

IMPORTANT NOTICE

NOT FOR DISTRIBUTION TO ANY U.S. PERSON OR TO ANY PERSON IN THE UNITED STATES OR ADDRESS IN THE UNITED STATES.

IMPORTANT: You must read the following before continuing. The following applies to the Final Terms following this page, and you are therefore advised to read this carefully before reading, accessing or making any other use of the Final Terms. In accessing the Final Terms, you agree to be bound by the following terms and conditions, including any modifications to them any time you receive any information from us as a result of such access.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES THE SOLICITATION OF AN OFFER TO SELL OR AN OFFER TO PURCHASE SECURITIES OR AN OFFER OF SECURITIES FOR SALE IN THE UNITED STATES OR ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE CAPITAL SECURITIES WHICH ARE THE SUBJECT OF THE FINAL TERMS HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER JURISDICTION AND THE INVITATION IS NOT BEING MADE, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATIONS UNDER THE SECURITIES ACT).

THE FOLLOWING FINAL TERMS MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER, AND IN PARTICULAR, MAY NOT BE FORWARDED TO ANY U.S. PERSON OR TO ANY U.S. ADDRESS. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THE FINAL TERMS IN WHOLE OR IN PART IS UNAUTHORIZED.

FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

Confirmation of your Representation: The Final Terms was sent at your request and, by accepting the e-mail and accessing the Final Terms, you shall be deemed (in addition to the above) to have represented to DBS Group Holdings Ltd. (the “**Issuer**”), DBS Bank Ltd., Barclays Bank PLC, Singapore Branch and Deutsche Bank AG, Singapore Branch (the “**Dealer Managers**”) and Deutsche Bank AG, Singapore Branch (the “**Tender Agent**”) that (1) you are a holder or beneficial owner of the Existing Preference Shares, (2) you are not a U.S. person nor are you acting on behalf of a U.S. person, the electronic mail address that you gave us and to which this e-mail has been delivered is not located in the United States, (3) you are not a person to whom it is unlawful to send the attached Final Terms or to make an invitation under the Tender Offer under applicable laws and regulations and (4) you consent to delivery of the Final Terms and any amendments and supplements thereto by electronic transmission.

You are reminded that the Final Terms has been delivered to you on the basis that you are a person into whose possession the Final Terms may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorized to, deliver the Final Terms to any other person.

The Final Terms has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of the Issuer, the Dealer Managers or the Tender Agent or any person who controls such persons or any director, officer, employee or agent of any such person or affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the Final Terms distributed to you in electronic format and the hard copy version available to you on request from the Dealer Managers and/or the Tender Agent.

Your use of this e-mail is at your own risk and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

Final Terms dated November 26, 2013



DBS Group Holdings Ltd.

*(incorporated with limited liability under the laws of the Republic of Singapore)
(registered in Singapore under registration number 199901152M)*

S\$805,000,000 4.70 per cent. Non-Cumulative Non-Convertible Perpetual Capital Securities First Callable in 2019 issued in connection with the Tender Offer described in the Invitation Memorandum dated November 7, 2013

These Final Terms (the “**Final Terms**”) are issued solely to Holders whose offers for tender of Existing Preference Shares DBSH has accepted and are in respect of the S\$805,000,000 4.70 per cent. Non-Cumulative Non-Convertible Perpetual Capital Securities First Callable in 2019 (the “**Capital Securities**”) of DBS Group Holdings Ltd. (“**DBSH**” or the “**Issuer**”).

These Final Terms are supplemental to, and must be read in conjunction with, the Invitation Memorandum dated November 7, 2013 (the “Invitation Memorandum”) and all other documents that are deemed to be incorporated by reference therein. Save to the extent defined in these Final Terms, terms defined or otherwise attributed meanings in the Invitation Memorandum have the same meaning when used in these Final Terms. To the extent that the Invitation Memorandum is inconsistent with these Final Terms, the terms of these Final Terms shall prevail.

Application has been made for the listing of the Capital Securities on the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”). The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained herein. Admission of the Capital Securities to the Official List of the SGX-ST is not to be taken as indications of the merits of the Capital Securities, the DBSH, its subsidiaries and/or associated companies.

The Capital Securities will initially be represented by a Global Certificate which will be registered in the name of, and deposited with, The Central Depository (Pte) Limited (“**CDP**” or the “**Depository**”) on or about December 3, 2013.

The Capital Securities have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”) or with any securities regulatory authority of any state or other jurisdiction of the United States. Subject to certain exceptions, the Capital Securities may not be offered or sold within the United States or to U.S. persons (as defined in Regulation S under the Securities Act).

Lead Dealer Manager

DBS Bank Ltd.

Co-Dealer Managers

Barclays

Deutsche Bank

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SUMMARY OF THE CAPITAL SECURITIES

The following summary does not purport to be complete and is qualified in its entirety by reference to the full text and more detailed information contained in “Terms and Conditions of the Capital Securities”.

Issuer	DBS Group Holdings Ltd.
Description	S\$805,000,000 4.70 Per Cent. Non-Cumulative Non-Convertible Perpetual Capital Securities. The Capital Securities are first callable on June 3, 2019.
Issue Date	December 3, 2013.
Status of the Capital Securities	The Capital Securities constitute direct, unsecured and subordinated obligations of the Issuer and shall at all times rank <i>pari passu</i> and without any preference among themselves. The rights and claims of the Securityholders are subordinated in the manner described in the Conditions.

Subject to the insolvency laws of Singapore and other applicable laws, in the event of a Winding-Up of the Issuer (other than pursuant to a Permitted Reorganisation), the rights of the Securityholders to payment of principal and Distributions on the Capital Securities and any other obligations in respect of the Capital Securities are expressly subordinated and subject in right of payment to the prior payment in full of all claims of Senior Creditors (which includes holders of Tier II Capital Securities) and will rank senior to all Junior Obligations. The Capital Securities will rank *pari passu* with Parity Obligations.

“Additional Tier I Capital Securities” means (i) any security issued by the Issuer or (ii) any other similar obligation issued by any subsidiary of the Issuer that is guaranteed by the Issuer, that, in each case, constitutes Additional Tier I capital of (x) the Issuer, on an unconsolidated basis, or (y) the DBS Group, on a consolidated basis, pursuant to the relevant requirements set out in (I) (on the basis that the Issuer is subject to the application of MAS Notice 637) MAS Notice 637 or (II) any notice issued by the MAS in respect of Designated Financial Holding Companies that is analogous to MAS Notice 637.

“Designated Financial Holding Companies” shall have the meaning ascribed to it in the Financial Holding Companies Bill.

“Junior Obligation” means (i) any Share and (ii) any class of the Issuer’s share capital and any instrument or security (including without limitation any preference shares) issued, entered into or guaranteed by the Issuer which ranks or is expressed to rank, by its terms or by operation of law, junior to a Capital Security.

“Parity Obligation” means any security or other similar obligation issued, entered into or guaranteed by the Issuer that constitutes or could qualify as Additional Tier I Capital Securities.

“Permitted Reorganisation” means a solvent reconstruction, amalgamation, reorganisation, merger or consolidation whereby all or substantially all the business, undertaking and assets of the Issuer are transferred to a successor entity which assumes all the obligations of the Issuer under the Capital Securities.

“Senior Creditors” means creditors of the Issuer (including holders of any security or other similar obligation issued, entered into or guaranteed by the Issuer that constitutes Tier II Capital Securities) other than those whose claims are expressed to rank *pari passu* or junior to the claims of the Securityholders.

“Tier II Capital Securities” means (i) any security issued by the Issuer or (ii) any other similar obligation issued by any subsidiary of the Issuer that is guaranteed by the Issuer that, in each case, constitutes Tier II capital of (x) the Issuer, on an unconsolidated basis, or (y) the DBS Group, on a consolidated basis, pursuant to the relevant requirements set out in (I) (on the basis that the Issuer is subject to the application of MAS Notice 637) MAS Notice 637 or (II) any notice issued by MAS in respect of Designated Financial Holding Companies that is analogous to MAS Notice 637.

“Winding-Up” means a final and effective order or resolution for the bankruptcy, winding up, liquidation, receivership or similar proceedings in respect of the Issuer.

