



**MITSUI & CO.**  
**MITSUI & CO., LTD.**  
*(Incorporated with limited liability in Japan)*  
**U.S.\$5,000,000,000**

## **Euro Medium Term Note Programme**

Under the Euro Medium Term Note Programme described in this Offering Circular (the “Programme”), Mitsui & Co., Ltd. (the “Issuer” or “Mitsui & Co.”), subject to compliance with all relevant laws, regulations and directives, from time to time, may issue Euro Medium Term Notes (the “Notes”) denominated in such currencies as may be agreed with the Dealers (as defined below). The Notes will have maturities from one month to 30 years from the date of issue (the “Settlement Date”) (except as set out herein). Subject as set out herein, the maximum aggregate nominal amount of all Notes from time to time outstanding will not exceed U.S.\$5,000,000,000 (or its equivalent in other currencies at the time of agreement to issue subject as further set out herein). This Offering Circular supersedes all previous offering circulars and prospectuses issued in connection with the Programme. Any Notes issued under the Programme on or after the date of this Offering Circular are issued subject to the provisions herein. This Offering Circular does not affect any Notes issued prior to the date hereof.

The Notes may be issued on a continuing basis to one or more of the Dealers specified in “Overview of the Programme” and any additional Dealer appointed under the Programme from time to time, which appointment may be for a specific issue or on an ongoing basis (each a “Dealer” and together the “Dealers”). References in this Offering Circular to the “relevant Dealers” shall, in the context of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers so subscribing.

Application has been made to the Financial Conduct Authority in its capacity as competent authority under the Financial Services and Markets Act 2000 (“FSMA”) (the “UK Listing Authority”) for Notes issued under the Programme within 12 months of the date of this Offering Circular to be admitted to the official list of the UK Listing Authority (the “Official List”) and to the London Stock Exchange plc (the “London Stock Exchange”) for such Notes to be admitted to trading on the London Stock Exchange’s Professional Securities Market (the “Market”). References in this Offering Circular to Notes being “listed” (and all related references) shall mean that such Notes have been admitted to trading on the Market and have been admitted to the Official List. The Market is not a regulated market for the purposes of Article 4.1(14) of Directive 2004/39/EC of the European Parliament and of the Council on markets in financial instruments. Unlisted Notes may also be issued pursuant to the Programme. The relevant Final Terms (as defined in the “Overview of the Programme”) in respect of the issue of any Notes will specify whether or not such Notes will be listed on the Official List and admitted to trading on the Market (or any other stock exchange).

**Information contained in this Offering Circular relating to unlisted Notes is not required to comply with the Financial Conduct Authority’s Listing Rules and has not been reviewed or approved by the UK Listing Authority.**

The Notes shall be issued in bearer form or in registered form. Each Tranche (as defined in the “Overview of the Programme”) of Notes in bearer form will initially be represented on issue by a temporary Global Note or a permanent Global Note (each a “Global Note”). Each Tranche of Notes in registered form will initially be represented on issue by a registered global certificate (a “Global Certificate”) representing one or more Tranches of the same Series (as defined in “Overview of the Programme”). Each Global Note and each Global Certificate will be deposited (a) in the case of a Tranche intended to be cleared through Euroclear (as defined below) and/or Clearstream, Luxembourg (as defined below), on or about the Settlement Date with a common depository on behalf of Euroclear Bank SA/NV (“Euroclear”) and Clearstream Banking, SA (“Clearstream, Luxembourg”) (together, the “Common Depository”) and (b) in the case of a Tranche intended to be cleared through a clearing system other than or in addition to Euroclear or Clearstream, Luxembourg or delivered outside a clearing system, as otherwise agreed between the Issuer and the relevant Dealer(s). Interests in temporary Global Notes will be exchangeable for interests in permanent Global Notes, or if so stated in the relevant Final Terms, for definitive Notes in bearer form (“Definitive Notes”) but, if the D Rules (as defined herein) of the U.S. Internal Revenue Code apply, only on or after the Note Exchange Date, upon certification as to non-U.S. beneficial ownership and U.S. securities law matters (if applicable), and interests in permanent Global Notes may be exchangeable for Definitive Notes, in each case, as described in the “Summary of Provisions Relating to the Notes while in Global Form”. Global Certificates will be exchangeable for definitive registered certificates (“Definitive Certificates”) representing a Noteholder’s entire holding of Notes in registered form as described in the “Summary of Provisions Relating to the Notes while in Global Form”.

Tranches of Notes may be rated or unrated. Where a Tranche of Notes is rated, the ratings will be specified in the Final Terms. Such rating will not necessarily be the same as ratings assigned to the Programme. The Issuer has been rated long-term: AA-/short-term: a-1+ by Rating and Investment Information, Inc., long-term: A3/short-term: P-2 by Moody’s Japan K.K. and long-term: A/short-term: A-1 by S&P Global Ratings Japan Inc. The Programme is rated AA- by Rating and Investment Information, Inc., is rated A3 by Moody’s Japan K.K. and is rated A by S&P Global Ratings Japan Inc. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

The Issuer may agree with any Dealer(s) that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes herein, in which event an offering circular, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes.

**Prospective investors should have regard to the factors described under the section headed “Risk Factors” in this Offering Circular.**

*Arranger*  
**Nomura**  
*Dealers*

**BofA Merrill Lynch**  
**Daiwa Capital Markets Europe**  
**HSBC**  
**Mizuho Securities**  
**MUFG**

**Citigroup**  
**Goldman Sachs International**  
**J.P. Morgan**  
**Morgan Stanley**  
**Nomura**

**SMBC Nikko**

The date of this Offering Circular is 5th September, 2018.

*This Offering Circular comprises listing particulars in relation to the Issuer given in compliance with the listing rules made under Section 73A(2) of the FSMA by the UK Listing Authority and for the purpose of giving information with regard to the Issuer, its consolidated subsidiaries (together with the Issuer, “Mitsui”) and the Notes, which, according to the nature of the Issuer and the Notes, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and the rights attaching to the Notes.*

*The Issuer accepts responsibility for the information contained in this Offering Circular. To the best of the knowledge and belief of the Issuer (having taken all reasonable care to ensure that such is the case) the information contained in this Offering Circular is in accordance with the facts and does not omit anything likely to affect the import of such information.*

*This Offering Circular is to be read in conjunction with all documents which are incorporated herein by reference (see “Documents Incorporated by Reference” below).*

*No person has been authorised to give any information or to make any representation other than those contained in this Offering Circular in connection with the issue or sale of the Notes and, if given or made, such other information or representation must not be relied upon as having been authorised by the Issuer or any of the Dealers or the Arranger (as defined in “Overview of the Programme”). Neither the delivery of this Offering Circular nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof or the date upon which this Offering Circular has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer since the date hereof or the date upon which this Offering Circular has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.*

*The distribution of this Offering Circular and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Offering Circular comes are required by the Issuer, the Dealers and the Arranger to inform themselves about and to observe any such restriction. The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the “Securities Act”) and include Notes that are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or its possessions or to U.S. persons (as defined in Regulation S under the Securities Act and Section 7701(a)(30) of the United States Internal Revenue Code of 1986, as amended (the “Internal Revenue Code”).*

**PROHIBITION OF SALES TO EUROPEAN ECONOMIC AREA RETAIL INVESTORS** – *The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “MiFID II”); or (ii) a customer within the meaning of Directive 2002/92/EC (as amended, the “Insurance Mediation Directive”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended, the “Prospectus Directive”). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the “PRIIPs Regulation”) for offering or selling the Notes or otherwise making them available to retail investors in the European Economic Area has been or will be prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the European Economic Area may be unlawful under the PRIIPs Regulation.*

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

target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the “MiFID Product Governance Rules”), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

**Notification under Section 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore (the “SFA”):** Unless otherwise stated in the Final Terms in respect of any Notes, all Notes issued or to be issued under the Programme shall be prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

The Notes have not been and will not be registered under the Financial Instruments and Exchange Law (as defined in “Subscription and Sale”) and the Notes are subject to the Special Taxation Measures Law (as defined in “Taxation - Japanese Taxation”). The Notes may not be offered or sold in Japan or to residents of Japan or to others for re-offering or re-sale, directly or indirectly, in Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Law to certain financial institutions and persons holding Notes through such institutions. Interest payments on the Notes generally will be subject to Japanese withholding tax unless the holder establishes that such Notes are held by or for the account of a holder that is (i) for Japanese tax purposes, not an individual resident of Japan or a Japanese corporation, or an individual non-resident of Japan or a non-Japanese corporation that is a person having a special relationship with the Issuer as described in Article 6, Paragraph 4 of the Special Taxation Measures Law (the “specially related person of the Issuer”), or (ii) a Japanese designated financial institution described in Article 6, Paragraph 9 of the Special Taxation Measures Law which complies with the requirement for tax exemption under that Paragraph, see “Taxation-Japanese Taxation” below.

Each purchaser of Notes in the initial distribution of such Notes is deemed to represent that it is not a specially-related person of the Issuer.

This Offering Circular is not a prospectus for the purposes of the Prospectus Directive. This Offering Circular has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “Relevant Member State”) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Notes.

For a description of certain restrictions on offers and sales of Notes and on distribution of this Offering Circular, see “Subscription and Sale”.

This Offering Circular does not constitute an offer of, or an invitation by or on behalf of the Issuer or the Dealers to subscribe for or purchase any Notes.

None of the Dealers or the Arranger accepts any responsibility for the contents of this Offering Circular or for any other statement, made or purported to be made by the Arranger or a Dealer or on its behalf in connection with the Issuer or the issue and offering of the Notes. The Arranger and each Dealer accordingly disclaim all and any liability whether arising in tort or contract or otherwise which it might otherwise have in respect of this Offering Circular or any such statement.

*Neither this Offering Circular nor any other financial statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuer, the Arranger or the Dealers that any recipient of this Offering Circular or any financial statements should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Offering Circular and its purchase of Notes should be based upon such investigation as it deems necessary. None of the Dealers or the Arranger undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Offering Circular nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealers or the Arranger.*

*In connection with the issue of any Tranche, the Dealer or Dealers (if any) named as the stabilising manager(s) (the “Stabilising Manager(s)”) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail for a limited period after the Settlement Date. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche is made and, if begun, may be ended at any time and must be brought to an end after a limited period.*

*In this Offering Circular, unless otherwise specified or the context otherwise requires, references to “euro” and “€” are to the currency introduced at the start of the third stage of the European economic and monetary union pursuant to the Treaty establishing the European Community, as amended from time to time. References to “Yen” and “¥” are to Japanese yen, references to “Sterling”, “Pounds” and “£” are to United Kingdom pounds sterling, references to “S\$” are to Singapore dollars, references to “Chinese Yuan”, “Renminbi” and “CNH” are to the currency of the People’s Republic of China, which for the purpose of this Offering Circular, shall exclude Hong Kong, the Macau Special Administrative Region of the People’s Republic of China and Taiwan (“PRC”), references to “Roubles” are to the currency of the Russian Federation, references to “Australian dollars” and “AUD” are to the currency of Australia, and references to “U.S. dollars”, “U.S.\$” and “\$” are to United States dollars.*

## Documents Incorporated by Reference

This Offering Circular should be read and construed in conjunction with:

- (A) the audited consolidated financial statements of the Issuer for the year ended 31st March, 2017 (and the audit report thereon) included on pages 117 to 183 (inclusive) and on pages 187 and 188 of the Issuer's Annual Securities Report in English for the year ended 31st March, 2017;
- (B) the audited consolidated financial statements of the Issuer for the year ended 31st March, 2018 (and the audit report thereon) included on pages 109 to 176 (inclusive) and on pages 180 to 181 of the Issuer's Annual Securities Report in English for the year ended 31st March, 2018; and
- (C) each of the terms and conditions of the Notes as contained in the following:
  - (i) pages 26 to 56 (inclusive) of the offering circular relating to the Programme dated 1st September, 2011;
  - (ii) pages 27 to 56 (inclusive) of the offering circular relating to the Programme dated 3rd September, 2012;
  - (iii) pages 26 to 53 (inclusive) of the offering circular relating to the Programme dated 3rd September, 2013;
  - (iv) pages 27 to 54 (inclusive) of the offering circular relating to the Programme dated 3rd September, 2014;
  - (v) pages 26 to 52 (inclusive) of the offering circular relating to the Programme dated 7th September, 2015;
  - (vi) pages 25 to 51 (inclusive) of the offering circular relating to the Programme dated 7th September, 2016; and
  - (vii) pages 23 to 46 (inclusive) of the offering circular relating to the Programme dated 7th September, 2017,

respectively, each of which has been previously published or are published simultaneously with this Offering Circular and which have been approved by the Financial Conduct Authority or filed with it. Such documents shall be incorporated in, and form part of, this Offering Circular, save that any statement contained in a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Offering Circular to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Offering Circular. Any documents themselves incorporated by reference in the documents incorporated by reference in this Offering Circular shall not form part of this Offering Circular. Only the sections or pages of the documents referred to above shall be incorporated by reference in, and form part of, this Offering Circular. Any sections or pages which have been omitted therefrom are either not relevant for the investor or covered elsewhere in this Offering Circular.

Copies of documents incorporated by reference in this Offering Circular may be obtained without charge from the registered office of the Issuer being, at the date hereof, 1-3, Marunouchi 1-chome, Chiyoda-ku, Tokyo 100-8631, the offices of Citibank, N.A., London Branch, as Issuing and Principal Paying Agent being, at the date hereof, 6th Floor, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, and are available on the website of the Regulatory News Service operated by the London Stock Exchange at [www.londonstockexchange.com/exchange/news/market-news/market-news-home.html](http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html)

## **Supplemental Listing Particulars**

The Issuer has given an undertaking with regard to itself to the Dealers that, if at any time during the duration of the Programme there is a significant new factor, material mistake or inaccuracy relating to information contained in this Offering Circular, which is capable of affecting the assessment of any Notes, whose inclusion would reasonably be required by investors and their professional advisers, and would reasonably be expected by them to be found in this Offering Circular, for the purpose of making an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and the rights attaching to the Notes, the inclusion of which is required by Section 81 of the FSMA or by the UK Listing Authority, the Issuer shall prepare an amendment or supplement to this Offering Circular or publish a replacement Offering Circular for use in connection with any subsequent offering of the Notes as may be required by Section 81 of the FSMA and the UK Listing Authority, and shall supply to each Dealer such number of copies of such supplement hereto as such Dealer may reasonably request.

## **General Overview of the Programme**

Under the Programme, the Issuer may from time to time issue Notes denominated in any currency (including euro) and having a maturity of one month to 30 years from the date of original issue, subject as set out herein. An overview of the Programme appears in “Overview of the Programme”. The applicable terms of any Notes will be agreed between the Issuer and the relevant Dealer(s) prior to the issue of the Notes and will be set out in the terms and conditions of the Notes which, as modified and supplemented by the relevant Final Terms with respect of a Tranche, will be endorsed on such Notes.

This Offering Circular and any supplement will only be valid for listing Notes on the Official List and admitting them to trading on the Market in an aggregate nominal amount which, when added to the aggregate nominal amount then outstanding of all Notes previously or simultaneously issued under the Programme, does not exceed U.S.\$5,000,000,000 or its equivalent in other currencies, subject to increases as provided in the Dealer Agreement (as defined in “Subscription and Sale”). For the purpose of calculating the U.S. dollar equivalent of the aggregate nominal amount of Notes issued under the Programme from time to time:

- (A) the premium of Notes to be redeemed at a premium shall be added to their nominal amount;
- (B) the nominal amount of Notes issued at a discount as at any time shall equal their nominal amount or, if defined and provided for in the Conditions (as defined in “Terms and Conditions of the Notes”) of such Notes, their Amortised Face Amount (as defined in “Terms and Conditions of the Notes”) as at such time; and
- (C) the U.S. dollar equivalent of the nominal amount of Notes denominated in a currency other than U.S. dollars shall be determined on the basis of the spot rate for the sale of the U.S. dollar against the purchase of the relevant currency in the London foreign exchange market quoted by any leading bank, selected by the Issuer, at any time selected by the Issuer during the five-day period ending on the date of agreement to issue such Notes.

## **Notes may not be a suitable investment for all investors**

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

- (A) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference in this Offering Circular or any applicable supplement;

- (B) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Notes and the impact such investment will have on its overall investment portfolio;
- (C) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Notes, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (D) understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- (E) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes are complex financial instruments and such instruments may be purchased as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to an investor's overall portfolio. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of such Notes and the impact an investment in the Notes will have on the potential investor's overall investment portfolio.

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## OVERVIEW OF THE PROGRAMME

The following overview is qualified in its entirety by the remainder of this Offering Circular.

Issuer:	Mitsui & Co., Ltd.
Legal Entity Identifier:	2NRSB4GOU9DD6CNW5R48
Description:	Euro Medium Term Note Programme.
Programme Size:	Up to U.S.\$5,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time.
Arranger:	Nomura International plc
Dealers:	Citigroup Global Markets Limited Daiwa Capital Markets Europe Limited Goldman Sachs International The Hongkong and Shanghai Banking Corporation Limited J.P. Morgan Securities plc Merrill Lynch International Mizuho International plc Morgan Stanley & Co. International plc MUFG Securities EMEA plc Nomura International plc SMBC Nikko Capital Markets Limited
	<p>The Issuer may from time to time terminate the appointment of any dealer under the Programme or appoint additional dealers either in respect of one or more tranches (each a “Tranche”) or in respect of the whole Programme. References in this Offering Circular to “Permanent Dealers” are to the persons listed above as Dealers and to such additional persons that are appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated) and references to “Dealers” are to all Permanent Dealers and all persons appointed as a dealer in respect of one or more Tranches.</p>
Issuing and Principal Paying Agent:	Citibank, N.A., London Branch
Registrar:	Citigroup Global Markets Europe AG (formerly known as Citigroup Global Markets Deutschland AG)
Fiscal Agent and Transfer Agent:	Citibank, N.A., London Branch
Method of Issue:	The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a “Series”) having one or more issue dates and on terms otherwise identical with the other Notes in the Series (or identical other than in respect of the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in Tranches on the same or different issue dates. The specific terms of each Tranche (which will be supplemented, where necessary, with supplemental terms and conditions and, save in respect of the issue date, issue price, first payment of interest and nominal amount of the

	Tranche, will be identical to the terms of other Tranches of the same Series) will be set out in the final terms to this Offering Circular (the “Final Terms”).
Issue Price:	Notes may be issued at their nominal amount or at a discount or premium to their nominal amount.
Form of Notes:	<p>The Notes shall be issued in bearer form or in registered form.</p> <p>Each Tranche of Notes in bearer form will initially be represented on issue by a temporary Global Note or a permanent Global Note. Each (i) temporary Global Note will be exchangeable in whole or in part for interests in a permanent Global Note or, if so provided in the relevant Final Terms and subject to such notice period as specified in the relevant Final Terms, for Definitive Notes and (ii) permanent Global Note will be exchangeable in whole or in part for Definitive Notes. In the case of a temporary Global Note, such exchange shall be made on or after the Note Exchange Date and upon certification of non-U.S. beneficial ownership as required by the U.S. Treasury Regulations and U.S. securities law matters (if applicable).</p> <p>Each Tranche of Notes in registered form will initially be represented on issue by a Global Certificate registered in the name of a nominee for one or more clearing systems. Each Global Certificate will be exchangeable for Definitive Certificates in the limited circumstances specified in such Global Certificate. Definitive Certificates and Global Certificates are collectively referred to as “Certificates”.</p>
Clearing Systems:	<p>Euroclear, Clearstream, Luxembourg and, in relation to any Tranche, such other clearing system as may be agreed between the Issuer, the Issuing and Principal Paying Agent and the relevant Dealer(s).</p> <p><i>Note: Persons seeking to hold a beneficial interest in CNH denominated Notes through the Central Moneymarkets Unit Service (the “CMU”) operated by the Hong Kong Monetary Authority are advised to contact a relevant CMU member to establish eligibility.</i></p>
Initial Delivery of Notes:	On or before the Settlement Date for each Tranche, the Global Note or Global Certificate representing the Notes may be deposited with (and in the case of a Global Certificate, registered in the name of a nominee for) a Common Depositary for Euroclear and Clearstream, Luxembourg. Global Notes or Global Certificates may also be deposited with any other clearing system or may be delivered outside any clearing system provided that the method of such delivery has been agreed in advance by the Issuer, the Issuing and Principal Paying Agent and the relevant Dealer(s).
Currencies:	Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in any currency agreed between the Issuer and the relevant Dealer(s).
Maturities:	Subject to compliance with all relevant laws, regulations and

directives, any maturity between one month and 30 years as may be agreed between the Issuer and the relevant Dealer(s) and as set out in the relevant Final Terms.

**Denomination:**

Definitive Notes will be in such denominations as may be specified in the relevant Final Terms, save that (i) Notes will have a minimum denomination of €1,000 (or its equivalent in other currencies), (ii) unless otherwise permitted by then current laws, regulations and directives (a) Notes (including Notes denominated in Sterling) which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of Section 19 of the FSMA will have a minimum denomination of £100,000 (or its equivalent in any other currency), and (b) Notes denominated in Singapore dollars will have a minimum denomination of S\$250,000 and (iii) Notes which are offered to the public in a Member State of the European Economic Area in circumstances which would otherwise require the publication of a prospectus under the Prospectus Directive shall be at least €100,000 (or its equivalent in any other currency as at the date of issue of the Notes).

**Fixed Rate Notes:**

Fixed interest will be payable in arrear on the date or dates in each year specified in the relevant Final Terms.

**Floating Rate Notes:**

Floating Rate Notes will bear interest determined separately for each Series on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. or by reference to the benchmark reference rate specified in Condition 4 and the relevant Final Terms, as adjusted for any applicable margin.

Interest periods will be specified in the relevant Final Terms.

**Zero Coupon Notes:**

Zero Coupon Notes may be issued at their nominal amount or at a discount to it and will not bear interest, other than in the case of late payment as provided in Condition 4(c).

**Interest Periods and Interest Rates:**

The length of the interest periods for the Notes and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum interest rate, a minimum interest rate, or both. All such information will be set out in the relevant Final Terms.

**Redemption:**

The relevant Final Terms will specify the basis for calculating the redemption amounts payable. Unless permitted by then current laws and regulations, Notes (including Notes denominated in Sterling) which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of Section 19 of the FSMA must have a minimum redemption amount of £100,000

(or its equivalent in any other currency, and no part of such Note may be transferred unless the redemption value of that part is not less than £100,000 or such equivalent amount).

