

OFFERING CIRCULAR



MITSUBISHI UFJ FINANCIAL GROUP, INC.

(Incorporated with limited liability in Japan)

AUD500,000,000 7.375 per cent. Fixed Rate Resetting Perpetual Subordinated Debt Securities

Mitsubishi UFJ Financial Group, Inc. (the "**Issuer**") is issuing AUD500,000,000 aggregate principal amount of 7.375 per cent. Fixed Rate Resetting Perpetual Subordinated Debt Securities (the "**Securities**") at an issue price of 100.0 per cent.

From (and including) 19 October 2026 (the "**Issue Date**") to (but excluding) 15 January 2032 (the "**First Reset Date**") (such First Reset Date and each fifth anniversary date thereafter being a "**Reset Date**"), the interest rate on the Securities will be 7.375 per cent. per annum. From (and including) each Reset Date to (but excluding) the next following Reset Date (each such period being a "**Reset Period**"), the interest rate shall be reset to a rate per annum equal to the sum of the 5-Year Semi Quarterly Mid-Swap Rate (as defined in the Conditions) on the Reset Determination Date (as defined in the Conditions) and 2.332 per cent. (rounded to three decimal places, with 0.0005 rounded upwards). The interest rate following any Reset Date may be less than the initial interest rate and/or the interest rate that applies immediately prior to such Reset Date. Subject to the terms and conditions of the Securities set out herein (the "**Conditions**"), interest, if any, will be payable semi-annually in arrear on 15 January and 15 July of each year (each, an "**Interest Payment Date**"), commencing on 15 January 2027. A payment made on 15 January 2027, if any, would be in respect of the period from (and including) the Issue Date to (but excluding) 15 January 2027 (and thus a short first coupon for the period).

Under the Conditions, the Issuer is permitted in its sole discretion at any time to, and in certain circumstances will be required to, cancel payments of interest on the Securities. Cancelled interest will not accumulate or be due on any subsequent date, and non-payment of such interest will not constitute a default by us.

The Securities are perpetual and have no fixed maturity or fixed redemption date. You do not have the right to call for redemption, or accelerate the payment of principal, of the Securities.

The Securities will be written down in full or in part upon the occurrence of a Capital Ratio Event, a Non-Viability Event or a Bankruptcy Event (each as defined in the Conditions).

The Issuer may at its option and in its sole discretion redeem the Securities in whole, but not in part, on each Reset Date at 100% of their principal amount plus any accrued and unpaid interest to (but excluding) the date fixed for redemption, if and to the extent not cancelled, subject to certain conditions. In addition, the Issuer may at its option redeem the Securities in whole, but not in part, upon the occurrence of certain tax or regulatory events at 100% of their Current Principal Amount (as defined in the Conditions) plus any accrued and unpaid interest to (but excluding) the date fixed for redemption, if and to the extent not cancelled, subject to certain conditions.

The Securities are intended to qualify as the Issuer's Additional Tier 1 Capital (as defined in the Conditions) and as its external total loss-absorbing capacity ("**External TLAC**") debt under the applicable Japanese laws and regulations. The Securities constitute the Issuer's direct and unsecured obligations that are conditional and, in the event of the Issuer's liquidation, will be subordinated to all of the Issuer's existing and future obligations other than liabilities under the Securities and the Issuer's liabilities that rank effectively *pari passu* with or subordinate to the Securities as to liquidation distributions, will rank *pari passu* with the Issuer's liabilities that rank effectively *pari passu* with the Securities as to liquidation distributions, and will rank senior in priority only to any payments to holders of the Issuer's common shares, subject to a principal write-down. The Securities will be structurally subordinated to the liabilities of the Issuer's subsidiaries.

This Offering Circular has been approved as a prospectus issued in compliance with Part 2 of the rules and regulations of the Luxembourg Stock Exchange (the "**Luxembourg Rules and Regulations**") by the Luxembourg Stock Exchange in its capacity as competent authority under Part IV of the Luxembourg law of 16 July 2019 on prospectuses for securities, (the "**Prospectus Law**") for the purposes of giving information with regard to the Securities. Application has been made to the Luxembourg Stock Exchange for the Securities to be admitted to listing on the official list of the Luxembourg Stock Exchange (the "**Official List**") and for the Securities to be admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange (the "**Euro MTF Market**"). The Euro MTF Market is not a regulated market for the purposes of the Directive 2014/65/EU on markets in financial instruments.

The Securities have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"). The Securities are being offered outside the United States by the Joint Lead Managers (as defined in the section entitled "*Subscription and Sale*" below) in accordance with Regulation S under the Securities Act

("Regulation S"), and may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

The Issuer is not a bank nor an authorised deposit-taking institution which is authorised under the Banking Act 1959 (Cth) of Australia (the "**Australian Banking Act**") nor is it authorised to carry on banking business under the Australian Banking Act. The Securities are not obligations of any government and, in particular, are not guaranteed by the Commonwealth of Australia. The Issuer is not supervised by the Australian Prudential Regulation Authority. Securities that are offered for issue or sale or transferred in, or into, Australia are offered only in circumstances that would not require disclosure to investors under Part 6D.2 or Part 7.9 of the Australian Corporations Act (as defined in the Conditions) and issued and transferred in compliance with the terms of the exemption from compliance with section 66 of the Australian Banking Act that is available to the Issuer. Such Securities are issued or transferred in, or into, Australia in parcels of not less than AUD500,000 in aggregate principal amount. No Securities shall be "protected accounts" or "deposit liabilities" within the meaning of the Australian Banking Act. An investment in any Securities issued by the Issuer will not be covered by the depositor protection provisions in section 13A of the Australian Banking Act and will not be covered by the Australian government's bank deposit guarantee (also commonly referred to as the Financial Claims Scheme) under the Australian Banking Act.

Credit ratings in respect of the Securities referred to in this Offering Circular should not be taken as recommendations by a rating agency to buy, sell or hold Securities. They may be revised, suspended or withdrawn at any time by the relevant rating agency. Credit ratings in respect of the Securities are for distribution only to a person (a) who is not a 'retail client' within the meaning of section 761G of the Australian Corporations Act and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Parts 6D.2 or 7.9 of the Australian Corporations Act and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Offering Circular and anyone who receives this Offering Circular must not distribute it to any person who is not entitled to receive it.

The Securities will be in registered form in denominations of AUD250,000 and integral multiples of AUD1,000 in excess thereof; **provided that** any Securities that are issued, offered or transferred in, or into, Australia are so issued, offered or transferred in parcels of not less than AUD500,000 in aggregate principal amount (or its equivalent in an alternative currency and, in either case, disregarding moneys lent by the offeror or its associates) and in the circumstances, and subject to compliance with the further requirements set out in the section entitled "*Subscription and Sale — Australia*". The Securities will be represented by a global certificate deposited with a common depository for Clearstream Banking S.A. ("**Clearstream, Luxembourg**") and/or Euroclear Bank SA/NV ("**Euroclear**") and, together with Clearstream, Luxembourg, the ("**Clearing Systems**") and registered in the name of such depository or its nominee. Beneficial interests in the Securities will be held through Clearstream, Luxembourg and/or Euroclear and their respective direct and indirect participants, and such direct and indirect participants will record beneficial interests on their books. The Issuer will not issue individual certificates in respect of the Securities except in limited circumstances set out in the section entitled "*Form of the Securities*" below. Settlement of the Securities will occur through the Clearing Systems against payment for value on 19 October 2026.

The Securities are expected on issue to be rated Baa3 by Moody's Japan K.K. ("**Moody's**"), BB+ by S&P Global Ratings Inc. ("**S&P**") and BB+ by Fitch Ratings Japan Limited ("**Fitch**"). **A security 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.**

Investing in the Securities involves significant risks. For more information, see the section entitled "Risk Factors" below, and the information included and incorporated by reference in this Offering Circular for a discussion of the factors investors should carefully consider before deciding to invest in the Securities.

Investors should reach their own investment decision about the Securities only after consultation with their own financial and legal advisers about risks associated with an investment in the Securities and the suitability of investing in the Securities in light of the particular characteristics and terms of the Securities, which are complex in structure and operation, and in light of each investor's particular financial circumstances.

Sole Structuring Adviser and Joint Lead Manager

MUFG

Joint Lead Managers (Active)

ANZ

Barclays

Barrenjoey

Westpac Banking Corporation

Joint Lead Manager (Passive)

UBS Investment Bank

This Offering Circular is dated 9 October 2026.

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IMPORTANT NOTICES

The Issuer accepts responsibility for the information contained in this Offering Circular and declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Offering Circular is, to the best of the Issuer's knowledge, in accordance with the facts and contains no omission likely to affect its import.

As used in this Offering Circular, the term the "Issuer" refers to Mitsubishi UFJ Financial Group, Inc. as an individual legal entity, and the terms "MUFG", "we", the "Company" and the "Group" generally refer to Mitsubishi UFJ Financial Group, Inc. and its consolidated subsidiaries but, from time to time as the context requires, may refer to Mitsubishi UFJ Financial Group, Inc. as an individual legal entity, except that on the cover page of this Offering Circular under the heading "Sole Structuring Adviser and Joint Lead Manager" the reference to "MUFG" is to MUFG Securities Asia Limited. References to the "Bank" are to MUFG Bank, Ltd., to the "Trust Bank" are to Mitsubishi UFJ Trust and Banking Corporation, to the "Securities HD" are to Mitsubishi UFJ Securities Holdings Co., Ltd. and to "MUMSS" are to Mitsubishi UFJ Morgan Stanley Securities Co., Ltd.

This Offering Circular has been prepared for the purpose of giving information with regard to the Issuer and its subsidiaries taken as a whole and the Securities which, according to the particular nature of the Issuer and the Securities, is necessary to enable investors and their investment advisers to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and of the rights attaching to such Securities. This Offering Circular does not constitute a prospectus for the purposes of the Prospectus Regulation (EU) 2017/1129, as amended (the "**EU Prospectus Regulation**") or the FCA Handbook Prospectus Rules: Admission to Trading on a Regulated Market sourcebook and the Public Offers and Admissions to Trading Regulations 2024, as amended (together, the "**UK Prospectus Regime**").

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

This Offering Circular has been prepared on the basis that the offer of the Securities in any Member State of the European Economic Area or the United Kingdom will be made pursuant to an exemption under the EU Prospectus Regulation or the UK Prospectus Regime, as applicable, from the requirement to publish a prospectus for the offer of Securities.

The Securities have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States. Subject to certain exceptions, the Securities may not be offered, sold or delivered within the United States or to U.S. persons (see "Subscription and Sale").

The Securities have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended) (the "**Financial Instruments and Exchange Act**") and are subject to the Special Taxation Measures Act of Japan (Act No. 26 of 1957) (as amended) (the "**Special Taxation Measures Act**"). The Securities may not be offered or sold in Japan or to, or for the benefit of, any resident of Japan (which term as used in this sentence means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for reoffering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and any other applicable laws, regulations and governmental guidelines of Japan. The Securities are not, as part of the distribution by the Joint Lead Managers pursuant to the subscription agreement relating to the Securities, at any time, to be directly or indirectly offered or sold to, or for the benefit of, any person other than a beneficial owner that is, (i) 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 person having a special relationship with the Issuer as described in Article 6, Paragraph 4 of the Special Taxation Measures Act (a "**Specially-Related Person of the Issuer**") or (ii) a Japanese financial institution, designated in Article 6, Paragraph 11 of the Special Taxation Measures Act, except as specifically permitted under the Special Taxation Measures Act. **BY SUBSCRIBING FOR THE SECURITIES, AN INVESTOR WILL BE DEEMED TO HAVE REPRESENTED THAT IT IS A PERSON WHO FALLS INTO THE CATEGORY OF (i) OR (ii) ABOVE.** See "Subscription and Sale".

Interest payments on the Securities will generally be subject to Japanese withholding tax unless it is established that such Securities are held by or for the account of a beneficial owner that is (i) 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 specially-related person of the Issuer, (ii) a Japanese designated financial institution described in Article 6, Paragraph 11 of the Special Taxation Measures Act which complies with the requirement for tax exemption under that paragraph or (iii) a Japanese public corporation, a Japanese financial institution or a Japanese financial instruments business operator described in Article 3-3, Paragraph 6 of the Special Taxation Measures Act which complies with the requirement for tax exemption under that paragraph.

Interest payments on the Securities to an individual resident of Japan, to a Japanese corporation not described in the preceding paragraph, or to an individual non-resident of Japan or a non-Japanese corporation that in either case is a specially-related person of the Issuer will be subject to deduction in respect of Japanese income tax at a current rate of 15.315% (15.15% on or after January 1, 2048) of the amount of such interest.

Any of the foregoing statements in the preceding three paragraphs, including the applicable tax rates and periods, is subject to changes in tax laws and regulations in Japan after the date of this document.

Neither the Joint Lead Managers, the Trustee nor any of their respective affiliates have authorised the whole or any part of this Offering Circular and none of them makes any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained in this Offering Circular. No person has been authorised to give any information or to make any representation not contained in or not consistent with this Offering Circular or any other information supplied in connection with the Securities and, if given or made, such information must not be relied upon as having been authorised by either of the Issuer, the Joint Lead Managers, the Trustee nor any of their respective affiliates. Neither the delivery of this Offering Circular nor the offering, sale or delivery of any Security shall in any circumstances create any implication that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the Issuer's or Group's condition (financial or otherwise) since the date of this Offering Circular, or the information contained herein concerning the Issuer or the Group is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Securities is correct as of any time subsequent to the date indicated in the document containing the same.

Neither this Offering Circular nor any other information supplied in connection with the Securities (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation by any of the Issuer, the Joint Lead Managers, the Trustee nor any of their respective affiliates that any recipient of this Offering Circular or any other information supplied in connection with the Securities should purchase any Securities. Each investor contemplating purchasing any Securities should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer and the suitability of the purchase of such Securities. Neither this Offering Circular nor any other information supplied in connection with the Securities constitutes an offer or invitation by or on behalf of any of the Issuer, the Joint Lead Managers, the Trustee nor any of their respective affiliates to any person to subscribe for or to purchase any Securities.

To the fullest extent permitted by law, neither the Trustee nor the Joint Lead Managers accept any responsibility for the contents of this Offering Circular or for any other statement, made or purported to be made by the Trustee or a Joint Lead Manager or on its behalf in connection with the Issuer or the issue and offering of the Securities. The Trustee and each Joint Lead Manager accordingly disclaims 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.

The distribution of this Offering Circular and the offering, sale and delivery of Securities in certain jurisdictions may be restricted by law. Persons into whose possession this Offering Circular comes are required by the Issuer and by the Joint Lead Managers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Securities and on distribution of this Offering Circular and other offering material relating to the Securities, see the section entitled "*Subscription and Sale*" below.

NOTICE TO CAPITAL MARKETS INTERMEDIARIES AND PROSPECTIVE INVESTORS PURSUANT TO PARAGRAPH 21 OF THE HONG KONG SFC CODE OF CONDUCT

Important Notice to Prospective Investors: Prospective investors should be aware that certain intermediaries in the context of this offering of the Securities, including certain Joint Lead Managers, are "capital market intermediaries" ("CMIs") subject to Paragraph 21 of the **Code** of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission of Hong Kong (the "**Code**"). This notice to prospective investors is a summary of certain obligations the Code imposes on such CMIs, which require the attention and cooperation of prospective investors. Certain CMIs may also be acting as "overall coordinators" ("OCs") for this offering and are subject to additional requirements under the Code.

Prospective investors who are the directors, employees or major shareholders of the Issuer, a CMI or its group companies would be considered under the Code as having an association (an "**Association**") with the Issuer, the CMI or the relevant group company. Prospective investors associated with the Issuer or any CMI including its group companies should specifically disclose this when placing an order for the Securities and should disclose, at the same time, if such orders may negatively impact the price discovery process in relation to this offering. Prospective investors who do not disclose their Associations are hereby deemed not to be so associated. Where prospective investors disclose their Associations but do not disclose that such order may negatively impact the price discovery process in relation to this offering, such order is hereby deemed not to negatively impact the price discovery process in relation to this offering.

Prospective investors should ensure, and by placing an order, prospective investors are deemed to confirm that, orders placed are *bona fide*, are not inflated, and do not constitute duplicated orders (i.e., two or more corresponding or identical orders placed via two or more CMIs). If a prospective investor is an asset management arm affiliated with any Joint Lead Manager, such prospective investor should indicate when placing an order if it is for a fund or portfolio where the Joint Lead Manager or its group company has more than 50 per cent. interest, in which case it will be classified as a "proprietary order" and subject to appropriate handling by CMIs in accordance with the Code and should disclose, at the same time, if such "proprietary order" may negatively impact the price discovery process in relation to this offering. Prospective investors who do not indicate this information when placing an order are hereby deemed to confirm that their order is not such a "proprietary order". If a prospective investor is otherwise affiliated with any Joint Lead Manager, such that its order may be considered to be a "proprietary order" (pursuant to the Code), such prospective investor should indicate to the relevant Joint Lead Manager when placing such order. Prospective investors who do not indicate this information when placing an order are hereby deemed to confirm that their order is not such a "proprietary order". Where prospective investors disclose such information but do not disclose that such "proprietary order" may negatively impact the price discovery process in relation to this offering, such "proprietary order" is hereby deemed not to negatively impact the price discovery process in relation to this offering.

Prospective investors should be aware that certain information may be disclosed by CMIs (including Private Banks) which is personal and/or confidential in nature to the prospective investor. By placing an order, prospective investors are deemed to have understood and consented to the collection, disclosure, use and transfer of such information by the Joint Lead Managers and/or any other third parties as may be required by the Code, including to the Issuer, any OCs, relevant regulators and/or any other third parties as may be required by the Code, it being understood and agreed that such information shall only be used for the purpose of complying with the Code, during the bookbuilding process for this offering. Failure to provide such information may result in that order being rejected.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS. The Securities 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 (the "**EEA**"). 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 (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014, as amended (the "**PRIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS. The Securities are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the UK. For these purposes, a retail investor means a person who is not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law of the UK by virtue of the European Union (Withdrawal) Act 2018, as amended (the "EUWA"). Consequently, no disclosure document required by the FCA Product Disclosure Sourcebook ("**DISC**") for offering, selling or distributing the Securities or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Securities or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.

Suitability of investment in the Securities

The Securities are high risk and complex financial instruments and such instruments may be purchased by investors as a way to enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. Each potential investor in the Securities should determine the suitability of such investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Securities, the merits and risks of investing in the Securities and the information contained or incorporated by reference in this Offering Circular;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Securities and the impact the Securities will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risk of an investment in the Securities or where the currency for principal or interest payments is different from the currency in which such investor's financial activities are principally denominated;
- (iv) understand thoroughly the terms of the Securities and be familiar with the resolution regime applicable to the Group, including the possibility that the Securities may become subject to write-down and cancellation and cancellation of interest payment;
- (v) 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; and
- (vi) understand the accounting, legal, regulatory and tax implications of a purchase, and the holding and disposal of an interest in the Securities.

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) the Securities are legal investments for it; (ii) the Securities can be used as collateral for various types of borrowing; and (iii) other restrictions apply to its purchase or pledge of any Securities. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Securities under any applicable risk-based capital or similar rules.

Prior to making an investment decision, potential investors should consider carefully, in light of their own financial circumstances and investment objectives, all the information contained in this Offering Circular or incorporated by reference herein.

In this Offering Circular, unless otherwise specified:

- references to "**AUD**" and "**Australian dollars**" are to the lawful currency for the time being of the Commonwealth of Australia;
- references to "**Clearstream, Luxembourg**", "**Euroclear**" or the "**Clearing Systems**" shall include any successor clearing systems;

- references to "**Japanese yen**", "**Yen**", "**JPY**" and "¥" are to the lawful currency of Japan; and
- references to the "**U.S.**" are to the United States of America.

We report our financial results in accordance with accounting principles generally accepted in Japan ("**Japanese GAAP**") on a quarterly basis for purposes of Japanese banking regulatory reporting requirements, including our regulatory capital reporting requirements, as well as for purposes of Tokyo Stock Exchange and Nagoya Stock Exchange reporting requirements. For purposes of Japanese securities regulatory reporting requirements, we report our financial results in accordance with Japanese GAAP on a semi-annual basis. Any first or third quarter consolidated financial information incorporated by reference in this Offering Circular has been prepared in accordance with Article 4, Paragraph 1 of the Standards for the Preparation of Quarterly Financial Statements of the Tokyo Stock Exchange, Inc. and the Nagoya Stock Exchange, Inc. (the "**Standards**") and Japanese GAAP, applying the provisions for reduced disclosures as set forth in Article 4, Paragraph 2 of the Standards. Accordingly, such quarterly consolidated financial information is not a complete set of quarterly consolidated financial statements prepared in accordance with Japanese GAAP.