No Set-off

No Securityholder may exercise, claim or plead any right of set-off, deduction, withholding or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with, the Capital Securities, and each Securityholder shall, by virtue of his holding of any Capital Securities, be deemed to have waived all such rights of set-off, deduction, withholding or retention against the Issuer to the fullest extent permitted by law. If at any time any Securityholder receives payment or benefit of any sum in respect of the Capital Securities (including any benefit received pursuant to any such set-off, deduction, withholding or retention) other than in accordance with the Trust Deed, the payment of such sum or receipt of such benefit shall, to the fullest extent permitted by law, be deemed void for all purposes and such Securityholder, by virtue of his holding of any Capital Securities, shall, agree as a separate and independent obligation to immediately pay an amount equal to the amount of such sum or benefit so received to the Issuer (or, in the event of its winding-up or administration, the liquidator or, as appropriate, administrator of the Issuer) and, until such time as payment is made, shall hold such amount in trust for the Issuer (or the liquidator or, as appropriate, administrator of the Issuer) and accordingly any payment of such sum or receipt of such benefit shall be deemed not to have discharged any of the obligations under the Capital Securities.

Form and Denomination

The Capital Securities will be issued in registered form in the specified denomination of S\$250,000.

Distributions

Subject to, *inter alia*, **“Distribution Cancellation”**, **“No Obligation to Pay”** and **“Distributable Reserves”**, Capital Securities confer a right to receive Distributions from (and including) the Issue Date at the applicable Distribution Rate, payable semi-annually in arrear on June 3 and December 3 in each year.

Non-cumulative Distributions

If a Distribution is not paid in accordance with the Conditions, the Issuer is not under any obligation to pay that or any other Distributions that have not been paid. Such unpaid Distributions are non-cumulative and do not accrue interest.

Distribution Rate

The Distribution Rate applicable to the Capital Securities shall be:

- (i) in respect of the period from (and including) the Issue Date to (but excluding) the First Reset Date (being June 3, 2019), 4.70% per annum of the principal amount of the Capital Securities; and
- (ii) in respect of the period from (and including) a Reset Date to (but excluding) the immediately following Reset Date, the Relevant Reset Distribution Rate of the principal amount of the Capital Securities.

Distribution Cancellation

The Issuer may, at its sole discretion, elect to cancel any Distribution which is otherwise scheduled to be paid on a Distribution Payment Date by giving a Distribution Cancellation Notice to the Securityholders, the Trustee and the Agents. The Issuer shall have no obligation to pay any Distribution on any Distribution Payment Date if it validly elects not to do so in accordance with the Conditions and any failure to pay such Distribution shall not constitute an Enforcement Event.

No Obligation to Pay

Notwithstanding that a Distribution Cancellation Notice has not been given, the Issuer will not be obliged to pay, and will not pay, any Distribution on the relevant Distribution Payment Date (and such Distribution will not be considered to be due or payable) if:

- (i) the Issuer is prevented by applicable Singapore banking regulations or other requirements of the MAS from making payment in full of dividends or other distributions when due on Parity Obligations;
- (ii) the Issuer is unable to make such payment of the dividends or other distributions on Parity Obligations without causing a breach of the MAS' consolidated or unconsolidated capital adequacy requirements set out in (x) (on the basis that the Issuer is subject to the application of MAS Notice 637) MAS Notice 637 or (y) any notice issued by the MAS in respect of Designated Financial Holding Companies that is analogous to MAS Notice 637, from time to time applicable to the Issuer; or
- (iii) the aggregate of the amount of the Distribution (if paid in full), together with the sum of any other dividends and other distributions originally scheduled to be paid (whether or not paid in whole or part) during the Issuer's then-current fiscal year on the Capital Securities or Parity Obligations, would exceed the Distributable Reserves as of the Distribution Determination Date.

The Issuer shall have no obligation to pay any Distribution on any Distribution Payment Date if such non-payment is in accordance with the Conditions and any failure to pay such Distribution shall not constitute an Enforcement Event.

No Claim by Securityholders in respect of Distributions

No Securityholder shall have any claim in respect of any Distribution or part thereof cancelled and/or not due or payable as described under "**Distribution Cancellation**" or "**No Obligation to Pay**". Accordingly, such Distribution shall not accumulate for the benefit of the Securityholders or entitle the Securityholders to any claim in respect thereof against the Issuer.

Distributable Reserves

Any Distribution may only be paid out of Distributable Reserves.

Distribution Stopper

If, on any Distribution Payment Date, payment of Distributions scheduled to be made on such date is not made by reason of, *inter alia*, “**Distribution Cancellation**” and “**No Obligation to Pay**”, the Issuer shall not:

- (i) declare or pay any dividends or other distributions in respect of the Junior Obligations (or contribute any moneys to a sinking fund for the payment of any dividends or other distributions in respect of any such Junior Obligations);
- (ii) declare or pay, or permit any subsidiary of the Issuer to declare or pay, any dividends or other distributions in respect of Parity Obligations the terms of which provide that making payments of dividends or other distributions in respect thereof are fully at the discretion of the Issuer (or contribute any moneys to a sinking fund for the payment of any dividends or other distributions in respect of any such Parity Obligations); and
- (iii) redeem, reduce, cancel, buy-back or acquire any Parity Obligations or Junior Obligations or permit any subsidiary of the Issuer to redeem, reduce, cancel, buy-back or acquire any Parity Obligations or Junior Obligations (or contribute any moneys to a sinking fund for the redemption, capital reduction, buy-back or acquisition of any such Parity Obligations or Junior Obligations),

in each case, until (x) the next two scheduled Distributions have been paid in full (or an amount equivalent to the next two scheduled Distributions has been paid, or irrevocably set aside in a separately designated trust account for payment to the Securityholders); or (y) the Issuer is permitted to do so by an Extraordinary Resolution.

No default

The cancellation or non-payment of any Distribution in accordance with, *inter alia*, “**Distribution Cancellation**” or “**No Obligation to Pay**”, shall not constitute a default for any purpose on the part of the Issuer.

Loss Absorption

If a Trigger Event occurs, the Issuer shall, upon the issue of a Trigger Event Notice, irrevocably and without the need for the consent of the Trustee or the Securityholders, reduce the principal amount and cancel any accrued but unpaid Distribution of each Capital Security (in whole or in part) by an amount equal to the Trigger Event Write-off Amount per Capital Security. Once any principal or Distribution under a Capital Security has been Written-off, it will be extinguished and will not be restored in any circumstances, including where the relevant Trigger Event ceases to continue. No Securityholder may exercise, claim or plead any right to any Trigger Event Write-off Amount, and each Securityholder shall, by virtue of his holding of any Capital Securities, be deemed to have waived all such rights to such Trigger Event Write-off Amount.

The Capital Securities may be subject to one or more Write-offs in part (as the case may be), except where such Capital Securities has been Written-off in its entirety.

“Trigger Event” means the earlier of:

- (i) the MAS notifying the Issuer in writing that it is of the opinion that a Write-off is necessary, without which the Issuer or the DBS Group would become non-viable; and
- (ii) a decision by the MAS to make a public sector injection of capital, or equivalent support, without which the Issuer or the DBS Group would have become non-viable, as determined by the MAS;

“Trigger Event Notice” means the notice specifying that a Trigger Event has occurred, which shall be issued by the Issuer not more than two Business Days after the occurrence of a Trigger Event to the Securityholder, the Trustee and the Agents and which shall state with reasonable detail the nature of the relevant Trigger Event and specify the Trigger Event Write-off Amount per Capital Security to be Written-off; and

“Trigger Event Write-off Amount” means the amount to be Written-off as the Issuer determines is required to be Written-off for the Trigger Event to cease to continue. For the avoidance of doubt, the Write-off will be effected in full even in the event that the amount written-off is not sufficient for the Trigger Event to cease to continue.

Maturity Date

The Capital Securities are perpetual securities in respect of which there is no fixed redemption date.

Redemption at the Option of the Issuer

The Issuer may, on or after the First Reset Date (being June 3, 2019), redeem all, but not some only, of the Capital Securities at the Redemption Amount.

Redemption for Taxation Reasons

The Capital Securities may be redeemed at the option of the Issuer in whole, but not in part, at any time at the Redemption Amount, if a Tax Event has occurred or is continuing, 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 Capital Securities to be due.