Optional Redemption:	The Final Terms issued in respect of each issue of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or the holders, and if so the terms applicable to such redemption.
Redemption by Instalments:	The Final Terms issued in respect of each issue of Notes that are redeemable in two or more instalments will set out the dates on which, and the amounts in which, such Notes may be redeemed*.
Status of Notes:	The Notes will constitute direct, unconditional, unsubordinated and (subject to the Negative Pledge - see below) unsecured obligations of the Issuer, all as described in “Terms and Conditions of the Notes - Status of Notes”.
Negative Pledge:	See “Terms and Conditions of the Notes - Negative Pledge”.
Cross Default:	See “Terms and Conditions of the Notes - Events of Default”.
Early Redemption:	Except as provided in “Optional Redemption” above, Notes will be redeemable at the option of the Issuer prior to maturity only for tax reasons. See “Terms and Conditions of the Notes - Redemption, Purchase and Options”.
Withholding Tax:	Interest payments on the Notes generally will be subject to Japanese withholding tax unless the holder of such Notes is neither an individual resident of Japan nor a Japanese corporation for Japanese tax purposes, nor a non-resident of Japan or a non-Japanese corporation being a specially related person of the Issuer, as prescribed in Article 6, Paragraph 4 of the Special Taxation Measures Law. However, interest on Notes of which the amount of interest is to be calculated by reference to certain indexes (as prescribed in the Cabinet Order relating to Article 6, Paragraph 4 of the Special Taxation Measures Law) relating to the Issuer or a specially-related person of the Issuer will be subject to the withholding tax even if paid to an individual non-resident of Japan or a non-Japanese corporation that is not a specially-related person of the Issuer, subject to Condition 7(a). See “Terms and Conditions of the Notes - Taxation”. All payments of principal and interest in respect of the Notes will be made without withholding or deduction for any taxes or duties of whatever nature imposed by Japan, unless such withholding or deduction is required by law whereupon, subject to the exceptions, all as described in “Terms and Conditions of the Notes - Taxation”, the Issuer will pay such additional amounts as will result in the receipt by the payee of such amounts as would have been received by it had not such

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	withholding or deduction been required.
Governing Law:	English.
Listing:	Application has been made to list Notes issued under the Programme on the Official List and to admit such Notes to trading on the Market, or as otherwise specified in the relevant Final Terms. Notes which will be neither listed nor admitted to trading on any market may also be issued.
Ratings	Tranches of Notes may be rated or unrated. Where a Tranche of Notes is rated, the ratings will be specified in the Final Terms. Such rating will not necessarily be the same as ratings assigned to the Programme. The Programme is rated AA- by Rating and Investment Information, Inc., is rated A3 by Moody's Japan K.K. and is rated A by S&P Global Ratings Japan Inc. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.
Selling Restrictions:	<p>United States, European Economic Area (including the United Kingdom), Singapore, Japan, Hong Kong, the PRC, Australia, South Africa and Russia as provided in "Subscription and Sale".</p> <p>Regulation S under the Securities Act.</p> <p>Notes in bearer form are subject to U.S. tax law requirements ("TEFRA") and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by applicable U.S. Treasury Regulations.</p> <p>Notes in bearer form will be issued in compliance with U.S. Treasury Regulation ("U.S. Treas. Reg.") §1.163-5(c)(2)(i)(D) (the "D Rules") unless (i) the relevant Final Terms states that the Notes are issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) (the "C Rules") or (ii) the Notes are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the Notes will not constitute "registration required obligations", within the meaning of Section 163(f)(2)(A) of the Internal Revenue Code, which circumstances will be referred to in the relevant Final Terms as a transaction to which TEFRA is not applicable.</p> <p>In connection with the offering and sale of a particular Tranche of Notes, additional or alternative restrictions may be imposed which will be set out in the applicable Final Terms.</p>

## **RISK FACTORS**

*The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Notes issued under the Programme. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.*

*Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with the Notes issued under the Programme are also described below.*

*The Issuer believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme. However, the Issuer may be unable to pay interest, principal or other amounts on or in connection with any Notes and the Issuer does not represent that the statements below regarding the risks of holding any Notes are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Offering Circular (including any documents incorporated by reference herein) and reach their own views prior to making any investment decision.*

### **Risks Related to Mitsui's Business**

#### ***Risks of Changes in Global Macroeconomic Factors***

Mitsui's global business activities are affected by economic conditions both globally and regionally. Among other locations, Mitsui is particularly vulnerable to downward economic trends in Europe, Japan, China, the United States and emerging countries. An economic downturn may cause a reduction in the flow of goods and materials, a decline in consumer spending and capital investment, and subsequently a decline in demand from Mitsui's customers for its products and services, which may have an adverse impact on its business, operating results and financial condition.

#### ***Market Risk***

##### ***(A) Commodity Market Risk***

Mitsui is engaged in trades in and, as the case may be, production of a variety of commodities in the global commodities market including mineral resources and energy products. Among others, operating results from Mitsui's mineral resources and energy producing activities account for a significant portion of its overall operating results. These commodity markets can be volatile in a short period or seasonally fluctuate by various factors such as imbalance of supply and demand, economic fluctuation, inventory adjustment, and exchange rate fluctuations. These factors are beyond Mitsui's control. The unexpected market fluctuations may adversely affect Mitsui's business, operating results and financial condition, as follows:

- In businesses such as mineral resources and energy development projects, in which large amounts of investment have been made, it may occur that initial investments are not fully recovered through the sales of products due to a fall in price. Mitsui may also face a difficulty in divesting its proprietary equity at a reasonable price.
- A decline in the value of Mitsui's investments in LNG projects and other investments which are recognised to designate as at fair value through other comprehensive income ("FVTOCI"), could adversely affect Mitsui's operating results and financial condition due to the decline of other comprehensive income.
- In trading of commodities or derivative instruments, losses may occur as a result of unexpected fluctuations.
- Fluctuations in a commodity market may cause a reduction in trading in which Mitsui participates as a principal or an agent.

**(B) Foreign Currency Risk**

Mitsui is exposed to risk of exchange rate fluctuations, which may have an adverse effect on its operating results. Although Mitsui's reporting currency is the Japanese yen, a significant portion of its business operations, consolidated revenues and operating expenses is denominated in currencies other than the Japanese yen. As a result, appreciation or depreciation in the value of other currencies as compared to the Japanese yen could result in material transactional gains or losses. As most of revenues, costs and selling, general and administrative expenses incurred from regular business activities at overseas subsidiaries and associated companies are quoted in the U.S. dollar, the Australian dollar, the Brazilian real, or other currencies, Mitsui's profit for the year may be affected by the fluctuations of these currencies and Mitsui is exposed to translation risk in its assets and liabilities denominated in foreign currencies. In addition, exchange rate fluctuations may reduce the value of investments in overseas subsidiaries and associated companies as well as in FVTOCI, and adversely affect Mitsui's accumulated other comprehensive income.

**(C) Interest Rate Risk**

Mitsui is exposed to risks associated with interest rate fluctuations, which may affect its overall operational costs and the value of its financial assets and liabilities, particularly its debt obligations from the capital markets and borrowings from financial institutions, including ¥201.6 billion short-term debt and ¥4,025.4 billion long-term debt as of 31st March, 2018. An increase in interest rates, especially in Japan and the United States, may adversely affect Mitsui's operating results.

**(D) Stock Price Risk**

A significant portion of Mitsui's investment portfolio consists of marketable equity financial assets. At 31st March, 2018, its marketable equity financial assets recognised to designate as FVTOCI were carried at fair value of ¥1,046.6 billion, representing 9.3% of Mitsui's total assets. While Mitsui periodically reviews its investment portfolio, a decline in the equity securities market could negatively impact the value of its investment portfolio and operating results and financial condition due to the decline of other comprehensive income.

**(E) Risks Regarding Pension Cost and Projected Benefit Obligations**

Declines in the market value of domestic and foreign government bonds, other debt securities and marketable equity securities would reduce the value of Mitsui's pension plan assets. A decline in the value of Mitsui's pension plan assets or an increase in Mitsui's unfunded defined benefit obligation could adversely affect Mitsui's operating results and financial condition due to the decline of other comprehensive income and retained earnings.

**Credit Risks**

Mitsui is exposed to large-scale counterparty credit risks, including the following:

- While many of Mitsui's customers purchase products and services from Mitsui on credit, Mitsui may also provide financing programs or debt guarantees for customers associated with sales contracts. At 31st March, 2018, Mitsui's current trade receivables (less allowance for doubtful receivables – current) were ¥1,766.0 billion, representing 15.6% of Mitsui's total assets. The balance of the allowance for doubtful receivables – current for the year ended 31st March, 2018 was ¥8.6 billion.
- Mitsui engages in significant project financing activities as a lender or guarantor whereby Mitsui assumes repayment risks.
- Mitsui assumes counterparty payment risks through a variety of derivative transactions which Mitsui enters into as part of its hedging activities.

It is not possible for Mitsui's credit risk management policy to completely eliminate risks relating to the deterioration of financial condition of Mitsui's counterparties. Furthermore, factors such as insolvencies among Mitsui's customers caused by liquidity crises, sudden falls in real estate market or stock market prices, or increases in company bankruptcies may make it difficult for Mitsui to collect receivables.

#### ***Risks Regarding Impairment Loss on Fixed Assets***

Assets for Mitsui's own use and/or rental to third parties, such as equipment and fixtures, land and buildings are exposed to potential significant impairment losses due to the decline in the value of these assets. The total of the carrying amounts of property, plant and equipment, investment property and intangible assets was ¥2,092.1 billion as of 31st March, 2018. The carrying amounts of assets for Mitsui's own use and/or rental to third parties are affected by certain factors, which are beyond Mitsui's control such as changes in price, sales volume, production volume and cost based on global or local supply and demand. When impairment losses on these assets occur, an adverse effect on Mitsui's operating results and financial condition may be caused.

#### ***Risks Regarding Fund Procurement***

Turmoil in financial markets, a downgrade in Mitsui's credit ratings or a significant change in the lending or investment policies of Mitsui's lenders or institutional investors could result in constraints on Mitsui's fund procurement and an increase in funding costs, and could have an adverse effect on Mitsui's financial position and liquidity.

#### ***Risks Regarding Deferred Tax Assets***

Mitsui determines the recoverability of deferred tax assets based on all currently available information, including tax deductibility of accounting losses, their timing as well as future taxable income at Mitsui. Deferred tax assets are recognised except for cases where such deferred tax assets are not recoverable, while the amount of recoverable net deferred tax assets may change if estimates of future taxable income are changed or if tax laws and regulations including statutory tax rates are revised.

A worsening of Mitsui's operating environment could negatively affect Mitsui's ability to achieve the goals set in Mitsui's business plan, and future taxable income may decrease compared to the amount anticipated in the current tax planning strategies. In such cases, decrease in deferred tax assets, due to the changes in assessment for recoverability of deferred tax assets, may adversely affect Mitsui's operating results and financial condition.

#### ***Concentrated Risk Exposures***

Various types of businesses worldwide sometimes expose Mitsui to risks associated with regional political and economic instabilities, in addition to aspects of the global economic environment such as commodity market conditions, demand and supply for commodities, currency exchange rates and interest rates. Furthermore, certain business activities of Mitsui may be exposed to a risk of concentration in particular industries located in specific regions or countries. For example:

- In Brazil, Chile and Russia, Mitsui has significant interests in the exploration, development and production of mineral resources and energy.
- In Indonesia, Mitsui actively participates in infrastructure projects, including the operation of power plants, and maintains a nationwide motorcycle retail finance business.
- In Mozambique, Mitsui has significant interests in the rail and port infrastructure business and the exploration, development and production of mineral resources.

As a result, declining levels of trading activities or asset volumes in specific sectors or in certain regions or countries, or unexpected political or economic instabilities could have a disproportionately negative effect on Mitsui's business, operating results and financial condition.



### ***Business Investment Risk***

As of 31st March, 2018, Mitsui & Co. had 265 consolidated subsidiaries and 207 equity accounted investees. Mitsui & Co. has been continuously restructuring underperforming businesses of Mitsui & Co.'s consolidated subsidiaries and associated companies using a process introduced to assess their profitability. If Mitsui & Co. fails to successfully restructure or eliminate its underperforming subsidiaries and associated companies in a timely manner, or if such efforts fail to improve Mitsui's business operations as contemplated, Mitsui's business operations may become less efficient and its operating results and financial condition may be adversely affected.

Furthermore, Mitsui participates in various businesses directly or indirectly through joint ventures or by making strategic investments in other companies and business enterprises. The outcome of these joint ventures and strategic investments is unpredictable because:

- operational success is critically dependent on factors that are beyond Mitsui's control such as the financial condition and performance of the partner companies or the strategic investees; or
- with respect to certain associated companies, Mitsui may be unable to exercise adequate control over the management, operations and assets of the companies in which Mitsui invested or may be unable to make major decisions without the consent of other shareholders or participants due to lack of common business goals and strategic objectives with Mitsui's alliance partners.

Any occurrence of these events could have an adverse effect on Mitsui's operating results and financial condition.

### ***Risks Regarding Exploration, Development and Production of Mineral Resources and Oil and Gas***

Mitsui participates as a non-operator in many mineral and oil and gas projects. Under these circumstances, Mitsui carefully considers the business potential and profitability of projects based on the information and data provided by operators, who has the discretion to control operations of such projects, including decision-making for development and production. The significance of such projects to Mitsui's operating results and financial condition is increasing. Engaging in mining and oil and gas projects involve risks including the following:

- development of such projects may face significant delays in schedule or cost overruns due to difficulties in technical conditions, procurement of materials, financial conditions of the operators and local governmental regulations including environmental laws and regulations;
- reserves are estimated based on geological, technical, contractual and economic information which was only available as at the time of planning a certain project, and the actual level of reserves, which are commercially extractable, may be significantly smaller than originally estimated due to development or production difficulties; and
- exploration activities may not produce successful results, and reserve replacement may not be achieved as per the estimated cost and time schedule.

In addition to the above-mentioned risks, an operator's failure in managing such projects may adversely affect Mitsui's operating results and financial condition.

### ***Risks Due to Competition***

Products and services Mitsui provides are generally under competition. Other Japanese general trading companies as well as other competitors which engage in similar business activities in various fields may have stronger business associations and relationships with Mitsui's customers, suppliers and business partners in both domestic and global markets; or stronger global network and regional expertise, diversified global customer bases, greater financial engineering skills and market insights.

Unless Mitsui can successfully continue to meet the changing needs of its customers by providing them with innovative and integrated services in a cost effective manner, Mitsui may lose its market share or relationships with its existing customers, and this may have an adverse effect on Mitsui's operating results and financial condition.

#### ***Risk Regarding Limitation of Resources on Business***

In developing new businesses, Mitsui invests in human resources who are capable of planning and evaluating businesses, executing projects and managing and supervising workforce. However, in certain business areas Mitsui may have a shortage of required personnel, which may result in opportunity losses, which may, in turn, adversely affect Mitsui's future business, operating results and financial condition.

#### ***Environmental Risks***

Various projects and business transactions in which Mitsui is involved worldwide are subject to extensive environmental laws and regulations. In particular, the Mineral & Metal Resources Segment and Energy Segment may be adversely affected by present or future environmental regulations or enforcement in connection with its exploration, development and production activities. For example, Mitsui is subject to complex sets of environmental regulations in Australia, Brazil, Chile, Russia, and the Middle East. These laws and regulations may require Mitsui to perform site clean-ups, curtail or cease certain operations, pay fines and compensations for significant environmental damage, install costly pollution control equipment and modify Mitsui's ways of conducting operations. Newly enacted environmental laws and regulations or changes therein, criticism by stakeholders such as NPOs and NGOs, advice from institutional shareholder service provider and rating by the ESG/SRI research company may materially impact the progress of such projects.

Once an environmental accident occurs, as the owner of mineral resource and energy interests, regardless of the degree of Mitsui's contribution to such accidents or acts of negligence, Mitsui may be imposed to bear fines or payments for compensation from environmental authorities or other concerned parties, even in situations where Mitsui has no involvement at all in actual operations as a non-operator. These fines and/or compensation payments may include clean-up costs, compensation for environmental damages, compensation for health hazard and/or property damage to those affected by the accident, compensation for absence from work and/or for loss of earnings, which may solely or in aggregate adversely affect Mitsui's operating results and financial condition.

#### ***Risks Associated with Laws and Regulations***

Mitsui's business operations are subject to extensive laws and regulations in Japan and other countries throughout the world. Mitsui's operations are subject to laws and regulations governing, among other things, commodities, consumer protection, business and investment approvals, environmental protection, currency exchange control, import and export (including restrictions from the viewpoint of national and international security), taxation, and antitrust. For instance, many of Mitsui's infrastructure projects in developing countries are subject to less developed legal systems. As a result, Mitsui's costs may increase due to factors such as the lack of a comprehensive set of laws and regulations, an unpredictable judicial system based on inconsistent application and interpretation of laws and regulations, and changing practices of regulatory and administrative bodies. For example, Mitsui is subject to sudden and unpredictable changes to: tariffs for products and services that Mitsui provides; technical specifications with respect to environmental regulations; income tax and duty rates; and foreign currency exchange controls with respect to repatriation of investments and dividends.

Furthermore, while Mitsui is involved in the exploration, development and production activities through various contractual arrangements for concessions, the contracts may not be honored or extended when they expire. Moreover, the regulatory bodies of these areas may unilaterally intervene or even alter the contractual terms of Mitsui's oil and gas as well as mineral resource producing operations involving production rates, pricing formulas, royalties, environmental protection cost, land tenure or otherwise. If these regulatory bodies

unilaterally alter such contractual terms, or if the cost of complying with revised or newly established laws and regulations increases, Mitsui's business, operating results and financial condition could be adversely affected. In order to comply with laws and regulations, Mitsui may bear considerable additional costs.

#### ***Risks Regarding Employee's Compliance with Laws, Regulations, and Internal Policies***

Due to Mitsui's size, as well as the operational and geographic breadth of Mitsui's activities, its day-to-day operations are necessarily de-centralised. As a result, Mitsui cannot fully ensure that its employees comply with all applicable laws and regulations as well as Mitsui's internal policies. For example, Mitsui's employees may engage in unauthorised trading activities and exceed the allotted market risk exposure for various commodities or extend an unauthorised amount of credit to a client, which, in either case, may result in unknown losses or unmanageable risks. Moreover, Mitsui's employees could engage in various unauthorised activities prohibited under the laws of Japan or other jurisdictions to which Mitsui is subject, including export regulations, anticorruption laws, antitrust laws and tax regulations. The efforts Mitsui undertakes to ensure employees' compliance with applicable laws and regulations as well as Mitsui's internal policies may not succeed in preventing misconduct by Mitsui's employees. Depending on its nature, employees' misconduct could have negative effects on Mitsui's operating results and reputation.

#### ***Risks Regarding Internal Control***

Mitsui is engaged in business activities in a variety of products and services worldwide and Mitsui's internal control over financial reporting needs to be established for numerous transaction patterns. Mitsui may be unable to maintain adequate internal control over financial reporting, and not be able to assert that Mitsui's internal control over financial reporting is effective. This could adversely affect the capital market's perception of Mitsui and may cause negative market reactions.

#### ***Risks Regarding Climate Changes and Natural Disasters***

Initiatives are undertaken globally to reduce greenhouse gases because greenhouse gases are said to be the root cause of climate change and global warming. Such initiatives include the adoption of "Paris Agreement" at the 21st Session of the Conference of Parties (COP21) to the United Nations Framework Convention on Climate Change and ratification thereof by each nation.

Mitsui recognises the significance of climate change. Mitsui faces risks related to transition to a low carbon emission economy (policy and legal risks, technology risks and market risks) and physical risks resulting from climate change could adversely affect the operating results of Mitsui. For example, policy and legal risks such as the introduction of government-imposed greenhouse gas emission restrictions, including environmental taxes and cap and trade schemes of emission credits, could adversely affect the operating results of Mitsui's businesses that use fossil fuel and emit a large amount of greenhouse gases, such as its businesses in power generation overseas and in the production of coal, oil and gas in which Mitsui has a minority shareholding.

Extreme weather conditions have been increasing recently due to climate change, especially the occurrence of intense storms, hurricanes and cyclones, which are strong tropical depressions in the Atlantic and South Pacific oceans, respectively. Such extreme weather conditions may have an adverse impact on the production and shipments of Mitsui's mineral resources, oil and gas, and its salt production operations, leading to increased costs and/or decreased revenues. In the case that production sites, production facilities, and infrastructure used for shipments such as roads, railways and ports, are seriously damaged by extreme weather conditions, operations and shipments could stop for indeterminate periods until restoration work is completed. Extreme weather conditions such as drought could also adversely affect foods raw material producing activities in which Mitsui has investments.

Furthermore, natural disaster, such as earthquake, heavy rain or flood, that affects Mitsui's employees and damages Mitsui's offices or facilities, may adversely hinder Mitsui's business and affect Mitsui's operating

results. To minimise potential disruptions to its business, Mitsui has implemented measures such as developing a disaster contingency manual, creating a Business Continuity Plan (BCP), introducing a safety confirmation system for employees, reinforcing earthquake resistance, and conducting emergency drills. However, despite these measures, there can be no assurance that damage from natural disasters can be completely avoided.

#### ***Risks Regarding Information Systems and Information Securities***

For the worldwide operation of Mitsui's global communication network, it is important to properly operate its IT system, grasp the value of information and handle it appropriately. Mitsui enhances the safety and security of its information systems through the development of related regulations to secure confidentiality, integrity, and availability of information and information systems for Mitsui. Mitsui reduces risks of data breaches by improving guidelines for risk management, and tackling external threats with various measures, including the security monitoring of Mitsui's IT networks.

However, Mitsui cannot eliminate all possibilities of breach or leak of confidential business information triggered by unexpected serious IT system failures, and unforeseeable threats against its IT system infrastructure or communications networks. Such situations could seriously reduce Mitsui's operational efficiency or may jeopardise its ability to maintain or expand business activities, which in turn may have an adverse impact on Mitsui's business, operating results and financial condition.

#### ***Risks Relating to Terrorists and Violent Groups***

Mitsui conducts business operations globally, and therefore is exposed to unexpected situations caused by terrorists and violent groups, as well as trends in politics and social factors. The materialisation of such risks may have an adverse impact on Mitsui's business, operating results and financial condition.

#### **Risks Related to the Notes**

##### ***Notes subject to optional redemption by the Issuer***

An optional redemption feature is likely to limit the market value of Notes. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

##### ***Fixed/Floating Rate Notes***

Fixed/Floating Rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of such Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same Reference Rate (as defined in the Conditions). In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Notes.

##### ***Notes linked to LIBOR (including Floating Rate Notes)***

The Programme allows for the issuance of Notes that reference LIBOR, in particular with respect to certain Floating Rate Notes where the Reference Rate may be LIBOR. The Final Terms for Notes will specify

whether LIBOR is applicable. The UK Financial Conduct Authority has announced that after 2021 it will no longer persuade or compel banks to submit rates for the calculation of the LIBOR benchmark and that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021 by the UK Financial Conduct Authority. The Conditions contain fallback provisions in the event that LIBOR rates are not available, however the potential elimination of the LIBOR benchmark, or changes in the manner in which the LIBOR benchmark is administered, could result in discrepancies in the rates calculated according to the Conditions and those based on any substitute or alternate benchmark that has become the market standard by or after 2021. Any such consequence could have a material adverse effect on the value and marketability of, and return on, any Notes linked to LIBOR.

Where Screen Rate Determination is specified as the manner in which the Rate of Interest (as defined in the Conditions) in respect of Floating Rate Notes is to be determined, and LIBOR has been selected as the Reference Rate, the Conditions provide that the Rate of Interest shall be determined by reference to the Relevant Screen Page (as defined in the Conditions).

In the event that LIBOR is permanently discontinued and the successor or replacement may not be available, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (as defined in the Conditions) which may result in Notes linked to or referencing LIBOR performing differently (including paying a lower Rate of Interest) than they would do if LIBOR were to continue to apply in its current form.

#### ***Notes issued at a substantial discount or premium***

The market value of the Notes issued at a substantial discount or premium to their nominal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing Notes. Generally, the longer the remaining term of the Notes, the greater the price volatility as compared to conventional interest-bearing Notes with comparable maturities.