Some of MUFG's financial information contained or incorporated by reference herein is prepared in accordance with accounting principles generally accepted in the United States ("**U.S. GAAP**") and some of MUFG's financial information contained or incorporated by reference herein is prepared in accordance with Japanese GAAP. The basis of MUFG's financial information prepared in accordance with U.S. GAAP may be significantly different in certain respects from the basis of MUFG's financial information prepared in accordance with Japanese GAAP. For information on certain differences between U.S. GAAP and Japanese GAAP, see "Unaudited Reverse Reconciliation of Selected Financial Information of Mitsubishi UFJ Financial Group, Inc. as of and for the fiscal year ended March 31, 2026", Exhibit 99(b) to MUFG's annual report on Form 20-F for the fiscal year ended 31 March 2026 (the "**2026 Form 20-F**") filed on 6 July 2026 with the United States Securities and Exchange Commission ("**SEC**"), which is incorporated by reference herein. Investors in the Securities should consult their own professional advisers, as necessary, for a more complete understanding of the differences among U.S. GAAP, Japanese GAAP, International Financial Reporting Standards and any other generally accepted accounting principles applicable in its jurisdiction and how such differences affect the financial information contained or incorporated by reference herein.

In this Offering Circular, unless otherwise indicated or the context otherwise requires, all figures are rounded to the figures shown except for our Japanese GAAP financial information and regulatory ratios, which are truncated to the figures shown. In some cases, figures presented in tables are adjusted to match the sum of such figures with the total amount.

Our fiscal year ends on March 31 of each year.

FORWARD-LOOKING STATEMENTS

The Offering Circular and the documents incorporated by reference herein include "forward-looking statements" within the meaning of Section 27A of the Securities Act and Section 21E of the United States Securities Exchange Act of 1934, as amended. All statements other than statements of historical facts included in this Offering Circular and the documents incorporated herein, including, without limitation, those regarding the Issuer's financial position, business strategy, plans, targets, objectives, belief and expectation of management for its results of operations, financial condition or future operations, including, among other matters, its problem loans and loan losses contained in the documents incorporated by reference herein, are forward-looking statements. Such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of each Issuer, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Such forward-looking statements are based on numerous assumptions regarding each Issuer's present and future business strategies and the environment in which the Issuer will operate in the future. The important factors that could cause the Issuer's actual results, performance or achievements to differ materially from those in the forward-looking statements include, but are not limited to, those discussed under "Risk Factors" or documents incorporated by reference in this Offering Circular. These forward-looking statements speak only as of the respective dates of this Offering Circular and the documents incorporated herein. The Issuer expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained herein or in any documents incorporated by reference herein to reflect any change in the Issuer's expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

OVERVIEW

This overview must be read as an introduction to this Offering Circular and any decision to invest in the Securities should be based on a consideration of this Offering Circular as a whole, including the documents incorporated by reference herein.

This overview refers to certain provisions of the Terms and Conditions of the Securities and is qualified by the more detailed information contained elsewhere in this Offering Circular. Words and expressions defined in the section entitled "Terms and Conditions of the Securities" have the same meanings in this overview.

Investing in the Securities involves significant risk. For a discussion of certain risks that should be considered in connection with an investment in the Securities, see the section entitled "Risk Factors" of this Offering Circular.

The Issuer	Mitsubishi UFJ Financial Group, Inc.
The Securities	AUD500,000,000 aggregate principal amount of 7.375 per cent. Fixed Rate Resetting Perpetual Subordinated Debt Securities.
Issue Date	19 October 2026.
Perpetual Securities	The Securities are perpetual securities and have no fixed maturity or fixed redemption date.
Status	The Securities constitute direct and unsecured obligations of the Issuer that are conditional and subordinated, as provided under Condition 2(b) (<i>Status and Subordination</i>), and shall at all times rank <i>pari passu</i> without any preference among themselves. As provided under Condition 2(b) (<i>Status and Subordination</i>), upon the occurrence of a Liquidation Event (as defined in the Conditions), the Securities will be subordinated to all of the existing and future Senior Indebtedness (as defined in the Conditions and which includes fixed-term subordinated debt of the Issuer), and the Securities will rank at least <i>pari passu</i> with all of the existing and future Liquidation Parity Liabilities (as defined in the Conditions), and will rank senior in priority only to any payments to holders of common shares of the Issuer. Notwithstanding such ranking of the Securities, the Securities are subject to the Going Concern Write-Down and Write-Down and Cancellation provisions under Condition 9 (<i>Going Concern Write-Down and Write-Ups</i>) and Condition 10 (<i>Write-Down and Cancellation</i>), respectively. The Securities will be structurally subordinated to the liabilities of the Issuer's subsidiaries.
Issue Price	100.0 per cent.
Interest Rate	From (and including) the Issue Date to (but excluding) the First Reset Date, the interest rate on the Securities will be 7.375 per cent. per annum. The interest rate for each Reset Period shall be reset to a rate per annum equal to the sum of the 5-Year Semi Quarterly Mid-Swap Rate on the Reset Determination Date and 2.332 per cent. (rounded to three decimal places, with 0.0005 being rounded upwards).
Reset Dates	15 January 2032 (the " First Reset Date ") and each fifth anniversary date thereafter.
Reset Determination Date	The second Payment Business Day (as defined in the Conditions) immediately preceding each Reset Date.
Interest Payment Dates	15 January and 15 July of each year, commencing on 15 January 2027. A payment made on 15 January 2027, if any, would be in respect of the period

from (and including) 19 October 2026 to (but excluding) 15 January 2027 (and thus a short first coupon for the period).

Any payment of interest on the Securities will be subject to an interest payment cancellation, principal write-down and write-up, and subordination as described under the Conditions.

**Optional
cancellation of
interest payments**
.....

If the Issuer determines that it is necessary to cancel payment of the interest on the Securities at any time and in its sole discretion, the Issuer may cancel payment of all or part of the interest accrued on the Securities on an Interest Payment Date.

Among other circumstances, the Issuer will make a determination to cancel interest payments if and to the extent the Issuer fails to meet the applicable regulatory capital buffer or leverage ratio buffer requirements and implements a capital distribution constraints plan submitted to the FSA (as defined in the Conditions) pursuant to an order of the FSA under the Japanese capital distribution constraints system. Notwithstanding the foregoing, the Issuer may determine that it is necessary to cancel payments of interest on the Securities due to other factors in its sole discretion.

**Mandatory
cancellation of
interest payments**
.....

The Issuer will be prohibited from paying, and shall cancel, all or part of the interest on the Securities on an Interest Payment Date, if and to the extent that the interest payable on the Securities on such Interest Payment Date exceeds the Interest Payable Amount.

"Interest Payable Amount" means, as more fully defined in the Conditions, in respect of any Interest Payment Date, the product of the Adjusted Distributable Amounts on such Interest Payment Date and a ratio, the numerator of which is the amount of interest that should have been paid on the Securities on such Interest Payment Date, and the denominator of which is the aggregate amount of interest that should have been paid on the Securities on such Interest Payment Date and dividends or interest that should have been paid in respect of any Senior Dividend Preferred Shares (as defined in the Conditions) and any Parity Securities (as defined in the Conditions) on the same date as such Interest Payment Date.

"Adjusted Distributable Amounts" means, as more fully defined in the Conditions, in respect of any date, the distributable amounts (bunpai kano gaku) of the Issuer on such date as calculated in accordance with the Company Law of Japan, after deducting the sum of any dividend or interest that has been paid in respect of the Securities, any Parity Securities and any Junior Securities (as defined in the Conditions) from the beginning of the fiscal year of the Issuer in which such date falls until the date immediately preceding such date.

**Cessation of
accrual of interest**
.....

No interest shall accrue on the Securities (i) during the period when the principal amount of the Securities then outstanding is one cent per AUD1,000 in principal amount at issuance, (ii) after the date fixed for redemption, or (iii) during any period when a liquidation proceeding (seisan) in respect of the Issuer commences and continues under the Company Law of Japan.

**Agreement to
interest
cancellation.....**

By subscribing for, purchasing or otherwise acquiring the Securities, holders of the Securities acknowledge and agree to a cancellation of interest payments under the terms of the Securities as set out in the Conditions.

**Optional
Redemption**

The Securities may, subject to prior confirmation of the FSA (as defined in the Conditions) (if such confirmation is required under the Applicable Banking Regulations (as defined in the Conditions)), be redeemed at the option of the Issuer, in whole, but not in part, on the First Reset Date or a subsequent Reset Date occurring on each five-year anniversary thereafter, on not less than 25 days nor more than 60 days' prior notice to the Holders and the Trustee, at a

redemption price equal to 100% of the principal amount at issuance of the Securities plus accrued and unpaid interest to (but excluding) the date fixed for redemption, on the condition that the principal amount of the Securities then outstanding equals the principal amount at issuance of the Securities.

**Redemption for
regulatory
reasons**

The Securities may, subject to prior confirmation of the FSA (if such confirmation is required under the Applicable Banking Regulations), be redeemed at the option of the Issuer, in whole, but not in part, at any time, on not less than 30 nor more than 60 days' prior notice, at a redemption price equal to 100% of the principal amount of the Securities on the date fixed for redemption plus accrued and unpaid interest to (but excluding) the date fixed for redemption, if the Issuer determines after consultation with the FSA that there is more than an insubstantial risk that the Securities may not be partially or fully included in the Issuer's Additional Tier 1 capital under the applicable standards set forth in the Applicable Banking Regulations.

**Redemption for tax
reasons**

The Securities may, subject to prior confirmation of the FSA (if such confirmation is required under the Applicable Banking Regulations), be redeemed, at the option of the Issuer, in whole, but not in part, at any time, on not less than 30 nor more than 60 days' prior notice, at a redemption price equal to 100% of the principal amount of the Securities on the date fixed for redemption plus accrued and unpaid interest to (but excluding) the date fixed for redemption, if the Issuer determines that (i) the Issuer is, or on the next interest payment date would be, required to pay any additional amounts in respect of Japanese taxes, or (ii) any interest on the Securities ceases to be treated as being a deductible expense for the purpose of the Issuer's corporate tax, in each case as a result of any change in, or amendment to, the laws, regulations or rulings of Japan (or of any political subdivision or taxing authority thereof or therein) affecting taxation, or any change in the official application or interpretation of such laws, regulations or rulings, which change or amendment becomes effective on or after the date of this Offering Circular, and in each case of (i) or (ii) above, such event cannot be avoided by the Issuer taking reasonable measures available to it.

In case of (i) above, no notice of redemption may be given earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay the additional amounts if a payment in respect of the Securities were then due.

**Principal write-
down upon a
Capital Ratio
Event**

If a Capital Ratio Event occurs, on a Going Concern Write-Down Date (as defined in the Conditions), the principal amount of the Securities will be written down, as more fully described in the Conditions, to such extent determined necessary by the Issuer after consultation with the FSA or any other relevant Japanese supervisory authority that such write-down and a write-down of the principal amount of (or conversion into equity, if applicable, of) all other outstanding debt securities that are intended to qualify as our Additional Tier 1 capital, which is triggered by the same Capital Ratio Event, will result in an increase in the Issuer's consolidated Common Equity Tier 1 ratio to a sufficient level exceeding 5.125%. If this write-down mechanism, when implemented to the full extent, is expected to result in an increase in the Issuer's consolidated Common Equity Tier 1 ratio to a level short of 5.125%, the principal amount of the Securities per AUD1,000 in principal amount at issuance will be reduced to one cent per AUD1,000 of the principal amount at issuance, and no interest will accrue on the Securities thereafter. Holders of the Securities will be deemed to have irrevocably waived their right to claim or receive payments of principal of or interest on the Securities to the extent of such write-down.

A "Capital Ratio Event" will be deemed to have occurred when the Issuer's consolidated Common Equity Tier 1 ratio reported or publicly announced by the Issuer declines below 5.125%, as more fully defined in the Conditions.

	"Going Concern Write-Down Date" means the date that is determined by the Issuer after consultation with the FSA or any other relevant Japanese supervisory authority and shall be no later than fifteen Business Days (as defined in the Conditions) following the date of the relevant Going Concern Write-Down Notice (as defined in the Conditions). Following any write-down of principal amount upon a Capital Ratio Event, the Securities may be subject to a write-up in certain limited circumstances.
Principal write-down upon a Non-Viability Event.....	If a Non-Viability Event occurs, on a Write-Down and Cancellation Date (as defined in the Conditions), the full principal amount of the Securities will be permanently written down to nil, the Securities will be cancelled, and holders of the Securities will be deemed to have irrevocably waived their right to claim or receive any payment of principal of or interest on the Securities. A "Non-Viability Event" will be deemed to have occurred at the time that the Prime Minister of Japan confirms (<i>nintei</i>) that any measures (<i>tokutei dai nigo sochi</i>) set forth in Article 126-2, Paragraph 1, Item 2 of the Deposit Insurance Act (as defined in the Conditions) (or any successor provision thereto) need to be applied to the Issuer. "Write-Down and Cancellation Date" means, upon the occurrence of a Non-Viability Event, the date that shall be determined by the Issuer after consultation with the FSA or any other relevant Japanese supervisory authority and shall be no later than ten Business Days following the date of the Write-Down and Cancellation Notice (as defined in the Conditions).
Principal write-down upon a Bankruptcy Event.....	Immediately upon the occurrence of a Bankruptcy Event, the full principal amount of the Securities will be permanently written down to nil, the Securities will be cancelled, and holders of the Securities will be deemed to have irrevocably waived their right to claim or receive any payment of principal of or interest on the Securities. A "Bankruptcy Event" will be deemed to have occurred when a Japanese court has commenced bankruptcy proceedings, corporate reorganisation proceedings or civil rehabilitation proceedings with respect to, or special liquidation proceedings (<i>tokubetsu seisan</i>) have commenced by or with respect to, the Issuer in Japan or when the Issuer has become subject to similar proceedings in any other jurisdiction, as more fully defined in the Conditions.
Agreement to principal write-down.....	By subscribing for, purchasing or otherwise acquiring the Securities, holders of the Securities acknowledge and agree to a principal write-down under the terms of the Securities.
No Events of Default or Rights of Acceleration ...	Non-payment of principal of or interest on the Securities or breach of covenants in the Trust Deed or the Securities or any other event shall not constitute an event of default or an event of acceleration under the Trust Deed or the Securities or give rise to any right of the Holders or the Trustee to declare the principal of or interest on the Securities to be due and payable or accelerate any payment of such principal or interest, and there are no events of default or circumstances in respect of the Securities that entitle the Holders of Securities or the Trustee to require that the Securities become immediately due and payable. In addition, there is no right to require the Issuer to redeem the Securities.
No restrictions on incurrence of future indebtedness	The Trust Deed contains no restrictions on our ability to incur future indebtedness. We may offer and issue any amount of debt securities, including debt securities that are senior or subordinate to, or <i>pari passu</i> with, the Securities, at any time and in any currency and maturity as we deem appropriate. See "Risk Factors — Risks Related to the Securities — The Trust Deed contains no restrictions on our ability to incur future indebtedness, pledge or dispose of our assets, or make dividend or other payments and provides limited protection

against significant corporate events and other actions we may take that could adversely impact your investment in the Securities".

Additional Amounts	All payments of principal and interest in respect of the Securities will be made without withholding or deduction for or on account of withholding taxes imposed by or within Japan, unless such withholding or deduction is required by law. Interest payments on the Securities will generally be subject to Japanese withholding tax with certain exceptions. See "Japanese Taxation". If the payments are subject to Japanese withholding tax, the Issuer will pay such Additional Amounts (as defined in the Conditions) (subject to certain exceptions) in respect of Japanese taxes as will result in the payment of amounts otherwise receivable absent any deduction or withholding on account of such Japanese taxes. References to principal or interest in respect of the Securities shall be deemed to include any Additional Amounts which may be payable as set forth in the Trust Deed. If there is a write-down of principal or a cancellation of interest, there will be no Additional Amounts in relation to such written down principal or cancelled interest that is not being paid.
Use of proceeds	We intend to use the net proceeds from the sale of the Securities to fund the operations of the Bank through a perpetual subordinated loan that is intended to qualify as its Additional Tier 1 capital and internal total loss-absorbing and recapitalisation capacity (" Internal TLAC "), debt. See "Use of Proceeds"
Form of the Securities	The Securities will be issued in registered form in denominations of AUD250,000 and integral multiples of AUD1,000 in excess thereof; provided that any Securities that are issued, offered or transferred in, or into, Australia are so issued, offered or transferred in parcels of not less than AUD500,000 in aggregate principal amount (or its equivalent in an alternative currency and, in either case, disregarding moneys lent by the offeror or its associates) and in the circumstances, and subject to compliance with the further requirements set out in the section entitled "Subscription and Sale — Australia". The Securities will be represented by a global certificate deposited with a common depositary for Clearstream, Luxembourg and/or Euroclear and registered in the name of such common depositary or its nominee. The Issuer will not issue individual certificates except in limited circumstances set out under the section entitled "Form of the Securities" below.
ISIN	XS3531960907.
Common Code	353196090.
Legal entity identifier (LEI)...	353800V2V8PUY9TK3E06.
Listing and Trading	We have made an application to the Luxembourg Stock Exchange to list the Securities on the official list of the Luxembourg Stock Exchange and for the Securities to be admitted to trading on the Luxembourg Stock Exchange's Euro MTF Market.
Governing Law	The Securities and the Trust Deed and all non-contractual obligations arising out of or in connection with them will be governed by English law.
Trustee.....	U.S. Bank National Association
Principal Paying Agent, Transfer Agent and Calculation Agent	MUFG Bank, Ltd., London Branch

Registrar and Transfer Agent...	Mitsubishi UFJ Investor Services & Banking (Luxembourg) S.A.
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RISK FACTORS

Investing in the Securities involves significant risks. Investors should reach their own investment decision only after consultation with their own financial and legal advisers about risks associated with an investment in the Securities and the suitability of investing in the Securities in light of the particular characteristics and terms of the Securities and of the investors' particular financial circumstances. Our business, operating results and financial condition could be materially and adversely affected by any of the factors discussed below and elsewhere in this Offering Circular and the documents incorporated by reference herein. Any of these factors may adversely affect the trading price and liquidity, and the rights of holders, of the Securities. As part of making an investment decision, an investor should make sure it thoroughly understands the terms of the Securities. An investor should also carefully consider the risk factors contained in this Offering Circular, the 2026 Form 20-F and the other information included and incorporated by reference in this Offering Circular before deciding to invest in the Securities and it should evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect an investment in the Securities and an investor's ability to bear the loss of all or a portion of an investor's investment.

We have described the risks and uncertainties that our management believes are material, but these risks and uncertainties may not be the only ones we face. Additional risks and uncertainties, including those that we currently are not aware of or do not currently appear to be material, may also result in decreased revenues or increased expenses or have other consequences that could adversely affect our financial condition and results of operations as well as the price and liquidity, and the rights of holders of, the Securities, in which case your investment in the Securities may be negatively impacted.

Risks Related to MUFG's ability to fulfil its obligations under the Securities

In the case of factors that may affect MUFG's ability to fulfil its obligations under the Securities, prospective investors should consider the section entitled "Risk Factors" provided in the 2026 Form 20-F incorporated by reference herein (and other sections entitled "Risk Factors", "Risks Relating to Our Business", or other similar expressions, in documents incorporated by reference herein).

Risks Related to the Securities

The Securities have no fixed maturity and no fixed redemption date and you do not have the right to accelerate the repayment of the principal amount of the Securities.

The Securities are perpetual securities and have no fixed maturity date or fixed redemption date. Moreover, you do not have the right to cause the Securities to be redeemed or otherwise accelerate the repayment of the principal amount of the Securities. If a Liquidation Event occurs and is continuing, you will only have a Liquidation Claim (as defined in the Conditions) and any payments with respect to such Liquidation Claim will be subject to various conditions and may not be paid. Accordingly, the Issuer is under no obligation to repay or redeem (in whole or in part) the principal amount of the Securities at any time prior to such Liquidation Event and, even upon a Liquidation Event, no payment may be made in respect of a Liquidation Claim unless the specific conditions set forth in the Conditions have been satisfied. As a result, you may not receive any repayment of principal of the Securities.

