for any Interest Payment Date.
 - (v) No Person (including any Indirect Holder) other than the Holder(s) will have any rights, or be owed any obligations by the Issuer, under the Registered Notes. Payments of principal, interest or any other amount in respect of Registered Notes will be made only to the Person shown on the Register as the registered holder of such Registered Note (i.e., the Holder) at close of business on the relevant Record Date.
- (b) ***Transfer of Registered Notes represented by a Registered Global Certificate***
- (i) Registered Global Certificates may be transferred only in whole, but not in part, and only to a Relevant Clearing System or any of their respective successors or nominees except as provided below. Beneficial interests of Indirect Holders in Registered Notes represented by Registered Global Certificates will be transferred only in accordance with the rules and procedures of such Relevant Clearing System, the provisions of the Fiscal Agency Agreement and this Condition 3(b).
 - (ii) A beneficial interest in a Registered Note represented by a Regulation S Registered Global Certificate may be transferred to a Person who takes delivery in the form of a beneficial interest in a Registered Note represented by a Rule 144A Registered Global Certificate during the Distribution Compliance Period, only if such exchange occurs in connection with a transfer of beneficial interests in the Registered Notes pursuant to Rule 144A and the transferor first delivers to the Fiscal Agent and the Registrar a written certificate substantially in the form of a certificate available on request from the Registrar to the effect that the beneficial interests in the Registered Notes are being transferred to a Person who the transferor reasonably believes is a QIB within the meaning of Rule 144A under the US Securities Act, purchasing the beneficial interests in the Registered Notes for its own account or the account of a QIB in a transaction meeting the requirements of Rule 144A and in accordance with all applicable securities laws of the states of the United States and other jurisdictions.
 - (iii) A beneficial interest in a Registered Note represented by a Rule 144A Registered Global Certificate may be transferred to a Person who takes delivery in the form of a beneficial interest in a Registered Note represented by a Regulation S Registered Global Certificate, whether before or after the expiration of the Distribution Compliance Period, only if the transferor first delivers to the Fiscal Agent and the Registrar a written certificate substantially in the form of a certificate available on request from the Registrar to the effect that the transfer is

being conducted in compliance with Rule 903 or Rule 904 of Regulation S under the US Securities Act.

- (iv) Until the termination of the Distribution Compliance Period, beneficial interests in any Regulation S Registered Global Certificate may be held only through participants acting for and on behalf of Euroclear and/or Clearstream, Luxembourg, *provided* that this subclause (iv) shall not prohibit any transfer in accordance with subclause (ii) of this Condition 3(b).

(c) ***Transfer of Registered Notes represented by a Registered Definitive Certificate***

- (i) If and when Registered Definitive Certificates have been issued pursuant to Condition 2(c)(ii), one or more Registered Notes may be transferred only in accordance with the legends set forth upon the face of the relevant Registered Definitive Certificate and only upon the surrender (at the Specified Office of the Registrar) of the Registered Definitive Certificate representing such Registered Notes to be transferred, together with the form of transfer attached to such Registered Definitive Certificate (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Fiscal Agent and the Registrar may reasonably require. A new Registered Definitive Certificate shall be issued to the transferee in respect of the Registered Notes that are the subject of the relevant transfer and, in the case of a transfer of part only of a holding of Registered Notes represented by one Registered Definitive Certificate, a new Registered Definitive Certificate in respect of the balance of the Registered Notes not transferred shall be issued to the transferor. In the case of a transfer of Registered Notes to a Person who is already a Holder, a new Registered Definitive Certificate representing the enlarged holding may be issued but only against surrender of the Registered Definitive Certificate representing the existing holding of such Person.
- (ii) Each new Registered Definitive Certificate to be issued pursuant to Condition 2(c)(ii) shall be available for delivery within three Relevant Banking Days of receipt of the form of transfer and surrender of the relevant Registered Definitive Certificate. Delivery of new Registered Definitive Certificate(s) will be made at the Specified Office of the Fiscal Agent to whom delivery and surrender of such form of transfer and Registered Definitive Certificate or, as the case may be, surrender of such Registered Definitive Certificate, will have been made or, at the option of the relevant Holder and as specified in the relevant form of transfer or otherwise in writing, be mailed by uninsured post at the risk of the Holder entitled to the new Registered Definitive Certificate to such address as may be so specified, unless such Holder requests otherwise and pays in advance to the Fiscal Agent the costs of such other method of delivery and/or such insurance as it may specify.

(d) ***Rule 144A***

Each Registered Note that is initially sold in the United States to a QIB will not be registered under the US Securities Act, or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be sold, pledged or otherwise transferred, except (w) in accordance with Rule 144A to a Person that the Holder and any Person acting on its behalf reasonably believe is a QIB that is acquiring the Registered Notes for its own account or for the account of one or more QIBs, (x) in an offshore transaction in accordance with Rule 903 or 904 of Regulation S under the US Securities Act, (y) pursuant to an exemption from registration under Rule 144 under the US Securities Act, if available or (z) pursuant to an effective registration statement under the US Securities Act, in each case, in accordance with any applicable securities laws of any state of the United States.

4. **STATUS OF THE NOTES**

The Notes constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* and without any preference among themselves and with all other present and future unsecured and unsubordinated obligations of the Issuer, except for such obligations that are preferred in accordance with applicable law at the relevant time.

5. **[RESERVED]**

6. **INTEREST**

The relevant Pricing Supplement indicates whether the Notes are Fixed Rate Notes, Fixed Rate/Fixed Rate Notes, Floating Rate Notes or Fixed Rate/Floating Rate Notes.

(a) ***Fixed Rate Notes and Fixed Rate/Fixed Rate Notes***

This Condition 6(a) applies to Fixed Rate Notes and Fixed Rate/Fixed Rate Notes only.

(i) The Notes shall bear interest on their principal amount at the applicable Fixed Rate of Interest from and including (or, in the case of Swiss Franc Notes, from but excluding) the Interest Commencement Date to but excluding (or, in the case of Swiss Franc Notes, to and including) (i) if the Notes are early redeemed pursuant to clause (b), (c), (d) or (e) of Condition 7 (*Redemption and Purchase*), the applicable Early Redemption Date, or (ii) otherwise, the Maturity Date; *provided, however*, that if (upon due presentation thereof where presentation is required) payment with respect to any Note is improperly withheld or refused on such Early Redemption Date or the Maturity Date, as the case may be, interest will continue to accrue on the principal amount of such Note (both before and after judgment) at the applicable Fixed Rate of Interest to but excluding (or, in the case of Swiss Franc Notes, to and including) the Relevant Date. Interest on the Notes will be payable in arrear on each Interest Payment Date.

(ii) ***Calculation of amount of interest per Calculation Amount***

(A) The amount of interest payable in respect of the Notes per Calculation Amount on each Interest Payment Date (in the case of Fixed Rate/Fixed Rate Notes, falling on or prior to the Reset Date) will amount to the Fixed Coupon Amount, unless the relevant Pricing Supplement specifies that the Broken Amount is applicable to any such Interest Payment Date, in which case the amount of interest payable in respect of the Notes on such Interest Payment Date per Calculation Amount will amount to the Broken Amount.

(B) If interest is required to be paid in respect of a Note on any other date (including, for the avoidance of doubt, in the case of Fixed Rate/Fixed Rate Notes, any Interest Payment Date falling after the Reset Date), the amount of interest payable per Calculation Amount will be calculated by:

- (1) applying the applicable Fixed Rate of Interest to the Calculation Amount;
- (2) multiplying the product thereof by the Day Count Fraction; and
- (3) rounding the resulting figure to the nearest sub-unit of the Specified Currency (one half of any such sub-unit being rounded upwards).

(iii) ***Calculation of amount of interest per Note***

The amount of interest payable in respect of a Note will be the product of:

- (A) the amount of interest per Calculation Amount; and
 - (B) the number by which the Calculation Amount is required to be multiplied to equal the principal amount of such Note.
- (iv) In the case of Fixed Rate/Fixed Rate Notes, the Issuer will (A) as soon as practicable after the Relevant Time on the Reset Determination Date, determine the Fixed Rate of Interest applicable to the Reset Period, and (B) as soon as practicable after such determination but in any event not later than the first day of the Reset Period, cause such Fixed Rate of Interest to be notified to the Relevant Agent and the Paying Agents and any stock exchange or other relevant authority on which the Notes are at the relevant time listed and to be published in accordance with Condition 14 (*Notices*).