“Tax Event” means that, as a result of any change in, or amendment to, the laws or regulations of Singapore or any political subdivision or any authority thereof or therein having power to tax (or any taxing authority of any tax jurisdiction in which the Issuer is a tax resident), or any change in the official application or interpretation of such laws or regulations, which change or amendment is announced and becomes effective on or after the Issue Date, the Issuer has or will become obliged to pay Additional Amounts and such obligation cannot be avoided by the Issuer taking reasonable measures available to it.

Redemption for Change of Qualification Event

The Capital Securities may be redeemed at the option of the Issuer in whole, but not in part, at any time at the Redemption Amount, if a Change of Qualification Event has occurred or is continuing.

“**Change of Qualification Event**” means as a result of a change to the relevant requirements issued by MAS in relation to:

- (i) the qualification of the Capital Securities as Additional Tier I Capital Securities; or
- (ii) the inclusion of the Capital Securities in the calculation of the capital adequacy ratio,

in each case, of (x) the Issuer, on an unconsolidated basis, or (y) the DBS Group, on a consolidated basis (“**Eligible Capital**”), which change or amendment:

- (A) becomes, or would become, effective on or after the Issue Date; or
- (B) in the case of a change to the relevant requirements issued by the MAS, if such change is issued by the MAS, on or after the Issue Date,

the Capital Securities (in whole or in part) would not qualify as Eligible Capital.

Redemption Amount

The principal amount of the Capital Securities, together with Distributions accrued but unpaid (if any) to (but excluding) the date fixed for redemption.

Redemption Conditions

Any redemption of Capital Securities by the Issuer is subject to the Issuer obtaining the prior approval of the MAS.

Purchase

The Issuer and its subsidiaries may at any time purchase the Capital Securities to the extent permitted by the MAS and/or (on the basis that the Issuer is subject to the application of MAS Notice 637) MAS Notice 637 and/or any notice issued by the MAS in respect of Designated Financial Holding Companies that is analogous to MAS Notice 637. No purchase of any Capital Securities by the Issuer shall be made without the prior approval of the MAS (for so long as the Issuer is required to obtain such approval).

Clearing System

The Capital Securities will be represented by beneficial interests in the Global Certificate, which will be registered in the name of CDP, and deposited on the Issue Date with the Depository. Beneficial interests in the Global Certificate will be shown on and transfers thereof will be effected only through records maintained by the Depository. Except as described herein, certificates for Capital Securities will not be issued in exchange for beneficial interests in the Global Certificate.

Taxation

All payments of principal and Distributions by or on behalf of the Issuer in respect of the Capital Securities shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Singapore or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.

Listing and Trading of the Capital Securities

Application has been made to the SGX-ST for the listing and quotation of the Capital Securities on the SGX-ST. The Capital Securities will be traded on the SGX-ST in a minimum board lot size of S\$250,000 for so long as the Capital Securities are listed on the SGX-ST.

Rating

The Capital Securities are rated “Baa1 (hyb)” by Moody’s and “BBB (EXP)” by Fitch.

A credit rating is not a recommendation to buy, sell or hold the Capital Securities, does not address the likelihood or timing of repayment of the Capital Securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation. Such ratings should be evaluated independently of any other rating of the Capital Securities, the Issuer’s other securities or the Issuer.

Trustee

DB International Trust (Singapore) Limited.

Principal Paying Agent, Registrar, Transfer Agent and Calculation Agent

Deutsche Bank AG, Singapore Branch.

Governing Law

The Capital Securities are governed by, and shall be construed in accordance with, Singapore law.

Capital Treatment of the Capital Securities

It is intended that the Capital Securities will qualify in full as Additional Tier I capital of the Issuer.

TERMS AND CONDITIONS OF THE CAPITAL SECURITIES

The following, subject to amendment and save for the paragraphs in italics, are the Terms and Conditions of the Capital Securities, substantially as they will appear on the reverse of each of the definitive certificates evidencing the Capital Securities:

The issue of the S\$805,000,000 4.70 per cent. non-cumulative non-convertible perpetual capital securities (the “**Capital Securities**”, which expression includes any further capital securities issued pursuant to Condition 17 and forming a single series therewith) was authorised by a resolution of the Board of Directors of DBS Group Holdings Ltd. (the “**Issuer**”) passed on October 31, 2013. The Capital Securities are constituted by a Trust Deed (the “**Trust Deed**”) dated December 3, 2013 (the “**Issue Date**”) between the Issuer and DB International Trust (Singapore) Limited (the “**Trustee**” which expression shall include all persons for the time being the trustee or trustees under the Trust Deed) as trustee for the holders (as defined below) of the Capital Securities. The Capital Securities are issued with the benefit of a Deed of Covenant (the “**Deed of Covenant**”) dated December 3, 2013 executed by the Issuer by way of a deed poll. These terms and conditions (the “**Conditions**”) include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the form of the Capital Securities. Copies of the Trust Deed, the Agency Agreement (the “**Agency Agreement**”) dated December 3, 2013 relating to the Capital Securities between the Issuer, the Trustee, the registrar (the “**Registrar**”), any transfer agents (each a “**Transfer Agent**”), the initial principal paying agent, the calculation agent named in it (the “**Calculation Agent**”) and any other agents named in it and the Deed of Covenant are available for inspection during usual business hours at the specified office of the Trustee (presently at One Raffles Quay, #17-00 South Tower, Singapore 048583) and at the specified offices of the principal paying agent for the time being (the “**Principal Paying Agent**”), the Registrar and any Transfer Agents. “**Agents**” means the Principal Paying Agent, the Registrar, the Transfer Agents, the Calculation Agent and any other agent or agents appointed from time to time with respect to the Capital Securities. The Securityholders (as defined below) are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and are deemed to have notice of those applicable to them in the Agency Agreement.

All capitalised terms that are not defined in the Conditions will have the meanings given to them in the Trust Deed.

1 Form, Specified Denomination and Title

The Capital Securities are issued in the specified denomination of S\$250,000.

The Capital Securities are represented by registered certificates (“**Certificates**”) and, save as provided in Condition 2(a), each Certificate shall represent the entire holding of Securities by the same holder.

Title to the Capital Securities 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 of any Capital Security shall be deemed to be and may be treated as its absolute owner for all purposes whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on the Certificate representing it or the theft or loss of such Certificate and no person shall be liable for so treating the holder.

In these Conditions, “**Securityholder**” and “**holder**” means the person in whose name a Capital Security is registered.

2 Transfers of Capital Securities

- (a) **Transfer:** A holding of Capital Securities may, subject to Condition 2(d), be transferred in whole or in part upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Certificate(s) representing such Capital Securities to be transferred, together with the form of transfer endorsed on such Certificate(s) (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 Capital Securities 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. In the case of a transfer of Capital Securities to a person who is already a holder of Capital Securities, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding. All transfers of Capital Securities and entries on the Register will be made in accordance with the detailed regulations concerning transfers of Capital Securities scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Registrar and the Trustee. A copy of the current regulations will be made available by the Registrar to any Securityholder upon request.
- (b) **Delivery of New Certificates:** Each new Certificate to be issued pursuant to Condition 2(a) shall be available for delivery within five business days of receipt of a duly completed form of transfer and surrender of the existing Certificate(s). 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 or Certificate shall have been made or, at the option of the Securityholder making such delivery or surrender as aforesaid and as specified in the relevant form of transfer or otherwise in writing, be mailed by uninsured post at the risk of the Securityholder 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 Transfer Agent or the Registrar (as the case may be) the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 2(b), “**business day**” means a day (other than a Saturday or Sunday) on which commercial 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).

For so long as any of the Capital Securities is represented by the Global Certificate and the Global Certificate is registered in the name of The Central Depository (Pte) Limited (“CDP”), each person who is for the time being shown in the records of CDP as the holder of a particular principal amount of such Capital Securities (in which regard any certificate or other document issued by CDP as to the principal amount of such Capital Securities standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Principal Paying Agent, the Registrar, the Calculation Agent, the Transfer Agents and the Trustee as the holder of such principal amount of Capital Securities other than with respect to the payment of principal and Distributions (as defined below) and any other amounts in respect of the Capital Securities, for which purpose the registered holder of the Global Certificate shall be treated by the Issuer, the Principal Paying Agent, the Registrar, the Calculation Agent, the Transfer Agents and the Trustee as the holder of such Capital Securities in accordance with and subject to the terms of the Global Certificate (and the expressions “Securityholder” and “holder” and related expressions shall be construed accordingly). Capital Securities which are represented by the Global Certificate will be transferable only in accordance with the rules and procedures for the time being of CDP. As used in these Conditions, “Global Certificate” means a Certificate representing the Capital Securities that are registered in the name of CDP and/or any other clearing system.