#### ***Modification and waivers***

The Conditions and the Agency Agreement (as defined in the Conditions) contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

#### ***Integral multiples of less than the Specified Denomination***

In relation to any issue of Notes in bearer form which have a denomination consisting of the minimum Specified Denomination (as defined in the Conditions) of €100,000 plus a higher integral multiple of another smaller amount, it is possible that the Notes may be traded in amounts in excess of €100,000 (or its equivalent) that are not integral multiples of €100,000 (or its equivalent). In such a case a Noteholder who, as a result of trading such amounts, holds a principal amount of less than the minimum Specified Denomination will not receive a Definitive Note in respect of such holding (should Definitive Notes be printed). If the Noteholder requires a Definitive Note for such holding, a Noteholder would need to purchase a principal amount of Notes such that it holds an amount equal to one or more Specified Denominations.

#### ***Change of law***

The Conditions are based on English law in effect as at the date of issue of the relevant Notes. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of issue of the relevant Notes.

#### ***Delisting***

Where a particular issue of Notes has been listed, the Issuer may where (A) the Issuer is unable to comply with the requirements for maintaining the listing of the relevant Notes or (B) if maintenance of such listing is agreed by the Arranger or the relevant Dealer(s) or lead manager(s), as the case may be, to have become

unduly onerous, the Issuer may delist such Notes from the relevant stock exchange on which they are listed provided that the Issuer uses all reasonable endeavours to obtain and maintain a listing of such Notes on some other major stock exchange or exchanges as the Issuer (acting reasonably) may select.

#### ***The secondary market generally***

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes.

#### ***Exchange rate risks and exchange controls***

The Issuer will pay principal and interest on the Notes in the Specified Currency (as defined in the Conditions). This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "Investor's Currency") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (i) the Investor's Currency-equivalent yield on the Notes, (ii) the Investor's Currency equivalent value of the principal payable on the Notes and (iii) the Investor's Currency equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

#### ***Interest rate risks***

Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of Fixed Rate Notes.

#### ***Certain currencies are not freely convertible; are subject to restrictions on transfer; and/or may be subject to other limitations.***

Notes may be issued in one or more Specified Currencies that are not freely convertible into other currencies, or are subject to restrictions on remittance and transfer. Notes may also be issued in one or more Specified Currencies that are limited in their availability, which in turn may affect the liquidity of Notes denominated in such Specified Currencies and the Issuer's ability to source such Specified Currencies to service the Notes. In addition, unanticipated changes in government regulation can, and may, further impact the availability and convertibility of certain Specified Currencies, which will impact the suitability of such Notes as well as the Issuer's ability to source such Specified Currencies to service the Notes.

In particular, Renminbi is not freely convertible and is subject to certain conversion requirements. Subject to limited exceptions, the remittance of Renminbi into the PRC for settlement of capital account items is subject to restrictions, and foreign investors may only remit offshore Renminbi into the PRC for capital account purposes, such as shareholders' loan or capital contributions, upon obtaining prior regulatory approval. The Renminbi is also a developing market and the liquidity of the Renminbi market remains limited. There can be no assurances that further government regulation will not cause a contraction in such market. Renminbi products may suffer significant losses in liquidating the underlying investments if such investments do not have an active secondary market and their prices have large bid/offer spreads. Further, pursuant to the

Conditions, payments in respect of Notes denominated in CNH are subject to restrictions, including a restriction that payment will be made solely by transfer to an account denominated in Renminbi.

Similarly, due to the lack of experience of the ICSDs with settling, clearing and trading debt instruments that are both denominated and settled in Roubles, there can be no guarantee that such clearing, settlement and trading procedures will progress smoothly or in a way which is comparable to procedures carried out with respect to instruments denominated in more conventionally settled currencies.

Although restrictions on the transfer and holding of Roubles offshore and their repatriation onshore have now been lifted for non-residents (save for some restrictions which apply to the regime of residents' accounts held outside of the Russian Federation), there is still no specific tested framework under Russian law for transferring or holding Roubles in offshore Rouble accounts. All payments of Roubles to, from, or between Rouble accounts located outside the Russian Federation will be made via onshore correspondent accounts within the Russian banking system. The Russian banking system is less developed than many of its Western counterparts and consequently there is a risk that payments of both principal and interest under relevant Notes, and proceeds from the sale of such Notes, will be subject to delays and disruptions which may not exist in more mature banking markets.

In order for Noteholders to remove Roubles received from payments of principal and interest on the relevant Notes and proceeds from the sale of such Notes from the ICSDs, they will need to hold a bank account denominated in Roubles. The administrative difficulties associated with (i) opening Rouble accounts outside the Russian Federation and (ii) non-resident Noteholders opening Rouble accounts onshore in the Russian Federation are significant.

As a result of the above, any unforeseen difficulties in dealing with Rouble payments and/or Rouble accounts may have an adverse effect on the liquidity, marketability or trading price of such Notes.

***Credit ratings may not reflect all risks.***

One or more independent credit rating agencies may assign credit ratings to an issue of Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

***Legal investment considerations may restrict certain investments.***

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) Notes are legal investments for it, (ii) Notes can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

## TERMS AND CONDITIONS OF THE NOTES

*The following are the Conditions in respect of Notes which, subject to completion and amendment and as supplemented or varied in accordance with the provisions of Part A of the relevant Final Terms and save the paragraphs in italics, will be applicable to the Notes and, subject further to simplification by deletion of non-applicable provisions, will be endorsed upon, or attached to, Definitive Notes or Definitive Certificates, details of the relevant Series being shown on the relevant Notes and in Part A of the relevant Final Terms. References in the Conditions to “Notes” are to the Notes of one Series (as defined below) only, not to all Notes which may be issued under the Programme.*

The Notes are issued pursuant to an amended and restated agency agreement dated 7th September, 2017 (as amended or supplemented as at the Settlement Date, the “Agency Agreement”) between Mitsui & Co., Ltd. (the “Issuer”), Citibank, N.A., London Branch, as issuing and principal paying agent (the “Issuing and Principal Paying Agent”) and as fiscal agent (the “Fiscal Agent”), Citigroup Global Markets Europe AG as registrar (the “Registrar”), and the transfer agents (the “Transfer Agent”), paying agents (the “Paying Agent” which expression shall include the Issuing and Principal Paying Agent) and other agents named in it, and with the benefit of deed of covenant dated 7th September, 2017 executed by the Issuer (as amended or supplemented as at the Settlement Date, the “Deed of Covenant”). The initial Calculation Agent(s) (if any) is specified hereon. The Noteholders (as defined below), the holders of the interest coupons (the “Coupons”) relating to interest bearing Notes in bearer form and, where applicable in the case of such Notes, talons for further Coupons (the “Talons”) (the “Couponholders”) and the holders of the instalment receipts (the “Receipts”) appertaining to the payment of principal by instalments of Notes in bearer form are deemed to have notice of all of the provisions of the Agency Agreement applicable to them. Copies of the Agency Agreement and the Deed of Covenant are available for inspection at the specified offices of each of the Paying Agents, the Fiscal Agent, the Registrar and the Transfer Agents.

### 1. Form of Notes

#### (a) *Form, Denomination and Title*

The Notes are issued in bearer form (“Bearer Notes”) or in registered form (“Registered Notes”), in each case in the Specified Denomination(s) shown hereon.

This Note is a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, an Instalment Note or a combination of any of the foregoing, depending upon the Interest and Redemption/Payment Basis shown hereon.

Bearer Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Zero Coupon Notes, in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable. Instalment Notes in bearer form are issued with one or more Receipts attached.

Registered Notes are represented by registered certificates (“Certificates”) and, save as provided in Condition 1(b)(iii), each Certificate shall represent the entire holding of Registered Notes by the same holder.

Title to the Bearer Notes and the Receipts, Coupons and Talons relating to it shall pass by delivery. Title to the Registered Notes shall pass by registration in the register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the “Register”). Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Note, Receipt, Coupon or Talon, as the case may be, shall be deemed to be and may be treated as the absolute owner of such Note, Receipt, Coupon or Talon, as the case may be, for the purpose of receiving payment thereof or on account thereof and for all other purposes, whether or not such Note, Receipt, Coupon or Talon, as the case may be, shall be overdue and notwithstanding any



notice of ownership, trust, theft or loss thereof (or of the Certificate representing it) or any writing thereon (or on the Certificate representing it) made by anyone and no person shall be liable for so treating the holder. In these Conditions, “Noteholder” means the bearer of any Bearer Note and the Receipts relating to it or the person in whose name a Registered Note is registered (as the case may be), “holder” (in relation to a Note, Receipt, Coupon or Talon) means the bearer of any Bearer Note, Receipt, Coupon or Talon or the person in whose name a Registered Note is registered (as the case may be) and capitalised terms have the meanings given to them hereon, the absence of any such meaning indicating that such term is not applicable to the Notes.

All capitalised terms which are not defined in these Conditions will have the meanings given to them in the Agency Agreement or relevant Final Terms.

**(b) No Exchange of Notes and Transfers of Registered Notes**

- (i) **No Exchange of Notes:** Registered Notes may not be exchanged for Bearer Notes. Bearer Notes of one Specified Denomination may not be exchanged for Bearer Notes of another Specified Denomination. Bearer Notes may not be exchanged for Registered Notes.
- (ii) **Transfer of Registered Notes:** One or more Registered Notes may be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Certificate representing such Registered Notes to be transferred, together with the form of transfer endorsed on such 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 Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Registered Notes represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. All transfers of Registered Notes and entries on the Register will be made subject to the detailed regulations concerning transfers of Registered Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Registrar and the Noteholders. A copy of the current regulations will be made available by the Registrar to any Noteholder upon request.
- (iii) **Exercise of Options or Partial Redemption in Respect of Registered Notes:** In the case of an exercise of the Issuer’s or Noteholders’ option in respect of, or a partial redemption of, a holding of Registered Notes represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Notes of the same holding having different terms, separate Certificates shall be issued in respect of those Registered Notes of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Transfer Agent. In the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.
- (iv) **Delivery of New Certificates:** Each new Certificate to be issued pursuant to Conditions 1(b)(ii) or (iii) shall be available for delivery within three business days of receipt of the form of transfer or Exercise Notice (as defined in Condition 5(f)) and surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such form of transfer, Exercise Notice or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the form of transfer, Exercise Notice or otherwise in writing, be mailed by uninsured post at the risk of the holder

entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Agent (as defined in the Agency Agreement) the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 1(b)(iv), “business day” means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the relevant Transfer Agent or the Registrar (as the case may be).

- (v) **Transfer Free of Charge:** Transfers of Registered Notes and issue of Certificates on registration, transfer, partial redemption or exercise of an option shall be effected without charge to the Noteholder by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment by the Noteholder of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity by the Noteholder as the Registrar or the relevant Transfer Agent may require).
- (vi) **Closed Periods:** No Noteholder may require the transfer of a Registered Note to be registered (i) during the period of 15 days ending on the due date for redemption of, or payment of any Instalment Amount in respect of, that Note, (ii) during the period of 15 days before any date on which Notes may be called for redemption by the Issuer at its option pursuant to Condition 5(e), (iii) after any such Note has been called for redemption or (iv) during the period of seven days ending on (and including) any Record Date (as defined in Condition 6(b)).

## 2. Status of Notes

### *Status of Notes*

The Notes and the Receipts and Coupons constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 3(a)) unsecured obligations of the Issuer and rank *pari passu* and rateably without any preference among themselves and (subject to any applicable statutory exceptions and without prejudice as aforesaid) rank equally with all other unsecured and unsubordinated indebtedness and monetary obligations of the Issuer, present and future.

## 3. Negative Pledge

So long as any of the Notes remains outstanding (as defined in the Agency Agreement), the Issuer will not create or permit to be outstanding any pledge, mortgage, charge or other security interest for the benefit of the holders of Securities (as defined below) upon the whole or any part of its property or assets, present or future, of the Issuer to secure payment of any sum due in respect of any Securities, without in any such case at the same time according to the Notes, Receipts and Coupons either the same security as is granted to or is outstanding in respect of such Securities or such other security as shall be approved by an Extraordinary Resolution (as defined in the Agency Agreement) of the Noteholders.

For the purposes of this Condition, “Securities” shall mean an issue of bonds, debentures, notes or other similar securities which:

- (i) either (A) are by their terms payable, or confer a right to receive any payment, in any currency other than Yen or (B) are denominated in Yen and more than 50 per cent. of the aggregate nominal amount thereof is initially distributed outside Japan by or with the authorisation of the Issuer or (as the case may be) the other entity being the principal debtor in respect thereof; and
- (ii) are for the time being, or are intended to be, quoted, listed, ordinarily dealt in or traded on any stock exchange or listing authority or over-the-counter or other similar securities market outside Japan.

## 4. Interest and Other Calculations

### (a) *Interest on Fixed Rate Notes*

Each Fixed Rate Note bears interest on its outstanding nominal amount (or if it is repayable in instalments, its nominal amount outstanding) from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest (as defined below), such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 4(f).

Interest will cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment of principal is improperly withheld or refused, in which event interest will continue to accrue (as well after as before judgment) at the Rate of Interest in the manner provided in this Condition 4 to the Relevant Date (as defined in Condition 7(c)).

**(b) Interest on Floating Rate Notes**

- (i) Each Floating Rate Note bears interest on its outstanding nominal amount (or if it is repayable in instalments, its nominal amount outstanding) from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 4(f). Such Interest Payment Date(s) is/are either shown hereon as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown hereon, Interest Payment Date shall mean each date which falls on the number of months or other period shown hereon as the Specified Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.
- (ii) If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day (as defined below), then, if the Business Day Convention specified is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.
- (iii) The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period (as defined below) shall be determined in the manner specified hereon and the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified hereon.

**(A) ISDA Determination for Floating Rate Notes**

Where ISDA Determination is specified hereon as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate. For the purposes of this sub-paragraph (A), "ISDA Rate" for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions (as defined below) and under which:

- (x) the Floating Rate Option is as specified hereon;

- (y) the Designated Maturity is a period specified hereon; and
- (z) the relevant Reset Date is the first day of that Interest Accrual Period unless otherwise specified hereon.

For the purposes of this sub-paragraph (A), “Floating Rate”, “Calculation Agent”, “Floating Rate Option”, “Designated Maturity”, “Reset Date” and “Swap Transaction” have the meanings given to those terms in the ISDA Definitions.

(B) Screen Rate Determination for Floating Rate Notes

- (x) Where Screen Rate Determination is specified hereon as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be either:

- (1) the offered quotation; or
- (2) the arithmetic mean of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate (which shall be LIBOR, EURIBOR, TIBOR, Shibor, BBSW, MosPrime Rate, JIBAR, SOR, SIBOR or CNH HIBOR) which appears or appear, as the case may be, on the Relevant Screen Page (as defined below) as at 11.00 a.m. (London time in the case of LIBOR or Brussels time in the case of EURIBOR), or 11.15 a.m. (Hong Kong time) or if, at or around that time it is notified that the fixing will be published at 2.30 p.m. (Hong Kong time), then as of 2.30 p.m. (in the case of CNH HIBOR) or as at such other Relevant Time specified hereon, on the Interest Determination Date (as defined below) in question as determined by the Calculation Agent. 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 of such offered quotations.

- (y) if the Relevant Screen Page is not available or if, Condition 4(b)(iii)(B)(x)(1) applies and no such offered quotation appears on the Relevant Screen Page or if Condition 4(b)(iii)(B)(x)(2) applies and fewer than three such offered quotations appear on the Relevant Screen Page in each case as at the time specified above, subject as provided below, the Calculation Agent shall request, if the Reference Rate is LIBOR, the principal London office of each of the Reference Banks (as defined below) or, if the Reference Rate is EURIBOR, the principal Euro-zone office of each of the Reference Banks or, if the Reference Rate is CNH HIBOR, the principal Hong Kong office of each of the Reference Banks, or, if the Reference Rate is other than LIBOR, EURIBOR or CNH HIBOR, the principal office of each of the Reference Banks in the location specified hereon, to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) or, if the Reference Rate is CNH HIBOR, at approximately 11.00 a.m. (Hong Kong time) or, if the Reference Rate is other than LIBOR, EURIBOR or CNH HIBOR, as at the Relevant Time specified hereon, in each case, on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such

offered quotations, the Rate of Interest for such Interest Period (as defined below) shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent; and

- (z) if Condition 4(b)(iii)(B)(y) applies and the Calculation Agent determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) 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, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) or, if the Reference Rate is CNH HIBOR, at approximately 11.00 a.m. (Hong Kong time) or, if the Reference Rate is other than LIBOR, EURIBOR or CNH HIBOR, as at the Relevant Time specified hereon, in each case, on the relevant Interest Determination Date, deposits in the Specified Currency (as defined below) for a period equal to that which would have been used for the Reference Rate by leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market or, if the Reference Rate is CNH HIBOR, the Hong Kong inter-bank market or, if the Reference Rate is other than LIBOR, EURIBOR or CNH HIBOR, the location for the Reference Banks specified hereon, as the case may be, 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 of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) or, if the Reference Rate is CNH HIBOR, at approximately 11.00 a.m. (Hong Kong time) or, if the Reference Rate is other than LIBOR, EURIBOR or CNH HIBOR, as at such other Relevant Time specified hereon, in each case, on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion and the Issuer suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market or, if the Reference Rate is CNH HIBOR, the Hong Kong inter-bank market or, if the Reference Rate is other than LIBOR, EURIBOR or CNH HIBOR, the location for the Reference Banks specified hereon, as the case may be, provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).

(c) ***Interest Rate on Zero Coupon Notes***

Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 5(d)(ii)).

**(d) *Accrual of Interest***

Interest (if any) shall cease to accrue on each Note (or in the case of the redemption of part only of a Note, that part only of such Note) on the due date for redemption unless, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (as well after as before judgment) at the Rate of Interest in the manner provided in this Condition 4 to the Relevant Date.

**(e) *Margin, Maximum/Minimum Rates of Interest, Instalment Amounts and Redemption Amounts and Rounding***

- (i) If any Margin is specified hereon (either (x) generally or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with (b) above, by adding (if a positive number) or subtracting (if a negative number) the absolute value of such Margin subject always to the next paragraph.
- (ii) If any Maximum or Minimum Rate of Interest, Instalment Amount or Redemption Amount is specified hereon, then any Rate of Interest, Instalment Amount or Redemption Amount shall be subject to such maximum or minimum, as the case may be. If no Minimum Rate of Interest for any Interest Period is specified in the relevant Final Terms, then the Minimum Rate of Interest in respect of such Interest Period shall be deemed to be zero (0) and in no event shall the Rate of Interest for such period calculated in accordance with (b) above be less than zero.
- (iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts which fall due and payable will be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of Japanese yen, which shall be rounded down to the nearest Japanese yen. For these purposes “unit” means the lowest amount of such currency which is available as legal tender in the country(ies) of such currency.

**(f) *Calculations***

The amount of interest payable per Calculation Amount in respect of any Note for any Interest Accrual Period shall be equal to the product of the Rate of Interest, the Calculation Amount specified hereon, and the Day Count Fraction for such Interest Accrual Period and, in the case of Notes denominated in CNH, rounding the resulting figure to the nearest cent (half a cent being rounded upwards). Unless an Interest Amount (or a formula for its calculation) is specified in respect of such Interest Accrual Period, in which case the amount of interest payable per Calculation Amount in respect of such Note for such Interest Accrual Period shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable per Calculation Amount in respect of such Interest Period shall be the sum of the Interest Amounts payable in respect of each of those Interest Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated.

(g) ***Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts and Instalment Amounts***

The Calculation Agent shall, as soon as practicable on each Interest Determination Date or such other time on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the amount of interest payable in respect of each Specified Denomination of the Notes for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Instalment Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or any Instalment Amount, to be notified to the Issuer, the Issuing and Principal Paying Agent, each of the other Paying Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes which is to make a further calculation upon receipt of such information and, if the Notes are listed on a stock exchange and the rules of such exchange or other relevant authority so require, such exchange or other relevant authority as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination, in accordance with Condition 13.

The Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Notes become due and payable under Condition 9, the accrued interest and the Rate of Interest payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of each Rate of Interest, Interest Amount, Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount and Instalment Amount, the obtaining of each quote and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

(h) ***Definitions***

In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

“Business Day” means:

- (i) in the case of a Specified Currency other than euro and CNH, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for that currency; and/or
- (ii) in the case of euro, a day on which the TARGET System (as defined below) is operating (a “TARGET Business Day”); and/or
- (iii) in the case of CNH, a day (other than a Saturday, Sunday or public holiday) on which commercial banks and foreign exchange markets are open for business in Hong Kong, and on which commercial banks in Hong Kong are open for business and settlement of CNH payments; and/or
- (iv) in the case of a Specified Currency and/or one or more Business Centres, as specified hereon, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange

markets settle payments in such currency in the Business Centre(s) or, if no currency is indicated, generally in each of the Business Centres so specified.

“CNH” or “Renminbi” or “Chinese Yuan” means the lawful currency of the PRC.

“Day Count Fraction” means, in respect of the calculation of an amount on any Note for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting an Interest Period or Interest Accrual Period, the “Calculation Period”):

- (i) if “Actual/Actual” or “Actual/Actual-(ISDA)” is specified hereon, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (ii) if “Actual/365 (Fixed)” is specified hereon, the actual number of days in the Calculation Period divided by 365;
- (iii) if “Actual/360” is specified hereon, the actual number of days in the Calculation Period divided by 360;
- (iv) if “30/360”, “360/360” or “Bond Basis” is specified hereon, the number of days in the Calculation Period divided by 360 calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y2 - Y1)] + [30 \times (M2 - M1)] + (D2 - D1)}{360}$$

where:

“Y1” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y2” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M1” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M2” is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

“D1” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and

“D2” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

- (v) if “30E/360” or “Eurobond Basis” is specified hereon, the number of days in the Calculation Period divided by 360 calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y2 - Y1)] + [30 \times (M2 - M1)] + (D2 - D1)}{360}$$

where:

“Y1” is the year, expressed as a number, in which the first day of the Calculation Period falls;



“Y2” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M1” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

”M2” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D1” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and

“D2” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D2 will be 30;

- (vi) if “30E/360 (ISDA)” is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y2 - Y1)] + [30 \times (M2 - M1)] + (D2 - D1)}{360}$$

where:

“Y1” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y2” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M1” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M2” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D1” is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D1 will be 30; and

”D2” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D2 will be 30; and

- (vii) if “Actual/Actual-ICMA” is specified hereon,
- (a) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and
  - (b) if the Calculation Period is longer than one Determination Period, the sum of:
    - (x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and

- (y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year

where:

“Determination Period” means the period from and including a Determination Date in any year to but excluding the next Determination Date.

“Interest Accrual Period” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date (as defined below) and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date.

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“Interest Amount” means:

- (i) in respect of an Interest Accrual Period, the amount of interest payable per Calculation Amount for that Interest Accrual Period and which, in the case of Fixed Rate Notes (other than Notes denominated in CNH), and unless otherwise specified hereon, shall mean the Fixed Coupon Amount or Broken Amount specified hereon as being payable on the Interest Payment Date ending the Interest Period of which such Interest Accrual Period forms part; and
- (ii) in respect of any other period, the amount of interest payable per Calculation Amount for that period.

“Interest Commencement Date” means the date of issue of the Notes (the “Settlement Date”) or such other date as may be specified hereon.

“Interest Determination Date” means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such hereon or, if none is so specified, (i) the first day of such Interest Accrual Period if the Specified Currency is Sterling or CNH other than where the Specified Currency is CNH and the Reference Rate is CNH HIBOR or (ii) the day falling two Business Days in London for the Specified Currency prior to the first day of such Interest Accrual Period if the Specified Currency is neither Sterling nor euro or (iii) the day falling two TARGET Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is euro or (iv) the day falling two Business Days in Hong Kong prior to the first day of such Interest Accrual Period if the Specified Currency is Renminbi and the Reference Rate is CNH HIBOR.