(b) ***Floating Rate Notes***

This Condition 6(b) applies to Floating Rate Notes only.

- (i) The Notes will bear interest on their principal amount at the applicable Floating Rate of Interest from and including (or, in the case of Swiss Franc Notes, from but excluding) the Interest Commencement Date to but excluding (or, in the case of Swiss Franc Notes, to and including) (i) if the Notes are early redeemed pursuant to clause (b), (c), (d) or (e) of Condition 7 (*Redemption and Purchase*), the applicable Early Redemption Date, or (ii) otherwise, the Maturity Date; *provided, however*, that if (upon due presentation thereof where presentation is required) payment with respect to any Note is improperly withheld or refused on such Early Redemption Date or the Maturity Date, as the case may be, interest will continue to accrue on the principal amount of such Note (both before and after judgment) at the applicable Floating Rate of Interest to but excluding (or, in the case of Swiss Franc Notes, to and including) the Relevant Date. Interest on the Notes will be payable in arrear on each Interest Payment Date.
- (ii) *Calculation of amount of interest per Calculation Amount*
The amount of interest payable per Calculation Amount on any date (including, for the avoidance of doubt, any Interest Payment Date) will be calculated by:
 - (A) applying the applicable Floating Rate of Interest to the Calculation Amount;
 - (B) multiplying the product thereof by the Day Count Fraction; and
 - (C) rounding the resulting figure to the nearest sub-unit of the Specified Currency (one half of any such sub-unit being rounded upwards).

(iii) *Calculation of amount of interest per Note*

The amount of interest payable in respect of a Note will be the product of:

- (A) the amount of interest per Calculation Amount; and
- (B) the number by which the Calculation Amount is required to be multiplied to equal the principal amount of such Note.

(c) ***Fixed Rate/Floating Rate Notes***

This Condition 6(c) applies to Fixed Rate/Floating Rate Notes only.

- (i) The Notes will bear interest on their principal amount at the applicable Rate of Interest from and including (or, in the case of Swiss Franc Notes, from but excluding) the Interest Commencement Date to but excluding (or, in the case of Swiss Franc Notes, to and including) (i) if the Notes are early redeemed pursuant to clause (b), (c), (d) or (e) of Condition 7 (*Redemption and Purchase*), the

applicable Early Redemption Date, or (ii) otherwise, the Maturity Date; *provided, however*, that if (upon due presentation thereof where presentation is required) payment with respect to any Note is improperly withheld or refused on such Early Redemption Date or the Maturity Date, as the case may be, interest will continue to accrue on the principal amount of such Note (both before and after judgment) at the applicable Rate of Interest to but excluding (or, in the case of Swiss Franc Notes, to and including) the Relevant Date. Interest on the Notes will be payable in arrear on each Interest Payment Date.

(ii) *Calculation of amount of interest per Calculation Amount*

- (A) The amount of interest payable in respect of the Notes per Calculation Amount on each Interest Payment Date falling on or prior to the Floating Rate Commencement Date will amount to the Fixed Coupon Amount, unless the relevant Pricing Supplement specifies that the Broken Amount is applicable to any such Interest Payment Date, in which case the amount of interest payable in respect of the Notes on such Interest Payment Date per Calculation Amount will amount to the Broken Amount.
- (B) If interest is required to be paid in respect of a Note on any other date (including, for the avoidance of doubt, any Interest Payment Date falling after the Floating Rate Commencement Date), the amount of interest payable per Calculation Amount will be calculated by:
- (1) applying the applicable Rate of Interest to the Calculation Amount;
 - (2) multiplying the product thereof by the Day Count Fraction; and
 - (3) rounding the resulting figure to the nearest sub-unit of the Specified Currency (one half of any such sub-unit being rounded upwards).

(iii) *Calculation of amount of interest per Note*

The amount of interest payable in respect of a Note will be the product of:

- (A) the amount of interest per Calculation Amount; and
- (B) the number by which the Calculation Amount is required to be multiplied to equal the principal amount of such Note.

(d) ***Floating Rate of Interest***

This Condition 6(d) applies to Floating Rate Notes and Fixed Rate/Floating Rate Notes only.

(i) *Calculation of Floating Rate of Interest*

The interest rate that will apply to the Notes for each Interest Period (the "**Floating Rate of Interest**") will, subject as provided below, be:

- (A) if the Reference Rate is the US Federal Funds Rate, the US Federal Funds Rate for such Interest Period;
- (B) in any other case,
- (1) if the Reference Rate is a composite quotation or customarily supplied by one entity, the offered quotation; or
 - (2) 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 that appears on the Relevant Screen Page as at the Relevant Time on the Interest Determination Date in relation to such Interest Period plus or minus (as indicated in the relevant Pricing Supplement) the Margin (if any), all as determined by the Calculation Agent. In the case of subclause (2) above, if five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the Relevant Screen Page is not available or, if in the case of subclause (B)(1) of the immediately preceding paragraph, no such offered quotation appears or, in the case of subclause (B)(2) of the immediately preceding paragraph, fewer than three such offered quotations appear, in each case as at the Relevant Time,

- (x) in the case of a Reference Rate other than LIBOR or EURIBOR, the Calculation Agent shall determine the Floating Rate of Interest in accordance with the provisions set forth in the relevant Pricing Supplement; and
- (y) in the case of LIBOR or EURIBOR, the Calculation Agent shall request each of the Reference Banks to provide the Calculation Agent with its bid rate or offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Relevant Time on the relevant Interest Determination Date. If two or more of the Reference Banks provide the Calculation Agent with such rates or offered quotations, the Floating Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of such rates or offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Calculation Agent.

If on the relevant Interest Determination Date one only or none of the Reference Banks provides the Calculation Agent with such offered quotations, the Floating Rate of Interest for the relevant Interest Period shall be the rate per annum that the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates for deposits in the Specified Currency, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Relevant Time on the relevant Interest Determination Date, for a period equal to that which would have been used for the Reference Rate by leading banks in the London interbank market (if the Reference Rate is LIBOR) or the Eurozone interbank market (if the Reference Rate is EURIBOR) plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Calculation Agent with such 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 rate for deposits in the Specified Currency, at approximately the Relevant Time on the

relevant Interest Determination Date, for a period equal to that which would have been used for the Reference Rate, at which any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in the London interbank market (if the Reference Rate is LIBOR) or the Eurozone interbank market (if the Reference Rate is EURIBOR) plus or minus (as appropriate) the Margin (if any); *provided, however*, that, if the Floating Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Floating Rate of Interest 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).

(ii) *Minimum and/or Maximum Floating Rate of Interest*

If the relevant Pricing Supplement specifies a Minimum Floating Rate of Interest for any Interest Period, then, in the event that the Floating Rate of Interest in respect of such Interest Period determined in accordance with the provisions of subclause (i) of this Condition 6(d) is less than such Minimum Floating Rate of Interest, the Floating Rate of Interest for such Interest Period will be such Minimum Floating Rate of Interest. Unless otherwise stated in the relevant Pricing Supplement, the Minimum Floating Rate of Interest will be zero.

If the relevant Pricing Supplement specifies a Maximum Floating Rate of Interest for any Interest Period, then, in the event that the Floating Rate of Interest in respect of such Interest Period determined in accordance with the provisions of subclause (i) of this Condition 6(d) is greater than such Maximum Floating Rate of Interest, the Floating Rate of Interest for such Interest Period will be such Maximum Floating Rate of Interest.

(iii) *Determination of Floating Rate of Interest and Interest Amount in relation to an Interest Period*

On the relevant Interest Determination Date for each Interest Period, the Calculation Agent will, as soon as practicable after the Relevant Time, determine the Floating Rate of Interest for such Interest Period and calculate the amount of interest payable per Calculation Amount on the Interest Payment Date in relation to such Interest Period in accordance with Condition 6(b)(ii) or Condition 6(c)(ii)(B), as applicable (each, an "**Interest Amount**").