- (c) **Transfer or Exercise Free of Charge:** Certificates, on transfer or exercise of an option, shall be issued and registered without charge by or on behalf of the Issuer, the Registrar or any Transfer Agent, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require).
- (d) **Closed Periods:** No Securityholder may require the transfer of a Capital Security to be registered (i) during the period of 15 days ending on (and including) the due date for redemption of that Capital Security, (ii) during the period of 15 days prior to (and including) any date on which Capital Securities may be called for redemption by the Issuer at its option pursuant to Condition 7(c), (iii) after any such Capital Security has been called for redemption, or (iv) during the period of 15 days ending on (and including) any date on which payment is due.

3 Status

- (a) **Status:** The Capital Securities constitute direct, unsecured and subordinated obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The rights and claims of the Securityholders are subordinated in the manner described in Condition 3(b).
- (b) **Subordination:** Subject to the insolvency laws of Singapore and other applicable laws, in the event of a Winding-Up (as defined below) of the Issuer (other than pursuant to a Permitted Reorganisation (as defined below)), the rights of the Securityholders to payment of principal and Distributions on the Capital Securities and any other obligations in respect of the Capital Securities are expressly subordinated and subject in right of payment to the prior payment in full of all claims of Senior Creditors (which includes holders of Tier II Capital Securities) and will rank senior to all Junior Obligations. The Capital Securities will rank *pari passu* with Parity Obligations. In the event that (i) the Securityholders do not receive payment in full of principal due and payable in respect of the Capital Securities plus Distributions thereon accrued to the date of repayment in any Winding-Up of the Issuer and (ii) the winding-up order or resolution passed for the Winding-Up of the Issuer or the dissolution of the Issuer is subsequently stayed, discharged, rescinded, avoided, annulled or otherwise rendered inoperative, then to the extent that such Securityholder did not receive payment in full of such principal of and Distributions on the Capital Securities, such unpaid amount shall remain payable in full; provided that payment of such unpaid amount shall be subject to the provisions under this Condition 3 and Condition 14, and Clause 2 and Clause 6 of the Trust Deed.

The subordination provisions set out in this Condition 3(b) are effective only upon the occurrence of a Winding-Up of the Issuer. In the event that a Trigger Event (as defined below) occurs the rights of Securityholders shall be subject to Condition 6. This may not result in the same outcome for Securityholders as would otherwise occur under this Condition 3(b) upon the occurrence of a Winding-Up of the Issuer.

On a dissolution or Winding-Up of the Issuer, there may be no surplus assets available to meet the claims of the Securityholders after the claims of the parties ranking senior to the Securityholders (as provided in this Condition 3 and Clause 2 of the Trust Deed) have been satisfied.

For the purposes of these Conditions:

“Additional Tier I Capital Securities” means (i) any security issued by the Issuer or (ii) any other similar obligation issued by any subsidiary of the Issuer that is guaranteed by the Issuer, that, in each case, constitutes Additional Tier I capital of (x) the Issuer, on an unconsolidated basis, or (y) the DBS Group, on a consolidated basis, pursuant to the relevant requirements set out in (I) (on the basis that the Issuer is subject to the application of MAS Notice 637) MAS Notice 637 or (II) any notice issued by the MAS in respect of Designated Financial Holding Companies that is analogous to MAS Notice 637;

“Designated Financial Holding Companies” shall have the meaning ascribed to it in the Financial Holding Companies Bill; **“DBS Group”** means the Issuer and its subsidiaries;

“Junior Obligation” means (i) any Share and (ii) any class of the Issuer’s share capital and any instrument or security (including without limitation any preference shares) issued, entered into or guaranteed by the Issuer which ranks or is expressed to rank, by its terms or by operation of law, junior to a Capital Security;

“MAS” means Monetary Authority of Singapore or such other governmental authority having primary bank supervisory authority with respect to the Issuer;

“MAS Notice 637” means MAS 637 — “Notice on Risk Based Capital Adequacy Requirements for Banks Incorporated in Singapore” issued by the MAS, as amended, replaced or supplemented from time to time;

“Parity Obligation” means any security or other similar obligation issued, entered into or guaranteed by the Issuer that constitutes or could qualify as Additional Tier I Capital Securities;

“Permitted Reorganisation” means a solvent reconstruction, amalgamation, reorganisation, merger or consolidation whereby all or substantially all the business, undertaking and assets of the Issuer are transferred to a successor entity which assumes all the obligations of the Issuer under the Capital Securities;

“Senior Creditors” means creditors of the Issuer (including holders of any security or other similar obligation issued, entered into or guaranteed by the Issuer that constitutes Tier II Capital Securities) other than those whose claims are expressed to rank *pari passu* or junior to the claims of the Securityholders;

“Shares” means the ordinary shares of the Issuer;

“Tier II Capital Securities” means (i) any security issued by the Issuer or (ii) any other similar obligation issued by any subsidiary of the Issuer that is guaranteed by the Issuer that, in each case, constitutes Tier II capital of (x) the Issuer, on an unconsolidated basis, or (y) the DBS Group, on a consolidated basis, pursuant to the relevant requirements set out in (I) (on the basis that the Issuer is subject to the application of MAS Notice 637) MAS Notice 637 or (II) any notice issued by MAS in respect of Designated Financial Holding Companies that is analogous to MAS Notice 637; and

“Winding-Up” means a final and effective order or resolution for the bankruptcy, winding up, liquidation, receivership or similar proceedings in respect of the Issuer.

- (c) **No set-off:** No Securityholder may exercise, claim or plead any right of set-off, deduction, withholding or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with, the Capital Securities, and each Securityholder shall, by virtue of his holding of any Capital Securities, be deemed to have waived all such rights of set-off, deduction, withholding or retention against the Issuer to the fullest extent permitted by law. If at any time any Securityholder receives payment or benefit of any sum in respect of the Capital Securities (including any benefit received pursuant to any such set-off, deduction, withholding or retention) other than in accordance with the Trust Deed, the payment of such sum or receipt of such benefit shall, to the fullest extent permitted by law, be deemed void for all purposes and such Securityholder, by virtue of his holding of any Capital Securities, shall agree as a separate and independent obligation to immediately pay an amount equal to the amount of such sum or benefit so received to the Issuer (or, in the event of its winding-up or administration, the liquidator or, as appropriate, administrator of the Issuer) and, until such time as payment is made, shall hold such amount in trust for the Issuer (or the liquidator or, as appropriate, administrator of the Issuer) and accordingly any payment of such sum or receipt of such benefit shall be deemed not to have discharged any of the obligations under the Capital Securities.

4 Distribution

- (a) **Accrual of Distribution:** Subject to Condition 5, the Capital Securities confer a right to receive distributions (each a “**Distribution**”) from (and including) the Issue Date at the applicable Distribution Rate, payable semi-annually in arrear on June 3 and December 3 in each year (each a “**Distribution Payment Date**”). Unless otherwise provided in these Conditions, each Capital Security will cease to confer the right to receive any Distribution from the due date for redemption unless, upon surrender of the Certificate representing such Capital Security, payment of principal is improperly withheld or refused. In such event Distribution shall continue to accrue at such rate (both before and after judgment) until whichever is the earlier of (a) the day on which all sums due in respect of such Capital Security up to that day are received by or on behalf of the relevant holder, and (b) the day seven days after the Trustee or the Principal Paying Agent has notified Securityholders of receipt of all sums due in respect of all the Capital Securities up to that seventh day (except to the extent that there is failure in the subsequent payment to the relevant holders under these Conditions).

If Distribution is required to be calculated for a period of less than one year, the relevant day-count fraction used will be the number of days in the relevant period, from (and including) the date from which Distributions begin to accrue to (but excluding) the date on which it falls due, divided by 365.

No Securityholder shall have any claim in respect of any Distribution or part thereof cancelled and/or not due or payable pursuant to Condition 5(a) or Condition 5(c) below. Accordingly, such Distribution shall not accumulate for the benefit of the Securityholders or entitle the Securityholders to any claim in respect thereof against the Issuer.