Given that the Securities are perpetual securities, a sale of your Securities in the secondary market may be the only means to recover your investment in the Securities. In addition to the customary risks of illiquidity in the market for a new issue of securities, the Securities may be especially susceptible to illiquid secondary markets and significant fluctuations in secondary trading prices. For example, if securities similar to the Securities issued by other banks are not redeemed when the market expects redemption or are written down, or if interest payments are cancelled, the liquidity of the market for, and market prices of, the Securities could be adversely affected. As a result, you may not find buyers for your Securities at prices close to their principal amount or at any price, and you may lose all or part of the value of your investment in the Securities.

The Securities will be subject to a Write-Down and Cancellation upon the occurrence of a Non-Viability Event, in which case you will lose the entire value of your investment.

The Securities are intended to qualify as our Additional Tier 1 capital under the Japanese banking regulations and contain non-viability write-down provisions. Under such provisions, if a Non-Viability

Event occurs, the Securities will be subject to a Write-Down and Cancellation (as defined in the Conditions) on a Write-Down and Cancellation Date, which means that the full principal amount of the Securities will be permanently written down to nil, that the Securities will be cancelled, and that you will be deemed to have irrevocably waived your right to claim or receive any payment of principal of or interest on the Securities (including any Additional Amounts with respect thereto) unless such payments have become due and payable prior to the occurrence of the Non-Viability Event and remain unpaid, as set out in the Conditions.

A Non-Viability Event will be deemed to have occurred for purposes of the Securities at the time when the Prime Minister of Japan confirms (*nintei*) that any measures (*tokutei dai nigo sochi*) set forth in Article 126-2, Paragraph 1, Item 2 of the Deposit Insurance Act (or any successor provision thereto), generally referred to as Specified Item 2 Measures, need to be applied to the Issuer under circumstances where its liabilities exceed or are likely to exceed its assets, or where it has suspended or is likely to suspend payment on its obligations, as described in "— The Securities are intended to qualify as our External TLAC and as a result, the value of the Securities could be materially adversely affected, and you may lose all or a portion of your investments". By your purchase or acquisition of Securities, you will be deemed to have agreed to be bound by any Write-Down and Cancellation triggered by any such confirmation made by the Prime Minister of Japan.

If a Non-Viability Event occurs, it is expected that a Write-Down and Cancellation would take place before the determination on the treatment of the Issuer's remaining liabilities, shares or other securities without similar write-down features. Upon the occurrence of a Non-Viability Event, a Write-Down and Cancellation of the Securities will occur even if we have, or are restructured solely by such Write-Down and Cancellation to have, sufficient assets available to fulfil our obligations under, or settle the claims of holders of, the Securities or other liabilities that rank *pari passu* with or junior to the Securities, or any classes of common shares or preferred shares, in each case which do not contain similar write-down provisions, and even if such other liabilities or shares remain outstanding after the occurrence of a Non-Viability Event. Under current Japanese laws and regulations, none of such liabilities or shares which do not contain similar write-down provisions will be generally subject to any write-down or conversion to common shares, unless we become subject to court-administered insolvency proceedings, and even if a Non-Viability Event occurs, we may not become subject to a court-administered insolvency proceedings. As a result, the holders of the Securities may also recover less rateably, if at all, than the holders of liabilities that rank *pari passu* with or junior to the Securities, or any classes of common shares or preferred shares, in each case which do not contain similar write-down provisions.

Furthermore, except for claims for payments under the Securities that have become due and payable prior to the occurrence of a Non-Viability Event, upon the occurrence of a Non-Viability Event, you will have no rights whatsoever under the Securities or the Trust Deed to take any action or enforce any rights or to instruct the Trustee to take any action or enforce any rights whatsoever, may not exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to you by us under, or in connection with, the Securities, and will not be entitled to make any claim in any bankruptcy, insolvency, liquidation or similar proceedings involving us or have any ability to initiate or participate in any such proceedings. Upon the occurrence of a Non-Viability Event, you will not receive any shares or other participation rights in the Issuer or be entitled to any other participation in the upside potential of any equity or debt securities of the Issuer, or be entitled to any compensation in the event of any change in the Issuer's potential recovery.

In addition, you will have no right to receive any compensation whatsoever for any loss resulting from a delay between the occurrence of a Non-Viability Event and your receipt of any notice of the ensuing principal write-down or between the occurrence of a Non-Viability Event and processing by the Clearing Systems of any relevant write-down notice. See "— Following a Non-Viability Event, a Bankruptcy Event or a Capital Ratio Event, clearance and settlement of Securities will be suspended and may not be completed as expected or at all".

By your purchase or acquisition of the Securities, you will be deemed to have agreed to the foregoing.

The circumstances surrounding or triggering a Non-Viability Event, including future regulatory changes, are unpredictable.

The occurrence of a Non-Viability Event, and therefore a Write-Down and Cancellation, is inherently unpredictable and depends on a number of factors that may be beyond our control. The occurrence of a Non-Viability Event is dependent upon, among other things, a determination by the Prime Minister, following deliberation by the Financial Crisis Response Council, regarding the Issuer's viability or the viability of one or more of the Issuer's subsidiaries, and the risk that their failures may cause a significant disruption to the financial market or systems in Japan, pursuant to the Deposit Insurance Act. Under the Japanese TLAC Standard (as defined below) and the Japanese capital adequacy regulations, it is possible that Specified Item 2 Measures may be applied to MUFG as a result of, among other things, absorption of losses by the Issuer on its loans to or investments in, or any other Internal TLAC or other regulatory capital instruments of, any of its material subsidiaries in Japan that are designated as systemically important by the FSA (which, in our case, are the Bank, the Trust Bank and MUMSS) or any of its foreign subsidiaries that are subject to the total loss-absorbing capacity ("TLAC") regulations, the capital adequacy regulations or similar requirements in the relevant jurisdiction pursuant to the terms of such loans, investments or other Internal TLAC or other regulatory capital instruments or in accordance with applicable Japanese or foreign laws or regulations then in effect. However, under the Japanese TLAC Standard and the Japanese capital adequacy regulations, what measures to be actually taken will be determined by the relevant authorities on a case-by-case basis, and, as a result, it is difficult to predict when, if at all, the Prime Minister may confirm that Specified Item 2 Measures need to be applied to us, which triggers the occurrence of a Non-Viability Event. See "Item 4.B. Business Overview — Supervision and Regulation" in the 2026 Form 20-F or any subsequent update thereto.

In addition, there has been no implementation of Specified Item 2 Measures under the Deposit Insurance Act described in this Offering Circular to date.

Such measures are untested and will be subject to interpretation and application by the relevant authorities in Japan. It is uncertain how and under what standards the relevant authorities in Japan would determine that the Issuer's liabilities exceed, or are deemed likely to exceed, its assets, or that the Issuer has suspended, or is deemed likely to suspend, payment on its obligations in determining whether to apply Specified Item 2 Measures, which determination would trigger a Non-Viability Event under the Securities, and it is possible that particular circumstances which seem similar may lead to different results. For example, it is possible that the FSA determines that one of our material sub-groups is non-viable due to material deterioration in its financial condition, even if its regulatory capital ratios are sufficiently higher than the minimum requirements, and requires the relevant material subsidiary's Internal TLAC instruments or other regulatory capital instruments to be written off, and following the write-off of such Internal TLAC instruments or other regulatory capital instruments, the Prime Minister of Japan confirms that Specified Item 2 Measures need to be applied to the Issuer based on its determination that the Issuer's liabilities exceed, or are deemed likely to exceed, its assets. The Issuer's creditors, including the holders of the Securities, may encounter difficulty in challenging the application of Specified Item 2 Measures or other orderly resolution measures to the Issuer or MUFG.

Accordingly, the market value of the Securities may not necessarily be evaluated in a manner similar to other types of debt securities issued by non-financial institutions or by financial institutions subject to different regulatory regimes. In addition, the trading behaviour of the Securities may not necessarily follow the trading behaviour of other types of securities. Any indication or perception that we are approaching circumstances that could result in a Non-Viability Event occurring may also have an adverse effect on the market price and liquidity of the Securities.

Furthermore, future regulatory or legislative developments, including relating to the Japanese capital adequacy regulations, or other factors (including changes in the official positions regarding application or interpretation of applicable laws and regulations) could lead to our issuing any subordinated debt securities in the future that have a write-down (or equity conversion) provision with procedures different from the Write-Down and Cancellation provisions of the Securities and that may have terms more favourable to holders of such securities compared to the Securities. Such developments or other factors could also lead to our exercising the option to redeem the Securities if the Securities should no longer be treated as our Additional Tier 1 capital under the Japanese banking regulations. As a consequence, the value of the Securities could be adversely affected.

The Securities will be subject to a Write-Down and Cancellation upon the occurrence of a Bankruptcy Event, in which case you will lose the entire value of your investment.

The Securities are intended to qualify as our Additional Tier 1 capital under the Japanese banking regulations and contain bankruptcy write-down provisions. Under such provisions, if a Bankruptcy Event occurs, the Securities will be subject to a Write-Down and Cancellation immediately upon the occurrence of a Bankruptcy Event, which means that the full principal amount of the Securities will be permanently written down to nil, that the Securities will be cancelled, and that you will be deemed to have irrevocably waived your right to claim or receive any payment of principal or interest on the Securities (including any Additional Amounts with respect thereto) unless such payments have become due and payable prior to the occurrence of the Bankruptcy Event and remain unpaid, as further described in the Conditions.

A Bankruptcy Event will be deemed to have occurred for purposes of the Securities when bankruptcy proceedings, corporate reorganisation proceedings, civil rehabilitation proceedings or special liquidation proceedings (*tokubetsu seisan*) are commenced against the Issuer in Japan.

Upon the occurrence of a Bankruptcy Event, a Write-Down and Cancellation of the Securities will occur even if we have, or are restructured solely by such Write-Down and Cancellation to have, sufficient assets available to fulfil our obligations under, or settle the claims of holders of, the Securities or other liabilities that rank *pari passu* with or junior to the Securities, or any classes of common shares or preferred shares, in each case which do not contain similar write-down provisions, and even if such other liabilities or shares remain outstanding after the occurrence of a Bankruptcy Event. Under current Japanese insolvency laws, such liabilities or shares which do not contain similar write-down provisions may not become subject to a full write-down in an insolvency proceeding, including due to the amount of the Issuer's residual assets. As a result, the holders of the Securities may also recover less rateably, if at all, than the holders of liabilities that rank *pari passu* with or junior to the Securities, or any classes of common shares or preferred shares, in each case which do not contain similar write-down provisions.

Furthermore, except for claims for payments under the Securities that have become due and payable prior to the occurrence of a Bankruptcy Event, upon the occurrence of a Bankruptcy Event, you will have no rights whatsoever under the Securities or the Trust Deed to take any action or enforce any rights or to instruct the Trustee to take any action or enforce any rights whatsoever, may not exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to you by us under, or in connection with, the Securities, and will not be entitled to make any claim in any bankruptcy, insolvency, liquidation or similar proceedings involving us or have any ability to initiate or participate in any such proceedings. Upon the occurrence of a Bankruptcy Event, you will not receive any shares or other participation rights in the Issuer or be entitled to any other participation in the upside potential of any equity or debt securities of the Issuer, or be entitled to any compensation in the event of any change in the Issuer's potential recovery.

In addition, you will have no right to receive any compensation whatsoever for any loss resulting from a delay between the occurrence of a Bankruptcy Event and your receipt of any notice of the ensuing principal write-down or between the occurrence of a Bankruptcy Event and the processing by the Clearing Systems of any relevant write-down notice. See "— Following a Non-Viability Event, a Bankruptcy Event or a Capital Ratio Event, clearance and settlement of Securities will be suspended and may not be completed as expected or at all"

By your purchase or acquisition of the Securities, you will be deemed to have agreed to the foregoing.

The Securities will be subject to a Going Concern Write-Down upon the occurrence of a Capital Ratio Event, in which case you will lose all or part of the value of your investment.

The Securities are intended to qualify as our Additional Tier 1 capital under the Japanese banking regulations and contain capital inadequacy write-down provisions. Under such provisions, a Capital Ratio Event will be deemed to have occurred for purposes of the Securities when our consolidated Common Equity Tier 1 ratio declines below 5.125% as set out in the Conditions. If a Capital Ratio Event occurs, the Securities will be subject to a Going Concern Write-Down (as defined in the Conditions) on the Going Concern Write-Down Date as set out in the Conditions, which means that the principal amount of the Securities will be written down to such extent determined necessary by us in consultation with the FSA that

such Going Concern Write-Down and a write-down of the principal amount of (or conversion into equity, if applicable, of) all other outstanding debt securities that are intended to qualify as our Additional Tier 1 capital, which is triggered by the same Capital Ratio Event, will result in an increase in our consolidated Common Equity Tier 1 ratio to a sufficient level exceeding 5.125%. If this capital inadequacy write-down mechanism, when implemented to the full extent, is expected to result in an increase in our consolidated Common Equity Tier 1 ratio to a level short of 5.125%, the principal amount of the Securities per AUD1,000 in original principal amount will be reduced to one cent per AUD1,000 of the original principal amount, and no interest will accrue on the Securities thereafter. You will be deemed to have irrevocably waived your right to claim or receive payments of principal of or interest on the Securities (including any Additional Amounts with respect thereto) to the extent of such Going Concern Write-Down unless such payments have become due and payable prior to the occurrence of the Capital Ratio Event and remain unpaid or unless and to the extent any portion of the principal amount that has previously been so written down is reinstated in accordance with write-up provisions under the Securities and the Trust Deed.

There has been no implementation to date under Japanese banking regulations of a going concern write-down of additional tier 1 debt securities. The amount that would be sufficient to restore our consolidated Common Equity Tier 1 ratio above 5.125% is not necessarily the exact amount by which it exceeds 5.125%, and will be determined by us in consultation with the FSA and taking all other relevant considerations applicable at the relevant time.

It is uncertain as to what level above 5.125% would be considered sufficient to restore our Common Equity Tier 1 ratio at any time, and it is possible that similar circumstances may lead to different results. As a result, it is difficult to predict the level of any Going Concern Write Down that may be determined upon occurrence of a Capital Ratio Event.

Upon the occurrence of a Capital Ratio Event, a Going Concern Write-Down of the Securities will occur even if we have, or are restructured solely by such Going Concern Write-Down to have, sufficient assets available to fulfil our obligations under, or settle the claims of holders of, the Securities or other liabilities that rank *pari passu* with or junior to the Securities, or any classes of common shares or preferred shares, in each case which do not contain similar write-down provisions, and even if such other liabilities or shares remain outstanding after the occurrence of the Capital Ratio Event. Under current Japanese laws and regulations, none of such liabilities or shares which do not contain similar write-down provisions will be generally subject to any write-down or conversion to common shares, unless we become subject to court-administered insolvency proceedings, and even if a Capital Ratio Event occurs, we may not be subject to court-administered insolvency proceedings. As a result, the holders of the Securities may also recover less rateably, if at all, than the holders of liabilities that rank *pari passu* with or junior to the Securities, or any classes of common shares or preferred shares, in each case which do not contain similar write-down provisions.

Furthermore, except for claims for payments under the Securities that have become due and payable prior to the occurrence of a Capital Ratio Event or to the extent of any remaining principal amount of the Securities, upon the occurrence of a Capital Ratio Event, you will have no rights whatsoever under the Securities or the Trust Deed to take any action or enforce any rights or to instruct the Trustee to take any action or enforce any rights whatsoever, may not exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to you by us under, or in connection with, the Securities, and will not be entitled to make any claim in any bankruptcy, insolvency, liquidation or similar proceedings involving us or have any ability to initiate or participate in any such proceedings, in each case, to the extent such right, instruction, exercise, claim and pleading, pertains to principal of the Securities that have been or will be subject to a Going Concern Write-Down as a result of Capital Ratio Event having occurred, or interest thereon. Upon the occurrence of a Capital Ratio Event, you will not receive any shares or other participation rights in the Issuer or be entitled to any other participation in the upside potential of any equity or debt securities of the Issuer, or be entitled to any compensation in the event of any change in the Issuer's potential recovery, except for any optional write-up.

Moreover, although the Securities have an optional write-up feature as set out in the Conditions, such write-up option is not only subject to our sole discretion but also unlikely to be exercised in practice following any Going Concern Write-Down. You should not invest in the Securities with the expectation that we will exercise this option.

In addition, you will have no right to receive any compensation whatsoever for any loss resulting from a delay between the occurrence of a Capital Ratio Event and your receipt of any notice of the ensuing principal write-down or between the occurrence of a Capital Ratio Event and processing by the Clearing Systems of any relevant write-down notice. See "— Following a Non-Viability Event, a Bankruptcy Event or a Capital Ratio Event, clearance and settlement of Securities will be suspended and may not be completed as expected or at all".

If the Securities have been subject to one or more Going Concern Write-Downs, unless such written down amount has been reinstated in full, we do not have the option to redeem the Securities after the First Reset Date, except upon the occurrence of certain tax events or our determination that there is more than an insubstantial risk that the Securities may no longer be included in our Additional Tier 1 capital. On the other hand, we will continue to have the option to redeem at any time the Securities in whole, but not in part, upon the occurrence of certain tax events or our determination that there is more than an insubstantial risk that the Securities may no longer be included in our Additional Tier 1 capital as set out in the Conditions. See "— We may redeem the Securities in our sole discretion on or after the First Reset Date or at any time for regulatory or tax reasons, subject to certain conditions".

By your purchase or acquisition of the Securities, you will be deemed to have agreed to the foregoing.

The circumstances surrounding or triggering a Capital Ratio Event, including future regulatory changes, are unpredictable.

The occurrence of a Capital Ratio Event is inherently unpredictable and depends on a number of factors, any of which may be outside our control.

A Capital Ratio Event may occur on any date on which we report or publicly announce that our consolidated Common Equity Tier 1 ratio has fallen below 5.125% as determined in accordance with applicable Japanese banking regulations. Although we currently publicly report our consolidated Common Equity Tier 1 ratio only on a quarterly basis about 45 days after the end of each of our financial quarters, the FSA, as part of its supervisory activity, may require us to calculate and report such ratio as of any date followed by an inspection by the FSA.

Changes in our consolidated Common Equity Tier 1 ratio may be caused by changes in the amount of our Common Equity Tier 1 Capital and/or risk-weighted assets. Accordingly, our consolidated Common Equity Tier 1 ratio could be affected by one or more factors, including changes in, or our decision relating to, our business and our future earnings, dividend payments and share buybacks, regulatory changes (including changes to definitions, interpretations and calculations of regulatory capital ratios and their components, including Common Equity Tier 1 Capital and risk-weighted assets), revisions to models used by us to calculate our capital requirements (or revocation of, or amendments to, the regulatory permissions for using such models), actions that we are required to take at the discretion of the FSA or other relevant Japanese supervisory authorities, accounting rule changes, tax law changes, our decision or ability to manage risk-weighted assets in both our ongoing businesses and those we may seek to exit, our decision or ability to refinance regulatory capital instruments under terms and conditions similar or more favourable compared to prior financing, securities market fluctuations, and foreign currency movements. See "Item 3.D. Key Information — Risk Factors — Risks Related to Our Ability to Meet Regulatory Capital Requirements" and "Item 4.B. Information on the Company — Business Overview — Supervision and Regulation" in the 2026 Form 20-F.

Any of the foregoing and other changes and variables may individually or in the aggregate negatively affect our consolidated Common Equity Tier 1 ratio and thus increase the risk of a Capital Ratio Event at any time, the occurrence of which would lead to a Going Concern Write-Down, as a result of which you could lose all or part of the value of your investment in the Securities. The market price of the Securities is expected to be affected by changes in our consolidated Common Equity Tier 1 ratio. We may decide not to take any measures, including raising capital at a time when it is feasible to do so, even if our failure to take such an action would result in the occurrence of a Capital Ratio Event. Our decisions could cause you to lose all or part of the value of your investment in the Securities due to their effect on our Common Equity Tier 1 ratio, but you will not have any claim against us relating to such decisions, even if they result in the occurrence of a Capital Ratio Event. We will have no obligation to consider the interests of the holders of the Securities when making decisions relating to our businesses and operations, including

in respect of our capital management. As a result, in making such decisions, our interests may not be aligned with those of the holders of the Securities.