(iv) *Notification of Floating Rate of Interest, Interest Amount and interest amount payable upon early redemption*

With respect to each Interest Period, as soon as practicable after such determination but in any event not later than the first day of the relevant Interest Period, the Calculation Agent will cause (x) the relevant Floating Rate of Interest and the relevant Interest Amount determined by it, together with the relevant Interest Payment Date in relation to such Interest Period, to be notified to the Issuer, the Relevant Agent and the Paying Agents, and (y) the relevant Floating Rate of Interest determined by it to be notified to any stock exchange or other relevant authority on which the Notes are at the relevant time listed and to be published in accordance with Condition 14 (*Notices*).

If the Notes are to be redeemed pursuant to clause (b), (c), (d) or (e) of Condition 7 (*Redemption and Purchase*) and, in the case of Fixed Rate/Floating Rate Notes, the Early Redemption Date falls in the Floating Rate Period, the Calculation Agent shall

calculate any interest amount payable on the Early Redemption Date and cause such interest amount to be notified to Issuer, the Relevant Agent and the Paying Agents and to any stock exchange or other relevant authority on which the Notes are at the relevant time listed and to be published in accordance with Condition 14 (*Notices*) no later than two Business Days prior to the Early Redemption Date.

(v) *Notifications, etc. to be final*

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes this Condition 6(d), will (in the absence of wilful misconduct, bad faith and manifest error) be binding on the Issuer, the Calculation Agent, the Relevant Agent, the Paying Agents and the Holders, and (in the absence of wilful misconduct, bad faith and gross negligence) no liability to the Issuer or the Holders will attach to the Calculation Agent in connection with the exercise or non-exercise by the Calculation Agent of its powers, duties and discretions under this Condition 6(d).

7. **REDEMPTION AND PURCHASE**

(a) ***Final redemption***

Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed on the Maturity Date at the Final Redemption Amount, together with accrued and unpaid interest thereon to but excluding (or, in the case of Swiss Franc Notes, to and including) the Maturity Date, if any.

(b) ***Early redemption due to a Tax Event***

(i) Subject to clause (f) of this Condition 7, upon the occurrence of a Tax Event at any time after the Issue Date, the Issuer may elect, in its sole discretion, to redeem the Notes, in whole but not in part, on the relevant Early Redemption Date at the Tax Redemption Amount, together with any accrued and unpaid interest thereon to but excluding (or, in the case of Swiss Franc Notes, to and including) such Early Redemption Date.

(ii) A "**Tax Event**" will have occurred if the Issuer in making any payments on the Notes (A) has paid, or will or would on the next payment date be required to pay, Additional Amounts, or (B) has paid, or will or would be required to pay, any additional Tax in respect of the Notes, in the case of each of subclauses (A) and (B) of this clause (ii), as a result of any changes in, or amendment to, the laws or regulations of a Tax Jurisdiction or any political subdivision thereof or any authority of or in a Tax Jurisdiction or any political subdivision thereof having the power to impose, levy, collect, withhold or assess Taxes, including, without limitation, any treaty to which a Tax Jurisdiction is a party, or any generally published application or interpretation of such laws (including, without limitation, a decision of any court or tribunal, any generally published application or interpretation of such laws by any relevant tax authority or any generally published pronouncement by any relevant tax authority), and the Issuer cannot avoid the foregoing by taking measures reasonably available to it.

(c) ***Early redemption at the option of the Issuer (Issuer Call)***

The relevant Pricing Supplement indicates whether the Notes are subject to redemption at the option of the Issuer prior to the Maturity Date (other than upon a Tax Event, a Make-Whole Redemption or an Ineligibility Issuer Call) (an "**Issuer Call**"). If the Issuer Call is specified as being applicable in the relevant Pricing Supplement, then, subject to clause (f) of this Condition 7, the Issuer may elect, in its sole discretion, to redeem the Notes, in whole but not in part, on any Optional Redemption Date at the Optional Redemption Amount, together with any accrued and unpaid interest thereon to but excluding (or, in the case of Swiss Franc Notes, to and including) such Optional Redemption Date.

(d) ***Early redemption at the option of the Issuer (Make-Whole Redemption)***

The relevant Pricing Supplement indicates whether the Notes are subject to redemption at the option of the Issuer prior to the Maturity Date (other than upon a Tax Event, an Issuer Call or an Ineligibility Issuer Call) (a "**Make-Whole Redemption**"). If Make-Whole Redemption is specified as being applicable in the relevant Pricing Supplement, then, subject to clause (f) of this Condition 7, the Issuer may elect, in its sole discretion, to redeem the Notes, in whole but not in part, on any Make-Whole Redemption Date at the Make-Whole Redemption Amount, together with any accrued and unpaid interest thereon to but excluding (or, in the case of Swiss Franc Notes, to and including) such Make-Whole Redemption Date.

(e) ***Early redemption due to an Ineligibility Event***

(i) The relevant Pricing Supplement indicates whether the Notes are subject to redemption at the option of the Issuer upon the occurrence of an Ineligibility Event (an "**Ineligibility Issuer Call**"). If the Ineligibility Issuer Call is specified as being applicable in the relevant Pricing Supplement and an Ineligibility Event has occurred and is continuing, then, subject to clause (f) of this Condition 7, the Issuer may elect, in its sole discretion, to redeem the Notes, in whole but not in part, on any Ineligibility Event Redemption Date at the Ineligibility Event Redemption Amount, together with any accrued and unpaid interest thereon to but excluding (or, in the case of Swiss Franc Notes, to and including) such Ineligibility Event Redemption Date.

(ii) An "**Ineligibility Event**" will have occurred if as a result of a change in the Capital Adequacy Ordinance and/or FSB TLAC Standard after the Issue Date the Notes cease to be eligible in their entirety to be treated as both (A) debt instruments for loss absorbency in the course of insolvency measures (*Schuldinstrumente zur Verlusttragung bei Insolvenzmassnahmen*) under the Capital Adequacy Ordinance and (B) External TLAC under the FSB TLAC Standard.

(f) ***Conditions for early redemption***

(i) If the Issuer elects to redeem the Notes pursuant to clause (b), (c), (d) or (e) of this Condition 7, the Issuer shall give the Holders not less than 30 and not more than 60 days' (or such other period as may be specified in the relevant Pricing Supplement) prior notice in accordance with Condition 14 (*Notices*) (an "**Early Redemption Notice**"), which notice will, subject to clause (iv) of this Condition 7(f), be irrevocable and must specify (x) the clause of this Condition 7 pursuant to which the redemption is to be made, (y) if any Registered Definitive Certificates have been issued, the method by which Notes to be redeemed will be tendered, and (z) the date (which shall be a Business Day) on which the Issuer will redeem the Notes pursuant to such clause of this Condition 7 (such specified date, the "**Early Redemption Date**").

(ii) The Issuer may only redeem the Notes pursuant to clause (b), (c), (d) or (e) of this Condition 7 if FINMA has approved such redemption on or prior to the relevant Early Redemption Date, if such approval is then required under applicable Swiss laws and regulations.

(iii) If the Issuer elects to redeem the Notes pursuant to clause (b) or (e) of this Condition 7, then prior to the publication of the relevant Early Redemption Notice pursuant to clause (i) of this Condition 7(f), the Issuer shall deliver to the Relevant Agent a certificate signed by two Authorised Signatories stating that the relevant requirement or circumstance giving rise to the right to redeem under clause (b) of this Condition 7 is satisfied and the reasons therefor and such certificate will be conclusive and binding on the Holders.

(iv) Notwithstanding the foregoing, if the Issuer has delivered an Early Redemption Notice pursuant to this Condition 7, but, prior to the payment of the redemption amount with respect to such redemption, a Restructuring Event occurs, then such Early Redemption Notice will be automatically rescinded and will be of no force and effect, such redemption will be cancelled, payment of the redemption amount in respect of such Early Redemption Notice will no longer be due and payable and no such redemption of the Notes will take place.