“Interest Period” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date.

“Interest Period Date” means each Interest Payment Date unless otherwise specified hereon.

“ISDA Definitions” means the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., unless otherwise specified hereon.

“PRC” means the People’s Republic of China which for the purpose of these Conditions shall exclude Hong Kong, the Macau Special Administrative Region of the People’s Republic of China and Taiwan.

“Rate of Interest” means the rate of interest payable from time to time in respect of this Note and that is either specified or calculated in accordance with the provisions hereon.

“Reference Banks” means, in the case of a determination of LIBOR, the principal London office of four major banks in the London inter-bank market, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, in the case of a determination of CNH HIBOR, the principal Hong Kong office of four major banks dealing in Chinese Yuan in the Hong Kong inter-bank market, and in the case of a determination of a Reference Rate other than LIBOR, EURIBOR or CNH HIBOR, four major banks in the location for the Reference Banks specified hereon, in each case selected by the Calculation Agent or as specified hereon.

“Reference Rate” means such rate specified as such hereon.

“Relevant Screen Page” means such page, section, caption, column or other part of a particular information service as may be specified hereon.

“Relevant Time” means such time as specified hereon.

“Specified Currency” means the currency specified as such hereon or, if none is specified, the currency in which the Notes are denominated.

“TARGET System” means the Trans European Automated Real Time Gross Settlement Express Transfer (known as TARGET2) System which was launched on 19th November, 2007 or any successor thereto.

**(i) Calculation Agent and Reference Banks**

The Issuer will procure that there shall at all times be one or more Calculation Agents if provision is made for them in the Conditions applicable to the Notes and for so long as any Notes are outstanding. Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for any Interest Period or to calculate the Interest Amounts or comply with any other requirements, the Issuer will appoint the London office of a leading bank engaged in the London interbank market to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

**5. Redemption, Purchase and Options**

**(a) Final Redemption**

Unless previously redeemed, purchased and cancelled as provided below or its maturity is extended pursuant to any Issuer’s or Noteholders’ option, as specified in the relevant Final Terms, each Note will be redeemed at its Final Redemption Amount (which, unless otherwise provided, is its nominal amount) on the Maturity Date specified on each Note.

**(b) Redemption for Taxation Reasons**

The Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date (if this Note is a Floating Rate Note) or at any time (if this Note is not a Floating Rate Note), on giving not less than 30 nor more than 60 days’ notice to the Noteholders (which notice shall be irrevocable), at their Early Redemption Amount (together with interest accrued to the date fixed for redemption), if (i) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 7, or increase the payment of such additional amounts as a result of any change in, or amendment to, the laws (or any regulations, rulings or other administrative pronouncements promulgated thereunder) of Japan and/or in which the Issuer is resident for tax purposes or maintains a permanent establishment or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws,

regulations, rulings or other administrative pronouncements, which change or amendment is made public on or after the Settlement Date or any other date specified in the Final Terms, and (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due. Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Issuing and Principal Paying Agent a certificate signed by a duly authorised officer of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal advisors of recognised standing to the effect that the Issuer has or is likely to become obliged to pay such additional amounts as a result of such change or amendment.

**(c) Purchase**

Notes may be purchased by or on behalf of the Issuer and any of its subsidiaries at any time (provided that, if Bearer Notes are to be cancelled in accordance with Condition 5(h), all unmatured Receipts and Coupons and unexchanged Talons (if any) appertaining thereto are attached or surrendered therewith) in the open market or otherwise at any price.

**(d) Early Redemption of Zero Coupon Notes**

- (i) The Early Redemption Amount payable in respect of any Note which does not bear interest prior to the Maturity Date, upon redemption of such Note pursuant to Condition 5(b) or upon it becoming due and payable as provided in Condition 9, shall be the amortised face amount (“Amortised Face Amount”) (calculated as provided below) of such Note unless otherwise specified hereon.
- (ii) Subject to the provisions of Condition 5(d)(iii) below, the Amortised Face Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown hereon, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Settlement Date) compounded annually. Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown hereon.
- (iii) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 5(b) or upon it becoming due and payable as provided in Condition 9 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in Condition (5)(d)(ii) above, except that such sub-paragraph shall have effect as though the reference therein to the date on which the Note becomes due and payable were replaced by a reference to the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph will continue to be made (as well after as before judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest which may accrue in accordance with Condition 4(c).

**(e) Redemption at the Option of the Issuer**

If Issuer Call Option is specified hereon, the Issuer may, on giving not less than 15 nor more than 30 days’ irrevocable notice to the Noteholders within the period as specified in the applicable Final Terms, redeem all or, if so provided, some of the Notes in their nominal amount on any Optional Redemption Date. Any such redemption of Notes shall be at their Optional Redemption Amount together with interest accrued to the date fixed for redemption. Any such redemption or exercise must relate to Notes

of a nominal amount at least equal to the Minimum Redemption Amount to be redeemed specified hereon and no greater than the Maximum Redemption Amount to be redeemed specified hereon.

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition 5(e).

In the case of a partial redemption, the notice to Noteholders shall also contain the serial numbers of the Bearer Notes to be redeemed, or in the case of Registered Notes shall specify the nominal amount of Registered Notes drawn and the holder(s) of such Registered Notes to be redeemed, which shall have been drawn in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws and stock exchange requirements or the requirements of any other relevant authority.

**(f) *Redemption at the Option of Noteholders***

If Investor Put Option is specified hereon, the Issuer shall, at the option of the holder of any such Note, giving not less than 15 nor more than 30 days' notice, redeem such Note on the Optional Redemption Date(s) at its Optional Redemption Amount together with interest accrued to the date fixed for redemption.

To exercise such option the holder must deposit (in the case of Bearer Notes) such Note (together with all unmatured Receipts and Coupons and unexchanged Talons) with any Paying Agent or (in the case of Registered Notes) the Certificate representing such Registered Note(s) with the Registrar or any Transfer Agent at its specified office, together with a duly completed option exercise notice (an "Exercise Notice") in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent (as applicable) within the notice period. No Note or Certificate so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

**(g) *Redemption by Instalments***

Unless previously redeemed, purchased and cancelled as provided in this Condition 5 or the relevant Instalment Date (being one of the dates so specified on the Notes) is extended pursuant to any Issuer's or Noteholders' option, as specified in the relevant Final Terms, each Note which provides for Instalment Dates and Instalment Amounts will be partially redeemed on each Instalment Date at the Instalment Amount specified on it, whereupon the outstanding nominal amount of such Note shall be reduced by the Instalment Amount for all purposes.

**(h) *Cancellation***

All Notes purchased by or on behalf of the Issuer or any of its subsidiaries may be surrendered for cancellation (in the case of Bearer Notes) by surrendering each such Note together with all unmatured Receipts and Coupons and all unexchanged Talons to the Issuing and Principal Paying Agent and (in the case of Registered Notes) by surrendering the Certificate representing such Registered Note(s) to the Registrar and, in each case, if so surrendered, will, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

**6. *Payment and Talons***

**(a) *Bearer Notes***

Payments of principal and interest in respect of Bearer Notes will, subject as mentioned below, be made against presentation and surrender of the relevant Coupons (in the case of interest, save as specified in Condition 6(f)(vi)), Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and provided that the Receipt is presented for payment together with its

relative Note) or Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 6(f)(vi)), at the specified office of any Paying Agent outside the United States of America and its possessions, other than in the case of Notes denominated in CNH, by a cheque payable in the currency in which such payment is due drawn on, or, at the option of the holder, by transfer to an account denominated in that currency with, a bank in the principal financial centre of that currency or in the case of euro, in a city in which banks have access to the TARGET System; provided that in the case of Japanese yen, the transfer will be to a non-resident Japanese yen account with a bank in Tokyo (in the case of payment to a non-resident of Japan), or, in the case of Notes denominated in CNH, by transfer to an account denominated in Renminbi with a bank in Hong Kong.

**(b) *Registered Notes***

- (i) Payments of principal (which for the purposes of this Condition 6(b) shall include final Instalment Amounts but not other Instalment Amounts) in respect of Registered Notes shall be made against presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in this Condition 6(b).
- (ii) Interest (which for the purposes of this Condition 6(b) shall include all Instalment Amounts other than final Instalment Amounts) on Registered Notes shall be paid to the person shown on the Register at the close of business (i) on the fifteenth day before the due date for payment thereof or (ii) in the case of Renminbi, on the fifth Business Day before the due date for payment thereof (as applicable, the “Record Date”).

Payments of principal and interest on each Registered Note shall be made (1) in the case of a currency other than Renminbi, in the relevant currency by cheque drawn on a bank and mailed to the holder (or to the first-named of joint holders) of such Note at its address appearing in the Register. Upon application by the holder to the specified office of the Registrar or any Transfer Agent before the Record Date, such payment of principal or interest may be made by transfer to an account in the relevant currency maintained by the payee with a bank; and (2) in the case of Renminbi, by transfer to the registered account of the Noteholder.

**(c) *Payments in the United States of America***

Notwithstanding the foregoing, payments in respect of any Bearer Notes denominated in U.S. dollars may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if and only if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States of America and its possessions with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in U.S. dollars in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.

**(d) *Payments Subject to Laws***

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 7 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Internal Revenue Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Internal Revenue Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 7) any law implementing an intergovernmental approach thereto.

(e) ***Appointment of Agents***

The Issuing and Principal Paying Agent, the other Paying Agents, the Registrar, the Transfer Agents, the Fiscal Agent and the Calculation Agent initially appointed by the Issuer and their respective specified offices which are (save in the case of the Fiscal Agent) located outside the United States and its possessions are listed below. The Issuing and Principal Paying Agent, the other Paying Agents, the Registrar, the Transfer Agents, the Fiscal Agent and the Calculation Agent act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any holder. The Issuer reserves the right at any time to vary or terminate the appointment of the Issuing and Principal Paying Agent or any other Paying Agent, the Registrar, any Transfer Agent or the Fiscal Agent and to appoint additional or other Paying Agents, Transfer Agents or Fiscal Agents, provided that the Issuer will at all times maintain (i) an Issuing and Principal Paying Agent, (ii) a Fiscal Agent, (iii) a Registrar in relation to Registered Notes, (iv) a Transfer Agent in relation to Registered Notes, (v) one or more Calculation Agent(s) where the Conditions so require and (vi) such other agent as may be required by any stock exchange on which the Notes may be listed. No Issuing and Principal Paying Agent, however, shall be located within the United States or its possessions. Moreover, except as set forth in the immediately succeeding sentence, no Paying Agent shall be located within the United States or its possessions.

The Issuer shall forthwith appoint a Paying Agent in New York City in respect of payments in respect of any Bearer Notes denominated in U.S. dollars in the circumstances described in Condition 6(c).

Notice of any such change or any change of any specified office will promptly be given to the Noteholders in accordance with Condition 13.

(f) ***Unmatured Coupons and Receipts and unexchanged Talons***

- (i) Upon the due date for redemption of any Bearer Note comprising a Fixed Rate Note, such Note shall be surrendered for payment together with all unexpired Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unexpired Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unexpired Coupon which the sum of principal so paid bears to the total principal due) will be deducted from the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, due for payment. Any amount so deducted will be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 8).
- (ii) Upon the due date for redemption of any Bearer Note comprising a Floating Rate Note, unexpired Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.
- (iii) Upon the due date for redemption of any Bearer Note, any unexpired Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
- (iv) Upon the due date for redemption of any Bearer Note which is redeemable in instalments, all Receipts relating to such Note having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.
- (v) Where any Bearer Note which provides that the relative unexpired Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unexpired Coupons and any unexpired Talon relating to it, and where any Bearer Note is

presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.

- (vi) If the due date for redemption of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender, if appropriate) of the relevant Note or Certificate representing it, as the case may be. Interest accrued on a Note which only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Note or Certificate representing it, as the case may be.

**(g) Talons**

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Issuing and Principal Paying Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons which may have become void pursuant to Condition 8).

**(h) Non-Business Days**

If any date for payment in respect of any Note, Receipt or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph, “business day” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the relevant place of presentation, in such jurisdictions as shall be specified as “Additional Financial Centres” hereon and:

- (i) in the case of a payment (in a currency other than euro and Renminbi) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency;
- (ii) in the case of a payment in euro, which is a TARGET Business Day; or
- (iii) in the case of a payment in Renminbi, on which banks and foreign exchange markets are open for business and settlement of Renminbi payments in Hong Kong.

**(i) Payment of U.S. Dollar Equivalent**

Notwithstanding the provisions of Condition 6(a) and Condition 6(b) and all other provisions in the Conditions, if by reason of Inconvertibility, Non-transferability or Illiquidity, the Issuer is not able, or it would be impracticable for it, to satisfy payments of principal or interest (in whole or in part) in respect of Notes when due in Renminbi in Hong Kong, the Issuer, on giving not less than five or more than 30 days’ irrevocable notice to the Noteholders prior to the due date for payment, may settle any such payment (in whole or in part) in U.S. dollars on the due date at the U.S. Dollar Equivalent of any such Renminbi denominated amount.

In such event, payments of the U.S. Dollar Equivalent of the relevant principal or interest in respect of the Notes shall be made by a U.S. dollar denominated cheque drawn on a bank in New York City or by transfer to a U.S. dollar bank account in New York City specified by the Noteholder.

The Issuing and Principal Paying Agent will notify the Issuer of the calculation of the U.S. Dollar Equivalent as soon as reasonably practicable following the calculation thereof by the Issuing and Principal Paying Agent.



In the event of a payment pursuant to this Condition 6(i), the following modification shall be made in respect of the Conditions:

The definition of “Business Day” in Condition 4(h) shall mean a day (other than a Saturday, Sunday or public holiday) on which commercial banks and foreign exchange markets are open for business in the relevant place of presentation and on which foreign exchange transactions may be carried out in U.S. dollars in New York City.

Under this Condition 6(i), in place of payment by transfer to an account maintained by the Noteholder in Renminbi with a bank in Hong Kong under Condition 6(a) and Condition 6(b), payment shall be made by transfer to a U.S. dollar account maintained by the Noteholder.

For the purposes of this Condition 6(i):

“CNH Dealer” means an independent foreign exchange dealer of international repute active in the Renminbi exchange market in Hong Kong;

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

“Illiquidity” means the general Renminbi exchange market in Hong Kong becomes illiquid as a result of which the Issuer cannot obtain sufficient Renminbi in order to satisfy its obligation to pay interest and principal (in whole or in part) in respect of the Notes, as determined by the Issuer in good faith and in a commercially reasonable manner following consultation with two CNH Dealers;

“Inconvertibility” means the occurrence of any event that makes it impossible for the Issuer to convert any amount due in respect of the Notes in the general Renminbi exchange market in Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Settlement Date and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation);

“Non-transferability” means the occurrence of any event that makes it impossible for the Issuer to deliver Renminbi between accounts inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Settlement Date and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation);

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

“Rate Calculation Date” means the day which is two Rate Calculation Business Days before the due date of the relevant amount under these Conditions;

“Spot Rate” means the spot Renminbi/U.S. dollar exchange rate for the purchase of U.S. dollars with Renminbi in the over-the-counter Renminbi exchange market in Hong Kong for settlement in two Rate Calculation Business Days, as determined by the Issuing and Principal Paying Agent in good faith and in a commercially reasonable manner at or around 11:00 a.m. (Hong Kong time) on the date of determination, on a deliverable basis by reference to Reuters Screen Page TRADCNY3, or if no such rate is available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF. If neither rate is available, the Issuing and Principal Paying Agent in good faith and in a commercially

reasonable manner will determine the Spot Rate at or around 11:00 a.m. (Hong Kong time) on the date of determination as the most recently available Renminbi/U.S. dollar official fixing rate for settlement in two Rate Calculation Business Days reported by The State Administration of Foreign Exchange of the PRC, which is reported on the Reuters Screen Page CNY=SAEC. Reference to a page on the Reuters Screen means the display page so designated on the Reuter Monitor Money Rates Service (or any successor service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate; and

“U.S. Dollar Equivalent” means the Renminbi amount converted into U.S. dollars using the Spot Rate for the relevant Rate Calculation Date.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 6(i) by the Issuing and Principal Paying Agent, will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Agents and all Noteholders.

## **7. Taxation**

- (a) All payments of principal and interest in respect of the Notes and Coupons held by a Japanese non-resident or a designated financial institution will be made without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of Japan, or any authority thereof or therein having power to tax (the “Taxes”) if the Noteholder establishes that the Note is held by or for the account of a Japanese non-resident (not being a specially-related person of the Issuer) or a designated financial institution in compliance with requirements under Japanese tax laws. If such withholding or deduction in respect of the Notes held by such Japanese non-resident or designated financial institution is required by law, the Issuer shall pay such additional amounts (“Additional Amounts”) as will result in the receipt by the holders of such amounts as would have been received by them had no such deduction or withholding been required, except that no Additional Amounts shall be payable with respect to any payment in respect of any Note or Coupon:
- (i) to, or to a third party on behalf of, a holder(s) (x) who is for Japanese tax purposes treated as an individual resident of Japan or a Japanese corporation (other than a designated financial institution which does not fall under item (y) below) or a Japanese non-resident being specially-related person of the Issuer, (y) who fails to comply with the Japanese tax law requirements in respect of the exemption from such withholding or deduction or (z) who is otherwise subject to such Taxes by reason of its having some connection with Japan other than the mere holding of such Note or Coupon; or
  - (ii) presented (or in respect of which the Certificate representing it is presented) for payment more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such Additional Amounts on presenting the same for payment on such thirtieth day.

However, interest on Notes issued by the Issuer of which the amount of interest is to be calculated by reference to certain indexes (as prescribed in the Cabinet Order relating to Article 6, paragraph 4 of the Special Taxation Measures Law) relating to the Issuer or a specially-related person of the Issuer will be subject to the withholding tax even if paid to a Japanese non-resident that is not a specially-related person of the Issuer.

For the purpose of this Condition 7(a), unless the context otherwise requires, the following defined terms shall have the meaning set out below:

“Japanese non-resident” means a person that is not an individual resident of Japan or a Japanese corporation for Japanese tax purposes;

“designated financial institution” means a Japanese financial institution or a Japanese financial instruments business operator designated by the Cabinet Order pursuant to Article 6, paragraph 9 of the Special Taxation Measures Law;

“specially-related person of the Issuer” means a person having a special relationship with the Issuer as prescribed in Article 6, paragraph 4 of the Special Taxation Measures Law; and

“the Special Taxation Measures Law” means the Special Taxation Measures Law of Japan (Law No. 26 of 1957, as amended).

- (b) As used in these Conditions, “Relevant Date” in respect of any Note, Receipt or Coupon means the date on which payment in respect thereof first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date on which notice is duly given to the Noteholders in accordance with Condition 13 that, upon further presentation of the Note (or relative Certificate), Receipt or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation. References in these Conditions to (i) “principal” shall be deemed to include any premium payable in respect of the Notes, all Instalment Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 5 or any amendment or supplement to it, (ii) “interest” shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 4 or any amendment or supplement to it and (iii) “principal” and/or “interest” shall be deemed to include any additional amounts which may be payable under this Condition 7.

## **8. Prescription**

Claims against the Issuer for payment in respect of the Notes, Receipts and Coupons (which for this purpose shall not include Talons) shall be prescribed and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date in respect thereof.

## **9. Events of Default**

If any of the following events (each an “Event of Default”) occurs and is continuing, the holder of any Note may give written notice (a “Default Notice”) to the Fiscal Agent at its specified office that such Note is immediately repayable, whereupon the Early Redemption Amount of such Note together with accrued interest to the date of payment shall become immediately due and payable upon the date falling seven days after the date on which such written notice is received by the Fiscal Agent unless within such seven days such Event of Default shall have been remedied:

- (a) default being made for a period of more than 7 days in the payment of principal in respect of any of the Notes when and as the same ought to be paid in accordance with the terms of the Notes; or
- (b) default being made for a period of more than 14 days in the payment of interest in respect of any of the Notes when and as the same ought to be paid in accordance with the terms of the Notes; or
- (c) a default is made in the performance or observance by the Issuer of any other obligation under the Notes and such default shall continue for 60 days after the date on which written notice requiring such default to be remedied shall have been given to the Fiscal Agent at its specified office by the holder of any Note; or
- (d) any other bonds, debentures, notes or other indebtedness for money borrowed (together and individually, “Indebtedness”) of the Issuer, having an aggregate outstanding nominal amount of at least U.S.\$10,000,000 (or its equivalent in any other currency or currencies), becomes prematurely

repayable following a default which shall not have been remedied or steps are taken to enforce any security therefor, or the Issuer defaults in the repayment of any such Indebtedness at the maturity thereof and at the expiration of any applicable grace period therefor or any guarantee of or indemnity in respect of any Indebtedness of others given by the Issuer and having an aggregate outstanding nominal amount of at least U.S.\$10,000,000 (or its equivalent as aforesaid) shall not be honoured when due and called upon; or

- (e) an effective resolution is passed or an order of a court of competent jurisdiction is made that the Issuer be wound up or dissolved otherwise than (i) for the purposes of or pursuant to and followed by a consolidation, amalgamation, merger or reconstruction, the terms of which have previously been approved by an Extraordinary Resolution of Noteholders, or (ii) for the purposes of or pursuant to and followed by a consolidation, amalgamation, merger or reconstruction relating to such Issuer under which the continuing entity or the entity formed as a result thereof assumes the entire obligations of the Issuer under the Notes, the Coupons, the Receipts, the Dealer Agreement, the Agency Agreement and the Deed of Covenant; or
- (f) a decree or order by a court having jurisdiction shall have been entered adjudging the Issuer to be bankrupt or insolvent, or approving a petition seeking reorganisation (such reorganisation being otherwise than for the purposes of a consolidation, amalgamation, merger or reconstruction for the purposes set out in paragraph (e) above) of the Issuer under any applicable bankruptcy or reorganisation law, and such decree or order shall have continued undischarged and unstayed for a period of 60 days; or if a decree or order of a court having jurisdiction for the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of the Issuer or of all or substantially all of the property, or for the winding-up or liquidation of the affairs, of the Issuer shall have been entered, and such decree or order shall have continued undischarged and unstayed for a period of 60 days; or
- (g) the Issuer shall institute proceedings to be adjudicated a voluntary bankruptcy or shall consent to the filing of bankruptcy proceedings against it, or shall file a petition seeking reorganisation or arrangement (such reorganisation or arrangement being otherwise than for the purposes of a consolidation, amalgamation, merger or reconstruction for the purposes set out in paragraph (e) above) under any applicable bankruptcy or reorganisation law, or shall consent to the filing of any such petition, or shall consent to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of the Issuer or its property, or shall make an assignment for the benefit of creditors, or there shall be a moratorium in respect of payments made by it, or shall admit in writing its inability to pay its debts generally as they become due, or corporate action shall be taken by the Issuer in furtherance of any of the aforesaid purposes; or
- (h) steps are taken to enforce any security or a distress, execution or seizure before judgment is levied or enforced upon or sued out against all or substantially all of the property of the Issuer and is not discharged within 60 days thereof; or
- (i) an encumbrancer takes possession, or a trustee or receiver is appointed, of all or substantially all of the assets or undertaking of the Issuer.

For the purpose of Condition 9(d), any Indebtedness which is in a currency other than U.S. dollars may be translated into U.S. dollars at the spot rate for the sale of U.S. dollars against the purchase of the relevant currency quoted by the Fiscal Agent or any leading bank on any day when a quotation is required for such purpose.