Because of the inherent uncertainty regarding whether a Capital Ratio Event will occur, it will be difficult to predict when, if at all, a Going Concern Write-Down may occur. Accordingly, the market value of the Securities may not necessarily be evaluated in a manner similar to other types of debt securities issued by non-financial institutions or by financial institutions subject to different regulatory regimes. In addition, the trading behaviour of the Securities may not necessarily follow the trading behaviour of other types of securities. Any indication or perception that we are approaching circumstances that could result in a Capital Ratio Event occurring may also have an adverse effect on the market price and liquidity of the Securities.

Furthermore, future regulatory or legislative developments, including relating to the Japanese capital adequacy regulations, or other factors (including changes in the official positions regarding application or interpretation of applicable laws and regulations) could lead to our issuing any subordinated debt securities in the future that have a write-down (or equity conversion) provision with procedures different from the Going Concern Write-Down provisions of the Securities and that may have terms more favourable to holders of such securities compared to the Securities. Such developments or other factors could also lead to our exercising the option to redeem the Securities if the Securities should no longer be treated as our Additional Tier 1 capital under the Japanese banking regulations. As a consequence, the value of the Securities could be adversely affected.

We may cancel interest payments on the Securities, in whole or in part, at any time. Cancelled interest will not be due and will not accumulate or be payable at any time thereafter, and you will have no rights with respect to cancelled interest.

Interest payments on the Securities will be cancelled at our sole discretion, and we will have absolute discretion at all times and for any reason to cancel any interest payment, in whole or in part, that would otherwise be payable on any Interest Payment Date, as set out in the Conditions. Interest will only be due and payable on an Interest Payment Date to the extent it is not cancelled in accordance with the terms of the Securities. If we determine not to make an interest payment on any Interest Payment Date (or if we determine to make a payment of a portion, but not all, of such interest payment), such determination will be sufficient to effect the cancellation of such interest payment (or the portion of such interest payment) without any further action being taken or any other condition being satisfied and the non-payment will evidence the exercise of our determination to cancel such interest payment (or the portion of such interest payment not paid). If we cancel any scheduled interest payment, such interest payment will not be or become due and will not accumulate or be payable at any time thereafter, and in no event will you have any right to or claim against us with respect to such interest amount or be able to accelerate the principal of the Securities as a result of such interest cancellation. Furthermore, no cancellation of interest in accordance with the terms of the Securities will constitute a default in payment or otherwise under the terms of the Securities and the Trust Deed. There can, therefore, be no assurances that you will receive interest payments in respect of the Securities.

Since the Securities are intended to qualify as our Additional Tier 1 capital, we may cancel any interest payment, in whole or in part, on the Securities at our sole discretion, in which case such interest payment will not become due and will not accumulate or be payable at any time thereafter, and, notwithstanding such cancellation or that the Securities rank senior to the Issuer's common shares, we may use funds that could have been applied to make such cancelled interest payments to pay dividends on our common shares or preferred shares, if any, or to meet our other obligations as they become due, including on any junior or parity liabilities (such as any other series of Additional Tier 1 debt securities we may issue), subject to certain limited restrictions as set out in the Conditions. As a result, the holders of the Securities may also recover, if at all, less rateably than the holders of liabilities that otherwise rank *pari passu* with or junior to the Securities, or any classes of common shares or preferred shares.

If practicable, we will endeavour to provide notice of any cancellation of interest (in whole or in part) to you through the Clearing Systems and to the Trustee at least ten business days prior to the relevant interest payment date, and if delayed, we will endeavour to provide such notice as soon as possible. However, failure or delay to provide such notice will not have any impact on the effectiveness of, or otherwise invalidate, any such cancellation of interest, or give you any rights as a result of such failure.

The secondary market for the Securities may have certain expectations with respect to our making interest payments in the future on the basis of past practice, and these expectations may be reflected in the secondary trading prices of the Securities.

Any cancellation of interest payments in whole or in part will likely result in a material adverse effect on the market value and liquidity of the Securities.

In addition to our right to cancel (in whole or in part) interest payments at any time, the terms of the Securities also restrict us from making interest payments on the Securities if we have insufficient distributable funds, in which case such interest will be deemed to have been cancelled. Interest that is deemed cancelled will not be due and shall not accumulate or be payable at any time thereafter and you will have no rights thereto.

We will not make an interest payment on the Securities on any Interest Payment Date if and to the extent that the amount of funds available for payment of interest on the Securities falls short of the amount of interest payable on the Securities, as set out in the Conditions. The amount of such available funds in respect of any Interest Payment Date will be an amount equal to (1) the Issuer's distributable amount as defined in the Company Law (as defined in the Conditions) on such date (after deducting the sum of any dividends or interest that has been paid on the Securities and any liabilities of the Issuer that are subject to substantially the same terms in respect of interest payments as those of the Securities, and any securities effectively ranking junior in right of interest payments to the Securities in respect of their terms, from the beginning of the fiscal year in which such date falls until the day immediately prior to such date), multiplied by (2) the quotient of (i) the amount of interest payable on the Securities on the Interest Payment Date divided by (ii) the sum of interest payable on the Securities and dividends or interest payable on most senior ranking class of preferred shares in our capital, if any, and any other securities that are subject to substantially the same terms in respect of rights of interest payments as those of the Securities as set out in the Conditions, on the same Interest Payment Date. The Issuer's distributable amount is the amount of surplus of its net assets over its capital and statutory reserves with adjustments calculated on a non-consolidated basis under the accounting principles generally accepted in Japan in accordance with the Company Law. Any adverse change in our financial position or profitability, or the Issuer's distributable amount, as calculated on a non-consolidated basis, may have a material adverse effect on our ability to make interest payments on the Securities.

Any interest cancelled in respect of the Securities on any relevant Interest Payment Date will not be due and will not accumulate or be payable at any time thereafter, and you will have no rights thereto or to receive any additional interest or compensation as a result of such cancellation or deemed cancellation. Furthermore, no cancellation of interest in accordance with the terms of the Securities will constitute a default in payment or otherwise under the terms of the Securities and the Trust Deed.

If practicable, we will endeavour to provide notice of any cancellation of interest (in whole or in part) to you through the Clearing Systems and to the Trustee at least ten business days prior to the relevant Interest Payment Date. However, failure to provide such notice will not have any impact on the effectiveness of, or otherwise invalidate, any such cancellation of interest, or give you any rights as a result of such failure.

We have outstanding Parity Securities, and we may issue new Parity Securities that may reduce amounts available to pay interest on the Securities and may also issue other securities effectively having priority over the Securities with respect to interest or dividend payments.

Under the Conditions, the amount of funds available for any interest payment on the Securities on any Interest Payment Date will be prorated with all Parity Securities (as defined in the Conditions), which are subject to effectively the same terms in respect of rights of interest payments as those of the Securities as set out in the Conditions.

In addition, any amount that may be allocated to an interest payment on the Securities on an Interest Payment Date may be reduced or depleted if we elect to pay dividends on the shares of our common stock or preferred shares, if any, from our distributable funds prior to such Interest Payment Date on the Securities. We usually pay year-end dividends in June to the holders of record of our common stock as of March 31 and semi-annual dividends in December to the holders of record of our common stock as of September 30, if we elect to pay any dividend.

Furthermore, in making any determination with respect to the payment or cancellation of any interest payments on the Securities, we may take into consideration our contractual obligations under the Securities as well as factors beyond any contractual limitations or obligations. In particular, even when we have the financial ability to make interest payments on the Securities, we may determine to cancel interest payments on the Securities in consideration of such contractual obligations related to, as well as fairness to holders of, other Parity Securities, preferred shares or common shares to whom we may not be able to pay dividends or interest.

We currently have outstanding Parity Securities, and we are authorised to issue additional shares of common stock and several classes of preferred shares under our articles of incorporation. The Trust Deed contains no restrictions on further issuances of such shares, Securities or such Parity Securities or other securities effectively having priority over the Securities with respect to interest or dividend payments in the future, although we currently have no outstanding preferred shares. As a result, your *pro rata* share in any amount that may be allocated from our distributable funds to interest or dividend payments, or our ability to make interest payments on the Securities, could be reduced or negatively affected.

Regulatory capital and other requirements may result in restrictions on our ability to make distributions in certain circumstances, in which case we may reduce or cancel interest payments on, or may be unable to redeem or repurchase, the Securities.

The bank capital and other regulatory frameworks to which we are subject require us to hold certain levels of capital, including Common Equity Tier 1 capital and additional loss absorbing capacity. A failure to hold sufficient levels of capital as required by these frameworks (as may be amended from time to time) may result in restrictions on distributions being applied pursuant to which we will make a determination to cancel, in whole or in part, interest payments in respect of the Securities. Cancellation, in whole or in part, of interest payments in respect of the Securities may affect the value of your investment in the Securities.

Under the regulatory capital standards adopted by the FSA, we are currently required, on a consolidated basis, to hold a minimum amount of total regulatory capital of 8.0% of risk weighted assets, a minimum amount of Tier 1 capital of 6.0% of risk weighted assets and a minimum amount of Common Equity Tier 1 capital of 4.5% of risk weighted assets. In addition to these minimum requirements, we are required to maintain several regulatory capital buffers, on a consolidated basis, with Common Equity Tier 1 capital. Such regulatory capital buffers, as currently applied to us, consist of a capital conservation buffer of 2.5%, a G-SIB surcharge of 1.5% and a countercyclical buffer ranging from 0% to 2.5% to be calculated as the weighted average of the buffers deployed across all of the jurisdictions to which we have credit exposures which is 0.19% as of 30 June 2026. Furthermore, under the leverage ratio regulations adopted by the FSA, we are currently required to maintain a minimum leverage ratio of 3.15% *plus* a G-SIB leverage ratio buffer equal to 50% of the applicable G-SIB surcharge, which is currently 0.75%, *plus* 0.05%. In addition, under the Japanese TLAC Standard, a Japanese G-SIB, including us, is also currently required to maintain certain minimum levels of External TLAC in an amount not less than 18% of its consolidated risk-weighted assets and 7.10% of the applicable Basel III leverage ratio denominator. See "Item 4.B. Information on the Company — Business Overview — Supervision and Regulation — Japan" in the 2026 Form 20-F.

As a G-SIB, we may be subject to stricter capital ratio requirements in the future. In addition, there may be future developments or changes in laws, regulations or rules regarding bank regulatory capital which may require us to reserve greater regulatory capital or buffer capital.

If we fail to meet the regulatory capital buffer requirements or the leverage ratio buffer requirements, including if the capital buffers are used and reduced below the required level to make up for our required External TLAC ratio on a risk-weighted assets basis, under the Japanese capital distribution constraints system, the FSA may order us to submit and carry out a capital distribution constraints plan. A capital distribution constraints plan must be reasonably designed to restore the required regulatory capital buffers or the required leverage ratio buffer by restricting capital distributions, such as dividends, interest payments on the Securities, share buybacks, redemption and repurchases of the Securities, and bonus payments, up to a certain amount depending on the level of the deficit in our regulatory capital buffers or leverage ratio buffer. As a consequence, in the event that our consolidated Common Equity Tier 1 capital is insufficient to meet the regulatory capital buffer requirements or the leverage ratio buffer requirements

applicable to us, we will make a determination to cancel interest payments, in whole or in part, in respect of the Securities.

Furthermore, if we make a determination to cancel interest payments in respect of the Securities pursuant to a capital distribution constraints plan, we are not restricted from making any dividend or interest payments on our common shares or any Parity Securities or other liabilities. By your purchase or acquisition of the Securities, you will be deemed to have agreed to be bound by such interest cancellation provisions in respect of the Securities.

The Securities may be traded with accrued interest, but under certain circumstances described above, such interest may be cancelled and not paid on the relevant Interest Payment Date.

The Securities may trade, and/or the prices for the Securities may appear, on the trading systems with accrued interest. If this occurs, purchasers of Securities in the secondary market may pay a price that includes such accrued interest upon purchase of the Securities.

Moreover, the secondary market for the Securities may have certain expectations with respect to our making interest payments in the future on the basis of past practice, and these expectations may be reflected in the secondary trading prices of the Securities. However, if a payment of interest on any Interest Payment Date is cancelled (in each case, in whole or in part) as described herein and thus is not due and payable, purchasers of the Securities will not be entitled to that interest payment (or if we elect to make a payment of a portion, but not all, of such interest payment, the portion of such interest payment not paid) on the relevant Interest Payment Date.

Any cancellation of interest payments in whole or in part may, in turn, adversely affect your ability to sell your Securities in the secondary market and, as a result, the value and liquidity of your investment in Securities.

The Securities constitute subordinated obligations.

The Securities will constitute direct and unsecured obligations of the Issuer that are conditional and perpetual and, in the event of its liquidation, subordinated to all of the existing and future obligations (including fixed-term subordinated obligations) of the Issuer other than liabilities under the Securities and its liabilities that rank effectively *pari passu* with or subordinate to the Securities as to liquidation distributions, and will rank *pari passu* with the Issuer's liabilities that rank effectively *pari passu* with the Securities as to liquidation distributions, subject to a principal write-down, as set out in the Conditions.

Upon the occurrence of a Liquidation Event, your right of payment as a holder of Securities will rank senior in priority only to any payments to holders of the Issuer's common shares, and its assets will be applied to satisfy all claims of creditors that are senior to the claims of holders of Securities before being applied to satisfy your claims. If the Issuer does not have sufficient assets to settle claims of such senior creditors in full, your claims will not be settled and, as a result, you will lose the entire amount of your investment in the Securities. In case of a Liquidation Event, the Securities will share equally in payment with claims in respect of liabilities ranking *pari passu* as to liquidation distributions with the Securities, including any other Additional Tier 1 securities and the most senior ranking class of preference shares in priority of payment as to liquidation distributions in the Issuer's capital from time to time, if the Issuer does not have sufficient funds to make full payments on all of them, as applicable. In such a situation, you may lose all or part of your investment. As a practical matter, if a Non-Viability Event, Bankruptcy Event or Capital Ratio Event occurs, the principal amount of the Securities will be written down in whole or in part, and as a result, you may recover, if at all, less rateably than the holders of liabilities or shares that otherwise rank *pari passu* with or junior to the Securities, but that do not contain similar write-down provisions.

Subject to compliance with applicable regulatory requirements, we expect from time to time to incur additional indebtedness or other obligations that will constitute senior or subordinated indebtedness, and neither the Securities nor the Trust Deed contains any provisions restricting the ability of us or our subsidiaries to incur senior or subordinated indebtedness. Although the Securities may pay a higher rate of interest than comparable securities which are not so subordinated, you may lose all or some of your investment in the Securities upon the occurrence of a Liquidation Event since the Issuer's assets will be available for any payment to you only after all of its senior and more senior subordinated creditors have been paid in full. In the future, we may also incur indebtedness that ranks *pari passu* with or junior to the

Securities but are not subject to write-down provisions similar to those of the Securities, which may provide for a higher recovery than the Securities as a result of the effects of any write-down of the principal amount of the Securities.

Pursuant to the provisions of the Company Law, the holders of the Issuer's liabilities (both subordinated and unsubordinated) will be required to file their claims in Japan in a liquidation proceeding (*seisan*) upon the occurrence of a Liquidation Event. Upon the expiration of the period for filing such claims, the Issuer's liabilities under the claims filed will be performed or settled in a liquidation proceeding pursuant to the provisions of the Company Law and other applicable laws. We will have no liability to you for any loss resulting from your failure to receive any distribution, or from any delay in the receipt thereof, in each case as a result of your (or your custodian, nominee, broker or other representative) failing to duly file their claims in Japan in a timely manner or at all.

The Trust Deed does not contain any limitations on our incurrence or assumption of indebtedness or other liabilities that are senior to the Securities.

In addition, the Securities will be structurally subordinated to the liabilities of MUFG's subsidiaries. See "— The Securities are structurally subordinated to the liabilities of the Issuer's subsidiaries, including the Bank, the Trust Bank, the Securities HD and MUMSS".

The Securities are structurally subordinated to the liabilities of the Issuer's subsidiaries, including the Bank, the Trust Bank, the Securities HD and MUMSS.

Your claim as a holder of the Securities is structurally subordinated to the liabilities of the Issuer's banking and other subsidiaries, including the subsidiaries' liabilities for deposits, borrowed money, derivative transactions and trade payables. As a holder of the Securities, you will only be entitled to assert a claim as a creditor of the Issuer and to be paid out of the Issuer's assets. If any subsidiary of the Issuer becomes subject to insolvency or liquidation proceedings, you will have no right to proceed against the subsidiary's assets.

The Issuer is a holding company that currently has no significant assets other than its investments in, or loans to, its subsidiaries, and its ability to service its debt obligations, including its obligations under the Securities, depends on the dividends, loan payments and other funds the Issuer receives from its subsidiaries and affiliates. The Issuer may not be able to receive such funds from subsidiaries or affiliates due to adverse changes in their financial performance or material deterioration in its financial condition, restrictions imposed as a result of such deterioration by relevant laws and regulations, including general corporate law limitations as well as banking and other regulations, or any contractual obligations, including loss absorption requirements, applicable to the subsidiary or affiliate. Furthermore, if a subsidiary becomes subject to insolvency or liquidation proceedings, the Issuer's right to participate in the subsidiary's assets will be subject to the prior claims of the creditors and any preference shareholders of the subsidiary, except where the Issuer is a creditor or preference shareholder with claims that are recognized to be ranked ahead of, or *pari passu* with, such claims. As a result, you may not recover in full your investment in the Securities even though other investors in or creditors of the Issuer's subsidiaries may recover their investments in full.

The Issuer's loans to, or investments in capital instruments issued by, its subsidiaries to be made with the net proceeds from the sale of the Securities or other debt instruments of the Issuer may contain contractual mechanisms that, upon the occurrence of a trigger event relating to prudential or financial condition or other events applicable to the Issuer or its subsidiaries under regulatory requirements, will result in a write-down, write-off or conversion into equity of such loans or investments, or other changes in the legal or regulatory form or the ranking of the claims the Issuer has against the subsidiaries. For example, to ensure that each of its material subsidiaries in Japan deemed systemically important by the FSA maintains the minimum level of Internal TLAC required pursuant to the Internal TLAC requirements in Japan, or to comply with the capital adequacy regulations applicable to its material subsidiaries, MUFG has extended, and plans to extend, to its material subsidiaries, which are currently the Bank, the Trust Bank and MUMSS, using the net proceeds from the sale of the Securities and other debt instruments, subordinated loans that are intended to qualify as Internal TLAC instruments pursuant to the Internal TLAC requirements, their Tier 2 capital instruments or Additional Tier 1 capital instruments or other regulatory capital instruments pursuant to the applicable capital adequacy regulations, as applicable, in Japan, including those relating to contractual loss absorption provisions (the "**Contractual Loss Absorption Provisions**"), that will discharge or extinguish the loans or convert them into ordinary shares of the

subsidiaries if the FSA determines that the relevant subsidiaries are non-viable due to material deterioration in their financial condition. Any such contractual mechanism, if triggered, could adversely affect the Issuer's ability to obtain repayment of such loans and investments and to meet its obligations under the Securities as well as the value of the Securities.

We may redeem the Securities in our sole discretion on the First Reset Date or any subsequent Reset Date or at any time for regulatory or tax reasons, subject to certain conditions.

We may in our sole discretion redeem the Securities in whole, but not in part, on each Reset Date at 100% of their principal amount *plus* any accrued and unpaid interest to (but excluding) the date of redemption, except to the extent of any interest cancelled in accordance with the terms of the Securities, unless the Securities have been subject to one or more Going Concern Write-Downs and such written down amount has not been reinstated in full on the date fixed for redemption, as set out in the Conditions. In addition, we have the option at any time to redeem the Securities in whole, but not in part, at 100% of their principal amount outstanding at the time *plus* any accrued and unpaid interest to (but excluding) the date of redemption, except to the extent of any interest cancelled in accordance with the terms of the Securities, upon our determination that there is more than an insubstantial risk that the Securities may no longer be included in our Additional Tier 1 capital, or upon the occurrence of certain tax events, each as set out in the Conditions regardless of whether such redemption would be favourable or unfavourable to you. Any such redemption is subject to certain conditions, including our obtaining prior confirmation of the FSA (if such confirmation is required under Japanese banking laws and regulations then in effect).