(g) **Purchases**

The Issuer or any other member of the Group or any of their respective affiliates may at any time purchase Notes at any price in the open market or otherwise, *provided* that, other than in the case of purchases made in connection with stabilisation measures in compliance with applicable law or in connection with any market making in the Notes, FINMA has approved such purchase (if such approval is then required under applicable Swiss laws and regulations) on or prior to the date of such purchase. Any Notes so purchased may, at the option of the Issuer, be held, reissued, resold or surrendered to the Relevant Agent for cancellation.

(h) **Cancellation**

All Notes redeemed in accordance with this Condition 7 will be cancelled and may not be reissued or resold. All Notes purchased and surrendered to the Relevant Agent pursuant to clause (g) of this Condition 7 shall be immediately cancelled upon surrender and may not be reissued or sold.

8. **PAYMENTS; AGENTS**

(a) All payments required to be made under the Notes will be made available in good time in freely disposable funds in the Specified Currency, which will be placed at the free disposal of the Relevant Agent on behalf of the Holders. If the Scheduled Due Date for any payment (whether in respect of principal, interest or otherwise) in respect of the Notes is not a Business Day, then the Holders will not be entitled to payment thereof until the first Business Day immediately following the Scheduled Due Date, and the Holders will not be entitled to any additional sum in relation to such payment. All payments required to be made under the Notes (including, without limitation, any Additional Amounts) shall be made to the Holders in the Specified Currency without collection costs, without any restrictions and whatever the circumstances may be, irrespective of nationality, domicile or residence of the relevant Holder and without certification, affidavit or the fulfilment of any other formality; *provided, however*, that, in the case of Registered Definitive Certificates, such Notes must be presented and, in the case of redemption, surrendered at the Specified Office of the relevant Paying Agent as a condition to receipt of any such payment.

(b) The receipt by the Relevant Agent of the due and punctual payment of funds in the Specified Currency will release the Issuer from its obligations under the Notes to the extent of such payment.

(c) Subject to clause (d) of this Condition 8,

(i) the Issuer reserves the right to terminate the appointment of any Agent, as well as to appoint or, after any such appointment, to terminate the appointment of, one or more other paying agents to carry out any payment, calculation or other functions in respect of the Notes (each, a "**Paying Agent**"), *provided* that (A) so long as any Note is outstanding, (x) in the case of Registered Notes, there will at all times be a Fiscal Agent and a Registrar, (y) in the case of Uncertificated Notes, there will at all times be a Principal Paying Agent, and (z) in the case of Floating Rate Notes and (on or after the Interest Determination Date for the first Interest Period) Fixed Rate/Floating Rate Notes, there will always be a Calculation Agent, and (B) in the case of Notes listed on the SIX Swiss Exchange, for so long as the Notes are listed on the SIX Swiss Exchange, the

Issuer shall maintain a Paying Agent in Switzerland, which agent shall have an office in Switzerland and be a bank or securities dealer subject to supervision by FINMA, to perform the functions of a Swiss paying agent (the "**Swiss Paying Agent**"), and (C) in the case of Floating Rate Notes and Fixed Rate/Floating Rate Notes, any successor Calculation Agent must be a leading bank or financial institution that is experienced in the calculations or determinations to be made by the Calculation Agent; and

- (ii) if at any time (A) in the case of Registered Notes, the Fiscal Agent or the Registrar, (B) in the case of Uncertificated Notes, the Principal Paying Agent, (C) in the case of Floating Rate Notes and (on or after the Interest Determination Date for the first Interest Period) Fixed Rate/Floating Rate Notes, the Calculation Agent, or (D) any Paying Agent, if such Paying Agent is the only Paying Agent located in a place where the Issuer is required to maintain a Paying Agent under the Terms and Conditions of the Notes, (x) becomes incapable of acting, or (y) 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 a receiver of all or any substantial part of its property, or admits in writing its inability to pay or meet its debts as they mature, 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 receiver of it or of all or any substantial part of its property is appointed, or if any public officer takes charge or control of it or of its property or affairs for the purpose of rehabilitation, conservation or liquidation (any such event, an "**Agent Insolvency Event**"), then the Issuer will terminate the appointment of such Agent in accordance with the Agency Agreement and appoint a successor Agent; and
- (iii) in the case of Floating Rate Notes and Fixed Rate/Floating Rate Notes, if at any time the Calculation Agent fails to duly calculate (A) the Floating Rate of Interest and the Interest Amount for any Interest Period or (B) if the Notes are to be redeemed pursuant to clause (b), (c), (d) or (e) of Condition 7 (*Redemption and Purchase*) and, in the case of Fixed Rate/Floating Rate Notes, the Early Redemption Date falls in the Floating Rate Period, the interest amount payable on the Early Redemption, then the Issuer will terminate the appointment of the Calculation Agent in accordance with the Agency Agreement and appoint a successor Calculation Agent; *provided, however*, that, if the Calculation Agent duly calculates such Floating Rate of Interest, Interest Amount or interest amount payable on the Early Redemption Date, as the case may be, prior to its termination (and the appointment of its successor) taking effect in accordance with clause (d) of this Condition 8, the Issuer may elect, in its sole discretion and upon written notice to the Holders pursuant to Condition 14 (*Notices*), to cancel such termination (and appointment).
- (d) Any appointment or termination of appointment of, or any resignation by, any Agent may only take effect not more than 45 and not less than 30 days after the Issuer has notified the Holders of such appointment, termination or resignation pursuant to Condition 14 (*Notices*); *provided, however*, that, in the case of the termination of an Agent with respect to which an Agent Insolvency Event has occurred, such termination may take effect prior the expiry of such 30-day notice period, so long as a successor Agent has been appointed to the extent required by the immediately succeeding sentence. Notwithstanding the foregoing, any termination of the appointment of, or resignation by, (i) in the case of Registered Notes, the Fiscal Agent or the Registrar, (ii) in the case of Uncertificated Notes, the Principal Paying Agent, (iii) any Paying Agent, if such Paying Agent is the only Paying Agent located in a place where the Issuer is required to maintain a Paying Agent under the Terms and Conditions of the Notes, or (iv) in the case of Floating Rate Notes and (on or after the Interest Determination Date for the first Interest Period) Fixed Rate/Floating Rate Notes, the Calculation Agent, may not take effect until the Issuer has appointed a successor Fiscal Agent, Registrar, Principal Paying Agent, Paying Agent or Calculation Agent, as applicable; *provided, however*, that, if no such successor has been appointed within 30 days of the scheduled effectiveness of such

termination or resignation, any Holder (on behalf of itself and all others similarly situated) or, pursuant to and in accordance with the Agency Agreement, (A) in the case of Registered Notes, the Fiscal Agent or the Registrar, (B) in the case of Uncertificated Notes, the Principal Paying Agent, (C) any Paying Agent or (D) in the case of Floating Rate Notes and Fixed Rate/Floating Rate Notes, the Calculation Agent, as the case may be, may petition any court of competent jurisdiction for the appointment of a successor, at the expense of the Issuer.

- (e) Should the Swiss Resolution Authority order any Restructuring Protective Measures that result in the deferment of any payments of principal of, and/or interest on, the Notes when otherwise due and payable, such payments will be deferred for the period for which the Swiss Resolution Authority requires any such deferment (with respect to any such payment, the "**Restructuring Deferral Period**"), and the Holders will not be entitled to any additional sum in relation to such deferred payment. Any payment of principal of, and/or interest on, the Notes that was due or became due, or which would otherwise have become due, but was not paid in accordance with the immediately preceding sentence will be payable (only to the extent such principal and/or interest was not subsequently fully or partially written-down and cancelled and/or converted into equity of UBS Group AG during the relevant UBS Group Restructuring Proceedings) on the later of (i) the first Interest Payment Date immediately following the relevant Restructuring Deferral Period and (ii) the date that is 30 days after the date on which the relevant Restructuring Deferral Period ended. If the Swiss Resolution Authority orders any Restructuring Protective Measures that result in the deferment of any payments of principal of, and/or interest on, the Notes when otherwise due and payable, the Issuer will provide written notice to the Fiscal Agent and the Holders of such order and deferral in accordance with Condition 14 (*Notices*) as soon as practicable thereafter.