## **10. Meetings of Noteholders and Modifications**

### **(a) *Meetings of Noteholders***

The Agency Agreement contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes (including these Conditions insofar as the same may apply to such Notes). Such a meeting may be convened by the Issuer at any time and shall be convened upon a request in writing by Noteholders holding not less than one-tenth in nominal amount of the Notes for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution shall be two or more persons holding or representing in the aggregate a clear majority in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting two or more persons being or representing Noteholders whatever the nominal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals, inter alia, (i) to amend the Maturity Date or the date of redemption of the Notes, any Instalment Date or any date for payment of interest thereon, (ii) to reduce or cancel the nominal amount or any Instalment Amount of, or any premium payable on redemption of, the Notes, (iii) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest in respect thereof, (iv) if a Minimum and/or a Maximum Rate of Interest, Instalment Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount is shown hereon, to reduce any such Minimum and/or Maximum, (v) to change any method of calculating the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, including the method of calculating the Amortised Face Amount, (vi) to change the currency or currencies of payment or Denomination of the Notes, (vii) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution or (viii) to amend, vary or terminate the Deed of Covenant or the Issuer's obligations thereunder in a manner which would adversely affect any Noteholder, Couponholder, or holders of Receipts or Talons in which case the necessary quorum shall be two or more persons holding or representing in the aggregate not less than three-quarters, or at any adjourned meeting not less than one-quarter, in nominal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Noteholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders.

**(b) *Modification of Agency Agreement***

The Issuer shall only permit any modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the Agency Agreement, if to do so could not reasonably be expected to be prejudicial to the interests of the Noteholders.

**11. Replacement of Notes, Certificates, Receipts, Coupons and Talons**

If a Bearer Note, Certificate, Receipt, Coupon or Talon, as the case may be, is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws and regulations including the regulations of any stock exchange or other relevant authority at the specified office of the Issuing and Principal Paying Agent (in the case of Bearer Notes, Receipts, Coupons and Talons) and of the Registrar (in the case of Registered Notes) or such other Paying Agent located outside of the United States and its possessions or such other Transfer Agent, as the case may be, as may from time to time be designated by the Issuer for such purpose and notice of whose designation is given to Noteholders in accordance with Condition 13, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, inter alia, that if the allegedly lost, stolen or destroyed Bearer Note, Certificate, Receipt, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there will be paid to the Issuer on demand the amount payable by the Issuer in respect of such Bearer Notes, Certificates, Receipts, Coupons or further Coupons) and otherwise as

the Issuer may require. Mutilated or defaced Bearer Notes, Certificates, Receipts, Coupons or Talons, as the case may be, must be surrendered before replacements will be issued.

## **12. Further Issues**

The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further notes having the same terms and conditions as the Notes (so that, for the avoidance of doubt, references in these Conditions to “Settlement Date” shall be to the first issue date of the Notes) and so that the same shall be consolidated and form a single Series with such Notes, and references in these Conditions to “Notes” shall be construed accordingly.

## **13. Notices**

Notices to the holders of Registered Notes shall be mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or Sunday) after the date of mailing. Notices to the holders of Bearer Notes will be valid if published in a daily newspaper of general circulation in London (which is expected to be the Financial Times). If any such publication is not practicable, notice will be validly given if published in another leading daily English language newspaper with general circulation in the UK. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice to the holders of Bearer Notes in accordance with this Condition.

## **14. Currency Indemnity**

Any amount received or recovered in a currency other than the currency in which payment under the relevant Note, Coupon or Receipt is due (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) by any Noteholder or Couponholder in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer to the extent of the amount in the currency of payment under the relevant Note, Coupon or Receipt which the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If the amount received or recovered is less than the amount expressed to be due to the recipient under any Note, Coupon or Receipt, the Issuer shall indemnify it against any loss sustained by it as a result. In any event, the Issuer shall indemnify the recipient against the cost of making any such purchase. For the purposes of this Condition, it will be sufficient for the Noteholder or Couponholder, as the case may be, to demonstrate that it would have suffered a loss had an actual purchase been made. These indemnities constitute a separate and independent obligation from the Issuer’s other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Noteholder or Couponholder and shall continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Note, Coupon or Receipt or any other judgment or order.

## **15. Contracts (Rights of Third Parties) Act 1999**

No person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists or may arise otherwise than pursuant to such Act.

## **16. Governing Law and Jurisdiction**

### **(a) *Governing Law***

The Agency Agreement, the Notes, the Receipts, the Coupons, the Talons and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law.

### **(b) *Jurisdiction***

The courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with any Notes, Receipts, Coupons or Talons and accordingly any legal action or proceedings arising out of or in connection with any Notes, Receipts, Coupons or Talons (“Proceedings”) may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of the courts of England and waives any objection to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. The submission is made for the benefit of each of the holders of the Notes, Receipts, Coupons and Talons and shall not affect the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

### **(c) *Service of Process***

The Issuer irrevocably appoints Jordans Trust Company Limited of Suite 1, 3rd Floor, 11-12 St. James’s Square, London, SW1Y 4LB, United Kingdom to receive, for it and on its behalf, service of process in any Proceedings in England. Such service shall be deemed completed on delivery to such process agent (whether or not it is forwarded to and received by the Issuer). If for any reason such process agent ceases to be able to act as such or no longer has an address in London, the Issuer irrevocably agrees to appoint a substitute process agent and shall immediately notify Noteholders of such appointment in accordance with Condition 13. Nothing shall affect the right to serve process in any manner permitted by law.

## **SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM**

### **Initial Issue of Notes**

Each issue of Notes in bearer form will initially be represented by a temporary Global Note or a permanent Global Note in bearer form without Coupons which will be deposited on behalf of the subscribers of the relevant Note with a Common Depositary for the ICSDs on or about the Settlement Date. Upon issuance of any permanent Global Note (or earlier in certain circumstances), certification of non-U.S. beneficial ownership and U.S. securities law matters (if applicable) in the form set out in the Agency Agreement must be provided. Each issue of Notes in registered form will initially be represented by a Global Certificate, which will be deposited on behalf of the subscribers of the relevant Note with a Common Depositary for, and registered in the name of a nominee for, the ICSDs on or about the Settlement Date.

While the Notes are represented by a Global Note or Global Certificate, transfer of interests in such Notes will be governed by the rules and procedures of the relevant ICSDs. The ICSDs will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid.

Notes that are initially deposited with the Common Depositary may also be credited to the accounts of subscribers with (if indicated in the relevant Final Terms) such other clearing systems as agreed between the Issuer, the Issuing and Principal Paying Agent and the relevant Dealer(s) through direct or indirect accounts with the ICSDs held by other clearing systems. Conversely, Notes that are initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with the ICSDs or other clearing systems. For the purposes of these provisions, “Relevant Clearing System” means the ICSDs or such other clearing system as agreed between the Issuer, the Issuing and Principal Paying Agent and the relevant Dealer(s).

### **Relationship of Accountholders with Clearing Systems**

Each of the persons shown in the records of a Relevant Clearing System as the holder of a Note represented by a Global Note or Global Certificate must look solely to such Relevant Clearing System for his share of each payment made by the Issuer to the bearer of such Global Note or the registered holder of the underlying Notes in registered form, as the case may be, and in relation to all other rights arising under the Global Notes or Global Certificates, subject to and in accordance with the rules and procedures of the Relevant Clearing System. Such persons shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Note or Global Certificate and such obligations of the Issuer will be discharged by payment to the bearer of such Global Note or the registered holder of the underlying Notes in registered form, as the case may be, in respect of each amount so paid.

### **Amendment to Conditions**

The temporary Global Notes, the permanent Global Notes and the Global Certificates contain provisions which apply to the Notes which they represent, some of which modify the effect of the terms and conditions of the Notes set out in this document. The following is a summary of certain of those provisions:

#### **1 Exchange**

##### **1.1 Temporary Global Notes**

Each temporary Global Note will be exchangeable (free of charge to the holder) on or after its Note Exchange Date (as defined below):

- (a) if the relevant Final Terms indicates that such temporary Global Note is issued in compliance with the C Rules or in a transaction to which TEFRA is not applicable (as to which, see “Overview of the



Programme – Selling Restrictions”), in whole, but not in part, for interests in a permanent Global Note without Receipts, Coupons or Talons or, if so provided in the relevant Final Terms, for the Definitive Notes (as described below) of the same Series with, where applicable, Receipts, Coupons or Talons; and

- (b) otherwise, in whole or in part upon certification as to non-U.S. beneficial ownership and U.S. securities law matters (if applicable) in the form set out in the Agency Agreement for interests in a permanent Global Note without Receipts, Coupons or Talons or, if so provided in the relevant Final Terms, for Definitive Notes of the same Series with, where applicable, Receipts, Coupons or Talons.

## **1.2 Permanent Global Notes**

Each permanent Global Note is exchangeable (free of charge to the holder) on or after its Note Exchange Date in whole (or in part if the permanent Global Note is held by or on behalf of the ICSDs and the rules of the ICSDs then permit) for Definitive Notes (i) if the permanent Global Note is held on behalf of the ICSDs and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so, by a holder giving notice to the Issuing and Principal Paying Agent, (ii) on or following the giving of a Default Notice in the circumstances contemplated by Condition 9, by a holder giving notice to the Issuing and Principal Paying Agent or (iii) if there is a substantial likelihood that the Issuer would suffer a material disadvantage in respect of the Notes as a result of a change in the laws or regulations (taxation or otherwise) of any jurisdiction referred to in Condition 7 which would not be suffered were the Notes issued in definitive form and a certificate to such effect signed by a director of the Issuer is delivered to the Issuing and Principal Paying Agent for display to Noteholders, by the Issuer giving notice to the Issuing and Principal Paying Agent and the Noteholders of its intention of such exchange (unless a Default Notice has been given).

## **1.3 Delivery of Definitive Notes**

On or after any Note Exchange Date the holder of a Global Note may, in the case of an exchange in whole, surrender such Global Note or, in the case of a partial exchange, present it for endorsement, to or to the order of the Issuing and Principal Paying Agent for exchange, for Definitive Notes, in each case, outside of the United States and its possessions. In exchange for such Global Note, the Issuer will deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Notes (if appropriate, having attached to them all Coupons and Receipts in respect of interest or Instalment Amounts which have not already been paid on the Global Note and a Talon), security printed in accordance with any applicable legal and stock exchange requirements, in or substantially in the relevant forms set out in the schedules to the Agency Agreement. On exchange in full of each Global Note, the Issuer will, if the holder so requests, procure that such Global Note is cancelled and returned to the holder together with the relevant Definitive Notes.

“Note Exchange Date” means, (a) in relation to a temporary Global Note, 40 days after the Settlement Date, and (b) in relation to a permanent Global Note, a day falling not less than 60 days, or in the case of exchange following the giving of a Default Notice 30 days, after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Issuing and Principal Paying Agent is located and, except in the case of exchange pursuant to paragraph 1.2(i) above, in the cities in which the Relevant Clearing Systems are located.

If, for any actual or alleged reason which would not have been applicable had there been no exchange of a Global Note (or part of such Global Note) or in any other circumstances whatsoever, the Issuer does not perform or comply with any one or more of what are expressed to be its obligations under any Definitive Notes, then any right or remedy relating in any way to the obligation(s) in question may be exercised or pursued on the basis of such Global Note despite its stated cancellation after its exchange in full, as an alternative, or in addition, to the Definitive Notes (with the Coupons, Receipts or Talons appertaining to them,

as appropriate). With this exception, upon exchange in full and cancellation of such Global Note for Definitive Notes, such Global Note shall become void.

In the event that a Global Note is exchanged for Definitive Notes, such Definitive Notes shall be issued in Specified Denomination(s) only. A Noteholder who holds a nominal amount of less than the minimum Specified Denomination will not receive a Definitive Note in respect of such holding and would need to purchase a nominal amount of Notes such that it holds an amount equal to one or more Specified Denominations.

#### **1.4 Global Certificates**

Transfers of the holding of Notes represented by any Global Certificate pursuant to Condition 1(b)(ii) may only be made in part:

- (i) if the Notes are to be represented by a Global Certificate and held in the ICSDs and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so; or
- (ii) on or following the giving of a Default Notice in the circumstances contemplated by Condition 9,

provided that, in the case of the first transfer of part of a holding pursuant to paragraph 1.4(i) or 1.4(ii) above, the registered holder of the Notes has given the Registrar not less than 30 days' notice at its specified office of the registered holder's intention to effect such transfer. These provisions will not prevent the trading of interests in the Notes within a clearing system whilst they are held on behalf of such clearing system, but will limit the circumstances in which the Notes may be withdrawn from the relevant clearing system.

## **2 Payments**

No payment falling due after the Note Exchange Date will be made on any Global Note unless exchange for an interest in a permanent Global Note or for Definitive Notes, as the case may be, is improperly withheld or refused. Payments on any temporary Global Note issued in compliance with the D Rules before the Note Exchange Date will only be made outside the United States and its possessions against presentation of certification as to non-U.S. beneficial ownership and U.S. securities law matters (if applicable) in the form set out in the Agency Agreement. All payments in respect of Notes represented by a Global Note will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Notes, surrender of that Global Note to or to the order of the Issuing and Principal Paying Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose. A record of each payment so made will be endorsed in the appropriate schedule to each Global Note, which endorsement will be *prima facie* evidence that such payment has been made in respect of the Notes. For the purposes of any payments made in respect of a Global Note, the relevant place of presentation shall be disregarded in the definition of "business day" set out in Condition 6(h) (Non-Business Days).

All payments in respect of Notes represented by a Global Certificate will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the record date which shall be on the Clearing System Business Day immediately prior to the date for payment, where "Clearing System Business Day" means Monday to Friday inclusive except 25th December and 1st January.

## **3 Notices**

So long as any Notes are represented by a Global Note or Global Certificate and such Global Note or Global Certificate is held on behalf of a Relevant Clearing System, notices to holders of such Notes of that Series may be given by delivery of the relevant notice to that Relevant Clearing System for communication by it to entitled accountholders in substitution for publication as required by the Conditions or by delivery of the relevant notice to the holder of the Global Note or the Global Certificate.

#### **4 Prescription**

Claims against the Issuer in respect of Notes which are represented by a permanent Global Note shall be prescribed and become void unless it is presented for payment within a period of ten years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date.

#### **5 Meetings**

The holder of a Global Note or of the Notes represented by a Global Certificate will (unless such Global Note or Global Certificate represents one Note) be treated as being two persons for the purposes of any quorum requirements of a meeting of Noteholders and, at any such meeting, the holder of a Global Note shall be treated as having one vote in respect of each integral currency unit of the Specified Currency of the Notes. All holders of Notes in registered form are entitled to one vote in respect of each integral currency unit of the Specified Currency of the Notes comprising such Noteholder's holding, whether or not represented by a Global Certificate.

#### **6 Purchase and Cancellation**

Notes represented by a permanent Global Note may only be purchased by the Issuer or any of its subsidiaries if they are purchased together with the rights to receive all future payments of interest and Instalment Amounts (if any) thereon.

Cancellation of any Note represented by a Global Note that is required by the Conditions to be cancelled (other than upon its redemption) will be effected by reduction in the nominal amount of the relevant Global Note.

#### **7 Default**

Each Global Note provides that the holder may cause such Global Note, or a portion of it, to become due and repayable in the circumstances described in Condition 9 by stating in a Default Notice to the Fiscal Agent the nominal amount of such Global Note which is becoming due and repayable.

If principal in respect of any Note is not paid when due, the holder of a Global Note or Notes in registered form represented by a Global Certificate may elect for direct enforcement rights against the Issuer under the terms of the Deed of Covenant executed as a deed on 3rd September, 2013 (as amended or supplemented as at the relevant Settlement Date) to come into effect in relation to the whole or a part of such Global Note or one or more Notes in registered form in favour of the persons entitled to such part of such Global Note or such Notes in registered form, as the case may be, as accountholders with a Relevant Clearing System. Following any such acquisition of direct rights, the Global Note or, as the case may be, the Global Certificate and the corresponding entry in the register kept by the Registrar, will become void as to the specified portion or Notes in registered form, as the case may be, and the persons entitled to such portion, as accountholders with a Relevant Clearing System, will acquire direct enforcement rights against the Issuer under the terms of the Deed of Covenant. However, no such election may be made in respect of Notes represented by a Global Certificate unless the transfer of the whole or a part of the holding of Notes represented by that Global Certificate shall have been improperly withheld or refused.

#### **8 Issuer's Option**

Any option of the Issuer provided for in the Conditions of any Notes (including the terms set out in the relevant Final Terms) while such Notes are represented by a permanent Global Note or the Global Certificate shall be exercised by the Issuer giving notice to the Noteholders within the period set out in, and containing the information required by, the Conditions (including the terms set out in the relevant Final Terms), except that such notice shall not be required to contain the certificate numbers of Notes drawn in the case of a partial exercise of an option and accordingly no drawing of Notes in bearer form shall be required. In the event that any option of the Issuer is exercised in respect of some but not all of the Notes of any Series, the rights of

accountholders with a Relevant Clearing System will be governed by the standard procedures of the ICSDs or any other clearing system (as the case may be).

## **9 Noteholders' Option**

Any option of the Noteholders provided for in the Conditions of any Notes (including the terms set out in the relevant Final Terms) while such Notes are represented by a permanent Global Note or the Global Certificate may be exercised by the holder (i) giving an Exercise Notice (in the form obtainable from any Paying Agent, Registrar or Transfer Agent, as the case may be) to a Paying Agent, Registrar or a Transfer Agent within the period set out in the Conditions (including the terms set out in the relevant Final Terms), except that such notice shall not be required to contain the serial numbers of the Notes in bearer form, (ii) stating the nominal amount of Notes in respect of which the option is exercised, and (iii) at the same time presenting the permanent Global Note or the Global Certificate to the Issuing and Principal Paying Agent, or to such other Paying Agent acting on behalf of the Issuing and Principal Paying Agent or the Transfer Agent or the Registrar, for notation.

## **10 Electronic Consent and Written Resolution**

While any Global Note or Global Certificate is held on behalf of a Relevant Clearing System, then:

- (a) approval of a resolution proposed by the Issuer given by way of electronic consents communicated through the electronic communications systems of the Relevant Clearing System(s) in accordance with their operating rules and procedures by or on behalf of the holders of not less than 75 per cent. in nominal amount of the Notes outstanding (an "Electronic Consent" as defined in the Agency Agreement) shall, for all purposes, take effect as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held, and shall be binding on all Noteholders and holders of Coupons whether or not they participated in such Electronic Consent; and
- (b) where Electronic Consent is not being sought, for the purpose of determining whether a Written Resolution (as defined in the Agency Agreement) has been validly passed, the Issuer shall be entitled to rely on consent or instructions given in writing directly to the Issuer by accountholders in the clearing system with entitlements to such Global Note or Global Certificate or, where the accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by the person for whom such entitlement is ultimately beneficially held, whether such beneficiary holds directly with the accountholder or via one or more intermediaries and provided that, in each case, the Issuer has obtained commercially reasonable evidence to ascertain the validity of such holding and has taken reasonable steps to ensure that such holding does not alter following the giving of such consent or instruction and prior to the effecting of such amendment. Any resolution passed in such manner shall be binding on all Noteholders and Couponholders, even if the relevant consent or instruction proves to be defective. As used in this paragraph, "commercially reasonable evidence" includes any certificate or other document issued by the Relevant Clearing System, or issued by an accountholder of them or an intermediary in a holding chain, in relation to the holding of interests in the Notes. Any such certificate or other document shall, in the absence of manifest error, be conclusive and binding for all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the Relevant Clearing System (including Euroclear's EUCLID or Clearstream, Luxembourg's CreationOnline system) in accordance with its usual procedures and in which the accountholder of a particular principal or nominal amount of the Notes is clearly identified together with the amount of such holding. The Issuer shall not be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

## **USE OF PROCEEDS**

The net proceeds of each issue of Notes will be used for general corporate purposes of the Issuer.

## MITSUI & CO., LTD.

### General

Mitsui & Co., Ltd. (Mitsui Bussan Kabushiki Kaisha) (“Mitsui & Co.”) was incorporated on 25th July, 1947, as Daiichi Bussan Kabushiki Kaisha, a corporation (Kabushiki Kaisha) under the Commercial Code of Japan. The shares of common stock of Mitsui & Co. were listed on the Tokyo Stock Exchange in May 1949. The registered office of Mitsui & Co. is located at 1-3, Marunouchi 1-chome, Chiyoda-ku, Tokyo 100-8631, Japan, and the telephone number of Mitsui & Co. is +81 -3 -3285 -1111.

Mitsui is a general trading company engaged in a range of global business activities including worldwide trading of various commodities, arranging financing for customers and suppliers in connection with its trading activities, organising and coordinating international industrial projects by using its global office network and its ability to gather information. Mitsui’s business activities include the sale, import, export, offshore trading, production and a wide variety of comprehensive services such as retail, information and telecommunication, technology, logistics and finance in the areas of Iron & Steel, Mineral & Metal Resources, Machinery & Infrastructure, Chemicals, Energy, Lifestyle, Innovation & Corporate Development. Mitsui also participates in the development of natural resources such as oil, gas, iron and steel raw materials. Mitsui has been proactively making strategic business investments in certain new industries such as IT, renewable energy and environmental solution businesses.

The business units of Mitsui & Co., which are organised based on “products and services”, plan overall and worldwide strategies for their products and services and conduct their worldwide operations. The business units also collaborate with overseas branches and overseas trading subsidiaries in planning and executing their strategies for products and regions. The overseas branches and overseas trading subsidiaries are separate operating units, which are delegated responsibility for the business regions in which they operate as the centres of each particular regional strategy and operate diversified businesses together with Mitsui & Co.’s subsidiaries and associated companies in collaboration with the business units.

Previously, these headquarters business units and regional business units had been organised into product segments and regional segments. From the year ended 31st March, 2018, however, following disclosure pursuant to International Financial Reporting Standards (“IFRS”) 8 “Operating Segments,” the business is organised into seven product segments based on the properties and characteristics of the products which it handles, factoring in managerial decisions relating to allocation of resources and assessment of such operating performance.

The operating segments of Mitsui & Co. are as follows:

- “Iron & Steel Products” is operated by the Iron & Steel Products Business Unit. To respond to diverse industrial needs, this segment procures, supplies, sells, and invests in processing and functional logistics businesses of iron and steel products both in Japan and in various overseas regions.
- “Mineral & Metal Resources” is operated by the Mineral & Metal Resources Business Unit. Through business development, investment and trading of, among others, raw materials of iron and steel and non-ferrous metals, this segment secures and realises a stable supply of resources and raw materials essential to industrial society. This segment also takes part in resource recycling, developing industrial solutions that address environmental issues.
- “Machinery & Infrastructure” consists of the Infrastructure Projects Business Unit and the Integrated Transportation Systems Business Units I and II. This segment contributes to better lives through a long-term, stable supply of indispensable social infrastructure, including power, gas, water, railways, and other logistics infrastructure. This segment provides sales, financing, lease, transportation and

logistics and investment in various areas, including large-scale plants, marine resource development facilities, shipping, aerospace, railways, motor vehicles, and mining/construction/industrial machinery.