For so long as any of the Capital Securities is represented by the Global Certificate and the Global Certificate is held by CDP, the Distributions payable on such Capital Securities will be determined based on the aggregate holdings of Capital Securities of each person who is for the time being shown in the records of CDP as the holder of a particular principal amount of such Capital Securities.

- (b) **Rate of Distribution:** The rate of distribution (the “**Distribution Rate**”) applicable to the Capital Securities shall be:
- (i) in respect of the period from (and including) the Issue Date to (but excluding) June 3, 2019 (the “**First Reset Date**”), 4.70 per cent. per annum of the principal amount of the Capital Securities; and
 - (ii) in respect of the period from (and including) a Reset Date to (but excluding) the immediately following Reset Date, the Relevant Reset Distribution Rate of the principal amount of the Capital Securities.

For the purposes of these Conditions:

“**business day**” means (except for the purpose of Condition 2(b)) a day (other than a Saturday or a Sunday) on which commercial banks are open for business in Singapore;

“**Initial Spread**” means 3.061 per cent.;

“**Reference Banks**” means the principal Singapore office of three major banks in the Singapore interbank market, selected by the Calculation Agent;

“**Relevant Reset Distribution Rate**” means a fixed rate per annum equal to the Swap Offer Rate with respect to the relevant Reset Date plus the Initial Spread;

“**Reset Date**” means the First Reset Date and each date falling every five years after the First Reset Date; and

“Swap Offer Rate” means the rate in per cent. per annum determined and notified by the Calculation Agent to the Issuer and the Securityholders (in accordance with Condition 16):

- (i) equal to the prevailing 5-year Singapore Dollar Swap Offer Rate published by a recognised industry body or a relevant authority at or about the time prescribed by the recognised industry body or the relevant authority on the second business day preceding the relevant Reset Date (the **“Reset Determination Date”**);
 - (ii) if on the Reset Determination Date, there is no 5-year Singapore Dollar Swap Offer Rate published by the recognised industry body or relevant authority, the Calculation Agent will determine the Swap Offer Rate which shall be to the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) of the rates (excluding the highest and the lowest rates) which appear on Page TPIS on the monitor of the Bloomberg Agency under the caption “Tullett Prebon – Rates – Interest Rate Swaps – Asia Pac – SGD” and the column headed “Ask” (or if the Calculation Agent determines that such page has ceased to be the commonly accepted page for determining the Swap Offer Rate, such other replacement page as may be specified by the Calculation Agent after taking into account the industry practice at that relevant time and the recommendations by the recognised industry body or relevant authority) at the close of business on each of the five consecutive business days prior to and ending on the Reset Determination Date;
 - (iii) if on the Reset Determination Date, rates are not available on Page TPIS on the monitor of the Bloomberg Agency under the caption “Tullett Prebon – Rates – Interest Rate Swaps – Asia Pac – SGD” and the column headed “Ask” (or if the Calculation Agent determines that such page has ceased to be the commonly accepted page for determining the Swap Offer Rate, such other replacement page as may be specified by the Calculation Agent after taking into account the industry practice at that relevant time and the recommendations by the recognised industry body or relevant authority) at the close of business on one or more of the said five consecutive business days, the Calculation Agent will determine the Swap Offer Rate which shall be the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) of the rates which are available in such five-consecutive-business-day period; and
 - (iv) if on the Reset Determination Date, no rate is available on Page TPIS on the monitor of the Bloomberg Agency under the caption “Tullett Prebon – Rates – Interest Rate Swaps – Asia Pac – SGD” and the column headed “Ask” (or if the Calculation Agent determines that such page has ceased to be the commonly accepted page for determining the Swap Offer Rate, such other replacement page as may be specified by the Calculation Agent after taking into account the industry practice at that relevant time and the recommendations by the recognised industry body or relevant authority) at the close of business in the relevant period, the Calculation Agent will request the Reference Banks to provide the Calculation Agent with quotation(s) of their 5-year Singapore Dollar Swap Offer Rate at the close of business on the Reset Determination Date. The Swap Offer Rate shall be the arithmetic mean (rounded up, if necessary, to the nearest 1/16 per cent.) of such offered quotations, as determined by the Calculation Agent.
- (c) **Calculation of Relevant Reset Distribution Rate:** The Calculation Agent will, on the second business day prior to each Reset Date, calculate the applicable Relevant Reset Distribution Rate payable in respect of each Capital Security. The Calculation Agent will cause the applicable Relevant Reset Distribution Rate determined by it to be promptly notified to the Principal Paying Agent. Notice thereof shall also promptly be given by the Calculation Agent to the Issuer, the Trustee and the Registrar. All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 4 by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Principal Paying Agent and the Securityholders and (subject as aforesaid) no liability to any such person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

- (d) **Publication of Relevant Reset Distribution Rate:** The Issuer shall cause notice of the then applicable Relevant Reset Distribution Rate to be promptly notified to the Securityholders in accordance with Condition 16 after determination thereof.
- (e) **Determination or Calculation by Trustee:** If the Calculation Agent does not at any time for any reason so determine the applicable Relevant Reset Distribution Rate, the Issuer shall immediately notify the Trustee and the Principal Paying Agent of this failure and promptly appoint an alternative Calculation Agent. If the Issuer fails to so appoint, the Trustee shall, on behalf of the Issuer and at the Issuer's expense, use reasonable endeavours to (i) so determine or calculate or (ii) procure that a financial institution does so (and in this regard the Issuer shall provide such assistance to the Trustee as the Trustee may require), provided at all times that under no circumstances shall the Trustee be liable or responsible for any failure to act whether on its part or on the part of the Issuer or such financial institution. In doing so, the Trustee or, as the case may be, such financial institution shall apply the foregoing provisions of this Condition, with any necessary consequential amendments, to the extent that, in its opinion, it can do so, and, in all other respects, it shall do so in such manner as it shall deem fair and reasonable in all the circumstances.

5 Distribution Restrictions

- (a) **Distribution Cancellation:** The Issuer may, at its sole discretion, elect to cancel any Distribution which is otherwise scheduled to be paid on a Distribution Payment Date by giving notice (such notice, a "**Distribution Cancellation Notice**") of such election to the Securityholders in accordance with Condition 16, the Trustee and the Agents at least 10 business days prior to the relevant Distribution Payment Date. The Issuer shall have no obligation to pay any Distribution on any Distribution Payment Date if it validly elects not to do so in accordance with this Condition 5(a) and any failure to pay such Distribution shall not constitute an Enforcement Event.
- (b) **Non-Cumulative Distribution:** If a Distribution is not paid in accordance with Condition 5(a), the Issuer is not under any obligation to pay that or any other Distributions that have not been paid. Such unpaid Distributions are non-cumulative and do not accrue interest. There is no limit on the number of times or the extent of the amount with respect to which the Issuer can elect not to pay Distributions pursuant to this Condition 5.
- (c) **No Obligation to Pay:** Notwithstanding that a Distribution Cancellation Notice has not been given, the Issuer will not be obliged to pay, and will not pay, any Distribution on the relevant Distribution Payment Date (and such Distribution will not be considered to be due or payable) if:
 - (i) the Issuer is prevented by applicable Singapore banking regulations or other requirements of the MAS from making payment in full of dividends or other distributions when due on Parity Obligations;
 - (ii) the Issuer is unable to make such payment of dividends or other distributions on Parity Obligations without causing a breach of the MAS' consolidated or unconsolidated capital adequacy requirements set out in (x) (on the basis that the Issuer is subject to the application of MAS Notice 637) MAS Notice 637 or (y) any notice issued by the MAS in respect of Designated Financial Holding Companies that is analogous to MAS Notice 637, from time to time applicable to the Issuer; or
 - (iii) the aggregate of the amount of the Distribution (if paid in full), together with the sum of any other dividends and other distributions originally scheduled to be paid (whether or not paid in whole or part) during the Issuer's then-current fiscal year on the Capital Securities or Parity Obligations, would exceed the Distributable Reserves as of the Distribution Determination Date.

The Issuer shall have no obligation to pay any Distribution on any Distribution Payment Date if such non-payment is in accordance with this Condition 5(c) and any failure to pay such Distribution shall not constitute an Enforcement Event.