9. TAXATION

- (a) All payments to be made by or on behalf of the Issuer in respect of the Notes (including, for the avoidance of doubt, payments by a Paying Agent) shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or other government charges of any nature ("**Taxes**") imposed, levied, collected, withheld or assessed by or on behalf of any Tax Jurisdiction or any political subdivision thereof or any authority of or in a Tax Jurisdiction or any political subdivision thereof having the power to impose, levy, collect, withhold or assess Taxes, unless withholding, deduction or accounting for such Taxes is required by law.
- (b) In the event that any payment to be made by or on behalf of the Issuer in respect of the Notes (including, for the avoidance of doubt, payments by a Paying Agent) is subject to any withholding or deduction for, or on account of, any Taxes by requirement of law in a Tax Jurisdiction, the Issuer shall pay such additional amounts as will result in the Holders receiving the amounts that they would have received in respect of the Notes if no such withholding or deduction had been required ("**Additional Amounts**").
- (c) No Additional Amounts will be payable by the Issuer pursuant to clause (b) of this Condition 9 in relation to any Note:
 - (i) if the relevant Holder is liable for such Taxes on such Note as a result of having some connection with the relevant Tax Jurisdiction other than its mere ownership or possession of such Note or the receipt of principal or interest in respect thereof; or
 - (ii) if such Taxes are a result of such Note having been presented for payment (where presentment is required) more than 30 days after the Relevant Date, except to the extent that the Holder would have been entitled to receive the Additional Amounts if it had presented such Note for payment on the last day of the 30-day period; or
 - (iii) with respect to any Tax collected pursuant to Sections 1471 through 1474 of the US Internal Revenue Code, as amended (the "**Code**"), the regulations

promulgated thereunder, or applicable inter-governmental agreements or agreements with the United States Internal Revenue Service entered into in connection with the implementation of such sections of the Code, or legislation enacted by a non-United States jurisdiction in connection with the implementation of such sections of the Code ("FATCA"); or

- (iv) where such withholding or deduction is required to be made pursuant to laws enacted by Switzerland providing for the taxation of payments according to principles similar to those laid down in the draft legislation of the Swiss Federal Council of 17 December 2014, or otherwise changing the Swiss federal withholding tax system from an issuer-based system to a paying agent-based system pursuant to which a Person other than the issuer is required to withhold tax on any interest payments; or
 - (v) to the extent any combination of clauses (i) through (iv) above applies.
- (d) Any reference in the Terms and Conditions of the Notes to amounts payable by the Issuer in respect of the Notes includes (i) any Additional Amount payable pursuant to this Condition 9 and (ii) any sum payable pursuant to an obligation taken in addition to or in substitution for the obligation in this Condition 9.

10. **STATUTE OF LIMITATIONS**

In accordance with Swiss law, (a) claims for interest payments under the Notes will become time-barred after the five-year period and (b) claims for the repayment or redemption of Notes will become time-barred after the ten-year period, in each case, commencing on the date on which such payments, repayment or redemption become due and payable.

11. **CONSOLIDATION, MERGER OR SALE**

The Issuer will not consolidate with, merge with or into, or sell, convey, transfer or otherwise dispose of all or substantially all of its property and assets (as an entirety or substantially as an entirety in one transaction or a series of related transactions) to, any Person (other than with, into or to UBS Group AG or any Person of which at least 95 per cent. of such Person's capital and voting rights are held, directly or indirectly, by UBS Group AG) or permit any Person to merge with or into the Issuer unless (a) the Issuer will be the continuing Person, or (b) the Person formed by such consolidation or into which the Issuer is merged or that acquired such property and assets of the Issuer expressly assumes in writing (or, in the case of an acquisition of property and assets, guarantees) all of the obligations of the Issuer under the Notes.

12. **EVENTS OF DEFAULT**

Each of the following events will constitute an "**Event of Default**":

- (a) the Issuer fails to pay the principal amount of, or any interest on, any Note if and when the same becomes due and payable under the Notes, and such failure continues unremedied by the Issuer for a period of 30 days; or
- (b) the Issuer fails to observe or perform any other covenant, condition, or agreement contained in the Terms and Conditions of the Notes, and such failure continues unremedied for a period of 60 days after written notice thereof from any Holder to the Issuer; or
- (c) any order is made by any competent court or other authority or resolution passed by the Issuer for the dissolution or winding-up of the Issuer, or for the appointment of a liquidator, receiver, administrator or manager of the Issuer or of all or a substantial part of its assets, or anything analogous occurs, in any jurisdiction, to the Issuer, other than in connection with a solvent reorganisation, reconstruction, amalgamation or merger; or
- (d) the Issuer stops payment or is unable to, or admits to creditors generally its inability to, pay its debts as they fall due, or is adjudicated or found bankrupt or insolvent, or enters into any composition or other arrangements with its creditors generally;

provided, however, that neither (i) a UBS Group Restructuring Event, nor (ii) the exercise of any Swiss Resolution Power with respect to UBS Group AG that requires or results in any write-down and cancellation and/or conversion into equity of UBS Group AG of the entire, or a portion of, the principal of, and/or accrued interest on, the Notes, nor (iii) the ordering of any Restructuring Protective Measures that require or result in the deferment of payment of principal and/or interest in respect of the Notes nor (iv) any consequences resulting from any of the foregoing will constitute a default or an Event of Default. For the avoidance of doubt, any consequences resulting from any Protective Measures ordered by the Swiss Resolution Authority with respect to UBS Group AG that are ordered outside of and independently of any UBS Group Restructuring Proceedings that would otherwise constitute a default or an Event of Default will constitute a default or an Event of Default, as applicable.

If an Event of Default has occurred and is continuing, the Holders of at least 25 per cent. in aggregate principal amount of the outstanding Notes may, by notice in writing given to the Relevant Agent at its Specified Office, declare all the Notes to be immediately due and payable, whereupon they will become immediately due and payable at their principal amount together with accrued interest (if any) thereon to the date of repayment without further formality unless such Event of Default has been remedied prior to the receipt of such notice by the Relevant Agent, and the Relevant Agent has actual knowledge of such remedy.

13. **REPLACEMENT**

If any Registered Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Registrar upon payment by the claimant of the fees, costs and expenses incurred by the Registrar and the Issuer in connection therewith and on such terms as to evidence, security and indemnity (which may provide, among other things, that if the Registered Certificate allegedly or actually lost, stolen or destroyed is subsequently presented for payment, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Registered Certificate subsequently presented) as the Issuer or the Relevant Agent may require. Mutilated or defaced Registered Certificates must be surrendered before replacements will be issued.

14. **NOTICES**

(a) ***Notes listed on the SIX Swiss Exchange***

In the case of Notes that are listed on the SIX Swiss Exchange, notices to Holders shall be given by the Issuer (i) by means of electronic publication on the internet website of the SIX Swiss Exchange (www.six-swiss-exchange.com), where notices are currently published under the address www.six-swiss-exchange.com/news/official_notices/search_en.html, or (ii) otherwise in accordance with the regulations of the SIX Swiss Exchange. Any notice will be deemed to be validly given on the date of such publication or, if published more than once, on the date of the first such publication.

If the Notes are for any reason no longer listed on the SIX Swiss Exchange:

- (i) in the case of Uncertificated Notes, notices to Holders shall be given by communication through the Principal Paying Agent to SIS (or such other Intermediary) for forwarding to the Holders, which notice will be deemed to be validly given on the date of communication to SIS (or such Intermediary); and
- (ii) in the case of Registered Notes:
 - (A) if such Registered Notes are represented by one or more Registered Global Certificates deposited with a custodian for DTC, notices to Holders shall only be required to be given in accordance with clause (c) of this Condition 14; and
 - (B) if the Registered Global Certificate(s) have been exchanged for Registered Definitive Certificates, notices to Holders will be sent by first class mail to the Holders at their respective addresses as recorded

in the Register, which notice will be deemed to be validly given on the fourth Business Day after the date of such mailing.

(b) ***Notes not listed on the SIX Swiss Exchange***

In the case of Notes that are not listed on the SIX Swiss Exchange, notices to Holders shall be given by the Issuer in the manner specified in the relevant Pricing Supplement.