Any decision by us as to whether we will exercise our option to redeem the Securities will be made in our absolute discretion, subject to certain conditions. Our decision may be influenced by factors such as, but not limited to, the economic impact of exercising such option to redeem the Securities, the applicable capital, TLAC, and other regulatory requirements, any tax consequences, and the prevailing market conditions. We may, for example, decide to redeem the Securities if the interest payable on the Securities is greater than the interest that would be payable on our other financial instruments of comparable terms and of a comparable credit rating.

You will not have the right to request the redemption of the Securities. As a result, you may be required to bear the financial risks of an investment in the Securities permanently. You should not invest in the Securities with the expectation that we will exercise our option to redeem them. On the other hand, if we redeem the Securities, you may not be able to reinvest the redemption proceeds in financial instruments offering a yield comparable to that on the Securities. Furthermore, the redemption feature of the Securities (and, in particular, any market perception that a call right may be exercised) may limit their market value, which is unlikely to rise substantially above the price at which the Securities can be redeemed.

The remedies available to you as holders of the Securities are limited.

There is no right of acceleration in the case of non-payment of principal of or interest on the Securities or of a failure to perform any of our obligations under or in respect of the Securities. You may not at any time demand repayment or redemption of the principal amount of the Securities. Moreover, by your purchase or acquisition of the Securities, you will be deemed to have agreed to have no rights to take any action or enforce any rights or to instruct the Trustee to take any action or enforce any rights whatsoever in connection with the Securities upon the occurrence of a Non-Viability Event, Bankruptcy Event or Capital Ratio Event.

Upon the occurrence of a Liquidation Event, the sole remedy against the Issuer practically available for recovery of amounts owing under the Securities is that, subject to certain conditions, the Trustee may, at its discretion or, subject to the conditions set out in the Trust Deed, following a request from holders of at least 25% in aggregate Current Principal Amount of the outstanding Securities, on behalf of the holders of the Securities and subject to applicable laws, file liquidation claims in the Issuer's liquidation proceedings.

The remedies under the Securities are more limited than those typically available to our other creditors.

Following a Non-Viability Event, a Bankruptcy Event or a Capital Ratio Event, clearance and settlement of Securities will be suspended and may not be completed as expected or at all.

Upon the occurrence of a Non-Viability Event, a Bankruptcy Event or a Capital Ratio Event, we will endeavour to deliver a notice of principal write-down to the holders of the Securities as set out in the Conditions.

In the case of a full write-down, following the receipt of such write-down notice, the Clearing Systems are expected to suspend all clearance and settlement of transfers through the Clearing Systems of the Securities. Due to such suspension, you may not be able to settle any transfer of Securities even if the transfer is initiated prior to such suspension.

The Clearing Systems' processing of such write-down notice may only be completed after the date on which the relevant principal write-down is scheduled. No assurance can be given as to the period of time required by the Clearing Systems to complete the update of their records or the availability of procedures to effect any principal write-down in a timely manner or at all. Due to such delay or unavailability, a transfer that is initiated prior to a Non-Viability Event, a Bankruptcy Event or a Capital Ratio Event, as the case may be, may fail to settle and the transferor may be unable to receive any settlement amount through the Clearing Systems. On the other hand, a transfer may be settled though initiated after a Non-Viability Event, a Bankruptcy Event or a Capital Ratio Event, as the case may be, if processed before the Clearing Systems' suspension, in which case the transferee may be required to pay the settlement amount through the Clearing Systems.

However, no right to recover or receive compensation for any loss resulting from any such settlement or failed settlement will be available to you once a Non-Viability Event, a Bankruptcy Event or a Capital Ratio Event, has occurred, regardless of whether you have received actual or constructive notice of such fact or otherwise. See "— The Securities will be subject to a Write-Down and Cancellation upon the occurrence of a Non-Viability Event, in which case you will lose the entire value of your investment", "— The Securities will be subject to a Write-Down and Cancellation upon the occurrence of a Bankruptcy Event, in which case you will lose the entire value of your investment" and "— The Securities will be subject to a Going Concern Write-Down upon the occurrence of a Capital Ratio Event, in which case you will lose all or part of the value of your investment".

As a result, notwithstanding such delay or unavailability, holders of Securities may lose the entire or the relevant partial value of their investment in Securities on the date on which the relevant full or partial principal write-down occurs. Furthermore, the conveyance of a write-down notice and settlement with respect to Securities following a Non-Viability Event, a Bankruptcy Event or a Capital Ratio Event will be subject to such procedures of the Clearing Systems and the relevant participants as may be in effect from time to time.

The Trust Deed contains no restrictions on our ability to incur future indebtedness, pledge or dispose of our assets, or make dividend or other payments and provides limited protection against significant corporate events and other actions we may take that could adversely impact your investment in the Securities.

The Trust Deed contains no restrictions on the amount of securities or other liabilities which we may issue, incur or guarantee, including secured obligations and unsecured obligations that rank senior to the Securities or that rank *pari passu* with the Securities or that rank junior to the Securities. We may incur indebtedness that ranks senior to, *pari passu* with or junior to the Securities, including such indebtedness not having write-down provisions similar to the Securities, at any time and in any currency and with any maturity as we deem appropriate. An increase in the outstanding amount of such securities or other liabilities may limit our ability to meet the obligations under the Securities, thereby increasing the likelihood of cancellation of interest payments, and may also reduce the amount recoverable by you upon liquidation of the Issuer.

Except as required by applicable capital, liquidity and other regulatory requirements, and except in cases where we are restricted from making dividend or interest payments as set out in the Conditions, the Trust Deed also contains no restrictions on our ability to pledge or dispose of our assets, make investments, or repurchase shares or pay dividends or make other payments in respect of our common stock

or other securities, any of which could adversely affect our ability to pay our obligations under the Securities.

In addition, except as required by applicable capital, liquidity and other regulatory standards, the Trust Deed contains no financial covenants, including those requiring us to maintain any financial ratios or specific levels of net worth, revenues, income, cash flow or liquidity. The Trust Deed does not contain provisions that restrict mergers or changes of control of the Issuer.

The amount of any interest cancellation, principal write-down or write-up, or recovery in proceedings in Japan on the Securities may be calculated and determined in Japanese yen, and you will not be compensated for any currency exchange loss resulting from any conversion of such amount into Australian dollars or other currencies.

If any interest payment in respect of the Securities is cancelled, in whole or in part, or if any portion of the principal amount of the Securities is written down or written up, we expect the amount of such interest cancellation or principal write-down or write-up to be calculated and determined based on our financial, regulatory capital ratio and other information prepared in Japanese yen in accordance with applicable Japanese laws and regulations, the accounting principles generally accepted in Japan and the terms of the Securities.

We expect to determine and apply to the Securities the value of any such amount converted into the currency in which the Securities are denominated in a manner we deem appropriate. In addition, if any recovery is obtained on the Securities in liquidation or other proceedings in Japan, the amount of such recovery may be denominated only in Japanese yen. As a result, the value of any such amount when and as converted into Australian dollars or any other currency will change, depending on the currency exchange rate applied at any given time, and fluctuations in the applicable foreign exchange rate may increase your risk of loss on your investment in the Securities if and to the extent you are managing your investment in Australian dollars or any currency other than the Japanese yen. Furthermore, any period of delay between the time when any such amount is determined in Japanese yen and the time when such amount is converted into Australian dollars or another currency may further increase your risk of loss as the applicable foreign exchange rate may fluctuate during such period. No interest or other compensation is payable on or for any loss incurred due to the impact of foreign exchange rate fluctuations on your investment in the Securities.

The Japanese tax treatment of a write-down or reinstatement of principal of the Securities is uncertain.

The Japanese tax treatment of the Securities in respect of the write-down of the principal and the future reinstatement of the principal is not clear, due to lack of court or tribunal precedents or official interpretation of the relevant tax authority on this point. Accordingly, different considerations may apply with respect to the treatment of the redemption gain or the redemption loss, meaning any positive or negative difference between the acquisition price of the interest-bearing debt securities of the holder and the amount which the holder receives upon redemption of such interest-bearing debt securities, set forth in "Japanese Taxation" in relation to the Securities, including whether the redemption loss that would otherwise be recognised can be recognised at the time of the write-down of the principal or whether any income or gains, withholdable or otherwise, arise as a result of the future reinstatement of the principal. The holders of the Securities should consult their own legal, tax, accountancy or other professional advisers in relation to the foregoing.

The Securities are intended to qualify as our External TLAC and as a result, the value of the Securities could be materially adversely affected, and you may lose all or a portion of your investments.

The Securities are intended to qualify as our External TLAC, debt under the Japanese TLAC Standard. The Securities are also intended to qualify also as our Additional Tier 1 capital under the applicable Japanese laws and regulations. As such, the Securities will be fully and permanently written down under their respective contractual terms, if the Issuer becomes subject to orderly resolution measures under the Deposit Insurance Act.

The TLAC standard in Japan (the "**Japanese TLAC Standard**"), which is applicable to globally systematically important banks ("**G-SIBs**") in Japan, including us, requires entities designated as Domestic Resolution Entities for Covered SIBs (as defined below) to meet certain minimum External TLAC requirements and to cause any of their material subsidiaries in Japan deemed systemically important by the

FSA and its subsidiaries, as a material sub-group, or their foreign subsidiaries and their subsidiaries subject to TLAC or similar requirements in the relevant jurisdictions to maintain certain minimum level of capital and the Internal TLAC.

The FSA has designated as Domestic Resolution Entities the ultimate holding companies in Japan for Japanese G-SIBs or for a domestic systemically important bank ("**D-SIB**"), deemed to be in particular need for a cross-border resolution arrangement and of particular systemic significance to the Japanese financial system if it fails (such G-SIBs and D-SIB, collectively, "**Covered SIBs**"). In the Japanese TLAC Standard, the FSA has designated the Issuer as the Domestic Resolution Entity for our Group, making the Issuer subject to the External TLAC requirements in Japan, and also designated the Bank, the Trust Bank and MUMSS as our material subsidiaries in Japan, which, together with their respective subsidiaries, as material sub-groups, are subject to the Internal TLAC requirements in Japan.

The Japanese TLAC Standard does not require that, in order for unsecured senior debt issued by the Domestic Resolution Entity for a G-SIB in Japan to qualify as External TLAC debt, such senior debt be subject to any contractual write-down, write-off or conversion provisions or to any subordination provisions so long as its creditors are recognised as structurally subordinated to the creditors of its subsidiaries and affiliates by the FSA on the ground that the amount of excluded liabilities of such Domestic Resolution Entity ranking *pari passu* with, or junior to, its unsecured senior liabilities does not exceed, in principle, 5% of the aggregate amount of its External TLAC. In contrast, under the Japanese TLAC Standard, Internal TLAC debt incurred by a material subsidiary of a G-SIB in Japan is required to be subject to Contractual Loss Absorption Provisions and to be subordinated to such subsidiary's excluded liabilities.

The resolution framework for financial institutions under the current Japanese laws and regulations includes (i) measures applied to financial institutions that are solvent on a balance sheet basis to prevent their failure and (ii) orderly resolution measures for financial institutions that have failed or are deemed likely to fail. The framework applies to banks and certain other financial institutions as well as financial holding companies, such as the Issuer. In the Japanese TLAC Standard and an explanatory paper outlining its approach for the introduction of the TLAC framework in Japan published by FSA, the FSA expressed its view that single point of entry ("**SPE**") resolution, in which a single national resolution authority applies its resolution tools to the ultimate holding company in Japan of a financial group, would be the preferred strategy for resolution of Covered SIBs in Japan. However, it is uncertain which measure is to be taken in a given case, including whether or not the SPE resolution strategy will actually be elected and implemented in a given case, and orderly resolution measures may be applied without implementing the measures described in (i) above. Under a possible model of resolution of a Japanese G-SIB based on the SPE resolution strategy as described in the Japanese TLAC Standard, if the FSA determines that a material sub-group in Japan of a financial institution that is a Japanese G-SIB is non-viable due to material deterioration in its financial condition and issues an order concerning restoration of financial soundness, including recapitalisation and restoration of liquidity of such material sub-group, to the Domestic Resolution Entity for the financial institution under Article 52-33, Paragraph 1 of the Banking Act of Japan (Act No. 59 of 1981), the relevant material subsidiary's Internal TLAC instruments will be written off or, if applicable, converted into equity in accordance with the applicable Contractual Loss Absorption Provisions of such Internal TLAC instruments. Following the write-off or conversion of Internal TLAC instruments, if the Prime Minister recognizes that the financial institution's liabilities exceed, or are likely to exceed, its assets, or that it has suspended, or is likely to suspend, payments on its obligations, as a result of the financial institution's loans to, or other investment in, the material subsidiary becoming subject to loss absorption or otherwise, and further recognizes that the failure of such financial institution is likely to cause a significant disruption to the Japanese financial market or system, the Prime Minister may, following deliberation by the Financial Crisis Response Council, confirm that Specified Item 2 Measures (*tokutei dai nigo sochi*), need to be applied to the financial institution for its orderly resolution.

Under the capital adequacy regulations in Japan, any confirmation (*nintei*) by the Prime Minister that Specified Item 2 Measures (*tokutei dai nigo sochi*) need to be applied to a bank holding company will trigger the point of non-viability clauses of Tier 2 and Additional Tier 1 instruments (such as the Securities) issued by such bank holding company, causing such instruments to be written off or, if applicable, converted into equity. Any such confirmation that Specified Item 2 Measures (*tokutei dai nigo sochi*) need to be applied to the Issuer constitutes a Non-Viability Event under the terms of the Securities, causing them to be fully and permanently written down.

Under current Japanese laws and regulations, upon the application of Specified Item 2 Measures, a financial institution will be placed under the special supervision by, or if the Prime Minister so orders, under the special control of, the Deposit Insurance Corporation of Japan (the "**Deposit Insurance Corporation**"). In an orderly resolution, the Deposit Insurance Corporation would control the operation and management of the financial institution's business, assets and liabilities, including the potential transfer to a bridge financial institution established by the Deposit Insurance Corporation as its subsidiary, or such other financial institution as the Deposit Insurance Corporation may determine, of the financial institution's systemically important assets and liabilities, which we expect in the case of the Issuer would include the shares of its material subsidiaries based on the Japanese TLAC Standard. The Prime Minister may prohibit creditors of the financial institution from attaching any of the Issuer's assets and claims which are to be transferred to a bridge financial institution or another financial institution pursuant to Article 126-16 of the Deposit Insurance Act. In a similar manner, the Issuer's External TLAC-eligible senior debt securities governed by foreign law will limit the ability of holders of the senior debt securities to obtain attachment against our assets set forth in Article 126-16 of the Deposit Insurance Act (or any successor provision thereto) for a period of 30 days following the date upon which the Prime Minister confirms that Specified Item 2 Measures need to be applied to the Issuer. The Deposit Insurance Corporation would also control the repayment of liabilities of the financial institution, and, ultimately, facilitate the orderly resolution of the financial institution through court-administrated insolvency proceedings. The Deposit Insurance Corporation has broad discretion in its application of these measures in accordance with the Deposit Insurance Act, Japanese insolvency laws and other relevant laws.

Under current Japanese laws and regulations, the Issuer's External TLAC-eligible senior debt securities are expected to become subject to loss absorption in a Japanese insolvency proceeding if it becomes subject to Specified Item 2 Measures under the Deposit Insurance Act and Japanese insolvency laws. Based on the Japanese TLAC Standard, it is currently expected that the Issuer's External TLAC-eligible senior debt securities will not be transferred to a bridge financial institution or other transferee in the orderly resolution process but will remain as the Issuer's liabilities subject to court-administered insolvency proceedings. On the other hand, in an orderly resolution process, the shares of the Issuer's subsidiaries may be transferred to a bridge financial institution or other transferee, and the Issuer would only be entitled to receive consideration representing the fair value of such shares, which could be significantly less than the book value of such shares.

Our foreign subsidiaries may also be subject to TLAC, the capital adequacy regulations or similar requirements under the applicable local resolution or prudential regime. A foreign subsidiary may be required to maintain a minimum amount of eligible debt issued to a parent entity that, at or near the point of resolution, or even at a point of sounder financial condition, could be cancelled or converted to equity in order for such entity to absorb losses of and recapitalize its local operations. Such cancellation or conversion, if executed, can affect our ability to repay our debt obligations, including the Securities.

The circumstances surrounding or triggering orderly resolution are unpredictable, and the Japanese TLAC Standard is subject to change.

The application of orderly resolution under the Deposit Insurance Act is inherently unpredictable and depends on a number of factors that may be beyond our control. The commencement of the orderly resolution process depends on, among other things, a determination by the Prime Minister, following deliberation by the Financial Crisis Response Council, regarding the Issuer's viability, or the viability of one or more of the Issuer's subsidiaries, and the risk that their failures may cause a significant disruption to the financial market or systems in Japan, pursuant to the Deposit Insurance Act.

Under the Japanese TLAC Standard and the Japanese capital adequacy regulations, it is possible that Specified Item 2 Measures may be applied to the Issuer as a result of, among other things, absorption of losses by the Issuer on its loans to or investments in, or any other Internal TLAC or other regulatory capital instruments of, any of its material subsidiaries in Japan that are designated as systemically important by the FSA (which, in our case, are the Bank, the Trust Bank and MUMSS) or any of its foreign subsidiaries that are subject to TLAC, the capital adequacy regulations or similar requirements in the relevant jurisdiction pursuant to the terms of such loans, investments or other Internal TLAC or other regulatory capital instruments or in accordance with applicable Japanese or foreign laws or regulations then in effect. However, under the Japanese TLAC Standard and the Japanese capital adequacy regulations, the actual measures to be taken will be determined by the relevant authorities on a case-by-case basis, and, as a result, it is difficult to predict when, if at all, the Issuer may become subject to an orderly resolution process.

Accordingly, the market value of the Securities may not necessarily be evaluated in a manner similar to other types of debt securities issued by non-financial institutions or by financial institutions subject to different regulatory regimes. Any indication or perception that the Issuer is approaching circumstances that could result in the Issuer becoming subject to an orderly resolution process could also have an adverse effect on the market price and liquidity of the Securities.

In addition, there has been no implementation of the orderly resolution measures in Japan under the Deposit Insurance Act described in this Offering Circular to date. Such measures are untested and will be subject to interpretation and application by the relevant authorities in Japan. It is uncertain how and under what standards the relevant authorities in Japan would determine that the Issuer's liabilities exceed, or are deemed likely to exceed, its assets, or that the Issuer has suspended, or is deemed likely to suspend, payment on its obligations in determining whether to commence an orderly resolution process, and it is possible that particular circumstances which seem similar may lead to different results. In addition, the sequence and specific actions that will be taken in connection with orderly resolution measures and their impact on the Securities are uncertain. It is also uncertain whether a sufficient amount of assets will ultimately be available to the holders of the Securities. The Issuer's creditors, including the holders of the Securities, may encounter difficulty in challenging the application of orderly resolution measures to the Issuer. Although we expect the Securities to qualify as External TLAC, there is no assurance that the Securities will qualify as such, and we may have difficulty meeting the TLAC requirements and may become subject to adverse regulatory action. The Japanese TLAC Standard currently requires each Japanese G-SIB to issue and maintain External TLAC debt in an amount not less than 18% of its consolidated risk-weighted assets and 7.10% of total exposure. Deposits with the Bank of Japan are currently excluded from the total exposure for the purpose of the calculation of External TLAC ratio on a total exposure basis in light of exceptional macroeconomic conditions and other circumstances. The Japanese TLAC Standard is subject to further change, and any such change may require us to modify the terms of debt securities MUFG issues in the future, which in turn could adversely affect the value of the Securities.

The Securities are complex financial instruments that involve a high degree of risk and may not be a suitable investment for all investors.

The Securities are complex financial instruments and, as a result, an investment in the Securities involves increased risks in comparison to a typical debt investment. Each potential investor of the Securities should determine, either alone or with the assistance of a financial or other adviser, the suitability of such investment in light of its own circumstances. In particular, each potential investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of the Securities, the merits and risks of investing in the Securities and the information contained in this Offering Circular;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Securities and the impact the Securities will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the Securities;
- understand thoroughly the characteristics of the Securities, such as the principal write-down and interest payment cancellation features and applicable subordination provisions as well as the structural subordination and redemption options;
- be able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the corresponding risks; and
- understand the accounting, legal, regulatory and tax implications of a purchase, and the holding and disposal of an interest in the Securities.