- “Chemicals” consists of the Basic Materials Business Unit, the Performance Materials Business Unit and the Nutrition & Agriculture Business Unit. This segment encompasses trade and investment in a range of industries, from upstream and midstream chemicals such as basic chemicals and fertiliser and inorganic resources, to downstream chemicals which meet diverse market needs, including functional materials, electronics materials, fertilisers, agrochemicals, feed additives, flavourings, and specialty chemicals.
- “Energy” consists of the Energy Business Units I and II. Through upstream development, logistics and trading of energy resources such as oil, natural gas/LNG, coal and uranium, the segment contributes to the stable supply of energy vital to industrial society. In addition, as part of an effort to achieve a low-carbon society, the segment is actively involved in environmental and renewable energy businesses.
- “Lifestyle” consists of the Food Business Unit, the Food & Retail Management Business Unit, the Healthcare & Service Business Unit and the Consumer Business Unit. Adapting to changes in consumption and lifestyles while meeting consumers’ diverse needs, the segment provides value-added products and services, develops businesses and makes investments in business fields such as food resources and food products, retail services, healthcare, outsourcing, fashion and textiles, forestry plantation resources, and real estate-related business.
- “Innovation & Corporate Development” consists of the IT & Communication Business Unit and the Corporate Development Business Unit. Through Mitsui’s IT, finance and logistics business, this segment works on a diverse range of projects aimed at developing innovative business and expanding Mitsui’s business field. The segment aims to strengthen Mitsui’s company-wide earnings base by pursuing new business, capturing changes in technology such as IoT and AI, promoting digital transformation, and providing advanced capabilities across multiple fields.

## Subsidiaries and Associated Companies

Mitsui & Co. and its subsidiaries and associated companies form a group for which Mitsui & Co. is the parent company. In addition to holding shares in its direct subsidiaries, Mitsui & Co. conducts its own business activities. As at 31st March, 2018, Mitsui & Co. had 472 affiliated companies, of which 265 subsidiaries were consolidated and 207 equity accounted investees were accounted for by the equity method. The following table shows certain information with regard to Mitsui & Co.’s major consolidated subsidiaries and associated companies accounted for by the equity method, as of 31st March, 2018:

### Major Subsidiaries

Operating Segment	Registered Name	Principal Lines of Business	Jurisdiction of Incorporation	Ownership of Voting Shares (%)
Iron & Steel Products	Mitsui & Co. Steel Ltd.	Domestic sales, export, import of steel products	Japan	100.0
	Bangkok Coil Center Co., Ltd.	Steel processing	Thailand	99.6
	Regency Steel Asia Pte Ltd.	Wholesale and retail of steel products	Singapore	92.5
	Game Changer Holdings Inc.	Investment in steel processing company	U.S.A.	100.0

	EURO-MIT STAAL B.V.	Steel processing	Netherlands	90.0
Mineral & Metal Resources	Mitsui-Itochu Iron Pty. Ltd.	Mining and sales of Australian iron ore	Australia	70.0
	Mitsui Iron Ore Development Pty. Ltd.	Mining and sales of Australian iron ore	Australia	100.0
	Mitsui Iron Ore Corporation Pty. Ltd.	Mining and sales of Australian iron ore	Australia	100.0
	Mitsui & Co. Iron Ore Exploration & Mining Pty. Ltd.	Mining and sales of Australian iron ore	Australia	100.0
	Oriente Copper Netherlands B.V.	Investment in and loan to copper business in Chile through Inversiones Mineras Becrux SpA	Netherlands	100.0
	Japan Collahuasi Resources B.V.	Investment in Collahuasi copper mine in Chile	Netherlands	61.9
	Mitsui Bussan Copper Investment & Co., Ltd.	Investment in Caserones copper mine in Chile	Japan	100.0
	MITSUI BUSSAN METALS CO., LTD.	Sales and trading of non-ferrous scrap, alloy and products	Japan	100.0
	Mitsui & Co. Mineral Resources Development (Asia) Corp.	Investments in nickel and cobalt smelting business in Philippines	Philippines	100.0
	Mitsui Coal Holdings Pty. Ltd.	Investments in Australian coal business	Australia	100.0
	Mitsui & Co. Mozambique Coal Investment B.V.	Investment in Mozambique coal business	Netherlands	100.0
	Mitsui & Co. Mozambique Coal Finance Limited	Finance in Mozambique coal business	United Arab Emirates	100.0
	Mitsui & Co. Nacala Infrastructure Investment B.V.	Investment in Mozambique rail and port infrastructure business	Netherlands	100.0
	Mitsui & Co. Nacala Infrastructure Finance Limited	Finance in Mozambique rail and port infrastructure business	United Arab Emirates	100.0
	Machinery & Infrastructure	Mitsui & Co. Plant Systems, Ltd.	Sales of various plants, electric power facilities and transportation equipments	Japan
KARUGAMO ENERGY MANAGEMENT PTY. LIMITED		Investments in power generation business	Australia	100.0
MIT POWER CANADA LP INC.		Investment in greenfield power generation project in Ontario	Canada	100.0



MITSUI GAS E ENERGIA DO BRASIL LTDA.	Investments in gas distribution companies in Brazil	Brazil	100.0
Mit Investment Manzanillo B.V.	Investment in LNG terminal in Mexico	Netherlands	100.0
Drillship Investment B.V.	Investment in deepwater drilling service business	Netherlands	100.0
MIT Gas Mexico, S. de R.L. de C.V.	Investments in gas distribution companies in Mexico	Mexico	100.0
Ecogen Brasil Solucoes Energeticas S.A.	Cogeneration service business in Brazil	Brazil	100.0
Mit-Power Capitals (Thailand) Limited	Investment in cogeneration service business in Thailand	Thailand	100.0
ATLATEC, S.A. de C.V.	Designing, building and operation of wastewater treatment plants	Mexico	95.7
MyPower Corp.	Investment and management of power projects in U.S.	U.S.A.	100.0
MIZHA ENERGIA PARTICIPACOES S.A.	Investment in power producing business in Brazil	Brazil	100.0
Portek International Private Limited	Development and operation of container terminal	Singapore	100.0
Tokyo International Air Cargo Terminal Ltd.	Operation of air cargo terminal at Tokyo International Airport	Japan	100.0
Mitsui Water Holdings (Thailand) Ltd.	Investment in water supply business	Thailand	100.0
Toyota Chile S.A.	Import and sales of automobiles and auto parts in Chile	Chile	100.0
Mitsui Automotriz S.A.	Retail sales of automobiles and auto parts	Peru	100.0
MITSUI AUTO FINANCE CHILE LTDA.	Automobile retail finance	Chile	100.0
Veloce Logistica SA	Auto parts logistics	Brazil	100.0
MBK USA Commercial Vehicles Inc.	Investment in full-service truck leasing, rental and logistics business	U.S.A.	100.0
HINO MOTORS SALES MEXICO, S.A. DE C.V.	Sales of automobile and auto parts	Mexico	65.0
PT. Bussan Auto Finance	Motorcycle retail finance	Indonesia	70.0
Bussan Auto Finance India Pvt.Ltd.	Motorcycle retail finance	India	80.0
Komatsu-Mitsui Maquinarias	Sales of construction and	Peru	60.0

	Peru S.A.	mining equipment		
	Road Machinery, LLC	Sales of construction and mining equipment	U.S.A.	100.0
	Ellison Technologies Inc.	Sales of machine tools	U.S.A.	100.0
	MITSUI & CO. MACHINE TECH LTD.	Sale of machine tools and peripheral equipment	Japan	100.0
Machinery & Infrastructure	Guarana Urban Mobility Incorporated	Investment in passenger transportation business in Brazil	Japan	50.1
	ORIENT MARINE CO., LTD.	Shipping business	Japan	100.0
	OMC SHIPPING PTE. LTD.	Shipping business	Singapore	100.0
	Mitsui Bussan Aerospace Co., Ltd.	Import and sales of helicopters and defence and aerospace products	Japan	100.0
	Mitsui Rail Capital Holdings, Inc.	Freightcar leasing and management in North America	U.S.A.	100.0
	Mitsui Rail Capital Europe B.V.	Locomotive leasing and management in Europe	Netherlands	100.0
Chemicals	Japan-Arabia Methanol Company Ltd.	Investments in methanol producing business in Saudi Arabia and sales of products	Japan	55.0
	MMTX Inc.	Investment in methanol producing business in the U.S.A. and sale of products	U.S.A.	100.0
	Shark Bay Salt Pty. Ltd.	Production of salt	Australia	100.0
	Mitsui Bussan Chemicals Co., Ltd.	Domestic and foreign trade of solvents, coating chemicals, etc.	Japan	100.0
	MITSUI & CO. PLASTICS LTD.	Sales of plastics and chemicals	Japan	100.0
	Daito Chemical Co., Ltd.	Manufacture and sales of industrial chemicals	Japan	70.0
	Diana Elastomers, Inc.	Investment in synthetic rubbers producing and marketing business	U.S.A.	100.0
	DAIICHI TANKER CO., LTD.	Operation of chemical tankers	Japan	100.0
	Mitsui AgriScience International SA/NV	Investments in crop protection businesses in Europe	Belgium	100.0
	Mitsui AgriScience International Inc.	Investments in crop protection businesses in Americas	U.S.A.	100.0
	San-ei Suchochemical Co.,	Manufacture and sales of	Japan	70.0

	Ltd.	saccharified products, pharmaceuticals, feedstuffs and other products		
	Mitsui Bussan Agro Business Co., Ltd.	Development and sales of fertilisers and agricultural products	Japan	100.0
	Mitsui Agro Business S.A.	Investment in fertiliser producing and products sale business in South America	Chile	100.0
	MITSUI PLASTICS INC.	Sales of chemicals	U.S.A.	100.0
	Novus International, Inc.	Manufacturing and sales of feed additives	U.S.A.	80.0
	Intercontinental Terminals Company LLC	Chemical tank leasing	U.S.A.	100.0
Energy	Mitsui Oil Exploration Co., Ltd.	Exploration, development and production of oil and natural gas	Japan	74.3
	Mitsui E&P Middle East B.V.	Exploration, development and production of oil and natural gas	Netherlands	100.0
	Mitsui E&P Australia Pty Limited	Exploration, development and production of oil and natural gas	Australia	100.0
	Mitsui E&P UK Limited	Exploration, development and production of oil and natural gas in Europe and Africa	United Kingdom	100.0
	Mitsui E&P USA LLC	Exploration, development and production of oil and natural gas	U.S.A.	100.0
	MEP Texas Holdings LLC	Investment in oil and gas in Americas	U.S.A.	100.0
	Mitsui E&P Italia A S.r.l.	Exploration, development and production of oil and natural gas based in Italy	Italy	100.0
	Mitsui & Co. LNG Investment USA LLC	Investment in natural gas liquefaction business in the U.S.A. and sales of LNG	U.S.A.	100.0
	Mitsui & Co. Energy Trading Singapore Pte. Ltd.	International trading of petroleum products and crude oil	Singapore	100.0
	Mitsui Sakhalin Holdings B.V.	Investments in Sakhalin Energy Investment Company Ltd.	Netherlands	100.0
	Mitsui E&P Mozambique	Exploration, development and production of oil and natural	United	50.0

	Area 1 Limited	gas in Mozambique	Kingdom	
	Mitsui Gas Development Qatar B.V.	Exploration, development and production of oil and natural gas	Netherland	100.0
Lifestyle	PRIFOODS CO., LTD	Production, processing and sales of broilers	Japan	46.4
	TOHO BUSSAN KAISHA, LTD.	Import and sales of agricultural and marine products	Japan	100.0
	Paul Stuart, Inc.	Luxury clothing retailer	U.S.A.	100.0
	mitsui & co. REAL ESTATE LTD.	Real estate sales, leasing and brokerage	Japan	100.0
	United Grain Corporation of Oregon	Grain merchandising	U.S.A.	100.0
	XINGU AGRI AG	Production and merchandising of agriproducts	Switzerland	100.0
	Multigrain Trading AG	Origination and merchandising of agricultural products	Switzerland	100.0
	Mitsui Norin Co., Ltd.	Manufacture and sales of food products	Japan	100.0
	MITSUI ALIMENTOS LTDA.	Export of coffee beans and domestic sales of roasted coffee	Brazil	100.0
	Mit-Salmon Chile SpA	Investment in salmon farming, processing and sales company	Chile	100.0
	Mitsui Foods, Inc.	Trading canned foods, chilled foods, juice ingredient and coffee	U.S.A.	100.0
	MITSUI FOODS CO., LTD.	Wholesale of foods and beverages	Japan	100.0
	Bussan Logistics Solutions Co., Ltd.	Operation and management of logistics centres	Japan	100.0
	MITSUI BUSSAN I-FASHION LTD.	Planning and management for production and procurement of apparel	Japan	100.0
	VENDOR SERVICE CO., LTD.	Sales and distribution of food and packaging materials	Japan	100.0
	MBK Real Estate LLC	Real estate-related business	U.S.A.	100.0
	RETAIL SYSTEM SERVICE CO., LTD	Sales of foods and groceries, services for retailers	Japan	100.0
	WILSEY FOODS, INC.	Investments in processed oil food company	U.S.A.	90.0
	Mitsui & Co. Foresight Ltd.	Property management	Japan	100.0

	UHS Partners, Inc.	Investment in healthcare staffing business	U.S.A.	100.0
	MicroBiopharm Japan Co., Ltd.	Manufacture and sales of medicines and chemicals	Japan	80.0
	MAX MARA JAPAN CO., LTD.	Import and sales of luxury clothing	Japan	65.5
	Mitsui Bussan Woodchip Oceania Pty. Ltd.	Plantation, processing and sales of woodchip	Australia	100.0
Innovation & Corporate Development	MITSUI KNOWLEDGE INDUSTRY CO., LTD.	Planning, development and sales of information and communication systems	Japan	100.0
	Mitsui Bussan Electronics Ltd.	Sales and development of IoT solutions, sales of electronics device and equipment	Japan	100.0
	Mitsui Bussan Secure Directions, Inc.	Cyber security business	Japan	100.0
	Asia Pacific Mobile Pte. Ltd.	Investment in high-speed mobile service business in Indonesia	Singapore	100.0
	Mitsuibussan Insurance Co., Ltd.	Non-life and life insurance agency services	Japan	100.0
	Mitsui & Co. Global Investment Ltd.	Investment in venture businesses	Japan	100.0
	Mitsui & Co., Principal Investments Ltd.	Investment in private equity	Japan	100.0
	Mitsui & Co. Asset Management Holdings LTD.	Real estate asset management	Japan	100.0
	Mitsui Bussan Commodities Ltd	Trading of energy and basemetal derivatives	United Kingdom	100.0
	Mitsui & Co. Global Logistics, Ltd.	Domestic warehousing businesses and international integrated transportation services	Japan	100.0
	Mitsui & Co. Alternative Investments Ltd.	Securities and investment management firm specialising in the alternative investments	Japan	100.0
	SABRE INVESTMENTS, LLC	Vehicle for the investment in a real asset owner and operator in US.	U.S.A.	100.0
	All Other	Mitsui & Co. (U.S.A.), Inc.	Trading	U.S.A.
Mitsui & Co. (Canada) Ltd.		Trading	Canada	100.0
MITSUI & CO. (BRASIL)		Trading	Brazil	100.0

S.A.			
Mitsui & Co. Europe PLC	Trading	United Kingdom	100.0
Mitsui & Co. Deutschland GmbH	Trading	Germany	100.0
Mitsui & Co. Benelux S.A./N.V.	Trading	Belgium	100.0
Mitsui & Co. Italia S.p.A.	Trading	Italy	100.0
Mitsui & Co., Middle East Limited	Trading	United Arab Emirates	100.0
Mitsui & Co. (Asia Pacific) Pte. Ltd.	Trading	Singapore	100.0
Mitsui & Co. (Thailand) Ltd.	Trading	Thailand	100.0
Mitsiam International Ltd.	Trading	Thailand	75.1
Mitsui & Co. (Australia) Ltd.	Trading	Australia	100.0
Mitsui & Co. (Hong Kong) Ltd.	Trading	China	100.0
Mitsui & Co. (China) Ltd.	Trading	China	100.0
Mitsui & Co. (Shanghai) Ltd.	Trading	China	100.0
Mitsui & Co. (Taiwan) Ltd.	Trading	Taiwan	100.0
Mitsui & Co. Korea Ltd.	Trading	Korea	100.0
Mitsui & Co. Financial Services Ltd.	Financing services within Mitsui	Japan	100.0
Mitsui & Co. Financial Services (Asia) Ltd.	Financing services within Mitsui	Singapore	100.0
Mitsui & Co. Financial Services (U.S.A.) Inc.	Financing services within Mitsui	U.S.A.	100.0
Mitsui & Co. Financial Services (Europe) Plc	Financing services within Mitsui	United Kingdom	100.0
Mitsui & Co. Financial Services (Australia) Ltd.	Financing services within Mitsui	Australia	100.0
MITSUI BUSSAN BUSINESS PARTNERS CO., LTD.	Provision of HR & GA services to Mitsui	Japan	100.0
Mitsui & Co. Trade Services Ltd.	Provision of logistics-related services to Mitsui	Japan	100.0
Mitsui & Co. Financial Management, Ltd.	Provision of accounting and treasury-related services to Mitsui & Co.	Japan	100.0

**Major Equity Accounted Investees**

Operating Segment	Registered Name	Principal Lines of Business	Jurisdiction of Incorporation	Ownership of Voting Shares (%)
Iron & Steel Products	*Shanghai Bao-Mit Steel Distribution Co., Ltd.	Processing and sales of steel products	China	35.0
	SIAM YAMATO STEEL COMPANY LIMITED	Manufacture and sales of steel products	Thailand	20.0
	*Gestamp North America, Inc.	Manufacture of automotive components	U.S.A.	30.0
	*Gestamp Holding Mexico, S.L.	Manufacture of automotive components	Spain	30.0
	*Gestamp Brasil Industria De Autopecas S.A.	Manufacture of automotive components	Brazil	30.0
	*Gestamp Holding Argentina, S.L.	Manufacture of automotive components	Spain	30.0
	GESTAMP 2020, S.L.	Investment in manufacture of automotive components	Spain	25.0
	*GRI Renewable Industries, S.L.	Manufacture of wind turbine towers and flanges	Spain	25.0
	GEG (Holdings) Limited	Fabrication, upgrading, inspection and maintenance of welded structures	United Kingdom	25.0
Mineral & Metal Resources	*Inner Mongolia Erdos Electrical Power & Metallurgical Group Limited By Shares	Coal mining, power generation, ferrous alloy and chemical production and water pumping	China	25.0
	NIPPON AMAZON ALUMINIUM CO., LTD.	Investments in aluminium smelting business in Brazil	Japan	20.9
	BHP Billiton Mitsui Coal Pty Ltd	Mining and sales of Australian coal	Australia	16.8
Machinery & Infrastructure	Toyo Engineering Corporation	Engineering and construction for industrial facilities	Japan	22.9
	P.T. PAITON ENERGY	Power generation in Indonesia	Indonesia	45.5
	*Compania de Generacion Valladolid, S. de R.L. de C.V.	Power generation in Mexico	Mexico	50.0
	*IPM Eagle LLP	Investments in power generation business	United Kingdom	30.0

	*IPM Holdings (UK) Limited	Power plant business in the United Kingdom	United Kingdom	26.3
	MT Falcon Holdings Company, S.A.P.I. de C.V.	Investment in power generation business in Mexico	Mexico	40.0
	*3B POWER SDN. BHD.	Power generation in Malaysia	Malaysia	50.0
	*SAFI ENERGY COMPANY	Power generation in Morocco	Morocco	30.0
	*MAP Power Holding Company Limited	Investment in power generation business in Oman	United Arab Emirates	50.0
	*MAP Inland Holding Company Limited	Investment in power generation business in Oman	United Arab Emirates	52.7
	*MAP Coastal Holding Company Limited	Investment in power generation business in Oman	United Arab Emirates	52.7
	VLI S.A.	Integrated freight transportation business	Brazil	20.0
	Penske Automotive Group, Inc.	Automotive retailer	U.S.A.	15.7
	*HINO MOTORS SALES (THAILAND) LTD.	Sales of automobile and auto parts	Thailand	43.0
	*TOYOTA MANILA BAY CORPORATION	Retail sales of Toyota cars	Philippines	40.0
	*PT. Yamaha Indonesia Motor Manufacturing	Manufacture and sales of motorcycles	Indonesia	15.0
	India Yamaha Motor Pvt. Ltd.	Manufacture and sales of two-wheeled vehicles	India	15.0
	BAF (Thailand) Co., Ltd.	Motorcycle retail finance	Thailand	25.0
	TAIYOKENKI RENTAL CO., LTD	Rental of construction machinery	Japan	25.9
	KOMATSU MARKETING SUPPORT AUSTRALIA PTY LTD	Sales of construction and mining equipment	Australia	40.0
Chemicals	*ITC RUBIS TERMINAL ANTWERP NV	Chemical tank leasing	Belgium	50.0
	HEXAGON COMPOSITES ASA	Manufacturer of fiber reinforced pressure cylinders	Norway	25.0
	LABIX Company Limited	Manufacture and sales of Linear Alkyl Benzene	Thailand	25.0



	*PT Kingsford Holdings	Investment to PT Champion Pacific Indonesia	Indonesia	40.0
	MVM Resources International B.V.	Investment in a phosphate rock mining project in Peru	Netherlands	25.0
Energy	*ENEOS GLOBE Corporation	LPG imports and marketing, fuel cell and photovoltaic systems marketing	Japan	30.0
	*Japan Australia LNG (MIMI) Pty. Ltd.	Exploration, development and sales of crude oil and natural gas	Australia	50.0
Lifestyle	FEED ONE CO., LTD.	Manufacturing and sales of compound feedstuffs	Japan	25.0
	Starzen Co., Ltd.	Processing and sale of meat, manufacture and sale of meat products	Japan	16.6
	Mitsui Sugar Co., Ltd.	Manufacture of refined sugar	Japan	32.3
	The Kumphawapi Sugar Co., Ltd.	Production and sales of sugar	Thailand	44.7
	*AIM SERVICES CO., LTD.	Contract food services	Japan	50.0
	*ARAMARK Uniform Services Japan Corporation	Rental and sales of uniforms	Japan	39.2
	SOGO MEDICAL CO., LTD.	Dispensary pharmacy business, total solutions for medical institution management	Japan	25.6
	Panasonic Healthcare Holdings Corporation	Development, manufacture and sale of various health care equipment and services	Japan	22.0
	*Medica Asia (Holdco) Limited	Investment in MIMS Group, a healthcare information company	United Kingdom	40.0
	IHH Healthcare Berhad	Provider of healthcare services	Malaysia	18.0
	Fuji Pharma Co., Ltd.	Manufacture and sale of pharmaceutical products	Japan	22.9
	*SMB KENZAI CO., LTD.	Sales of building materials, contract of construction work and import of various building materials	Japan	36.3
Innovation & Corporate	Relia Inc.	Comprehensive telemarketing and direct marketing operations	Japan	34.4

Development	QVC JAPAN INC.	Direct Marketing Business which is mainly composed of TV shopping	Japan	40.0
	CCTV Shopping Co., Ltd.	Service for TV shopping business in China	China	25.0
	JA Mitsui Leasing, Ltd.	Leasing and financing business	Japan	31.4
	New Ocean Capital Management Limited	ILS asset management business	Bermuda	15.0

\* The companies with an asterisk, accounted for using the equity method, are joint ventures in accordance with IFRS 11 “Joint Arrangements.”

## Funding

Mitsui & Co.’s basic funding policy as set forth by its management is to secure liquidity required for its smooth operations and to maintain the strength and soundness of its balance sheet. Thus, Mitsui & Co. principal strategy is to obtain long-term funds (those with maturities of around 10 years) from financial institutions, including domestic life-insurance companies and banks, and through the issuance of corporate bonds. At the same time, Mitsui & Co. minimises its refinance risk by deconcentrating the amount of long-term debt to be repaid each fiscal year. In cases of projects where large amounts of financing are required, Mitsui & Co. utilises financing programs provided by government financing agencies and/or project financing.