(c) ***Registered Notes represented by Registered Global Certificates***

In the case of Registered Notes, so long as such Registered Notes are represented by one or more Registered Global Certificates deposited with a custodian for DTC, any notices required to be given by the Issuer to the Holders hereunder shall also be given to the Indirect Holders through the Fiscal Agent to DTC for forwarding to the Indirect Holders. Any such notice will be deemed to be validly given on the date of delivery to DTC.

15. **AMENDMENT**

The Issuer may, without the consent of the Holders unless so required by mandatory provisions of Swiss law, make any amendment to the Terms and Conditions of the Notes or the Notes that it considers to be (a) necessary or desirable to give effect to the provisions of Condition 16 (*Issuer Substitution*), or (b) formal, minor or technical in nature, or (c) necessary to correct a manifest error or (d) not materially prejudicial to the interests of the Holders.

The Issuer shall notify the Holders of any amendments made pursuant to this Condition 15 in accordance with Condition 14 (*Notices*), which notice shall state the date on which such amendment will be effective. Any amendment made pursuant to this Condition 15 will be binding on the Holders in accordance with its terms.

16. **ISSUER SUBSTITUTION**

(a) ***Voluntary Issuer Substitution***

The Issuer (for purposes of this Condition 16, the "**Current Issuer**") may, without the consent of the Holders, substitute any entity (whether or not such entity is organised under the laws of Switzerland) (such substitute entity, the "**Substitute Issuer**") for itself as principal debtor under the Notes (such substitution, a "**Voluntary Issuer Substitution**") at any time upon giving no more than 30 and no less than 10 days' notice to the Holders in accordance with Condition 14 (*Notices*), *provided that*:

- (i) at the time the Current Issuer sends notice of such Voluntary Issuer Substitution to the Holders,
 - (A) if the Substitute Issuer is UBS Group AG, interest on the Notes on the next payment date under the Notes would be payable without the deduction by the Substitute Issuer of Swiss withholding tax after giving effect to such Voluntary Issuer Substitution; and
 - (B) if the Substitute Issuer is not UBS Group AG, neither the Substitute Issuer nor UBS Group AG would on the next payment due under the Notes be required to pay any Additional Amounts under the Notes or under the guarantee described in subclause (iii) of this clause (a), respectively, after giving effect to such Voluntary Issuer Substitution that they would not have been required to pay if such Voluntary Issuer Substitution were not to occur;
- (ii) if the Substitute Issuer is not UBS Group AG, the Current Issuer is not in default in respect of any amount payable under the Notes at the time of such substitution;

- (iii) if the Current Issuer is UBS Group AG, UBS Group AG has issued a guarantee for the benefit of the Holders on substantially the same terms as the Original Guarantee;
- (iv) if the Substitute Issuer is not UBS Group AG, (A) an exemption exists from the requirement to register the Substitute Issuer as an investment company under the US Investment Company Act, and (B) at least 95 per cent. of the Substitute Issuer's capital and voting rights are held, directly or indirectly, by UBS Group AG;
- (v) the Current Issuer and the Substitute Issuer (A) have entered into such documents (the "**Substitution Documents**") as are necessary to give effect to such substitution and pursuant to which (x) the Substitute Issuer assumes the obligations of the Current Issuer under the Notes and the Agency Agreement and (y) the Current Issuer and the Substitute Issuer agree to indemnify each Holder against any tax, duty, fee or governmental charge imposed on or relating to such act of assumption, and any costs or expenses of such act of assumption, and (B) procure that all action, conditions and things required to be taken, fulfilled and done (including, without limitation, the obtaining of any necessary consents) to ensure that the Substitution Documents represent valid, legally binding and enforceable obligations of the Substitute Issuer have been taken, fulfilled and done and are in full force and effect;
- (vi) the Current Issuer shall have obtained legal opinions containing no untoward qualifications from independent legal advisors in the respective countries in which the Substitute Issuer and the Current Issuer are incorporated, and (if different) in Switzerland, to the effect that (A) the obligations of the Substitute Issuer are its legal, valid and binding obligations, (B) if the Substitute Issuer is not UBS Group AG, the obligations of UBS Group AG under the guarantee described in subclause (iii) of this clause (a) are its legal, valid and binding obligations, and (C) all approvals and consents referred to in subclause (x) of this clause (a) have been obtained;
- (vii) each competent listing authority and/or stock exchange, on or by which the Notes are admitted to listing and/or trading shall have confirmed that, following the proposed substitution of the Substitute Issuer, the Notes will continue to be admitted to listing and/or trading by the relevant competent listing authority and/or stock exchange;
- (viii) if the Substitute Issuer is not organised under the laws of Switzerland, the Substitute Issuer has appointed a process agent as its agent in Switzerland to receive service of process on its behalf in relation to any legal proceedings arising out of or in connection with the Notes;
- (ix) if the Substitute Issuer is not UBS Group AG, FINMA has approved such substitution (if such approval is then required under applicable Swiss laws and regulations); and
- (x) the Current Issuer and the Substitute Issuer have obtained all necessary governmental and other approvals and consents for such substitution and for the performance by the Substitute Issuer of its obligations under the Substitution Documents.

Upon any Voluntary Issuer Substitution, the Current Issuer will be released from all its obligations under the Notes and, if the Substitute Issuer is UBS Group AG, the guarantee described in subclause (iii) of this clause (a) will cease to exist except to the extent described therein.

After giving effect to any Voluntary Issuer Substitution (A) references to the "Issuer" in the Notes and the Terms and Conditions of the Notes will be references to the Substitute Issuer, and (B) references to the "Tax Jurisdiction" in the Notes and the Terms and

Conditions of the Notes will be read and construed as including the jurisdiction of establishment of the Substitute Issuer and, if different, the jurisdiction in which the Substitute Issuer is resident for tax purposes instead of or in addition to (as the case may be) references to the jurisdiction of establishment of the Issuer and Switzerland.

(b) ***[Reserved]***

17. SWISS RESOLUTION POWER AND RESTRUCTURING PROTECTIVE MEASURES

Each Holder and Indirect Holder, by acceptance of any direct or beneficial interest in a Note, whether it acquires such interest in the initial offering and sale of the Notes or in the secondary market, acknowledges, agrees to be bound by and consents to the exercise, without any notice to such Holder or Indirect Holder, of any Swiss Resolution Power with respect to UBS Group AG that results in the write-down and cancellation and/or conversion into equity of UBS Group AG of the entire, or a portion of the, principal amount of, and/or accrued interest on, the Notes, irrespective of whether such amounts have already become due and payable prior to such action, and that after any such write-down, cancellation or conversion, any amount written down, cancelled or converted will no longer be required to be paid. In addition, each Holder and Indirect Holder, by acceptance of any direct or beneficial interest in a Note, acknowledges, agrees to be bound by and consents to the ordering of any Restructuring Protective Measures that results in the deferment of payment of principal of, and/or interest on, the Notes. Each Holder and Indirect Holder, by acceptance of any direct or beneficial interest in a Note, further acknowledges, agrees and consents that its rights are subject to any such exercise of any Swiss Resolution Power or any ordering of Restructuring Protective Measures, and if necessary, the Holder's or Indirect Holder's rights will be altered without notice and without such Holder's consent, including, without limitation, by means of an amendment or modification to the Notes and the Terms and Conditions of the Notes so as to give effect to any such exercise.

Each Holder and Indirect Holder, by acceptance of any direct or beneficial interest in a Registered Note, consents to any and all necessary action taken, if required, by the Fiscal Agent, DTC or any other Person to implement any such exercise of any Swiss Resolution Power and/or ordering of any Restructuring Protective Measures, without any further action or direction on the part of such Holder or Indirect Holder. In addition, each Holder and Indirect Holder, by acceptance of any direct or beneficial interest in a Registered Note, waives any and all claims against any such Person for, agrees not to initiate a suit against any Person in respect of, and agrees that no such Person shall be liable for, any action that such Person takes or abstains from taking, in either case in accordance with any such exercise. Each Holder and Indirect Holder, by acceptance of any direct or beneficial interest in a Registered Note, further acknowledges and agrees that the Fiscal Agent is acting solely as the agent of the Issuer and does not assume any obligations towards or relationship of agency or trust for or with any Holder or Indirect Holder.