Prior to making an investment decision, potential investors should consider carefully, in light of their own financial circumstances and investment objectives, all the information contained in this Offering Circular.

There is no established trading market for the Securities and one may not develop.

The Securities will have no established trading market when issued, and although we expect to list the Securities on the Luxembourg Stock Exchange's Euro MTF Market a trading market may never develop. Even if a market does develop, it may not be liquid and may not continue for the term of the Securities.

Although the Joint Lead Managers may make a market in the Securities after the offering is completed, the Joint Lead Managers are under no obligation to do so and may discontinue any market-making activities at any time without notice. Given that the Securities are complex financial instruments with increased investment risks, the Securities may have a more limited secondary market compared to conventional debt securities. If the secondary market for the Securities is limited, there may be few or no buyers if you choose to sell your Securities and this may reduce the price you receive or your ability to sell the Securities at all. See also "— The Securities have no fixed maturity and no fixed redemption date and you do not have the right to accelerate the repayment of the principal amount of the Securities".

The interest rate on the Securities will reset on each Reset Date, which can be expected to affect the interest payment on an investment in the Securities and could affect the market value of the Securities

The interest rate on the Securities will initially be 7.375 per cent. per annum from (and including) the Issue Date to (but excluding) the First Reset Date. However, the interest rate will be reset on each Reset Date such that, from (and including) each Reset Date to (but excluding) the next following Reset Date, the applicable interest rate per annum will be equal to the sum of the 5-Year Semi Quarterly Mid-Swap Rate on the Reset Determination Date and 2.332 per cent. (rounded to three decimal places, with 0.0005 being rounded upwards). The interest rate following any Reset Date may be less than the initial interest rate and/or the interest rate that applies immediately prior to such Reset Date, which would result in the amount of any interest under the Securities being lower than the interest prior to such Reset Date and so could affect the amount of any interest payments under the Securities and the market value of the Securities.

Risks related to the method pursuant to which the 5-Year Semi Quarterly Mid-Swap Rate is determined may adversely affect the value of and return on the Securities

Pursuant to the Conditions, if in relation to a Reset Period, the 5-Year Semi Quarterly Mid-Swap Rate cannot be determined pursuant to clause (i) of the definition thereof because the 5-Year AUD Semi-Semi Mid-Swap Reference Rate does not appear on the Screen Page at the Relevant Time on the Reset Determination Date in relation to such Reset Period or such basis swap as referred to in clause (i) of the definition of the term "5-Year Semi Quarterly Mid-Swap Rate" does not appear on the Relevant Quarterly Basis Screen Page at the Relevant Time on such Reset Determination Date, a fallback mechanism provides that the 5-Year Semi Quarterly Mid-Swap Rate applicable to such Reset Period will be determined by the Calculation Agent by averaging 5-Year Mid-Swap Rate Quotations obtained by the Calculation Agent from Reset Reference Banks, if available, or, if no 5-Year Mid-Swap Rate Quotations are provided to the Calculation Agent, will be equal to (i) if such Reset Determination Date is in relation to any Reset Period other than the Reset Period commencing on the First Reset Date, the 5-Year Semi Quarterly Mid-Swap Rate in respect of the immediately preceding Reset Period, or (ii) if such Reset Determination Date is in relation to the Reset Period commencing on the First Reset Date, 5.043 per cent. per annum (see the definition of the term "Reset Reference Bank Rate" in Condition 1 (*Interpretation*) for more detail).

Additionally, if the Issuer (in consultation with the Calculation Agent) determines prior to any Reset Determination Date that (x) one or more components of the rate referred to in clause (a) of the definition of the term "5-Year Semi Quarterly Mid-Swap Rate" (each, an "**Existing Benchmark Component**") has been discontinued or (y) there has been a public statement or publication of information by the administrator of any Existing Benchmark Component or the regulatory supervisor for the administrator of any Existing Benchmark Component announcing that such Existing Benchmark Component is no longer representative, then the Issuer shall use reasonable endeavours to appoint an Independent Adviser to (or, failing which, the Issuer (in consultation with the Calculation Agent) may) determine an alternative rate to the 5-Year Semi Quarterly Mid-Swap Rate (the "**Alternative Benchmark Rate**", which, for the avoidance of doubt, may consist of more than one component including one or more of the Existing Benchmark Components). In such case, such Alternative Benchmark Rate will be such rate as the Independent Adviser (in consultation with the Issuer) or the Issuer (in consultation with the Calculation Agent), as applicable, determines, in its reasonable discretion, has replaced the 5-Year Semi Quarterly Mid-Swap Rate in customary market usage or, if it determines in its reasonable discretion that

no such rate has replaced the Existing Benchmark Component, such other rate that it determines in its reasonable discretion is most comparable to the 5-Year Semi Quarterly Mid-Swap Rate.

If an Alternative Benchmark Rate has been so determined, the Independent Adviser (in consultation with the Issuer) or the Issuer (following consultation with the Calculation Agent), as applicable, shall also determine (i) the method for obtaining such Alternative Benchmark Rate, (ii) whether to apply an adjustment spread (which may be positive or negative), or a formula or methodology for calculating such a spread, to such Alternative Benchmark Rate in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to Holders as a result of the replacement of the 5-Year Semi Quarterly Mid-Swap Rate with such Alternative Benchmark Rate, as further described in and pursuant to Condition 4(f) (*Interest – Benchmark replacement*) (an "**Adjustment Spread**"), and (iii) any alternative method for determining the 5-Year Semi Quarterly Mid-Swap Rate if such Alternative Benchmark Rate (or any of its components, if applicable) is unavailable on the relevant Reset Determination Date (which method shall be consistent with any Alternative Benchmark Rate that has broad market support). Any such determination may also result in changes to, among other things, the definitions of the terms "Business Day", "Day Count Fraction", "Payment Business Day" and/or "Reset Determination Date".

If it has been determined that any Existing Benchmark Component has been discontinued or there has been a public statement or publication of information by the administrator of any Existing Benchmark Component or the regulatory supervisor for the administrator of any Existing Benchmark Component announcing that the Existing Benchmark Component is no longer representative, but (i) the Issuer is unable to appoint an Independent Adviser or if the Independent Adviser appointed by the Issuer fails to determine an Alternative Benchmark Rate, and (ii) the Issuer is unable or unwilling to determine the Alternative Benchmark Rate, the 5-Year Semi Quarterly Mid-Swap Rate in respect of the Affected Reset Period (and, potentially, all succeeding Affected Reset Periods) will be equal to the 5-Year Semi Quarterly Mid-Swap Rate in respect of the immediately preceding Reset Period (or, if there is no preceding Reset Period, the Reset Interest Rate applicable to the Affected Reset Period will be equal to the Initial Interest Rate).

The circumstances which could trigger such determination are beyond the Issuer's control and the subsequent use of an Alternative Benchmark Rate (including the determination to use (or not use) an Adjustment Spread, if applicable) may result in changes to the Conditions (which could be extensive and include technical, administrative or operational changes) and/or interest payments that are substantially lower than or that do not otherwise correlate over time with the payments that could have been made on the Securities if any relevant Existing Benchmark Component remained available in its current form. Although pursuant to the Conditions, an Adjustment Spread may be applied to such Alternative Benchmark Rate in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to investors arising out of the replacement of the 5-Year Semi Quarterly Mid-Swap Rate, the application of such adjustments to the Securities may not achieve this objective. Furthermore, such adjustment may not be applied, if such adjustment is unable to be determined. Any such changes may result in the Securities performing differently (which may include payment of a lower interest rate) than if the original benchmark continued to apply. There is no assurance that the characteristics of any Alternative Benchmark Rate would be similar to the 5-Year Semi Quarterly Mid-Swap Rate or that any Alternative Benchmark Rate would produce the economic equivalent of the 5-Year Semi Quarterly Mid-Swap Rate or would be a suitable replacement for the 5-Year Semi Quarterly Mid-Swap Rate. The choice of an Alternative Benchmark Rate is uncertain and could result in an Alternative Benchmark Rate being unavailable or indeterminable. Moreover, due to the uncertainty concerning the availability of an Alternative Benchmark Rate and the involvement of an Independent Adviser in certain circumstances, the fallback provisions may not operate as intended at the relevant time.

Furthermore, if the Issuer is unable to appoint an Independent Adviser or if the Independent Adviser appointed by the Issuer fails to determine an Alternative Benchmark Rate, the Issuer may have to exercise its discretion to determine (or to elect not to determine) an Alternative Benchmark Rate or Adjustment Spread, if applicable, in a situation in which it is presented with a conflict of interest. In addition, the Conditions may require the exercise of discretion by the Issuer, or the Independent Adviser appointed by the Issuer, as the case may be, and the making of potentially subjective judgments (including as to the occurrence or non-occurrence of any events which may trigger amendments to the Conditions) and/or the amendment of the Conditions without the consent of Holders. Moreover, the Issuer may select as the Independent Adviser an entity, which is an affiliate of, or otherwise connected to, the Issuer. The interests of the Issuer or those of the Independent Adviser appointed by the Issuer, as applicable, in exercising such

discretion or making such determinations or amendments may be adverse to the interests of the Holders. All determinations by the Issuer in its discretion will be conclusive for all purposes and binding on Holders or any other party absent manifest error.

Any such consequences could have an adverse effect on the value and marketability and liquidity of, and return on, the Securities.

A downgrade of the credit rating assigned by any credit rating agency to the Issuer or to the Securities could adversely affect the liquidity or market value of the Securities. Credit ratings downgrades could occur as a result of, among other causes, changes in the ratings methodologies used by credit rating agencies

Upon issuance, it is expected that the Securities will be rated by credit rating agencies and may in the future be rated by additional credit rating agencies, although the Issuer is under no obligation to ensure that the Securities are rated by any credit rating agency. Credit ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed in these Risk Factors and other factors that may affect the liquidity or market value of the Securities. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the credit rating agency at any time.

Any rating assigned to the Issuer and/or the Securities may be withdrawn entirely by a credit rating agency, may be suspended or may be lowered, if, in that credit rating agency's judgment, circumstances relating to the basis of the rating so warrant. Ratings may be impacted by a number of factors which can change over time, including the credit rating agency's assessment of: the Issuer's strategy and management's capability; the Issuer's financial condition including in respect of capital, funding and liquidity; competitive and economic conditions in the Issuer's key markets; the level of political support for the industries in which the Issuer operates; and legal and regulatory frameworks affecting the Issuer's legal structure, business activities and the rights of its creditors. The credit rating agencies may also revise the ratings methodologies applicable to issuers within a particular industry or political or economic region. If credit rating agencies perceive there to be adverse changes in the factors affecting an issuer's credit rating, including by virtue of change to applicable ratings methodologies, the credit rating agencies may downgrade, suspend or withdraw the ratings assigned to an issuer and/or its securities. Revisions to ratings methodologies and actions on the Issuer's ratings by the credit rating agencies may occur in the future.

If the Issuer determines to no longer maintain one or more ratings, or if any credit rating agency withdraws, suspends or downgrades the credit ratings of the Issuer or the Securities, or if such a withdrawal, suspension or downgrade is anticipated (or any credit rating agency places the credit ratings of the Issuer or, if applicable, the Securities on "credit watch" status in contemplation of a downgrade, suspension or withdrawal), whether as a result of the factors described above or otherwise, such event could adversely affect the liquidity or market value of the Securities (whether or not the Securities had an assigned rating).

The Securities are not considered investment grade by some of the rating agencies and are subject to the risks associated with non-investment grade securities

The Securities, upon issuance, will not be considered to be investment grade securities by some of the rating agencies. As such, they will be subject to a higher risk of price volatility than higher-rated securities. Furthermore, decreases in our capital ratios, negative changes in our liquidity conditions, increases in leverage or deteriorating outlooks for the Issuer, or volatile markets, could lead to a significant deterioration in market prices of below-investment grade rated securities such as the Securities.

As the global certificate is held by or on behalf of the Clearing Systems, investors will have to rely on the Clearing Systems' procedures for transfer, payment and communication with the Issuer

The Securities will be represented by a global certificate except in certain limited circumstances described in the section entitled "*Form of the Securities*" below. Such global certificate will be deposited with a common depository for Euroclear and/or Clearstream, Luxembourg and registered in the name of such depository or its nominee, and beneficial interests in the global certificate will be held through the Clearing Systems and their respective direct or indirect participants, and such direct and indirect participants will record beneficial interests on their books. While the Securities are represented by the global certificate, the Issuer will discharge its payment obligations under the Securities by making payments

to or to the order of the common depositary for Euroclear and/or Clearstream, Luxembourg, for distribution to its account holders. A holder of a beneficial interest in a global certificate must rely on the procedures of the Clearing Systems to receive payments under the Securities. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the global certificate. Holders of beneficial interests in the global certificate may have to rely on the Clearing Systems to exercise their voting rights in any creditors' meeting in relation to the Securities or to appoint appropriate proxies.

Trading in the Clearing Systems is subject to minimum denomination requirements.

The Securities will be issued only in minimum denominations of AUD250,000 and integral multiples of AUD1,000 in excess thereof. It is possible that the Clearing Systems may process trades which could result in amounts being held in denominations smaller than the Authorised Denominations (as defined in the Conditions). If Securities in definitive form are required to be issued in relation to such Securities in accordance with the provisions of the global certificate, a holder who does not have at least the minimum denomination of AUD250,000 or any integral multiple of AUD1,000 in excess thereof in its account with the relevant Clearing System at the relevant time may not receive its entitlement of Securities in definitive form unless and until such time as its holding satisfies the requirement of the minimum denomination of AUD250,000 or any integral multiple of AUD1,000 in excess thereof.

The Trust Deed contains provisions which may permit modification of the Securities without the consent of all Holders

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

The Conditions also provide that the Trustee may, without the consent of Holders, agree to certain modifications of, or to the waiver or authorisation of certain breaches or proposed breaches of, the Conditions, the Securities or the Trust Deed which, in the opinion of the Trustee, are not materially prejudicial to the interests of the Holders.

The Trust Deed provides that the Trustee may, without the consent of the Issuer or the Holders, prescribe such further regulations regarding the holding of meetings of Holders and attendance and voting at them as the Trustee may in its sole discretion determine; **provided, however, that** the Trustee may not, without the consent of the Issuer (which consent shall not be unreasonably withheld or delayed), prescribe any further regulations which would provide for the holding of a meeting of Holders by virtual means (such as video conference or other similar means).

In addition, pursuant to Condition 4(f) (*Benchmark Replacement*), certain changes may be made to the interest calculation provisions of the Securities in the circumstances and as otherwise set out in such Condition, without the requirement for consent of the Trustee or the Holders.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Securities in Australian dollars. 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 Australian dollars. These include the risk that exchange rates may significantly change (including changes due to devaluation of Australian dollar 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 Australian dollar would decrease (1) the Investor's Currency-equivalent yield on the Securities, (2) the Investor's Currency equivalent value of the principal payable on the Securities, and (3) the Investor's Currency equivalent market value of the Securities.

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.

In addition, investors may suffer tax consequences as a result of any foreign exchange gains resulting from an investment in the Securities.

These risks generally depend on factors over which the Issuer has no control, such as economic, financial and political events and the supply of and demand for the relevant currencies. In recent years, rates of exchange between Australian dollar, on the one hand, and certain currencies, on the other, have been highly volatile, and each Holder should be aware that volatility may be expected to continue in the future. Fluctuations in any particular rate of exchange that have occurred in the past, however, are not necessarily indicative of fluctuations in the rate that may occur during the term of the Securities.

Changes in applicable laws and regulations may adversely affect the rights of Holders

Changes in applicable laws and regulations after the date of issuance of the Securities may adversely affect the rights of Holders, and the market value, of the Securities. Such changes in laws and regulations may include changes in bank regulatory capital, liquidity and leverage requirements and loss-absorption and tax regimes as well as additional restrictions on our business operations, which may have an adverse effect on an investment in the Securities.

In addition, the Issuer has the option to redeem the Securities in whole, but not in part, at 100% of their principal amount plus any accrued and unpaid interest to (but excluding) the date of redemption upon the occurrence of certain tax events as described under the Conditions. Furthermore, certain regulatory events triggered under Japanese banking regulations would entitle the Issuer to redeem the Securities as described under the Conditions. See also "— We may redeem the Securities in our sole discretion on the First Reset Date or any subsequent Reset Date or at any time for regulatory or tax reasons, subject to certain conditions".

Furthermore, the Conditions of the Securities are based on English law in effect as at the date of issue of the Securities. 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 Securities.

Any such and similar legislative and regulatory uncertainty may also negatively affect an investor's ability to accurately value the Securities and, therefore, negatively affect the trading price of the Securities given the impact on the Securities that one or more legislative or regulatory changes or interpretations, including those described above, could have on the Securities.

U.S. withholding tax under FATCA may become applicable

Certain provisions of the U.S. Internal Revenue Code of 1986, as amended, and U.S. Treasury Department regulations thereunder, commonly referred to as FATCA, generally impose a 30 per cent. withholding tax on certain U.S. source or U.S. related payments to foreign financial institutions, such as the Issuer, unless such financial institutions perform certain due diligence, reporting and withholding functions. 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.

Pursuant to FATCA, a foreign financial institution may also be required to withhold 30 per cent. from "foreign passthru payments" that it makes to persons that fail to meet certain certification, reporting or related requirements. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Securities, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to foreign passthru payments, are uncertain and may be subject to change. If withholding would be required pursuant to FATCA or an IGA with respect to foreign passthru payments, such withholding would not apply prior to the date that is two years after the date on which final U.S. Treasury Department regulations defining foreign passthru payments are published in the U.S. Federal Register.

It is not clear whether withholding under FATCA will be applicable to payments on the Securities. If any amount of withholding is required from payments on the Securities under FATCA or any applicable IGA, no Additional Amounts will be payable under the Securities. See Condition 8 (*Taxation*). Prospective investors should consult their tax advisers regarding the consequences of FATCA, any applicable IGA or relevant local legislation implementing FATCA to their investments in the Securities.

Unaudited financial statements/information

This Offering Circular incorporates by reference MUFG's current report on Form 6-K, which contains its unaudited consolidated financial statements under Japanese GAAP as of and for the three months ended 30 June 2026 ("**First Quarter Financial Statements**"), except for the forward-looking statements (including earnings targets (if any)) which were made as of the date thereof and any reference therein to information on MUFG's website (if any), as set out below. The First Quarter Financial Statements have not been audited or reviewed by MUFG's independent auditor and could be subject to material revisions or corrections. As a result, the First Quarter Financial Statements, as well as the financial information derived therefrom, may not reveal matters of significance to an investor regarding MUFG's financial condition or results of operations. Investors should therefore not place undue reliance on the First Quarter Financial Statements or the financial information derived therefrom.

DOCUMENTS INCORPORATED BY REFERENCE

The following information shall be deemed to be incorporated in, and to form part of, this Offering Circular:

- (a) MUFG's annual report on Form 20-F for the fiscal year ended 31 March 2026 (the "**2026 Form 20-F**") filed on 6 July 2026 with the United States Securities and Exchange Commission ("**SEC**") (which includes MUFG's consolidated balance sheets as of 31 March 2025 and 2026, and the related consolidated statements of income, comprehensive income, equity and cash flows for each of the three years in the period ended 31 March 2026 which were audited in accordance with the standards of the Public Company Accounting Oversight Board (United States) (the "**PCAOB**"), prepared under accounting principles generally accepted in the United States ("**U.S. GAAP**"), excluding the section entitled "Item 9. The Offer and Listing" on page 119, but including Exhibit 99(a) (Capitalization and Indebtedness of Mitsubishi UFJ Financial Group, Inc. as of March 31, 2026) and Exhibit 99(b) (Unaudited Reverse Reconciliation of Selected Financial Information of Mitsubishi UFJ Financial Group, Inc. as of and for the fiscal year ended March 31, 2026);
- (b) MUFG's current report on Form 6-K filed on 24 June 2026 with the SEC, which contains an English translation of selected financial information under accounting principles generally accepted in Japan ("**Japanese GAAP**") as of and for the fiscal year ended 31 March 2026 included in MUFG's Annual Securities Report filed by MUFG with the Kanto Regional Finance Bureau (as renamed from Kanto Local Finance Bureau as of July 1, 2026), the Ministry of Finance of Japan;
- (c) MUFG's current reports on Form 6-K filed on 15 May 2026 and Form 6-K/A filed on 24 June 2026 with the SEC, which contain MUFG's consolidated summary report (*kessan tanshin*) relating to its unaudited financial information under Japanese GAAP as of and for the fiscal year ended 31 March 2026, except for the forward-looking statements (including earnings targets (if any)) which were made as of the date thereof and any reference therein to information on MUFG's website (if any);
- (d) MUFG's current report on Form 6-K filed on 6 August 2026 with the SEC, which contains MUFG's consolidated summary report (*kessan tanshin*) relating to its unaudited financial information under Japanese GAAP as of and for the three months ended 30 June 2026 except for the forward-looking statements (including earnings targets (if any)) which were made as of the date thereof and any reference therein to information on MUFG's website (if any) and further **provided that** the reference to the interim review in the report dated 6 August 2026 relates to an interim review of the Japanese-language original version of such financial information under Japanese GAAP that was conducted by a Japanese audit firm in accordance with the interim review standards for interim financial statements generally accepted in Japan and that the same report was furnished solely in light of MUFG's public announcement in Japan made in accordance with applicable rules of the Tokyo Stock Exchange, Inc. and the Nagoya Stock Exchange, Inc.; and
- (e) MUFG's current report on Form 6-K relating to our regulatory capital ratios as of 30 June 2026, furnished to the SEC on 14 August 2026.