For the purpose of these Conditions:

“Distributable Reserves” means, at any time, the amounts for the time being available to the Issuer for distribution as a dividend in compliance with Section 403 of the Companies Act, Chapter 50 of Singapore, as amended or modified from time to time (**“Available Amounts”**) as of the date of the Issuer’s latest audited balance sheet; provided that if the Issuer reasonably believes that the Available Amounts as of any Distribution Determination Date are lower than the Available Amounts as of the date of the Issuer’s latest audited balance sheet and are insufficient to pay the Distributions and for payments on Parity Obligations on the relevant Distribution Payment Date, then an authorised signatory of the Issuer will be required to provide a certificate, on or prior to such Distribution Determination Date, to the Securityholders accompanied by a certificate of the Issuer’s auditors for the time being of the Available Amounts as of such Distribution Determination Date (which certificate of the authorised signatory will be binding absent manifest error) and **“Distributable Reserves”** as of such Distribution Determination Date for the purposes of such Distribution will mean the Available Amounts as set forth in such certificate.

“Distribution Determination Date” means, with respect to any Distribution Payment Date, the day falling two business days prior to that Distribution Payment Date.

- (d) **Distributable Reserves:** Any Distribution may only be paid out of Distributable Reserves.
- (e) **Distribution Stopper:** If, on any Distribution Payment Date, payment of Distributions scheduled to be made on such date is not made by reason of this Condition 5, the Issuer shall not:
 - (i) declare or pay any dividends or other distributions in respect of the Junior Obligations (or contribute any moneys to a sinking fund for the payment of any dividends or other distributions in respect of any such Junior Obligations);
 - (ii) declare or pay, or permit any subsidiary of the Issuer to declare or pay, any dividends or other distributions in respect of Parity Obligations the terms of which provide that making payments of dividends or other distributions in respect thereof are fully at the discretion of the Issuer (or contribute any moneys to a sinking fund for the payment of any dividends or other distributions in respect of any such Parity Obligations); and
 - (iii) redeem, reduce, cancel, buy-back or acquire any Parity Obligations or Junior Obligations or permit any subsidiary of the Issuer to redeem, reduce, cancel, buy-back or acquire any Parity Obligations or Junior Obligations (or contribute any moneys to a sinking fund for the redemption, capital reduction, buy-back or acquisition of any such Parity Obligations or Junior Obligations), in each case, until (x) the next two scheduled Distributions have been paid in full (or an amount equivalent to the next two scheduled Distributions has been paid, or irrevocably set aside in a separately designated trust account for payment to the Securityholders); or (y) the Issuer is permitted to do so by an Extraordinary Resolution.
- (f) **No default:** Notwithstanding any other provision in these Conditions, the cancellation or non-payment of any Distribution in accordance with this Condition 5 shall not constitute a default for any purpose (including, without limitation, pursuant to Condition 10) on the part of the Issuer.

6. Loss Absorption upon a Trigger Event

- (a) **Write-off on a Trigger Event**
 - (i) If a Trigger Event occurs, the Issuer shall, upon the issue of a Trigger Event Notice, irrevocably and without the need for the consent of the Trustee or the Securityholders, reduce the principal amount and cancel any accrued but unpaid Distribution of each Capital Security (in whole or in part) by an amount equal to the Trigger Event Write-off Amount per Capital Security (a **“Write-off”**, and **“Written-off”** shall be construed

accordingly). Once any principal or Distribution under a Capital Security has been Written-off, it will be extinguished and will not be restored in any circumstances, including where the relevant Trigger Event ceases to continue. No Securityholder may exercise, claim or plead any right to any Trigger Event Write-off Amount, and each Securityholder shall, by virtue of his holding of any Capital Securities, be deemed to have waived all such rights to such Trigger Event Write-off Amount.

- (ii) Any reference in these Conditions to principal in respect of the Capital Securities shall refer to the principal amount of the Capital Securities reduced by any applicable Write-off(s).

(b) **Multiple Trigger Events and Write-offs in part:**

- (i) Where only part of the principal or Distribution of the Capital Securities is to be Written-off, the Issuer shall use reasonable endeavours to conduct any Write-off such that:
 - (A) Securityholders are treated ratably and equally; and
 - (B) the Write-off is conducted on a pro rata and proportionate basis with all other Additional Tier I Capital Securities of the Issuer, to the extent that such Additional Tier I Capital Securities are capable of being converted or written-down under any applicable laws and/or their terms of issue under circumstances analogous in these Conditions.

A write-off of any Common Equity Tier I Capital shall not be required before a Write-off of any Capital Securities can be effected in accordance with these Conditions.

- (ii) The Capital Securities may be subject to one or more Write-offs in part (as the case may be), except where such Capital Securities has been Written-off in its entirety.

For the purposes of these Conditions:

“Common Equity Tier I Capital” means:

- (i) any security issued by the Issuer; or
- (ii) any other similar obligation issued by any subsidiary of the Issuer;

that, in each case, constitutes Common Equity Tier I Capital of (x) the Issuer on an unconsolidated basis, or (y) the DBS Group, on a consolidated basis, pursuant to the relevant requirements set out in (I) (on the basis that the Issuer is subject to the application of MAS Notice 637) MAS Notice 637 or (II) any notice issued by the MAS in respect of Designated Financial Holding Companies that is analogous to MAS Notice 637;

“Trigger Event” means the earlier of:

- (i) the MAS notifying the Issuer in writing that it is of the opinion that a Write-off is necessary, without which the Issuer or the DBS Group would become non-viable; and
- (ii) a decision by the MAS to make a public sector injection of capital, or equivalent support, without which the Issuer or the DBS Group would have become non-viable, as determined by the MAS;

Trigger Event Notice means the notice specifying that a Trigger Event has occurred, which shall be issued by the Issuer not more than two Business Days after the occurrence of a Trigger Event to the Securityholders in accordance with Condition 16, the Trustee and the Agents and which shall state with reasonable detail the nature of the relevant Trigger Event and specify the Trigger Event Write-off Amount per Capital Security to be Written-off; and

“Trigger Event Write-off Amount” means the amount to be Written-off as the Issuer determines is required to be Written-off for the Trigger Event to cease to continue. For the avoidance of doubt, the Write-off will be effected in full even in the event that the amount written-off is not sufficient for the Trigger Event to cease to continue.

7 Redemption and Purchase

- (a) **No Fixed Redemption Date:** The Capital Securities are perpetual securities in respect of which there is no fixed redemption date. The Capital Securities may not be redeemed at the option of the Issuer other than in accordance with this Condition.
- (b) **Redemption for Taxation Reasons:** Subject to Condition 7(e), the Capital Securities may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 but not more than 60 days’ notice to the Securityholders and the Trustee (which notice shall be irrevocable), at the Redemption Amount, if a Tax Event has occurred or is continuing, 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 (as defined in Condition 9) were a payment in respect of the Capital Securities to be due.

Prior to the issue of any notice of redemption pursuant to this Condition 7(b), the Issuer shall deliver to the Trustee a certificate signed by an authorised signatory 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 advisers of recognised standing to the effect that a Tax Event has occurred, and the Trustee shall be entitled to accept such certificate and opinion as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Securityholders.

For the purposes of these Conditions:

“Redemption Amount” means the principal amount of the Capital Securities, together with, subject to Condition 5, Distributions accrued but unpaid (if any) to (but excluding) the date fixed for redemption.

“Tax Event” means that, as a result of any change in, or amendment to, the laws or regulations of Singapore or any political subdivision or any authority thereof or therein having power to tax (or any taxing authority of any tax jurisdiction in which the Issuer is a tax resident), or any change in the official application or interpretation of such laws or regulations, which change or amendment is announced and becomes effective on or after the Issue Date, the Issuer has or will become obliged to pay Additional Amounts (as described in Condition 9), and such obligation cannot be avoided by the Issuer taking reasonable measures available to it.