For the avoidance of doubt, this acknowledgement, agreement and consent does not qualify as a waiver of any rights the Holder or Indirect Holder of Notes may retain under the applicable banking regulation pursuant to which any Swiss Resolution Power is exercised.

18. FURTHER ISSUES

The Issuer may from time to time without the consent of the Holders issue further notes and, *provided* that such notes have the same terms and conditions as the Notes in all respects, including, without limitation, being fungible for US federal income tax purposes (or in all respects except for the issue date and/or first date on which interest is paid), such further notes will be consolidated and form a single series with the Notes. If the Issuer issues any such further notes pursuant to this Condition 18, references in the Terms and Conditions of the Notes to "Notes" will include such further notes, unless the context otherwise requires.

19. CURRENCY INDEMNITY

Any amount received or recovered by any Holder in a currency other than the Specified Currency (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the insolvency, winding-up or dissolution of the Issuer or otherwise) under the Notes will only constitute a discharge of the Issuer to the extent of the amount in the Specified

Currency that such Holder is able to purchase with the amount so received or recovered in such other currency on the date of such receipt or recovery (or, if it is not practicable to purchase the Specified Currency with such amount on such date, on the first date on which it is practicable to do so). If the amount of the Specified Currency that such Holder is able to purchase is less than the amount owed by the Issuer to such Holder under the Notes, the Issuer shall indemnify such Holder against any loss sustained by it as a result. In addition, the Issuer shall indemnify such Holder for the costs of making such purchase. For purposes of this Condition 19, it is sufficient for the relevant Holder to demonstrate that it would have suffered a loss had an actual purchase been made. The indemnities under this Condition 19 will (a) constitute a separate and independent obligation from the Issuer's other obligations hereunder, (b) give rise to a separate and independent cause of action, (c) apply irrespective of any indulgence granted by any Holder and (d) continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any amount due under the Notes or any other judgment or order.

20. **RULE 144A INFORMATION**

In the case of Registered Notes, if at any time the Issuer (a) is not a wholly-owned subsidiary of UBS Group AG and (b) is neither a reporting company under Section 13 or Section 15(d) of the US Exchange Act, nor exempt from reporting pursuant to Rule 12g3-2(b) under the US Exchange Act, the Issuer will comply with any applicable requirements of Rule 144A(d)(4) under the US Securities Act in relation to the Notes.

21. **NO SET-OFF BY HOLDERS**

Subject to applicable law, each Holder and Indirect Holder, by acceptance of any direct or beneficial interest in a Note, agrees that it will not, and waives its right to, exercise, claim or plead any right of set-off, compensation or retention with respect to any amount owed to it by the Issuer in respect of, or arising in connection with, the Notes.

22. **GOVERNING LAW AND JURISDICTION**

- (a) The Notes and the Terms and Conditions of the Notes are governed by and shall be construed in accordance with the laws of Switzerland.
- (b) The courts of the Canton of Zurich (venue being the City of Zurich) have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Notes.



Annex B

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Conformed copy of the Pricing Supplement dated as of 16 March 2017, relating to the USD 2,000,000,000 4.253% Senior Notes due March 2028 (ISINs: US90352JAC71 (144A) | USH4209UAC02 (Reg S)), reflecting the amendments thereto effective on 11 October 2019 made pursuant to the Official Notice relating thereto dated 30 September 2019.

Pricing Supplement dated as of 16 March 2017 (as amended as of 11 October 2019)

UBS Group AG

Issue of U.S.\$2,000,000,000 4.253 per cent. Senior Notes due March 2028

**under the
Senior Debt Programme**

PART A – CONTRACTUAL TERMS

Terms used but not defined herein shall have the meanings assigned to such terms in, and terms defined herein shall be deemed to be defined as such for purposes of, the General Terms and Conditions set forth in the Base Prospectus dated 10 March 2017 (as such General Terms and Conditions were amended as of 11 October 2019) (the "**Base Prospectus**"). This document constitutes the Pricing Supplement of the Tranche of Notes described herein and must be read in conjunction with the Base Prospectus, which together constitute the listing prospectus with respect to the Tranche of Notes described herein for purposes of the listing rules of the SIX Swiss Exchange.

Full information on the Issuer, the Guarantor and the offer of the Tranche of Notes described herein is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus. The Base Prospectus is available from the Issuer at UBS AG, Zurich, Swiss Prospectus, Switzerland (voicemail: +41 44 239 47 03; fax: +41 44 239 69 14; email: swiss-prospectus@ubs.com).

The Notes and the Guarantee have not been registered under the US Securities Act of 1933, as amended (the "US Securities Act"), or any state securities law, and are being offered in the United States only to qualified institutional buyers pursuant to Rule 144A under the US Securities Act and to non-US persons (as defined in Regulation S under the US Securities Act) located outside the United States in offshore transactions in accordance with Regulation S.

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| 1. | Issuer: | UBS Group AG |
| 2. | Guarantor: | N/A |
| 3. | (i) Series Number: | 11 |
| | (ii) Tranche Number: | 1 |
| | (iii) Date on which the Notes become fungible: | Not Applicable |
| 4. | Specified Currency: | U.S. dollars |
| 5. | Aggregate Principal Amount: | |
| | (i) Series: | U.S.\$2,000,000,000 |
| | (ii) Tranche: | U.S.\$2,000,000,000 |
| 6. | Issue Price: | 100 per cent. of the Aggregate Principal Amount |
| 7. | Original Issue Discount: | No |
| 8. | (i) Specified Denominations: | The Notes are issued in minimum denominations of U.S.\$200,000 and integral multiples of U.S.\$1,000 in excess thereof |
| | (ii) Calculation Amount: | U.S.\$1,000 |

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|-----|---|---|
| 9. | (i) Issue Date: | 23 March 2017 |
| | (ii) Interest Commencement Date: | The Issue Date |
| 10. | Maturity Date: | 23 March 2028 |
| 11. | Interest Basis: | Fixed Rate (further particulars specified below) |
| 12. | Redemption/Payment Basis: | Redemption at par, subject to any purchase and cancellation or early redemption |
| 13. | Change of Interest or Redemption/Payment Basis: | Not Applicable |
| 14. | Early Redemption: | |
| | (i) Tax Event: | At the Issuer's option upon a Tax Event, as more particularly described in Condition 7 (<i>Redemption and Purchase</i>) |
| | (ii) Issuer Call: | Applicable |
| | (iii) Make-Whole Redemption: | Not Applicable |
| | (iv) Ineligibility Event: | Applicable |
| 15. | Status of the Notes: | Senior, as more particularly described in Condition 4 (<i>Status of the Notes</i>) |
| 16. | Date approval for issuance of Notes obtained from a member of the Board of Directors of the Issuer: | 15 March 2017 |
| 17. | Date approval for issuance of Notes and the Guarantee obtained from UBS Group Treasurer: | 15 March 2017 |

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

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|-----|---|---|
| 18. | Fixed Rate Note Provisions: | Applicable |
| | (i) Fixed Rate of Interest: | 4.253 per cent. per annum |
| | (ii) Interest Payment Dates: | 23 March and 23 September in each year, commencing on 23 September 2017 |
| | (iii) Business Day Convention: | Not Applicable |
| | (iv) Fixed Coupon Amount: | U.S.\$ 21.27 per Calculation Amount |
| | (v) Broken Amount: | Not Applicable |
| | (vi) Day Count Fraction: | 30/360 |
| | (vii) Other terms relating to the method of calculating interest for Fixed Rate Notes, if different from those set out in the General Terms and Conditions: | Not Applicable |
| 19. | Fixed Rate/Fixed Rate Note Provisions: | Not Applicable |