The documents listed above 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.

Copies of documents incorporated by reference in this Offering Circular may be inspected, free of charge, at the website of the Luxembourg Stock Exchange at www.LuxSE.com, and may be obtained, free of charge, at the respective registered offices of the Issuer and the offices of the Principal Paying Agent. Information contained in or accessible from the website in this paragraph that is not incorporated by

reference in this Offering Circular as set out above does not form part of and is not incorporated by reference into this Offering Circular.

The following table shows where specific items of information in respect of MUFG incorporated by reference in this Offering Circular can be found in the above-mentioned documents:

	2026 <i>Form 20-F</i>
Report of Independent Registered Public Accounting Firm.....	F-3 – F-5
Consolidated Balance Sheets as of March 31, 2025 and 2026	F-6 – F-7
Consolidated Statements of Income for the Fiscal Years ended March 31, 2024, 2025 and 2026	F-8 – F-9
Consolidated Statements of Comprehensive Income for the Fiscal Years ended March 31, 2024, 2025 and 2026.....	F-10
Consolidated Statements of Equity for the Fiscal Years ended March 31, 2024, 2025 and 2026	F-11 – F-12
Consolidated Statements of Cash Flows for the Fiscal Years ended March 31, 2024, 2025 and 2026	F-13 – F-14
Notes to Consolidated Financial Statements	F-15 – F-140

TERMS AND CONDITIONS OF THE SECURITIES

The following, subject to completion and amendment, are the terms and conditions of the Securities (as defined below) substantially as they will appear in the Trust Deed (as defined below) constituting the Securities. The wording appearing in italics below is included for disclosure purposes only and does not form part of the terms and conditions of the Securities.

The AUD500,000,000 7.375 per cent. Fixed Rate Resetting Perpetual Subordinated Debt Securities (the "**Securities**", which expression includes any further securities issued pursuant to Condition 16 (*Further Issues*) and forming a single series therewith) of Mitsubishi UFJ Financial Group, Inc. (the "**Issuer**") are constituted by, are subject to, and have the benefit of, a trust deed dated 19 October 2026 (as amended and/or supplemented from time to time, the "**Trust Deed**") between the Issuer and U.S. Bank National Association as trustee (the "**Trustee**", which expression includes all persons for the time being trustee or trustees appointed under the Trust Deed) and are the subject of an agency agreement dated 19 October 2026 (as amended or supplemented from time to time, the "**Agency Agreement**") among the Issuer, MUFG Bank, Ltd., London Branch as principal paying agent (the "**Principal Paying Agent**", which expression includes any successor principal paying agent appointed from time to time in connection with the Securities, and together with paying agents to be appointed from time to time in connection with the Securities, the "**Paying Agents**", which expression includes any successor or additional paying agents appointed from time to time in connection with the Securities) and as transfer agent (the "**Transfer Agent**", which expression shall include Mitsubishi UFJ Investor Services & Banking (Luxembourg) S.A. as transfer agent and any successor transfer agent appointed from time to time in connection with the Securities, and together with the Registrar, the "**Transfer Agents**") and as calculation agent (the "**Calculation Agent**", which expression includes any successor calculation agent appointed from time to time in connection with the Securities), Mitsubishi UFJ Investor Services & Banking (Luxembourg) S.A. as registrar (the "**Registrar**", which expression includes any successor registrar appointed from time to time in connection with the Securities) and as Transfer Agent, and the Trustee. References herein to the "**Agents**" are to the Registrar, the Principal Paying Agent, the Transfer Agents, the Paying Agents and the Calculation Agent and any reference to an "**Agent**" is to any one of them. Certain provisions of these Conditions are summaries of the Trust Deed and the Agency Agreement and are subject to their detailed provisions. The Holders (as defined below) are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and the Agency Agreement applicable to them. Copies of the Trust Deed and the Agency Agreement are available by appointment for inspection by Holders during normal business hours at the Specified Office for the time being of the Principal Paying Agent, the initial Specified Office of which is set out below, or at the Principal Paying Agent's option, such inspection may be provided electronically.

1. Interpretation

(a) Definitions

In these Conditions, the following expressions have the following meanings:

"5-Year Semi Quarterly Mid-Swap Rate" means, in relation to any Reset Period, subject to Condition 4(f) (*Interest – Benchmark replacement*):

- (i) the 5-Year AUD Semi-Semi Mid-Swap Reference Rate in relation to such Reset Period, adjusted on a quarterly basis by referencing the mid-market arithmetic mean of bid and offered 3-month vs 6-month basis swap for a period of five years appearing on the Relevant Quarterly Basis Screen Page at the Relevant Time on the Reset Determination Date in relation to such Reset Period, as determined by the Calculation Agent on such Reset Determination Date; or
- (ii) if such 5-Year AUD Semi-Semi Mid-Swap Reference Rate does not appear on the Screen Page at the Relevant Time on such Reset Determination Date, or such basis swap does not appear on the Relevant Quarterly Basis Screen Page at the Relevant Time on such Reset Determination Date, the Reset Reference Bank Rate in relation to such Reset Period.

"5-Year AUD Semi-Semi Mid-Swap Reference Rate" means, in relation to any Reset Period, the mid-market arithmetic mean, expressed as a percentage and rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards) of bid and offered swap rates for AUD

swap transactions with a maturity of five years appearing on the Screen Page at the Relevant Time on the Reset Determination Date in relation to such Reset Period.

"5-Year Mid-Swap Rate Quotation" means, in relation to any Reset Period and any Reset Reference Bank, the arithmetic mean of the bid and offered rates at which fixed-for-floating swaps in the AUD swap market are offered and bid by such Reset Reference Bank at approximately the Relevant Time on the Reset Determination Date in relation to such Reset Period to participants in the AUD swap market, with the relevant swap transaction:

- (i) having a term of five years commencing on the Reset Date on which such Reset Period commences;
- (ii) being in an amount that is representative for a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market; and
- (iii) having a semi-annual fixed leg and a quarterly floating leg.

"Additional Amounts" has the meaning given in Condition 8(a) (*Taxation – Gross up*).

"Additional Tier 1 Capital" means any and all items constituting Additional Tier 1 capital (for the avoidance of doubt, which exclude then applicable regulatory adjustments) under the applicable standards set forth in the Applicable Banking Regulations and shall also include any successor or substitute term applicable pursuant to the Applicable Banking Regulations.

"Additional Tier 1 Liabilities" mean at any time instruments qualifying as the Issuer's Additional Tier 1 Capital (other than the Securities) that are issued directly by the Issuer and are treated as liabilities under the Applicable Banking Regulations (excluding any instruments issued or created by the Issuer through any consolidated subsidiary of the Issuer incorporated solely for the purposes of raising the Issuer's regulatory capital (a **"Special Purpose Company"**) and qualifying as the Issuer's Additional Tier 1 Capital).

"Adjusted Distributable Amounts" means, in respect of any date, the distributable amounts (*bunpai kano gaku*) of the Issuer on such date as calculated in accordance with the Company Law, after deducting the sum of any dividend or interest (including Additional Amounts with respect thereto, or any amounts with respect thereto substantially similar to Additional Amounts, as applicable, if any) that has been paid in respect of the Securities, any Parity Securities and any Junior Securities from the beginning of the fiscal year of the Issuer in which such date falls until the date immediately preceding such date.

"Adjustment Spread" means, with respect to any Alternative Benchmark Rate determined in accordance with the provisions of Condition 4(f) (*Interest – Benchmark replacement*), a spread (which may be positive or negative), or a formula or methodology for calculating such a spread, applied to such Alternative Benchmark Rate in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to Holders as a result of the replacement of the 5-Year Semi Quarterly Mid-Swap Rate with such Alternative Benchmark Rate.

"Affected Reset Period" has the meaning assigned to such term in Condition 4(f) (*Interest – Benchmark replacement*).

"Alternative Benchmark Rate" has the meaning assigned to such term in Condition 4(f) (*Interest – Benchmark replacement*).

"Alternative Screen Page" has the meaning assigned to such term in Condition 4(f) (*Interest – Benchmark replacement*).

"Alternative Relevant Time" has the meaning assigned to such term in Condition 4(f) (*Interest – Benchmark replacement*).

"Applicable Banking Regulations" means the Banking Law, and any orders, rules, regulations, ordinances, public ministerial announcements, guidelines and policies thereunder applicable at any time as the context may require under the Conditions or the Trust Deed, including, without

limitation, the Public Ministerial Announcement (*kokuji* (No. 20 of the FSA Public Ministerial Announcement of 2006, as amended)) prescribing the capital adequacy regulations applicable to bank holding companies.

"**AUD**" or "**Australian dollars**" means the lawful currency for the time being of Australia.

"**Banking Law**" means the Banking Act of Japan (Act No. 59 of 1981, as amended).

"**Bankruptcy Event**" means any of the following events:

- (i) a competent court in Japan shall have commenced bankruptcy proceedings with respect to the Issuer pursuant to the provisions of the Bankruptcy Law;
- (ii) a competent court in Japan shall have commenced corporate reorganisation proceedings with respect to the Issuer pursuant to the provisions of the Corporate Reorganisation Law;
- (iii) a competent court in Japan shall have commenced civil rehabilitation proceedings with respect to the Issuer pursuant to the provisions of the Civil Rehabilitation Law;
- (iv) a special liquidation proceeding (*tokubetsu seisan*) shall have commenced by or with respect to the Issuer under the Company Law; or
- (v) the Issuer shall have become subject to bankruptcy, corporation reorganisation, civil rehabilitation, special liquidation or other equivalent proceeding pursuant to any applicable law of any jurisdiction other than Japan.

"**Bankruptcy Law**" means the Bankruptcy Law of Japan (Law No. 75 of 2004, as amended) or any successor legislation thereto.

"**Business Day**" means:

- (i) for the purpose of the terms "**Going Concern Write-Down Date**", "**Write-Down and Cancellation Date**" and "**Write-Up Date**", a day which satisfies each of the following conditions: (i) a day which is not a day on which banking institutions in Tokyo are authorised by law or regulation to close; and (ii) a day which the Registrar is open for business; and
- (ii) for all other purposes, a day which is not a day on which banking institutions in Tokyo, Sydney and London are authorised by law or regulation to close.

Where the Securities are represented by a Global Certificate, the term "Business Day" for the purposes of the terms "Going Concern Write-Down Date", "Write-Down and Cancellation Date" and "Write-Up Date" must also be a day on which each clearing system for which such Global Certificate is being held is open for business.

"**Calculation Amount**" means AUD1,000.

"**Calculation Period**" means the relevant period for which interest is to be calculated from (and including) the first day in such period to (but excluding) the last day in such period, including the period from (and including) the Issue Date to (but excluding) the first Interest Payment Date, and each period from (and including) each subsequent Interest Payment Date to (but excluding) the following Interest Payment Date, as applicable.

"**Capital Ratio Event**" has the meaning given in Condition 9(b) (*Going Concern Write-Down and Write-Ups - Consequences Constituting a Going Concern Write-Down*).

"**Civil Rehabilitation Law**" means the Civil Rehabilitation Law of Japan (Law No. 225 of 1999, as amended) or any successor legislation thereto.

"**Company Law**" means the Company Law of Japan (Law No. 86 of 2005, as amended) or any successor legislation thereto.

"Condition for Liquidation Payment" means, upon the occurrence and continuation of a Liquidation Event, all Senior Indebtedness held by creditors of the Issuer entitled to payment or satisfaction prior to commencement of distribution of residual assets to shareholders of the Issuer is paid in full or otherwise satisfied in full in the liquidation proceeding (*seisan*) pursuant to the Company Law.

"Conditions" means these terms and conditions of the Securities.

"Consolidated Common Equity Tier 1 Capital Ratio" means, as of any date, the Common Equity Tier 1 risk-weighted capital ratio on a consolidated basis, as calculated in accordance with the applicable standards set forth in the Applicable Banking Regulations, and shall also include any successor or substitute term applicable pursuant to the Applicable Banking Regulations, as of such date.

"Corporate Reorganisation Law" means the Corporate Reorganisation Law of Japan (Law No. 154 of 2002, as amended) or any successor legislation thereto.

"Current Principal Amount" means at any time:

- (i) with respect to the Securities outstanding, the then outstanding principal amount of the Securities, being the Original Principal Amount of the Securities at issuance, as such amount may be reduced on one or more occasions, including pursuant to a Going Concern Write-Down and/or reinstated on one or more occasions following a Write-Up, as the case may be, in accordance with these Conditions and the Trust Deed; or
- (ii) with respect to any other liabilities or obligations, the then outstanding principal amount of such liability or obligation, as calculated in accordance with its terms and conditions, including the application of write-down or write-up provisions, if any; and

the term **"principal"** of the Securities means, as the context requires, the Current Principal Amount of the Securities at any relevant time and, where such term is used in relation to any payment, the principal if, when and to the extent due and payable under the Trust Deed and the Securities.

For the avoidance of doubt, the Current Principal Amount of the Securities and any other liabilities or obligations shall be subject to adjustment due to partial redemptions or repurchases and cancellation, if any.

"Day Count Fraction" means in respect of the calculation of an amount for any Calculation Period:

- (i) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period, divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
- (ii) where the Calculation Period is longer than one Regular Period, the sum of:
 - (A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year.

"Deposit Insurance Act" means the Deposit Insurance Act of Japan (Act No. 34 of 1971, as amended) or any successor legislation thereto.

"Designated Financial Institution" means a Japanese financial institution falling under certain categories prescribed by Article 6, Paragraph 11 of the Special Taxation Measures Act and the cabinet order (Cabinet Order No. 43 of 1957, as amended) (together with the ministerial ordinance and other regulations thereunder, the **"Act"**).

"Existing Benchmark Component" has the meaning assigned to such term in Condition 4(f) (*Interest – Benchmark replacement*).

"Extraordinary Resolution" has the meaning given in the Trust Deed.

"First Reset Date" means 15 January 2032.

"FSA" means the Financial Services Agency of Japan or its successor regulatory authority.

"Going Concern Full Write-Down Instrument" has the meaning given in Condition 9(b) (*Going Concern Write-Down and Write-Ups - Consequences Constituting a Going Concern Write-Down*).

"Going Concern Write-Down" has the meaning given in Condition 9(b) (*Going Concern Write-Down and Write-Ups - Consequences Constituting a Going Concern Write-Down*).

"Going Concern Write-Down Amount" has the meaning given in Condition 9(b) (*Going Concern Write-Down and Write-Ups - Consequences Constituting a Going Concern Write-Down*).

"Going Concern Write-Down Date" means the date that shall be determined by the Issuer after consultation with the FSA or any other relevant Japanese supervisory authority and shall be no later than 15 Business Days following the date of the relevant Going Concern Write-Down Notice.

"Going Concern Write-Down Instrument" means at any time instruments qualifying as Additional Tier 1 Capital (other than the Securities) of the Issuer and treated as liabilities under the Applicable Banking Regulations (including any such instruments issued or created by the Issuer through any Special Purpose Company).

"Going Concern Write-Down Notice" has the meaning given in Condition 9(d) (*Going Concern Write-Down and Write-Ups - Notice of Going Concern Write-Down*).

"Group" means Mitsubishi UFJ Financial Group, Inc. and its consolidated subsidiaries.

"Independent Adviser" means an independent financial institution of international repute or an independent adviser of recognised standing and expertise, in either case, appointed by the Issuer at its own expense to make any determination that is required to be made, or may be made, by an Independent Adviser under these Conditions, which may be an affiliate of the Issuer.

"Independent Adviser Determination Cut-off Date" has the meaning assigned to such term in Condition 4(f) (*Interest – Benchmark replacement*).

"Initial Interest Rate" means 7.375 per cent. per annum.

"Interest Payable Amount" means, in respect of any Interest Payment Date, the product of the Adjusted Distributable Amounts on such Interest Payment Date and a ratio, the numerator of which is the aggregate amount of interest (including the Additional Amounts with respect thereto, if any) that should have been paid on the Securities on such Interest Payment Date, and the denominator of which is the aggregate amount of interest (including the Additional Amounts with respect thereto, if any) that should have been paid on the Securities on such Interest Payment Date and dividends or interest (including any amounts with respect thereto substantially similar to the Additional Amounts, if any) that should have been paid in respect of any Senior Dividend Preferred Shares and any Parity Securities on the same date as such Interest Payment Date (rounding any amount less than a whole cent down to the nearest whole cent).

"Interest Payable Amount Limitation" has the meaning given in Condition 5(b) (*Cancellation of Interest Payment - Mandatory Cancellation of Interest Payments due to Interest Payable Amount Limitation*).

"Interest Payment Date" has the meaning given to such term in Condition 4(c)(i) (*Interest – Interest Payment Dates*).

"Interest Recipient Information" means certain information prescribed by the Special Taxation Measures Act to enable a Participant to establish that the relevant beneficial owner of a Security is exempted from the requirement for Japanese taxes to be withheld or deducted.

"Issue Date" means 19 October 2026.

"Japanese Yen", "Yen" and "¥" refer to the currency of Japan.

"Junior Securities" means any liabilities of the Issuer ranking in right of interest payments effectively junior to the Securities in respect of either of the terms as described in Condition 5(a) (*Cancellation of Interest Payment - Optional Cancellation of Interest Payments*) and Condition 5(b) (*Cancellation of Interest Payment - Mandatory Cancellation of Interest Payments due to Interest Payable Amount Limitation*) (excluding any liabilities owed to any Special Purpose Company), and any instruments qualifying as the Issuer's regulatory capital issued by any Special Purpose Company ranking in right of dividend or interest payments effectively junior to the Securities in respect of either of the terms as described in Condition 5(a) (*Cancellation of Interest Payment - Optional Cancellation of Interest Payments*) and Condition 5(b) (*Cancellation of Interest Payment - Mandatory Cancellation of Interest Payments due to Interest Payable Amount Limitation*).

"Liquidation Claim" means the claim of each Holder of the Securities then outstanding in a liquidation proceeding (*seisan*) with respect to the Issuer (excluding a special liquidation proceeding (*tokubetsu seisan*)), in an amount equal to the Current Principal Amount of the Securities held by such Holder on the date on which such claim becomes due and payable pursuant to the subordination provisions herein, plus any accrued and unpaid interest thereon to, but excluding, the date on which the Liquidation Event occurs (unless cancelled in accordance with the terms set forth in Condition 5(a) (*Cancellation of Interest Payment - Optional Cancellation of Interest Payments*) and Condition 5(b) (*Cancellation of Interest Payment - Mandatory Cancellation of Interest Payments due to Interest Payable Amount Limitation*) and any Additional Amounts, if any, excluding any amounts that have become due and payable prior to the occurrence of a Liquidation Event and remain unpaid).

"Liquidation Distributable Amount" means the amount of liquidation distributions that would have been paid from the assets of the Issuer in respect of a Liquidation Claim, assuming that (i) all Liquidation Claims and all Liquidation Parity Liabilities had been the Senior Liquidation Preferred Shares and (ii) all Liquidation Junior Liabilities had been preferred shares of the Issuer other than the Senior Liquidation Preferred Shares.

"Liquidation Event" means the commencement of a liquidation proceeding (*seisan*) (excluding a special liquidation proceeding (*tokubetsu seisan*) under the Company Law) by or with respect to the Issuer under the Company Law.