In principle, Mitsui & Co.’s wholly owned subsidiaries procure funds not from financial institutions, but by utilising the internal Cash Management Service, in which they can procure financing from overseas and domestic financing subsidiaries and overseas offices of Mitsui & Co. Through this service, centralisation of fund raising, the efficient use of fund and securement of liquidity are promoted. As a result, approximately three fourths of total interest-bearing debt on a consolidated basis as of 31st March, 2018 was raised from Mitsui & Co. and the above-mentioned financing subsidiaries.

Mitsui & Co. also holds sufficient cash and cash equivalents in order to maintain liquidity to flexibly meet capital requirements and to minimise the harmful effects of a deteriorated financial market on future debt-service requirements. While there is no particular target amount of cash and cash equivalents to be held, considering the current financial market conditions, cash and cash equivalents are invested mainly in highly liquid and highly rated short-term financial instruments, or deposited.

## Risk Management

As a general trading company engaging in a wide variety of businesses, risks arising from business activities are monitored and managed by Chief Operating Officers of business units and regional business units within their authorisation delegated from the management. Risks associated with Mitsui’s business include quantitative risks such as credit risk, market risk, business risk arising from subsidiaries’ businesses, and country risk, as well as qualitative risks such as compliance risk and operational risk. Measures taken by each business unit to manage quantitative risks include setting of position limits and loss-cut limits as well as monitoring of positions by divisions with relevant expertise. For the management of qualitative risks, the business units are obligated to observe related internal regulations. When a business unit or a regional business unit takes risks greater than the scope of authority granted to the Chief Operating Officers, it is necessary to obtain approval of the Corporate Management Committee or a Representative Director in charge,

or a Senior Managing Officer in charge, depending on the importance of the case, in accordance with the standards of the internal approval system.

Furthermore, as committees responsible for business execution and the internal control system, organisations such as the Portfolio Management Committee, the Internal Controls Committee, the Sustainability Committee, and the Crisis Management Headquarters establish and develop the risk management structures and handle significant risks. These committees consist of Managing Officers and the General Managers of Corporate Staff Units. With respect to the risks in the fields they are in charge of, each division of the Corporate Staff Units is responsible for surveillance of the whole position of Mitsui & Co., control within the prescribed range of their authority, and supporting the relevant Directors and Managing Officers.

## **Management**

### ***Basic Corporate Governance Policy***

In structuring the corporate governance framework, Mitsui & Co. places emphasis on “improved transparency and accountability” and “clarification of the division of roles between management oversight and execution.”

For the “improved transparency and accountability,” Mitsui & Co. ensures sound supervision and monitoring of management with the view point of External Directors and External Audit & Supervisory Board Members. Mitsui & Co. has also established an internal control system for disclosure so that all executives and employees fulfill their accountability to stakeholders under the principle of fair disclosure. For “clarification of the division of roles between management oversight and execution,” Mitsui & Co. delegates execution of business to Managing Officers substantially while the Board of Directors retains a supervisory role over Managing Officers’ business activities. Chief Operating Officers of 16 business units within headquarters and 3 regional business units serve concurrently as Managing Officers and engage in business operation for the consolidated group in a responsive and flexible manner.

While increasing the effectiveness of supervisory functions by having Audit & Supervisory Board Members, Mitsui & Co. implements corporate governance by maintaining an Audit & Supervisory Board system because it believes that having internal Directors who are familiar with Mitsui’s business practices and operations is essential to the business of a general trading company. By adopting a Committee System in which External Directors and External Audit & Supervisory Board Members participate, Mitsui & Co. achieves highly effective corporate governance to secure “improved transparency and accountability” and “clarification of the division of roles between management oversight and execution.” In order to realise effective corporate governance for shareholders and other stakeholders, Mitsui & Co. has established, and maintains, the following structures:

- (i) The Board of Directors is the highest authority for execution of business and supervision, and in order to secure this function, Mitsui & Co. has set the number of Directors to the maximum number that permits substantial discussions. As advisory committees to the Board of Directors, Mitsui & Co. also has in place the Governance Committee, the Nomination Committee and the Remuneration Committee, in which External Directors and/or External Audit & Supervisory Board Members participate as members.
- (ii) The Audit & Supervisory Board Members supervise the Directors’ execution of duties as an independent institution with the mandate of the shareholders. For this purpose, Audit & Supervisory Board Members carry out multi-faceted, effective audit activities such as attending important internal meetings, verifying reports and investigating Mitsui’s business, and take necessary measures in a timely manner.

### ***Member of the Board of Directors and Audit & Supervisory Board Members***

The Directors and Audit & Supervisory Board Members of Mitsui & Co. as of the date hereof are as follows:

<b>Name</b>	<b>Position</b>
Masami Iijima <sup>1</sup>	Chairman of the Board of Directors
Tatsuo Yasunaga <sup>1</sup>	President and Chief Executive Officer
Makoto Suzuki <sup>1</sup>	Executive Vice President
Satoshi Tanaka <sup>1</sup>	Executive Vice President
Shinsuke Fujii <sup>1</sup>	Executive Vice President
Nobuaki Kitamori <sup>1</sup>	Senior Executive Managing Officer
Yukio Takebe <sup>1</sup>	Senior Executive Managing Officer
Takakazu Uchida <sup>1</sup>	Executive Managing Officer
Kenichi Hori <sup>1</sup>	Executive Managing Officer
Toshiro Muto	External Director
Izumi Kobayashi	External Director
Jenifer Rogers	External Director
Hiroataka Takeuchi	External Director
Samuel Walsh	External Director
Joji Okada	Audit & Supervisory Board Member
Takashi Yamauchi	Audit & Supervisory Board Member
Haruka Matsuyama	External Audit & Supervisory Board Member
Hiroshi Ozu	External Audit & Supervisory Board Member
Kimitaka Mori	External Audit & Supervisory Board Member

Notes:

1. Representative Director
2. None of the Directors or Audit & Supervisory Board Members listed above, except for Mr. Muto, Ms. Kobayashi, Ms. Rogers, Mr. Takeuchi, Mr. Walsh, Ms. Matsuyama, Mr. Ozu and Mr. Mori performs any principal activities outside Mitsui which are significant with respect to Mitsui & Co.
3. All of the Directors, except for Mr. Iijima, Mr. Muto, Ms. Kobayashi, Ms. Rogers, Mr. Takeuchi and Mr. Walsh, also serve as Executive Officers.
4. Mr. Muto is the Chairman of Daiwa Institute of Research Ltd. Ms. Kobayashi is the Vice Chairperson of Japan Association of Corporate Executives. Ms. Rogers is the General Counsel of NEW Asurion Asia Pacific Japan LLC. Mr. Takeuchi is a Professor Emeritus at Hitotsubashi University and a Professor at Harvard Business School. Mr. Walsh is the Global President of the Chartered Institute of Procurement and Supply, the Chairman of the Accenture Global Mining Executive Council and the Chairman of Royal Flying Doctor Service (WA).
5. Mr. Okada is the Chairperson of Japan Audit & Supervisory Board Members Association. Ms. Matsuyama is a Partner of Hibiya Park Law Offices. Mr. Mori is the Senior Advisor of The Japanese Institute of Certified Public Accountants.

Mitsui & Co. has no material business relationship with Daiwa Institute of Research Ltd., Japan Association of Corporate Executives, NEW Asurion Asia Pacific Japan LLC., Hitotsubashi University, Harvard Business School, Chartered Institute of Procurement and Supply, Accenture Global Mining Executive Council, Royal Flying Doctor Service (WA) or Hibiya Park Law Offices.

There are no potential conflicts of interest between the duties to Mitsui & Co. of the Directors except for External Directors and their private interests and/or other duties. Given that Mitsui & Co. is a general trading company with extensive business dealings, it has been decided to make appropriate efforts by the Board of Directors to handle likely conflicts of interest involving the prospective External Directors in individual transactions with external parties. Ms. Matsuyama, Mr. Ozu and Mr. Mori are External Audit & Supervisory Board Members under the Companies Law. When selecting candidates for External Audit & Supervisory Board Members, the Audit &

Supervisory Board shall confirm that no issues with independence arise by taking into consideration such factors as relations with the company, management and important staff members.

The business address as of the date hereof of all of the Directors, except for Mr. Muto, Ms. Rogers and Mr. Takeuchi, is 1-3, Marunouchi 1-chome, Chiyoda-ku, Tokyo 100-8631, Japan. The business addresses of Mr. Muto, Ms. Rogers and Mr. Takeuchi are: Gran Tokyo North Tower, 9-1, Marunouchi 1-chome, Chiyoda-ku, Tokyo 100-6756, Japan, Ark Hills South Tower 11F, 4-5, Roppongi 1-chome, Minato-ku, Tokyo 106-0032, Japan and Josuikai Building 1F, 1-1, Hitotsubashi 2-chome, Chiyoda-ku, Tokyo, 101-0003, Japan, respectively.

## TAXATION

*The following statements are not intended to constitute a complete analysis of all tax consequences relating to the purchase, ownership and disposition of the Notes. Prospective purchasers should consult their own tax advisers concerning the tax consequences of their particular situations.*

### Japanese Taxation

The following description of Japanese taxation (limited to national taxes) applies exclusively to interest and issue differential (as defined below) on the Notes issued or to be issued outside Japan and payable outside Japan. It is not intended to be exhaustive and Noteholders and/or Couponholders are recommended to consult their tax advisers as to their exact tax position.

Interest payments on the Notes to an individual resident of Japan or a Japanese corporation, or to an individual non-resident of Japan or a non-Japanese corporation that is a person having a special relationship with the Issuer (a “specially-related person”) as described in Article 6, paragraph 4 of the Special Taxation Measures Law of Japan (Law No. 26 of 1957, as amended) (the “Special Taxation Measures Law”) is subject to income tax on the amount of such interest, except for (a) interest payments to the designated financial institution which has complied with the requirements for the tax exemption applications under Article 6 of the Special Taxation Measures Law, or (b) interest payments through a financial institution which handles the interest payments on the Notes as defined in the Special Taxation Measures Law (the “the payment handling agent”) in Japan to (i) a public corporation designated under the Income Tax Law of Japan (Law No. 33 of 1965, as amended) (the “Income Tax Law”) or (ii) a financial institution or a financial instruments business operator, etc. designated under Article 8 of the Special Taxation Measures Law, which has complied with the requirements for tax exemption applications under Article 3-3, paragraph 6 of the Special Taxation Measures Law.

The original income tax rate applicable to the payment of the amount of the interest on the Notes to be withheld by the Issuer is 15 per cent. However, effective from and including 1st January, 2013 to and including 31st December, 2037, such withholding tax rate has been increased to 15.315 per cent., since a special surtax measures on income tax were introduced to fund the restoration effort from the earthquake occurred in March 2011 under the Special Measures Law to Secure the Financial Resources Required to Implement Policy on Restoration After the East Japan Earthquake (Law No. 117 of 2011). Taxpayer of income tax and withholding tax needs to pay surtax, calculated by multiplying the base income tax amount of 15 per cent. with 2.1 per cent. in accordance the above law.

It should be noted that if the recipient of interest on the Notes is a Japanese corporation, the amount of such interest will be included in the recipient’s income which is subject to Japanese corporate tax under the Corporate Tax Law of Japan (Law No. 34 of 1965, as amended); provided that the amount of Japanese income tax withheld under the Income Tax Law will be generally credited against the amount of Japanese corporate tax.

Under the Special Taxation Measures Law, payment of interest on the Notes outside Japan to a non-resident of Japan or a foreign corporation (not being a specially-related person of the Issuer) for Japanese tax purposes will not be subject to withholding of Japanese income tax, if such recipient of interest establishes that it is a non-resident of Japan or a foreign corporation (not being a specially-related person of the Issuer) in compliance with the requirements under the Special Taxation Measures Law as summarised below:

- (i) If the Notes or Coupons are held through the payment handling agent in accordance with the Special Taxation Measures Law Enforcement Order (Cabinet Order No. 43 of 1957, as amended, the “Cabinet Order”), (A) the recipient of the interest provides such payment handling agent which holds the Notes or Coupons in its custody (the “payment handling custodian”) with information including, *inter alia*,

its name and address and obtains confirmation from the payment handling custodian of the correctness of such information by presenting certain documentary or other evidence to such payment handling custodian; (B) such payment handling custodian notifies “Interest Recipient Information” (providing, *inter alia*, (x) that all recipients are non-residents of Japan or foreign corporations (not being specially-related persons of the Issuer) (if applicable); (y) the amount of the interest payable to the recipients that are non-residents of Japan or foreign corporations (not being specially-related persons of the Issuer)) which is prepared by such payment handling custodian based on the information provided by the recipient, to the Issuer or if the payment handling custodian has further sub-deposited Notes or Coupons with another payment handling agent including a clearing organisation (the “sub-depositary”), through such sub-depositary to the Issuer, at the latest one day prior to the date on which such payment handling custodian receives from the Issuer the amount of the interest for the payments to the recipients; and (C) the Issuer prepares “Interest Recipient Confirmation” based upon Interest Recipient Information and submits it to the competent Japanese tax authority (the “tax authority”); or

- (ii) If the Notes or Coupons are held otherwise than through a payment handling custodian, upon each payment of the interest on the Notes, the Noteholder files a “Claim for Exemption from Taxation” (providing, *inter alia*, the name and address of the recipient of the interest) with the tax authority through the Issuer or (if payment of interest is made through the payment handling agent) through the payment handling agent and the Issuer.

If the recipient of interest on the Notes is a non-resident of Japan or a foreign corporation (not being a specially-related person of the Issuer), failure by such non-resident or foreign corporation (not being a specially-related person of the Issuer) to comply with the above requirements will result in the withholding of Japanese income tax.

The above exemption from the withholding of Japanese income tax on the interest payments of the Notes is also applied to a Japanese financial institution or a Japanese financial instruments business operator etc. designated by the Cabinet Order pursuant to Article 6, paragraph 9 of the Special Taxation Measures Law which receives the interest on the Notes outside of Japan (i.e. receives the interest otherwise than through the payment handling agent in Japan).

However, in all cases mentioned above, interest on Notes of which the amount of interest is to be calculated by reference to certain indexes (as prescribed in the Cabinet Order relating to Article 6, paragraph 4 of the Special Taxation Measures Law) relating to the Issuer or a specially-related person of the Issuer will be subject to the withholding tax even if paid to an individual non-resident of Japan or a non-Japanese corporation that is not a specially-related person.

If the recipient of interest on the Notes is a non-resident of Japan or a foreign corporation (not being a specially-related person of the Issuer) which complies with the above requirements and if such non-resident or foreign corporation has a permanent establishment within Japan and the receipt of interest is attributable to the business of such non-resident or foreign corporation (not being a specially-related person of the Issuer) carried on within Japan through such permanent establishment, such interest will be subject to Japanese income tax or corporate tax, as appropriate, payable other than by way of withholding.

If the recipient of the difference between the issue price of Notes and the amount which the holder receives upon redemption of such Notes (hereinafter referred to as the “issue differential”) is a non-resident of Japan or a foreign corporation (not being a specially-related person of the Issuer) having no permanent establishment within Japan or having a permanent establishment within Japan but the receipt of such issue differential is not attributable to the business carried on within Japan by such non-resident or foreign corporation (not being a specially-related person of the Issuer) through such permanent establishment, no income tax or corporate tax is payable with respect to such issue differential. If the receipt of such issue differential is attributable to the business of any such non-resident or foreign corporation (not being a specially-related person of the Issuer)

carried on within Japan through a permanent establishment maintained by it within Japan, such issue differential will be subject to Japanese income tax or corporate tax, as appropriate, payable other than by way of withholding.

Under the current tax legislation applicable to an individual resident of Japan, the capital loss derived from the sale of listed shares and bonds is able to be offset with income from the dividends from other listed shares and interests from other bonds, etc.

In relation to the taxable income of a non-resident taxpayer (both individual and corporate) for its permanent establishment in Japan, the “attributable income approach” (under which only taxable Japanese source income attributable to a permanent establishment in Japan is taxable) is taken. In addition, a so-called arm’s length principle applies to intra-company transactions between the overseas head office (and the other permanent establishments located outside Japan) and the permanent establishment in Japan for the computation of the Japanese source income attributable to the permanent establishment in Japan.

## **United States Foreign Account Tax Compliance**

Pursuant to certain provisions of the Internal Revenue Code, commonly known as FATCA (“FATCA”), a “foreign financial institution” may be required to withhold on certain payments it makes (“foreign passthru payments”) to persons that fail to meet certain certification, reporting, or related requirements. The Issuer may be a foreign financial institution for these purposes. A number of jurisdictions (including Japan) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (“IGAs”), which modify the way in which FATCA applies in their jurisdictions. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to 1st January, 2019. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

## **Hong Kong Taxation**

### ***Withholding Tax***

Under existing Hong Kong law, payments of principal and interest in respect of the Notes may be made without withholding for or on account of any Hong Kong taxes. In addition, no tax is withheld in Hong Kong in respect of any gains arising from resale of the Notes.

### ***Profits Tax***

Profits tax is charged on every person carrying on a trade, profession or business in Hong Kong in respect of assessable profits arising in or derived from Hong Kong from such trade, profession or business.

Under the Inland Revenue Ordinance (Cap. 112) of Hong Kong as it is currently applied, interest on the Notes will be subject to Hong Kong profits tax where such interest has a Hong Kong source and is received by or accrued to:

- (i) a financial institution (as defined in the Inland Revenue Ordinance) and such interest arises through or from the carrying on by the financial institution of its business in Hong Kong, notwithstanding that the moneys in respect of which the interest is received or accrues are made available outside Hong Kong;
- (ii) a corporation carrying on a trade, profession or business in Hong Kong and such interest is derived from Hong Kong; or



- (iii) a person, other than a corporation, carrying on a trade, profession or business in Hong Kong and such interest is derived from Hong Kong and is in respect of the funds of the trade, profession or business.

In addition, Hong Kong profits tax may be charged on profits arising on the sale, disposal or redemption of the Notes where the sale, disposal or redemption is or forms part of a trade, profession or business carried on in Hong Kong.

## SUBSCRIPTION AND SALE

### Summary of Dealer Agreement

Subject to the terms and the conditions contained in an amended and restated dealer agreement dated 5th September, 2018 (as amended and supplemented from time to time, the “Dealer Agreement”) between the Issuer, the Permanent Dealers and the Arranger, the Notes will be offered on a continuous basis by the Issuer to the Permanent Dealers. However, the Issuer has reserved the right to sell Notes directly on its own behalf to Dealers that are not Permanent Dealers. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Notes may also be sold by the Issuer through the Dealers, acting as agents of the Issuer. The Dealer Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

The Issuer has agreed to reimburse the Arranger for certain of its expenses incurred in connection with the establishment of the Programme and the Dealers for certain of their activities in connection with the Programme. The commissions in respect of an issue of Notes on a syndicated basis will be stated in the relevant Final Terms.

The Issuer has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Dealer Agreement entitles the Dealers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the Issuer.

### Selling Restrictions

#### *Japan*

The Notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended; the “Financial Instruments and Exchange Law”) and are subject to the Special Taxation Measures Law. Accordingly, each Dealer has represented and agreed that (i) it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell, the Notes in Japan or to any person resident in Japan for Japanese securities law purposes (including any corporation or other entity organised under the laws of Japan), except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan; and (ii) it (a) has not, directly or indirectly, offered or sold any of the Notes to, or for the benefit of, any person other than a Gross Recipient (as hereinafter defined), and (b) will not, directly or indirectly, offer or sell any of the Notes, (x) as part of its initial distribution, to, or for the benefit of, any person other than a Gross Recipient, and (y) otherwise until 40 days after the date of issue, to, or for the benefit of, any individual resident of Japan or Japanese corporation for Japanese tax purposes (except for a Japanese financial institution, designated in Article 3-2-2, paragraph 28 of the Cabinet Order) that will hold Notes for its own proprietary account (a “Designated Financial Institution”) and an individual resident of Japan or a Japanese corporation whose receipt of interest on the Notes will be made through a payment handling agent in Japan as defined in Article 2-2, paragraph 2 of the Cabinet Order relating to Article 3-3 of the Special Taxation Measures Law (an “Article 3-3 Japanese Resident”). A “Gross Recipient” as used in (ii) above means (a) a beneficial owner that is, for Japanese tax purposes, neither (x) an individual resident of Japan or a Japanese corporation, nor (y) an individual non-resident of Japan or a non-Japanese corporation that in either case is a party having a special relationship with the Issuer as described in Article 6, paragraph 4 of the Special Taxation Measures Law, (b) a Designated Financial Institution, or (c) an Article 3-3 Japanese Resident.

#### *United States*

- (1) The Notes have not been and will not be registered under the Securities Act and the Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons

except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that it will only offer, sell or deliver Notes in accordance with Regulation S under the Securities Act and has not and will not offer, sell or deliver the Notes of any identifiable Tranche within the United States or to, or for the account or benefit of, U.S. persons, (i) as part of their distribution at any time and (ii) otherwise until 40 days after the completion of the distribution of such Tranche as determined and certified by the relevant Dealer, in the case of a non-syndicated issue, or the lead manager, in the case of a syndicated issue, and that, at or prior to confirmation of sale of Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the distribution compliance period a confirmation or notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meaning given to them by Regulation S under the Securities Act.

In addition, until 40 days after the commencement of the offering, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Each Dealer has also represented and agreed (and each further Dealer appointed under the Programme will be required to represent and agree) that it, its affiliates or any persons acting on its or their behalf have not engaged and will not engage in any directed selling efforts with respect to any Note, and it and they have complied and will comply with the offering restrictions requirement of Regulation S under the Securities Act.

Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. Treasury Regulations. Terms used in this paragraph have the meanings given to them by the Internal Revenue Code and regulations thereunder.

- (2) In respect of Notes in bearer form that are expressed in the applicable Final Terms to be subject to the C Rules, the following applies:

In addition, under U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) (the “C Rules”), the Notes must be issued and delivered outside the United States and its possessions in connection with their original issue. Each Dealer represents that it has not offered, sold or delivered, and agrees that it will not offer, sell or deliver, directly or indirectly, Notes within the United States or its possessions in connection with their original issue. Further, in connection with the original issue of Notes, each Dealer represents that it has not communicated, and agrees that it will not communicate, directly or indirectly, with a prospective purchaser if either of such Dealer or such purchaser is within the United States or its possessions or otherwise involve such Dealer’s U.S. office in the offer or sale of Notes.

Terms used in this paragraph have the meanings given to them by the Internal Revenue Code and regulations thereunder, including the C Rules.

- (3) In respect of Notes in bearer form that are expressed in the applicable Final Terms to be subject to the D Rules, the following applies:

In addition to the foregoing:

- (i) except to the extent permitted under U.S. Treas. Reg. Section 1.163-5(c)(2)(i)(D) (the “D Rules”), each Dealer (a) has represented that it has not offered or sold, and agrees that during the restricted period it will not offer or sell, Notes in bearer form to a person who is within the

United States or its possessions or to a United States person, and (b) has represented that it has not delivered and agrees that it will not deliver within the United States or its possessions definitive Notes in bearer form that are sold during the restricted period;

- (ii) each Dealer has represented that it has and agrees that throughout the restricted period it will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes are aware that such Notes may not be offered, sold or delivered during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the D Rules;
- (iii) if it is a United States person, each Dealer has represented that it is acquiring the Notes for purposes of resale in connection with their original issuance and if it retains Notes for its own account, it will only do so in accordance with the requirements of U.S. Treas. Reg. Section 1.163-5(c)(2)(i)(D)(6); and
- (iv) with respect to each affiliate that acquires Notes from a Dealer for the purpose of offering or selling such Notes during the restricted period, such Dealer repeats and confirms that representations and agreements contained in sub-clauses (i), (ii) and (iii) on such affiliate's behalf.