- (c) **Redemption at the Option of the Issuer:** Subject to Condition 7(e), the Issuer may, on or after the First Reset Date, on giving not less than 30 but not more than 60 days’ irrevocable notice to the Securityholders and the Trustee, redeem all, but not some only, of the Capital Securities at the Redemption Amount.
- (d) **Redemption for Change of Qualification Event:** Subject to Condition 7(e), the Capital Securities may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 but not more than 60 days’ notice to the Securityholders and the Trustee (which notice shall be irrevocable), at the Redemption Amount, if a Change of Qualification Event has occurred or is continuing. Prior to the issue of any notice of redemption pursuant to this Condition 7(d), the Issuer shall deliver to the Trustee a certificate signed by an authorised signatory of the Issuer stating that the Issuer is entitled to effect

such redemption and an opinion of independent legal advisers of recognised standing to the effect that a Change of Qualification Event has occurred, and the Trustee shall be entitled to accept such certificate and opinion as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Securityholders.

For the purposes of these Conditions:

“Change of Qualification Event” means as a result of a change to the relevant requirements issued by MAS in relation to:

- (i) the qualification of the Capital Securities as Additional Tier I Capital Securities; or
- (ii) the inclusion of the Capital Securities in the calculation of the capital adequacy ratio,

in each case, of (x) the Issuer, on an unconsolidated basis, or (y) the DBS Group, on a consolidated basis (**“Eligible Capital”**), which change or amendment:

- (A) becomes, or would become, effective on or after the Issue Date; or
- (B) in the case of a change to the relevant requirements issued by the MAS, if such change is issued by the MAS, on or after the Issue Date,

the Capital Securities (in whole or in part) would not qualify as Eligible Capital.

- (e) **Redemption Conditions:** Without prejudice to any provisions in this Condition 7, any redemption of Capital Securities by the Issuer is subject to the Issuer obtaining the prior approval of the MAS.
- (f) **Purchase:** The Issuer and its subsidiaries may at any time purchase the Capital Securities to the extent permitted by the MAS and/or (on the basis that the Issuer is subject to the application of MAS Notice 637) MAS Notice 637 and/or any notice issued by the MAS in respect of Designated Financial Holding Companies that is analogous to MAS Notice 637. No purchase of any Capital Securities by the Issuer shall be made without the prior approval of the MAS (for so long as the Issuer is required to obtain such approval). The Capital Securities so purchased, while held by or on behalf of the Issuer or any such subsidiary, shall not entitle the holder to vote at any meetings of the Securityholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Securityholders or for the purposes of Condition 13(a).

8 Payments

(a) Method of Payment:

- (i) Payments of principal shall be made (subject to surrender of the relevant Certificates at the specified office of any Transfer Agent or of the Registrar if no further payment falls to be made in respect of the Capital Securities represented by such Certificates) in the manner provided in paragraph (ii) below.
- (ii) Distributions on each Capital Security shall be paid to the person shown on the Register at the close of business on the fifth business day before the due date for payment thereof (the **“Record Date”**). Payments of Distributions on each Capital Security shall be made in the relevant currency by cheque drawn on a bank and mailed to the Securityholder (or to the first named of joint Securityholders) of such Capital Security at its address appearing in the Register. Upon application by the Securityholder to the specified office of the Registrar or any Transfer Agent before the Record Date, such payment of Distributions may be made by transfer to an account in the relevant currency maintained by the payee with a bank.

- (iii) If the amount of principal being paid upon surrender of the relevant Certificate is less than the outstanding principal amount of such Certificate, the Registrar will annotate the Register with the amount of principal so paid and will (if so requested by the Issuer or a Securityholder) issue a new Certificate with a principal amount equal to the remaining unpaid outstanding principal amount. If the amount of Distributions being paid is less than the amount then due, the Registrar will annotate the Register with the amount of Distributions so paid.
- (b) **Payments subject to Fiscal Laws:** All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment without prejudice to the provisions of Condition 9. No commission or expenses shall be charged to the Securityholders in respect of such payments.
- (c) **Payment Initiation:** Where payment is to be made by transfer to an account in the relevant currency, payment instructions (for value the due date, or if that is not a business day, for value the first following day which is a business day) will be initiated, and, where payment is to be made by cheque, the cheque will be mailed on the last day on which the Principal Paying Agent is open for business preceding the due date for payment or, in the case of payments of principal where the relevant Certificate has not been surrendered at the specified office of any Transfer Agent or of the Registrar, on a day on which the Principal Paying Agent is open for business and on which the relevant Certificate is surrendered.
- (d) **Appointment of Agents:** The Principal Paying Agent, the Registrar, the Transfer Agents and the Calculation Agent initially appointed by the Issuer and their respective specified offices are listed below. The Principal Paying Agent, the Registrar, the Transfer Agents 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 Securityholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Principal Paying Agent, the Registrar, any Transfer Agent or the Calculation Agent and to appoint additional or other Transfer Agents in accordance with the terms of the Agency Agreement, provided that the Issuer shall at all times maintain (i) a Principal Paying Agent, (ii) a Registrar, (iii) a Transfer Agent, (iv) a Calculation Agent and (v) such other agents as may be required by any other stock exchange on which the Capital Securities may be listed, in each case, as approved by the Trustee.

Notice of any such change or any change of any specified office shall promptly be given by the Issuer to the Securityholders.

- (e) **Delay in Payment:** Securityholders will not be entitled to any interest or other payment for any delay after the due date in receiving the amount due on a Security if the due date is not a business day, if the Securityholder is late in surrendering or cannot surrender its Certificate (if required to do so) or if a cheque mailed in accordance with Condition 8(a)(ii) arrives after the due date for payment.
- (f) **Non-Business Days:** If any date for payment in respect of any Capital Security is not a business day, the Securityholder 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.

9 Taxation

All payments of principal and Distributions by or on behalf of the Issuer in respect of the Capital Securities shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Singapore or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts (the “**Additional Amounts**”) as shall result in receipt by the Securityholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such Additional Amounts shall be payable with respect to any Capital Security:

- (a) **Other connection:** to, or to a third party on behalf of, a Securityholder who is (i) treated as a resident of Singapore or as having a permanent establishment in Singapore for tax purposes or (ii) liable to such taxes, duties, assessments or governmental charges in respect of such Capital Security by reason of his having some connection with Singapore other than the mere holding of the Capital Security; or
- (b) **Lawful avoidance of withholding:** to, or to a third party on behalf of, a Securityholder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of residence or non-residence or claim for exemption whether to any tax authority in the place where the relevant Certificate representing the Capital Security is presented for payment or to any other party; or
- (c) **Surrender more than 30 days after the Relevant Date:** in respect of which the Certificate representing the Capital Security is presented for payment more than 30 days after the Relevant Date except to the extent that the Securityholder would have been entitled to such Additional Amounts on presenting it for payment on or before the thirtieth day; or
- (d) **Payment to individuals:** where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive.

As used in these Conditions, “**Relevant Date**” in respect of any Capital Security means the date on which payment in respect of it 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 seven days after that on which notice is duly given to the Securityholders that, upon further presentation of the Capital Security (or relative Certificate) being made in accordance with these Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

10 Enforcement Events

- (a) **Non-payment when due:** Notwithstanding any of the provisions below in this Condition 10, the right to institute Winding-Up proceedings is limited to circumstances where payment under the Capital Securities has become due. In the case of any Distribution, such payment will not be due if the Issuer has elected to cancel, or is not required to make, that payment pursuant to Condition 5, provided that nothing in this Condition 10, including any restriction on commencing proceedings, shall in any way restrict or limit any rights of the Trustee or any of its directors, officers, employees or agents to claim from or to otherwise take any action against the Issuer in respect of any costs, charges, fees, expenses or liabilities incurred by such party pursuant to or in connection with the Trust Deed or the Capital Securities.
- (b) **Enforcement Events:** If any of the following events (“**Enforcement Events**”) occurs, the Trustee at its discretion may, and if so requested by holders of at least 25 per cent. of the principal amount of the Capital Securities then outstanding or if so directed by an Extraordinary Resolution shall (provided that the Trustee shall have been indemnified and/or secured and/or pre-funded to its satisfaction), institute proceedings for the Winding-Up of the Issuer and/or prove in the Winding-Up of the Issuer and/or claim in the liquidation of the Issuer for payment of the Capital Securities at their principal amount together with any Distributions accrued to such date:
 - (i) **Non-Payment:** the Issuer fails to pay the principal of or any Distributions on any of the Capital Securities when due and such failure continues for a period of 14 business days in the case of Distributions or seven business days in the case of principal; or
 - (ii) **Winding-up:** an order is made or an effective resolution passed for the Winding-Up or dissolution of the Issuer.