20. Floating Rate Note Provisions: Not Applicable
21. Fixed Rate/Floating Rate Note Provisions: Not Applicable

PROVISIONS RELATING TO REDEMPTION

22. Issuer Call: Applicable
- (i) Optional Redemption Date(s): 23 March 2027
- (ii) Optional Redemption Amount: U.S.\$1,000 per Calculation Amount
- (iii) Notice period for notice to the Holders if different from that set out in the General Terms and Conditions: Not less than 15 and no more than 35 days' prior notice
23. Make-Whole Redemption: Not Applicable
24. Ineligibility Issuer Call: Applicable
- (i) Ineligibility Event Redemption Date(s): Any Business Day following the Ineligibility Event
- (ii) Ineligibility Event Redemption Amount: U.S.\$1,000 per Calculation Amount
- (iii) Notice period for notice to the Holders if different from that set out in the General Terms and Conditions: Not less than 15 and no more than 35 days' prior notice
25. Final Redemption Amount: U.S.\$1,000 per Calculation Amount
26. Tax Redemption Amount: U.S.\$1,000 per Calculation Amount
27. Terms or conditions different from those set out in the General Terms and Conditions: Not Applicable

GENERAL PROVISIONS APPLICABLE TO THE NOTES

28. Form of Notes: Registered Notes:
Registered Global Certificates, deposited with the Fiscal Agent as custodian for, and registered in the name of Cede & Co. as nominee for, DTC
29. Fiscal Agent (including Specified Office): Deutsche Bank Trust Company Americas
Trust and Agency Services
60 Wall Street
16th Floor
New York, New York 10005 USA
30. Principal Paying Agent (including Specified Office): Not Applicable
31. Registrar (including Specified Office): Deutsche Bank Trust Company Americas
Trust and Agency Services
60 Wall Street
16th Floor
New York, New York 10005 USA

32. Business Days: New York, Zurich and London
33. Other terms or conditions different from those set out in the General Terms and Conditions: Not Applicable

REPRESENTATIVE

In accordance with article 43 of the Listing Rules of the SIX Swiss Exchange, the Issuer and the Guarantor have appointed UBS AG, located at Bahnhofstrasse 45, CH-8001 Zurich, Switzerland as recognised representative to lodge the listing application for the Notes with the SIX Exchange Regulation of the SIX Swiss Exchange.

NO MATERIAL CHANGE STATEMENT

Except as disclosed in the Base Prospectus, no material changes have occurred in the Issuer's assets and liabilities, financial position or profits and losses since 31 December 2016.

Except as disclosed in the Base Prospectus, no material changes have occurred in the Guarantor's assets and liabilities, financial position or profits and losses since 31 December 2016.

RESPONSIBILITY

The Issuer and the Guarantor assume responsibility pursuant to article 27 of the Listing Rules of the SIX Swiss Exchange and section 4 of Scheme E thereunder for the completeness and accuracy of this Pricing Supplement and the Base Prospectus.

PART B – OTHER INFORMATION

1. LISTING

- (i) Listing: SIX Swiss Exchange
- (ii) Admission to trading: The first day of trading on the SIX Swiss Exchange will be 23 March 2017. Application for definitive listing on the SIX Swiss Exchange will be made as soon as practicable thereafter and (if granted) will only be granted after the Issue Date. The last day of trading on the SIX Swiss Exchange is expected to be 21 March 2028.
- (iii) Minimum Trading Size: U.S.\$200,000

2. RATINGS

- Ratings: The Notes have been rated:
- Standard & A-
Poor's:
- Fitch Rating A
Limited:
- A SECURITIES RATING IS NOT A RECOMMENDATION TO BUY, SELL OR HOLD SECURITIES AND MAY BE REVISED OR WITHDRAWN AT ANY TIME

3. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

- (i) Reasons for the offer: The Issuer will use the net proceeds of the issuance of the Notes to provide funds to UBS Group AG and its subsidiaries. The members of the Group will use these funds for general corporate purposes, including providing funds to subsidiaries of UBS Group AG from time to time. The Issuer may provide these funds to members of the Group, and such members may provide such funds so received to other members of the Group, from time to time in the form of senior or subordinated debt, in the form of equity contributions, or otherwise, including on terms that may constitute "loss absorbing capital" of subsidiaries of UBS Group AG. Initially, the Issuer will lend all the net proceeds of the Notes to UBS AG, under a loan agreement, which loan will constitute a direct, unconditional and unsecured obligation of UBS AG and rank, except in the case of Restructuring Proceedings with respect to UBS AG, *pari passu* with all other present and future unsecured and unsubordinated obligations of UBS AG.
- (ii) Estimated net proceeds: U.S.\$1,991,000,000

4. DISTRIBUTION

- (i) Method of Distribution: Syndicated

- (ii) If syndicated, names and address of Managers and underwriting commitments: **Joint Lead Managers:**
- ABN AMRO Securities (USA) LLC
 - Barclays Capital Inc.
 - BBVA Securities Inc.
 - BMO Capital Markets Corp.
 - CIBC World Markets Corp.
 - Commonwealth Bank of Australia
 - Danske Markets Inc.
 - ING Bank N.V.
 - nabSecurities, LLC
 - RBC Capital Markets, LLC
 - RBS Securities Inc.
 - Santander Investment Securities Inc.
 - Scotia Capital (USA) Inc.
 - Skandinaviska Enskilda Banken AB (publ)
 - TD Securities (USA) LLC
 - UniCredit Bank AG
 - Wells Fargo Securities, LLC
 - Westpac Banking Corporation
- Co-Managers:**
- Academy Securities, Inc.
 - BB&T Capital Markets, a division of BB&T Securities, LLC
 - BNY Mellon Capital Markets, LLC
 - Citigroup Global Markets Inc.
 - Desjardins Securities Inc.
 - Drexel Hamilton, LLC
 - Fifth Third Securities, Inc.
 - Goldman, Sachs & Co.
 - J.P. Morgan Securities LLC
 - Merrill Lynch, Pierce, Fenner & Smith Incorporated
 - Mischler Financial Group, Inc.
 - Morgan Stanley & Co. LLC
 - National Bank of Canada Financial Inc.
 - Société Générale
 - SunTrust Robinson Humphrey, Inc

Certain Managers are not U.S. registered broker-dealers. Such Managers will not effect any offers or sales of any Notes in the United States unless it is through one or more U.S. registered broker-dealers as permitted by applicable securities laws and the regulations of FINRA.

- (iii) Date of Subscription Agreement: 16 March 2017
- (iv) Stabilising Manager (if any): UBS Securities LLC
- (vi) US Selling Restrictions: Reg. S Compliance Category 2; Rule 144A
- (vii) ERISA: Eligible: Yes

5. OPERATIONAL INFORMATION

CUSIP: 144A: 90352J AC7

Reg. S: H4209U AC0

| | |
|---|---|
| ISIN Code: | 144A: US90352JAC71 |
| | Reg. S: USH4209UAC02 |
| Common Code: | Reg. S: 158545209 |
| Swiss Security Number: | 144A: 36.101.932 |
| | Reg. S: 36.101.941 |
| Relevant Clearing System(s): | DTC |
| Delivery: | Delivery against payment |
| Settlement Date: | It is expected that delivery of the Notes will be made against payment therefor on or about 23 March 2017, which will be the fifth Business Day following the date of the pricing of the Notes. Under Rule 15c6-1 of the US Exchange Act, trades in the secondary market generally are required to settle in three Business Days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the Notes on the date of pricing or on the next three Business Days will be required, by virtue of the fact that the Notes initially will settle on T+5, to specify alternative settlement arrangements to prevent a failed settlement. |
| Swiss Paying Agent: | UBS AG Bahnhofstrasse 45 CH-8001 Zurich Switzerland |
| Names and addresses of additional Paying Agent(s) (if any) (including Specified Office(s)): | Not Applicable |

THE NOTES AND THE GUARANTEE HAVE NOT BEEN REGISTERED UNDER THE US SECURITIES ACT OR ANY STATE SECURITIES LAW, AND ARE BEING OFFERED IN THE UNITED STATES ONLY TO QUALIFIED INSTITUTIONAL BUYERS PURSUANT TO RULE 144A UNDER THE US SECURITIES ACT AND TO NON-US PERSONS (AS DEFINED IN REGULATION S UNDER THE US SECURITIES ACT) LOCATED OUTSIDE THE UNITED STATES IN OFFSHORE TRANSACTIONS IN ACCORDANCE WITH REGULATION S UNDER THE US SECURITIES ACT.

THIS COMMUNICATION DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY SECURITIES IN ANY JURISDICTION TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH JURISDICTION.