Terms used in this paragraph has the meaning given to them by the Internal Revenue Code and regulations thereunder, including the D Rules.

#### ***Prohibition of Sales to EEA Retail Investors***

Each Dealer has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Offering Circular as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression "retail investor" means a person who is one (or more) of the following:
  - (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
  - (ii) a customer within the meaning of the Insurance Mediation Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
  - (iii) not a qualified investor as defined in the Prospectus Directive; and
- (b) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

#### ***United Kingdom***

Each Dealer has represented and agreed that:

- (i) in relation to any Notes which have a maturity of less than one year, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;
- (ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of

Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

- (iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such Notes in, from or otherwise involving the United Kingdom.

### *Singapore*

This Offering Circular has not been and will not be registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed that this Offering Circular and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes will not be circulated or distributed, nor may the Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”), (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

This Offering Circular has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this Offering Circular and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of Notes may not be circulated or distributed, nor may Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the SFA, (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

“securities” (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (1) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (2) where no consideration is or will be given for the transfer;
- (3) where the transfer is by operation of law;
- (4) as specified in Section 276(7) of the SFA; or
- (5) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

**Notification under Section 309B(1)(c) of the SFA:** Unless otherwise stated in the Final Terms in respect of any Notes, all Notes issued or to be issued under the Programme shall be prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

### ***People's Republic of China***

Each Dealer has represented, warranted and agreed that the Notes are not being offered or sold and may not be offered or sold, directly or indirectly, in the People's Republic of China (for such purposes, not including Hong Kong and Macau Special Administrative Regions or Taiwan), except as permitted by the securities laws of the People's Republic of China.

### ***Hong Kong***

Each Dealer has represented and agreed that (i) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes except for Notes which are a "structured product" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong other than (a) to "professional investors" as defined in the Securities and Futures (Winding Up and Miscellaneous Provisions) Ordinance (and any rules made under that Ordinance; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and (ii) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

### ***Australia***

No prospectus or other disclosure document (as defined in the Corporations Act 2001 of Australia) in relation to the programme or any debt instruments has been or will be lodged with the Australian Securities and Investments Commission ("ASIC"). Each Dealer represents and agrees, and each further Dealer appointed under the programme will be required to represent and agree, that it: (a) has not offered, and will not offer for issue or sale and has not invited, and will not invite applications, for issue, or offers to purchase, the debt instruments in Australia (including an offer or invitation which is received by a person in Australia); and (b) has not distributed or published, and will not distribute or publish, any draft, preliminary or definitive information memorandum, advertisement or other offering material relating to the debt instrument in Australia, unless (i) the aggregate consideration payable by each offeree or invitee is at least AUD 500,000 (or its equivalent in other currencies, but disregarding moneys lent by the offeror or its associates) or the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 or 7.9 of the Corporations Act, (ii) the offer or invitation does not constitute an offer to a "retail client" as defined for the purposes of section 761G of the Corporations Act, (iii) such action complies with all applicable laws, regulations and directives, and (iv) such action does not require any document to be lodged with ASIC or any other regulatory authority in Australia.

### ***South Africa***

Each Dealer has represented, warranted and agreed that it will not make an "offer to the public" (as such expression is defined in the South African Companies Act, 2008 (the "SA Companies Act") and which expression includes any section of the public) of Notes (whether for subscription, purchase or sale) in South Africa. Offers of Notes by Dealers in South Africa may be made pursuant to section 96 of the SA Companies Act which section provides for offers that are not deemed to be "offers to the public".

This Offering Circular does not, nor is it intended to, constitute a prospectus prepared and registered under the SA Companies Act.

This Offering Circular does not constitute an offer to accept deposits from the "general public" in terms of the South African Banks Act, 1990.

Information made available in this Offering Circular should not be considered as “advice” as defined in the Financial Advisory and Intermediary Services Act, 2002.

### ***The Russian Federation***

Each Dealer has represented, warranted and agreed that the Notes will not be offered, transferred or sold as part of their initial distribution or at any time thereafter to or for the benefit of any persons (including legal entities) resident, incorporated, established or having their usual residence in the Russian Federation or to any person located within the territory of the Russian Federation unless and to the extent otherwise permitted under Russian law.

### ***General***

These selling restrictions may be modified by the agreement of the Issuer and the Dealers following a change in a relevant law, regulation or directive. Any such modification will be set out in the Final Terms issued in respect of the issue of Notes to which it relates or in a supplement to this Offering Circular.

No action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of the Offering Circular or any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required.

Each Dealer has agreed that it will, to the best of its knowledge, comply with (and will obtain any consent, approval or permission required to be obtained by it by) all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes the Offering Circular, any other offering material or any Final Terms and neither the Issuer nor any other Dealer shall have responsibility therefor.

Some of the Dealers and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with the Issuer or its affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or its affiliates. Some of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in the Issuer’s securities, including potentially the Notes. Any such short positions could adversely affect future trading prices of the Notes. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

## FORM OF FINAL TERMS

### Final Terms



**MITSUI & CO., LTD.**  
**U.S.\$5,000,000,000**  
**Euro Medium Term Note Programme**

SERIES NO: [            ]

TRANCHE NO: [            ]

[Brief Description and Amount of Notes]

Issue Price: [            ] per cent.

[Dealer(s)]

Final Terms dated [●]



**Mitsui & Co., Ltd.**

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]  
under the **U.S.\$5,000,000,000 Euro Medium Term Note Programme**

**PART A – CONTRACTUAL TERMS**

**[The Notes are not listed and as such the information contained in these Final Terms is not required to comply with the Financial Conduct Authority’s Listing Rules and has not been approved or reviewed by the UK Listing Authority.] [Include in the case of unlisted Notes.]**

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the “Conditions”) set forth in the Offering Circular dated [●] [and the supplemental Offering Circular dated [●]] which [together] constitute[s] listing particulars for the purposes of Chapter 4 of the Financial Conduct Authority’s Listing Rules. This document constitutes the final terms of the Notes described herein and must be read in conjunction with the Offering Circular [as so supplemented]. [The Offering Circular [and the supplemental Offering Circular] [is] [are] available for viewing at [address] during normal business hours [and] [website] and copies may be obtained from [address].]

*[The following alternative language applies if the first tranche of an issue which is being increased was issued under an offering circular/a prospectus with an earlier date.]*

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the “Conditions”) set forth in the Offering Circular dated [original date] [and the supplemental Offering Circular dated [●]] incorporated by reference into the Offering Circular dated [current date] and which are attached hereto. This document constitutes the Final Terms of the Notes described herein and must be read in conjunction with the Offering Circular dated [current date] [and the supplemental Offering Circular dated [●]], which [together] constitute[s] listing particulars for the purposes of Chapter 4 of the Financial Conduct Authority’s Listing Rules. [The Offering Circular[s] [and the supplemental Offering Circular[s]] are available for viewing at [address] during normal business hours [and] [website] and copies may be obtained from [address]].

**PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “MiFID II”); or (ii) a customer within the meaning of Directive 2002/92/EC (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Prospectus Directive 2003/71/EC (as amended). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the “PRIIPs Regulation”) for offering or selling the Notes or otherwise making them available to retail investors in the European Economic Area has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the European Economic Area may be unlawful under the PRIIPs Regulation.

**[MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET** – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a “distributor”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for

undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

**[Notification under Section 309B(1)(c) of the SFA** – In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “CMP Regulations 2018”), the Issuer has determined the classification of the Notes as prescribed capital markets products (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]

<b>1</b>	Issuer:	Mitsui & Co., Ltd.
<b>2</b>	(i) Series Number:	[●]
	(ii) [Tranche Number:	[●]]
<b>3</b>	Specified Currency or Currencies:	[●]
<b>4</b>	Aggregate Nominal Amount of Notes [admitted to trading]:	
	(i) Series:	[●]
	(ii) [Tranche:	[●]]
<b>5</b>	Issue Price:	[●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [●]]
<b>6</b>	(i) Specified Denominations	[●]
	(ii) Calculation Amount	[●]
<b>7</b>	(i) Settlement Date:	[●]
	(ii) [Interest Commencement Date:	[●]/[Settlement Date]/[Not applicable]
<b>8</b>	Maturity Date:	[●]
<b>9</b>	Interest Basis:	[[●] per cent. Fixed Rate] [[duration][currency]][LIBOR/EURIBOR/TIBOR/ Shibor/BBSW/MosPrimeRate/JIBAR/SOR/SIBOR/ CNH HIBOR]] +/- [●] per cent. Floating Rate] [Zero Coupon] (further particulars specified below)
<b>10</b>	Redemption/Payment Basis:	[Redemption at par] [Instalment]
<b>11</b>	Change of Interest or Redemption/Payment Basis:	[●]
<b>12</b>	Investor Put/Issuer Call Option:	[Investor Put] [Issuer Call] [(further particulars specified below)]
<b>13</b>	Date [board] approval for issuance of Notes	[●]

obtained:

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

<b>14</b>	<b>Fixed Rate Note Provisions</b>	[Applicable/Not Applicable]
(i)	Rate[(s)] of Interest:	[●] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]
(ii)	Interest Payment Date(s):	[●] in each year [adjusted in accordance with [●]]/[not adjusted]
(iii)	Fixed Coupon Amount [(s)]:	[●] per Calculation Amount
(iv)	Broken Amount(s):	[●] per Calculation Amount payable [in/on] [●]
(v)	Day Count Fraction (Condition 4(h)):	[30/360/Actual/Actual (ICMA/ISDA)]/[●]
(vi)	Interest Determination Date(s) (Condition 4(h)):	[●] in each year.
(vii)	Other terms relating to the method of calculating interest for Fixed Rate Notes:	[Not Applicable]/[●]
<b>15</b>	<b>Floating Rate Note Provisions</b>	[Applicable/Not Applicable]
(i)	Interest Period(s):	[●]
(ii)	Specified Interest Payment Dates:	[●]
(iii)	Interest Period Date:	[Not Applicable]/ [[●] in each year[, subject to adjustment in accordance with the Business Day Convention set out in (iv) below/, not subject to any adjustment[, as the Business Day Convention in (iv) below is specified to be Not Applicable]]
(iv)	Business Day Convention:	[Floating Rate Business Day Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/[●]]
(v)	Business Centre(s):	[●]
(vi)	Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination/[●]]
(vii)	Reference Banks:	[Not Applicable/Applicable] [●]
(viii)	Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Calculation Agent):	[●]
(ix)	Screen Rate Determination (Condition 4(b)(iii)(B)):	
-	Reference Rate:	[[duration]][currency]][LIBOR/EURIBOR/TIBOR/Shibor/BBSW/MosPrimeRate/JIBAR/SOR/SIBOR/CNH HIBOR]]

- Interest Determination Date(s): [●]
- Relevant Screen Page: [●]
- Relevant Time (for other than LIBOR, EURIBOR or CNH HIBOR): [●][am/pm] [●] time
- Location for the Reference Banks (for other than LIBOR, EURIBOR or CNH HIBOR): [principal financial centre of the currency of the relevant currency][other]
- (x) ISDA Determination (Condition 4(b)(iii)(A)):
  - Floating Rate Option: [●]
  - Designated Maturity: [●]
  - Reset Date: [●]
- (xi) Margin(s): [+/-] [●] per cent. per annum
- (xii) Minimum Rate of Interest: [●] per cent. per annum
- (xiii) Maximum Rate of Interest: [●] per cent. per annum
- (xiv) Day Count Fraction (Condition 4(h)): [●]
- (xv) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: [●]

**16 Zero Coupon Note Provisions** [Applicable/Not Applicable]

- (i) Amortisation Yield (Condition 5(d)): [●] per cent. per annum
- (ii) Day Count Fraction (Condition 4(h)): [●]
- (iii) Any other formula/basis of determining amount payable: [●]

**PROVISIONS RELATING TO REDEMPTION**

**17 Issuer Call Option** [Applicable/Not Applicable]

- (i) Optional Redemption Date(s): [●]
- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [●] per Calculation Amount
- (iii) If redeemable in part:
  - (a) Minimum Optional Redemption Amount: [●] per Calculation Amount
  - (b) Maximum Optional Redemption Amount: [●] per Calculation Amount
- (iv) Notice period: [●]

**18 Investor Put Option** [Applicable/Not Applicable]

- (i) Optional Redemption Date(s): [●]
- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [●] per Calculation Amount
- (iii) Notice period: [●]
- 19 Final Redemption Amount of each Note** [●] per Calculation Amount
- 20 Early Redemption Amount**  
Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons (Condition 5(b)) or on an event of default (Condition 9) and/or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions): [●] per Calculation Amount

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

- 21 Form of Notes:** [Bearer Notes]  
[temporary Global Note exchangeable for a permanent Global Note which is exchangeable for definitive Notes in bearer form in the circumstances specified in the permanent Global Note ]  
[temporary Global Note exchangeable for definitive Notes in bearer form on [●] days' notice]  
[permanent Global Note exchangeable for definitive Notes in bearer form in the circumstances specified in the permanent Global Note]  
[Registered Notes]  
[Global Certificate exchangeable for definitive Certificates representing Registered Notes in the limited circumstances specified in the Global Certificate]
- 22 Financial Centre(s) (Condition 6(h)) or other special provisions relating to payment dates:** [Not Applicable/Applicable]/[●]
- 23 Details relating to Instalment Notes: Instalment Amount and Instalment Date on which each payment is to be made:** [Not Applicable/Applicable]/[●]

#### **PURPOSE OF FINAL TERMS**

These Final Terms comprise the final terms required to have admitted to the Official List of the UK Listing Authority and to trading to the PSM of the London Stock Exchange plc the issue of Notes described herein pursuant to the U.S.\$5,000,000,000 Euro Medium Term Note Programme of Mitsui & Co., Ltd.

Signed on behalf of the Issuer:

By: \_\_\_\_\_  
Duly authorised

## PART B – OTHER INFORMATION

### 1. LISTING

- (i) Listing: [London/PSM/None]  
[The PSM is not a regulated market.]
- (ii) Admission to trading: [Application has been made for the Notes to be admitted to trading  
[on the Professional Securities Market of the London Stock  
Exchange] with effect from [●].]
- (iii) Estimate of total expenses related to admission to trading: [●]

### 2. RATINGS

Ratings: The Notes to be issued have been rated:

### 3. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]

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

### 4. ESTIMATED TOTAL EXPENSES

[Estimated total expenses: [●]

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

[(i) Reasons for the offer: [See use of proceeds/[specify other reasons]]

[(ii) Estimated net proceeds:

### 6. [FIXED RATE NOTES ONLY – YIELD

Indication of yield: [●]  
The yield is calculated at the Settlement Date on the basis of the Issue Price. It is not an indication of future yield.]

### 7. OPERATIONAL INFORMATION

ISIN Code: [●]

Common Code: [●]

[Classification of Financial Instruments (CFI): [●]]

[Financial Instruments Short Name (FISN): [●]]

Legal Entity Identifier 2NRSB4GOU9DD6CNW5R48

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

Additional Paying Agent(s) (if any): [ ]

**8. GENERAL**

Applicable TEFRA exemption [C Rules/D Rules/Not Applicable]



## GENERAL INFORMATION

1. The listing of the Notes on the Official List and admission to trading on the Market will be expressed as a percentage of their nominal amount (exclusive of accrued interest). It is expected that each Tranche of Notes which is to be admitted to the Official List and to trading on the Market will be admitted separately as and when issued, subject only to the issue of a temporary or permanent Global Note or a Global Certificate initially representing the Notes of each Tranche. The listing of the Programme in respect of Notes is expected to be granted on or around 10<sup>th</sup> September, 2018. Prior to listing and admission to trading, however, dealings will be permitted by the London Stock Exchange in accordance with its rules. Transactions on the Market will normally be effected for delivery on the third working day after the day of the transaction. However, unlisted Notes may be issued pursuant to the Programme.
2. The Issuer has obtained all necessary consents, approvals and authorisations in Japan in connection with the issue and performance of the Notes. No authorisation procedures are required with respect to the Issuer under Japanese law for the update of the Programme, however, the issue of each Tranche of Notes by the Issuer requires separate authorisation.
3. There has been no significant change in the financial or trading position of the Issuer and its consolidated subsidiaries taken as a whole, since the date of the last published audited financial statements being 31st March, 2018 and there has been no material adverse change in the prospects of the Issuer, since the date of the last published audited financial statements, being 31st March, 2018.
4. There is no governmental, legal or arbitration proceeding that may have, or has had during the 12 months preceding the date of this Offering Circular, significant effects on the financial position or profitability of the Issuer and its subsidiaries taken as a whole, and the Issuer is not aware that any such proceeding is pending or threatened.
5. Each Note in bearer form and any Receipt, Coupon and Talon relating thereto with an original maturity of more than one year will bear the following legend:

“ANY UNITED STATES PERSON AS DEFINED IN THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “INTERNAL REVENUE CODE”) WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.”

Each Note and Coupon will bear the following legend:

“INTEREST PAYMENTS ON THIS SECURITY WILL BE SUBJECT TO JAPANESE WITHHOLDING TAX UNLESS THE HOLDER ESTABLISHES THAT THE SECURITY IS HELD BY OR FOR THE ACCOUNT OF A HOLDER THAT IS NOT AN INDIVIDUAL RESIDENT OF JAPAN OR A JAPANESE CORPORATION OR AN INDIVIDUAL NON-RESIDENT OF JAPAN OR A NON-JAPANESE CORPORATION THAT IS A PERSON HAVING A SPECIAL RELATIONSHIP WITH THE ISSUER AS DESCRIBED IN ARTICLE 6, PARAGRAPH 4 OF THE SPECIAL TAXATION MEASURES LAW OF JAPAN (LAW No. 26 of 1957, AS AMENDED) (THE “SPECIAL TAXATION MEASURES LAW”) (A “SPECIALLY-RELATED PERSON OF THE ISSUER”) FOR JAPANESE TAX PURPOSES OR IS A DESIGNATED FINANCIAL INSTITUTION OR FINANCIAL INSTRUMENTS BUSINESS OPERATOR, DESCRIBED IN ARTICLE 6, PARAGRAPH 9 OF THE SPECIAL TAXATION MEASURES LAW WHICH COMPLIES WITH THE REQUIREMENT FOR TAX EXEMPTION UNDER THAT PARAGRAPH.

INTEREST PAYMENTS ON THIS SECURITY TO AN INDIVIDUAL RESIDENT OF JAPAN OR A JAPANESE CORPORATION (OTHER THAN A DESIGNATED JAPANESE FINANCIAL INSTITUTION DESCRIBED IN THE PRECEDING PARAGRAPH) OR TO AN INDIVIDUAL NON-RESIDENT OF JAPAN OR A NON-JAPANESE CORPORATION THAT IS A SPECIALLY-RELATED PERSON OF THE ISSUER (EXCEPT INTEREST THAT IS PAID TO A PUBLIC CORPORATION, A FINANCIAL INSTITUTION OR A FINANCIAL INSTRUMENTS BUSINESS OPERATOR, ETC. THROUGH A JAPANESE PAYMENT HANDLING AGENT AS PROVIDED IN ARTICLE 3-3, PARAGRAPH 6 OF THE SPECIAL TAXATION MEASURE LAW IN COMPLIANCE WITH THE REQUIREMENT FOR TAX EXEMPTION UNDER THAT PARAGRAPH) WILL BE SUBJECT TO DEDUCTION IN RESPECT OF JAPANESE INCOME TAX AT A RATE OF 15 PER CENT. (FOR THE PERIOD TO AND INCLUDING 31ST DECEMBER, 2037, AN ADDITIONAL 0.315 PER CENT. WILL BE ADDED THERETO AS SPECIAL INCOME TAX FOR RECONSTRUCTION) ON THE AMOUNT OF SUCH INTEREST.

HOWEVER, INTEREST ON THIS SECURITY ISSUED BY THE ISSUER OF WHICH THE AMOUNT OF INTEREST IS TO BE CALCULATED BY REFERENCE TO CERTAIN INDEXES (AS PRESCRIBED UNDER THE CABINET ORDER RELATING TO ARTICLE 6, PARAGRAPH 4 OF THE SPECIAL TAXATION MEASURES LAW) RELATING TO THE ISSUER OR A SPECIALLY-RELATED PERSON OF THE ISSUER WILL BE SUBJECT TO THE WITHHOLDING TAX EVEN IF PAID TO AN INDIVIDUAL NON-RESIDENT OF JAPAN OR A NON-JAPANESE CORPORATION THAT IS NOT A SPECIALLY-RELATED PERSON OF THE ISSUER.”

Each Note, Certificate, Receipt, Coupon and Talon will bear the following legend:

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) AND MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES OR ITS POSSESSIONS OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS UNLESS AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IS AVAILABLE.

6. Notes have been accepted for clearance through the ICSDs. The common code, the International Securities Identification Number (ISIN) and (where applicable) the identification number for any other Relevant Clearing System for each Series of Notes will be set out in the relevant Final Terms. The address of Euroclear is 1, Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42, Avenue JF Kennedy L-1855 Luxembourg. The address of any alternative clearing system will be specified in the applicable Final Terms.
7. The issue price and the amount of the relevant Notes will be determined, before filing of the relevant Final Term of each Tranche, based on then prevailing market conditions. The Issuer does not intend to provide any post-issuance information in relation to any issues of Notes.
8. Copies of the following documents will be available for inspection during usual business hours on any weekday (Saturdays and public holidays excepted) for so long as Notes may be issued under this Offering Circular at the registered office of the Issuer and the offices of Citibank, N.A., London Branch, as Issuing and Principal Paying Agent:
  - (i) the Amended and Restated Agency Agreement dated 7th September, 2017 (which includes the forms of the Global Notes, the Global Certificates, the Definitive Notes, the Definitive Certificates, the Coupons, the Receipts and the Talons) (as further amended or supplemented);
  - (ii) the Deed of Covenant;
  - (iii) the constitutive documents (with English translations) of the Issuer;

- (iv) the published audited consolidated annual accounts of the Issuer and its consolidated subsidiaries in English for the years ended 31st March, 2017 and 2018;
  - (v) each set of Final Terms for Notes that are listed on the Official List of the UK Listing Authority and admitted to trading on the Market or any other stock exchange; and
  - (vi) a copy of the Offering Circular together with any amendment or supplement thereto.
9. Deloitte Touche Tohmatsu LLC, independent auditors authorised and regulated by the Financial Services Agency of Japan, has audited, and rendered unqualified reports on, the consolidated financial statements of the Issuer for the years ended 31st March, 2017 and 2018.

**ISSUER**

**REGISTERED OFFICE OF  
MITSUI & CO., LTD.**

1-3, Marunouchi 1-chome  
Chiyoda-ku, Tokyo 100-8631

**ISSUING AND PRINCIPAL PAYING AGENT, CALCULATION AGENT,  
FISCAL AGENT AND TRANSFER AGENT**

**Citibank, N.A., London Branch**

6th Floor, Citigroup Centre  
Canada Square, Canary Wharf  
London E14 5LB

**REGISTRAR**

**Citigroup Global Markets Europe AG**

Reuterweg 16  
60323 Frankfurt am Main  
Germany

## **DEALERS**

### **Citigroup Global Markets Limited**

Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB

### **Daiwa Capital Markets Europe Limited**

5 King William Street  
London EC4N 7AX

### **Goldman Sachs International**

Peterborough Court  
133 Fleet Street  
London EC4A 2BB

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