11 Prescription

Claims against the Issuer for payment in respect of the Capital Securities shall be prescribed and become void unless made within six years from the appropriate Relevant Date in respect of them.

12 Replacement of Certificates

If any Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations or other relevant regulatory authority regulations, at the specified office of the Registrar or such other Transfer Agent as may from time to time be designated by the Issuer for that purpose and notice of whose designation is given to Securityholders, 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, indemnity and otherwise as the Issuer may require (provided that the requirement is reasonable in light of prevailing market practice). Mutilated or defaced Certificates must be surrendered before replacements will be issued.

13 Meetings of Securityholders, Modification, Waiver and Substitution

(a) **Meetings of Securityholders:** The Trust Deed contains provisions for convening meetings of Securityholders to consider matters affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of these Conditions or any provisions of the Trust Deed. Such a meeting may be convened by Securityholders holding not less than 10 per cent. of the principal amount of the Capital Securities for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution will be two or more persons holding or representing a clear majority in principal amount of the Capital Securities for the time being outstanding, or at any adjourned meeting two or more persons being or representing Securityholders whatever the principal amount of the Capital Securities held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*, (i) to modify the dates on which principal or Distributions are payable in respect of the Capital Securities, (ii) (unless in accordance with Conditions 5 and/or 6) to reduce or cancel the principal amount of, or Distributions on, the Capital Securities, (iii) to change the currency of payment of the Capital Securities, (iv) to amend the subordination provisions of the Capital Securities or (v) to modify the provisions concerning the quorum required at any meeting of Securityholders or the majority required to pass an Extraordinary Resolution, in which case the necessary quorum will be two or more persons holding or representing not less than 75 per cent, or at any adjourned meeting not less than 25 per cent, in principal amount of the Capital Securities for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Securityholders (whether or not they were present at the meeting at which such resolution was passed).

The Trust Deed provides that a resolution in writing signed by or on behalf of the holders of not less than 90 per cent. of the principal amount of the Capital Securities for the time being outstanding shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Securityholders duly convened and held. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Securityholders.

(b) **Modification of the Trust Deed:** The Trustee may, but is not obliged to, agree, without the consent of the Securityholders, to (i) any modification of any of these Conditions or any of the provisions of the Trust Deed, that is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of applicable law or as required by CDP, and (ii) any other modification (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of these Conditions or any of the provisions of the Trust Deed that is in the opinion of the Trustee not materially prejudicial to the interests of the Securityholders. Notwithstanding any other provision of these Conditions or the Trust Deed, other than modifications as the Trustee may agree in accordance with Condition 13(b)(i) to the extent that such modifications do

not change or otherwise impact the eligibility of any Capital Securities as Additional Tier I Capital Securities, no modification to any Condition or any provision of the Trust Deed may be made without the approval of the MAS. Any such modification, authorisation or waiver shall be binding on the Securityholders and, if the Trustee so requires, such modification shall be notified to the Securityholders as soon as practicable.

- (c) **Entitlement of the Trustee:** In connection with the exercise of its functions (including but not limited to those referred to in this Condition) the Trustee shall have regard to the interests of the Securityholders as a class and shall not have regard to the consequences of such exercise for individual Securityholders and the Trustee shall not be entitled to require, nor shall any Securityholder be entitled to claim, from the Issuer any indemnification or payment in respect of any tax consequence of any such exercise upon individual Securityholders.

14 Enforcement

Without prejudice to Condition 10(b), the Trustee may, at its discretion and without further notice, institute such proceedings against the Issuer as it may think fit to enforce the terms of the Trust Deed and the Capital Securities (other than any payment obligations of the Issuer under or arising from the Capital Securities including, without limitation, payment of any principal or satisfaction of any Distributions in respect of the Capital Securities, including any damages awarded for breach of any obligations) and in no event shall the Issuer, by virtue of the institution of any such proceedings, be obliged to pay any sum or sums in cash or otherwise, sooner than the same would otherwise have been payable by it. The Trustee will not be bound to take any such proceedings or any action in relation to the Trust Deed or the Capital Securities unless (a) it shall have been so directed by an Extraordinary Resolution or so requested in writing by Securityholders holding at least 25 per cent. of the principal amount of the Capital Securities for the time being outstanding, and (b) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction. No Securityholder may proceed directly against the Issuer unless the Trustee, having become bound so to proceed, fails to do so within a reasonable time and such failure is continuing.

Subject to the subordination provisions as set out in Condition 3 and in Clause 2 and Clause 6 of the Trust Deed, if a court order is made or an effective resolution is passed for the Winding-Up of the Issuer, there shall be payable on the Capital Securities, after the payment in full of all claims of all Senior Creditors, but in priority to holders of Junior Obligations, such amount remaining after the payment in full of all claims of all Senior Creditors up to, but not exceeding, the nominal amount of the Capital Securities together with Distributions accrued to the date of repayment.

15 Indemnification of the Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility. The Trustee is entitled to enter into business transactions with the Issuer and any entity related to the Issuer without accounting for any profit.

The Trustee may rely without liability to Securityholders on any report, confirmation or certificate or any advice of any accountants, financial advisers, financial institution or any other expert, whether or not addressed to it and whether or not their liability in relation thereto is limited (by its terms or by any engagement letter relating thereto entered into by the Trustee or in any other manner) by reference to a monetary cap, methodology or otherwise. The Trustee may accept and shall be entitled to rely on any such report, confirmation or certificate or advice and such report, confirmation or certificate or advice shall be binding on the Issuer, the Trustee and the Securityholders.

16 Notices

- (a) Notices to Securityholders will be valid if (i) published in a daily newspaper of general circulation in Singapore (which is expected to be the *Business Times*) or for so long as the Capital Securities are listed on the SGX-ST and the rules of the SGX-ST so require, on the website of the SGX-ST at <http://www.sgx.com>, (ii) published in the English language or a certified translation into the English language and (iii) despatched by prepaid ordinary post (by airmail if to another country) to Securityholders at their addresses appearing in the Register (in the case of joint holders to the address of the holder whose name stands first in the Register). Any such notice shall be deemed to have been given on the date of publication or despatch to the Securityholders, as the case may be.

Until such time as any definitive Certificates are issued, so long as the Global Certificate is issued in the name of CDP, notices to Securityholders will only be valid if despatched by ordinary post (by airmail if to another country) to persons who are for the time being shown in the records of CDP as the holders of the Capital Securities or if the rules of CDP so permit, delivered to CDP for communication by it to the Securityholders, except that if the Capital Securities are listed on the SGX-ST and the rules of the SGX-ST so require, notice will in any event be published in accordance with the preceding paragraph. Any such notice shall be deemed to have been given to the Securityholders on the date of despatch to the holders of Capital Securities or, as the case may be, on the date of delivery of the notice to CDP.

- (b) A Trigger Event Notice to the Securityholders shall be deemed to have been validly given on the date on which such notice is published in a daily newspaper of general circulation in Singapore (which is expected to be the *Business Times*) or, so long as Notes are listed on the SGX-ST, published on the website of the SGX-ST www.sgx.com. If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Singapore. 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 first date on which publication is made, as provided above.

17 Further Issues

The Issuer may from time to time without the consent of the Securityholders create and issue further securities either having the same terms and conditions as the Capital Securities in all respects (or in all respects except for the first payment of Distributions on them) and so that such further issue shall be consolidated and form a single series with the outstanding securities of any series (including the Capital Securities) or upon such terms as the Issuer may determine at the time of their issue. References in these Conditions to the Capital Securities include (unless the context requires otherwise) any other securities issued pursuant to this Condition 17 and forming a single series with the Capital Securities. Any further securities forming a single series with the outstanding securities of any series (including the Capital Securities) constituted by the Trust Deed or any deed supplemental to it shall, and any other securities may (with the consent of the Trustee), be constituted by a deed supplemental to the Trust Deed. The Trust Deed contains provisions for convening a single meeting of the Securityholders and the holders of securities of other series where the Trustee so decides.

18 Contracts (Rights of Third Parties) Act

No person shall have any right to enforce any term or condition of the Capital Securities under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore.

19 Governing Law

The Trust Deed and the Capital Securities are governed by, and shall be construed in accordance with, Singapore law.