"Liquidation Junior Liabilities" mean any liabilities of the Issuer that rank, or are expressed to rank, effectively subordinate in priority of payment as to liquidation distributions to liabilities under the Securities (except for liabilities which have become due and payable prior to the occurrence of a Liquidation Event and remain unpaid).

"Liquidation Parity Liabilities" mean any liabilities of the Issuer that rank, or are expressed to rank, effectively *pari passu* as to liquidation distributions with liabilities under the Securities (which may include any existing or future Additional Tier 1 Liabilities) (except for liabilities which have become due and payable prior to the occurrence of a Liquidation Event and remain unpaid).

"Non-Viability Event" shall be deemed to have occurred at the time that the Prime Minister of Japan confirms (*nintei*) that any measures (*tokutei dai nigo sochi*) set forth in Article 126-2, Paragraph 1, Item 2 of the Deposit Insurance Act (or any successor provision thereto) need to be applied to the Issuer.

"Original Principal Amount" means with respect to the Securities and any other liabilities or obligations, the principal amount of such Securities or other liability or obligation on the date such Securities or other liability or obligation was issued or created. For the avoidance of doubt, the

Original Principal Amount of the Securities and any other liabilities or obligations shall be subject to adjustment due to partial redemptions or repurchases and cancellation, if any.

"Parity Securities" means any liabilities of the Issuer that are subject to substantially the same terms in respect of rights of interest payments as the terms of the Securities described in Condition 5(a) (*Cancellation of Interest Payment - Optional Cancellation of Interest Payments*) and Condition 5(b) (*Cancellation of Interest Payment - Mandatory Cancellation of Interest Payments due to Interest Payable Amount Limitation*) (including Series 5 Yen-denominated unsecured perpetual subordinated securities with write-down clauses issued by the Issuer, but excluding the Securities and any liabilities owed to any Special Purpose Company), and any instruments qualifying as the Issuer's regulatory capital issued by any Special Purpose Company that is subject to substantially the same terms in respect of rights of dividends or interest payments as the terms of the Securities as described in Condition 5(a) (*Cancellation of Interest Payment - Optional Cancellation of Interest Payments*) and Condition 5(b) (*Cancellation of Interest Payment - Mandatory Cancellation of Interest Payments due to Interest Payable Amount Limitation*).

"Participant" means a participant of a clearing organisation or a financial intermediary through which a Security is held.

"Payment Business Day" means any day (other than a Saturday, Sunday or public holiday) on which commercial banks are open for general business (including dealings in foreign currencies) in Tokyo, London and Sydney and the city where the Principal Paying Agent has its Specified Office.

"Person" means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

"Rate of Interest" shall mean the Initial Interest Rate and/or the relevant Reset Interest Rate, as the case may be.

"Regular Date" means 15 January or 15 July in any year.

"Regular Period" means each period from (and including) any Regular Date to (but excluding) the next Regular Date.

"Relevant Date" means whichever is the later of (1) the date on which the payment in question first becomes due and (2) if the full amount payable has not been received by the Principal Paying Agent or the Trustee on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Holders.

"Relevant Quarterly Basis Screen Page" means Bloomberg Page IAUS15 (or (i) such other page as may replace that page on Bloomberg (or any successor to Bloomberg), or (ii) if there is no replacement page on Bloomberg (or on any successor to Bloomberg), such other page on such other information service that is the generally accepted page used by market participants at that time for purposes of observing the mid-market arithmetic mean of bid and offered 3-month vs 6-month basis swap for a period of five years, in the case of each of clauses (i) and (ii), as determined by the Issuer after consultation with the Calculation Agent)

"Relevant Time" means approximately 10:30 a.m. (Sydney time).

"Reset Date" means the First Reset Date and each fifth anniversary date thereafter.

"Reset Determination Date" means, with respect to a Reset Period, the second Payment Business Day immediately preceding the Reset Date falling on the first day of the Reset Period.

"Reset Interest Rate" has the meaning given to such term in Condition 4(b)(ii) (*Interest – Rate of interest*).

"Reset Period" has the meaning given to such term in Condition 4(b)(ii) (*Interest – Rate of interest*).

"Reset Reference Bank Rate" means, in relation to any Reset Period, the percentage rate (rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards) determined by the Calculation Agent as follows:

- (a) the Calculation Agent will request each Reset Reference Bank to provide it with such Reset Reference Bank's 5-Year Mid-Swap Rate Quotation in relation to such Reset Period at approximately the Relevant Time on the Reset Determination Date in relation to such Reset Period; and
- (b) if at least three such 5-Year Mid-Swap Rate Quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean of the 5-Year Mid-Swap Rate Quotations provided, eliminating the highest 5-Year Mid-Swap Rate Quotation (or, in the event of equality, one of the highest) and the lowest 5-Year Mid-Swap Rate Quotation (or, in the event of equality, one of the lowest); or
- (c) if only two such 5-Year Mid-Swap Rate Quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean of the 5-Year Mid-Swap Rate Quotations provided; or
- (d) if only one such 5-Year Mid-Swap Rate Quotation is provided, the Reset Reference Bank Rate will be the 5-Year Mid-Swap Rate Quotation provided; or
- (e) if no such 5-Year Mid-Swap Rate Quotations are provided, the Reset Reference Bank Rate will be (i) if such Reset Determination Date is in relation to any Reset Period other than the Reset Period commencing on the First Reset Date, the 5-Year Semi Quarterly Mid-Swap Rate in respect of the immediately preceding Reset Period, or (ii) if such Reset Determination Date is in relation to the Reset Period commencing on the First Reset Date, 5.043 per cent. per annum.

"Reset Reference Banks" means up to four leading swap dealers in the AUD swap market, as selected by the Issuer after consultation with the Calculation Agent; provided, however, that the selection of the Reset Reference Banks shall be at the sole discretion and judgement of the Issuer, and that such determination shall be final and conclusive for all purposes and binding on the Holders, the Trustee, the Calculation Agent and the other Agents.

"Reserved Matter" has the meaning given to such term in Condition 15(a) (*Meetings of Holders; Modification and Waiver – Meetings of Holders*).

"Responsible Officer" means the chairman, representative corporate executive (*daihyou shikkouyaku*), chief executive officer, president, chief operating officer, vice chairman, deputy president, chief financial officer, corporate executive vice president, corporate senior vice president, corporate executive (*shikkou-yaku*), group executive, general manager, manager, vice president, or any other officer or assistant officer of the Issuer customarily performing functions similar to those performed by the persons who at the time shall be such officers.

"Screen Page" means Bloomberg Page IAUS10 (or (i) such other page as may replace that page on Bloomberg (or any successor to Bloomberg), or (ii) if there is no replacement page on Bloomberg (or on any successor to Bloomberg), such other page on such other information service that is the generally accepted page used by market participants at that time for purposes of observing the mid-market arithmetic mean of bid and offered swap rates for AUD swap transactions with a maturity of five years, in the case of each of clauses (i) and (ii), as determined by the Issuer after consultation with the Calculation Agent).

"Senior Dividend Preferred Shares" means any preferred shares of the Issuer ranking most senior in priority of payment as to dividends.

"Senior Indebtedness" means all liabilities (including liabilities under fixed-term subordinated debt) of the Issuer other than (i) liabilities under the Securities (except for liabilities which have become due and payable prior to the occurrence of a Liquidation Event and remain unpaid), (ii) Liquidation Parity Liabilities and (iii) Liquidation Junior Liabilities.

"Senior Liquidation Preferred Shares" mean the preferred shares of the Issuer, ranking most senior in priority of payment as to liquidation distributions.

"Special Taxation Measures Act" means the Special Taxation Measures Act of Japan (Act No. 26 of 1957, as amended) or any successor legislation thereto.

"Specially-Related Person of the Issuer" means, in respect of the Issuer, an individual non-resident of Japan or a non-Japanese corporation that in either case is a person having a special relationship with the Issuer as described in Article 6, Paragraph 4 of the Special Taxation Measures Act (or any successor provision thereto).

"Specified Office" has the meaning given to it in the Trust Deed.

"Total Going Concern Write-Down Amount" has the meaning given in Condition 9(b) (*Going Concern Write-Down and Write-Ups – Consequences Constituting a Going Concern Write-Down*).

"Write-Down and Cancellation" has the meaning set out in Condition 10(b) (*Write-Down and Cancellation – Effect of Bankruptcy Event and Write-Down and Cancellation*).

"Write-Down and Cancellation Date" means, upon the occurrence of a Non-Viability Event, the date to be determined by the Issuer after consultation with the FSA or any other relevant Japanese supervisory authority and notified to the relevant Holders in accordance with Condition 17 (*Notices*), such date to fall no more than 10 Business Days from the date of the relevant Write-Down and Cancellation Notice.

"Write-Down and Cancellation Notice" has the meaning set out in Condition 10(d) (*Write-Down and Cancellation – Write-Down and Cancellation Notice*).

"Write-Down or Conversion" means, with respect to any Going Concern Write-Down Instrument, the write-down or, if applicable, conversion to common shares of all or part of the Current Principal Amount outstanding of such Going Concern Write-Down Instrument (including an acquisition by a holder of the Going Concern Write-Down Instruments of shares of common stock in exchange for all or part of such Going Concern Write-Down Instruments pursuant to the Company Law).

"Write-Up" has the meaning given in Condition 9(f) (*Going Concern Write-Down and Write-Ups – Write-Up Upon a Return to Financial Health*).

"Write-Up Amount" means the product of the total amount determined by the Issuer after consultation with the FSA or any other relevant Japanese supervisory authority by which the Current Principal Amount outstanding of the Securities and the Current Principal Amount outstanding of any Write-Up Instruments is to be increased and a ratio, the numerator of which is AUD1,000 in the Original Principal Amount of the Securities minus the Current Principal Amount outstanding of the Securities per AUD1,000 in Original Principal Amount, and the denominator of which is the aggregate amount of (i) the Original Principal Amount of the Securities minus the Current Principal Amount outstanding of the Securities and (ii) the Original Principal Amount of any Write-Up Instruments minus the Current Principal Amount outstanding of any Write-Up Instruments (rounding any amount less than a whole cent down to the nearest whole cent).

"Write-Up Date" means the date that is determined by the Issuer in its sole discretion after consultation with the FSA or any other relevant Japanese supervisory authority and shall be no later than 20 Business Days following the date of the relevant Write-Up Notice.

"Write-Up Event" shall be deemed to occur when the Issuer determines, in its sole discretion and in accordance with the Applicable Banking Regulations and other applicable laws and regulations, to reinstate an amount of principal that was previously subject to a Going Concern Write-Down after the Issuer obtains prior confirmation from the FSA or any other relevant Japanese supervisory authority that its Consolidated Common Equity Tier 1 Capital Ratio will remain at a sufficiently high level after giving effect to the relevant Write-Up of the Securities (together with the write-up of any Write-Up Instruments).

"Write-Up Instrument" means any Going Concern Write-Down Instrument that includes provisions permitting the reinstatement of previously written-down principal amounts substantially similar to those applicable to the Securities.

"Write-Up Notice" has the meaning given in Condition 9(d) (*Going Concern Write-Down and Write-Ups - Notice of Going Concern Write-Down*).

"Written Application for Tax Exemption" means a written application for tax exemption (*hikazei tekiyo shinkokusho*) in the form obtainable from the Issuer or any Paying Agent, as appropriate, stating, among other things, the name and address and, if applicable, the Japanese individual or corporation ID number of the relevant beneficial owner of a Security, the title of the Securities, the relevant Interest Payment Date, the amount of interest payable and the fact that such beneficial owner is qualified to submit the Written Application for Tax Exemption.

(b) *Construction of certain references*

In these Conditions, unless otherwise specified or unless the context otherwise requires:

- (i) references to Securities being "outstanding" shall be construed in accordance with the Trust Deed;
- (ii) references to any issue or offer or grant to shareholders "as a class" or "by way of rights" shall be taken to be references to an issue or offer or grant to all or substantially all shareholders, as the case may be, other than shareholders, as the case may be, to whom, by reason of the laws of any territory or requirements of any recognised regulatory body or any other stock exchange or securities market in any territory or in connection with fractional entitlements, it is determined not to make such issue or offer or grant;
- (iii) references to any act or statute or any provision of any act or statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such modification or re-enactment; and
- (iv) headings and sub-headings are for ease of reference only and shall not affect the construction of these Conditions.

2. **Form, Denomination and Status**

(a) *Form and denomination*

The Securities are in registered form in the denominations of AUD250,000 and integral multiples of AUD1,000 in excess thereof (each, an **"Authorised Denomination"**).

(b) *Status and Subordination*

The Securities constitute direct and unsecured obligations of the Issuer that are conditional and subordinated, as provided under this Condition 2(b) (*Status and Subordination*), and shall at all times rank *pari passu* without any preference among themselves. As provided under this Condition 2(b) (*Status and Subordination*), upon the occurrence of a Liquidation Event, the Securities will be subordinated to all of the existing and future Senior Indebtedness (which includes fixed-term subordinated debt of the Issuer), and the Securities will rank at least *pari passu* with all of the existing and future Liquidation Parity Liabilities. Notwithstanding such ranking of the Securities, the Securities are subject to the Going Concern Write-Down and Write-Down and Cancellation provisions under Condition 9 (*Going Concern Write-Down and Write-Ups*) and Condition 10 (*Write-Down and Cancellation*), respectively.

The rights of the Holders will be subordinated in right of payment to all Senior Indebtedness upon the occurrence of a Liquidation Event. If a Liquidation Event has occurred, and so long as any such Liquidation Event shall continue, each Holder of the Securities will only have a Liquidation Claim. For so long as such Liquidation Event continues, no payments in respect of a Liquidation Claim shall be made unless and until a Condition for Liquidation Payment shall have occurred. Payments made in respect of a Liquidation Claim shall not exceed the applicable Liquidation Distributable Amount. At any time prior to the payment of a Liquidation Claim in accordance with

the subordination provisions under this Condition 2(b) (*Status and Subordination*), a Liquidation Claim shall be subject to a Going Concern Write-Down or the Write-Down and Cancellation upon the occurrence of a Capital Ratio Event, Non-Viability Event or Bankruptcy Event, as the case may be.

For the purposes of the calculation of the Liquidation Distributable Amount, the amount of Liquidation Claims and the amount of principal amount, accrued and unpaid interest and additional amounts in respect of any Liquidation Parity Liabilities and Liquidation Junior Liabilities that are not denominated in Japanese Yen shall be calculated in Japanese Yen, and the Liquidation Distributable Amount payable in respect of a Liquidation Claim upon an occurrence of a Condition for Liquidation Payment (if any) shall be initially calculated in Japanese Yen and converted into Australian dollars in which the Securities are denominated, each in a manner that the Issuer deems appropriate pursuant to applicable Japanese law.

The relative rankings and payment of the Liquidation Claims and other claims against the Issuer in any liquidation proceeding (*seisan*) in respect of the Issuer are in all events subject to the provisions of the Company Law, which prohibit distribution of residual assets to shareholders prior to payment or satisfaction of all of the then outstanding debts of the Issuer, including the Liquidation Claims to the extent not written down or cancelled pursuant to the Going Concern Write-Down provisions, the Write-Down and Cancellation provisions and the cancellation of interest payment provisions, subject to the subordination provisions, each described herein.

Notwithstanding that the Securities are stated to rank ahead of certain preferred shares and common shares of the Issuer as described above, the Securities are subject to a Going Concern Write-Down and the Write-Down and Cancellation under Condition 9 (*Going Concern Write-Down and Write-Ups*) and Condition 10 (*Write-Down and Cancellation*), respectively.

No amendment or modification which is prejudicial to any present or future creditor in respect of any Senior Indebtedness shall be made to the subordination provision contained in these Conditions or the Trust Deed. No such amendment or modification shall in any event be effective against any such creditor.

The Trust Deed provides, *inter alia*, that (i) if any payment of principal or interest in respect of the Security is made to the Trustee or any Holder after the occurrence of a Liquidation Event and the amount of such payment exceeds the amount, if any, that should have been paid to the Trustee or such Holder upon the proper application of the subordination provisions of such Securities under these Conditions or the Trust Deed, the payment of such excess amount shall be deemed null and void and the Trustee or the Paying Agent (to the extent they have not paid such amount to any Holder) or such Holder (as the case may be) shall be obliged to return the amount of the excess payment within 10 days after receiving notice of the excess payment, and (ii) upon the occurrence of a Liquidation Event and for so long as such Liquidation Event shall continue, any liabilities of the Issuer to such Holder under the Securities which would otherwise become so payable on or after the date on which such Liquidation Event occurs shall not be set off against any liabilities of such Holder owed to the Issuer unless, until and only in such amount as the liabilities of the Issuer under the Securities become payable pursuant to the proper application of the subordination provisions of such Securities under these Conditions or the Trust Deed.

If a Non-Viability Event or Bankruptcy Event occurs, it is expected that a Write-Down and Cancellation would take place before the treatment of the Issuer's remaining indebtedness or other securities without similar write-down features is determined.

3. **Register, Title and Transfers**

(a) *Register*

The Registrar will maintain a register (the "**Register**") in respect of the Securities in accordance with the provisions of the Agency Agreement. In these Conditions, the "**Holder**" of a Security means the Person in whose name such Security is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof). A certificate (each, a "**Certificate**") will be issued to each Holder in respect of its registered holding. Each Certificate will be numbered serially with an identifying number which will be recorded in the Register.

(b) *Title*

The Holder of each Security shall (except as otherwise required by law) be treated as the absolute owner of such Security for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing on the Certificate relating thereto (other than the endorsed form of transfer) or any notice of any previous loss or theft of such Certificate) and no Person shall be liable for so treating such Holder. No Person shall have any right to enforce any term or condition of the Securities or the Trust Deed under the Contracts (Rights of Third Parties) Act 1999.

(c) *Transfers*

Subject to paragraphs (f) (*Closed periods*) and (g) (*Regulations concerning transfers and registration*) below, a Security may be transferred upon surrender of the relevant Certificate, with the endorsed form of transfer duly completed, at the Specified Office of the Registrar or any Transfer Agent, together with such evidence as the Registrar or (as the case may be) such Transfer Agent may reasonably require to prove the title of the transferor and the authority of the individuals who have executed the form of transfer; **provided, however, that** a Security may not be transferred unless the principal amount of Securities transferred and (where not all of the Securities held by a Holder are being transferred) the principal amount of the balance of Securities not transferred are Authorised Denominations. Where not all the Securities represented by the surrendered Certificate are the subject of the transfer, a new Certificate in respect of the balance of the Securities will be issued to the transferor.

(d) *Registration and delivery of Certificates*

Within five business days upon receipt of the surrender of the relevant Certificate, the duly completed form of transfer and all evidence reasonably required by the Registrar or (as the case may be) the Transfer Agent in accordance with paragraph 3(c) (*Transfers*) above, the Registrar will register the transfer in question and deliver a new Certificate of a like principal amount to the Securities transferred to each relevant Holder at its Specified Office or (as the case may be) the Specified Office of any Transfer Agent or (at the request and risk of any such relevant Holder) by uninsured first class mail (airmail if overseas) to the address specified for the purpose by such relevant Holder. In this paragraph 3(d) (*Registration and delivery of Certificates*), "**business day**" means a day on which commercial banks are open for general business (including dealings in foreign currencies) in the city where the Registrar or (as the case may be) the relevant Transfer Agent has its Specified Office.

(e) *No charge*

The transfer of a Security will be effected without charge by or on behalf of the Issuer, the Registrar or any Transfer Agent but against such indemnity as the Registrar or (as the case may be) such Transfer Agent may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such transfer.

(f) *Closed periods*

Holders may not require transfers to be registered during the period of 15 days ending on any Interest Payment Date or the date fixed for redemption (if any), as the case may be.

(g) *Regulations concerning transfers and registration*

All transfers of Securities and entries on the Register are subject to the detailed regulations concerning the transfer of Securities scheduled to the Agency Agreement. The regulations may be changed by the Issuer with the prior written approval of the Trustee and the Registrar. A copy of the current regulations will be mailed (free of charge) by the Registrar to any Holder who requests in writing a copy of such regulations.

4. **Interest**

(a) *Interest accrual*

The Securities bear interest at the applicable Rate of Interest from (and including) the Issue Date and the amount of such interest will (subject to Condition 5 (*Cancellation of Interest Payment*), Condition 7 (*Payments*), Condition 9 (*Going Concern Write-Down and Write-Ups*) and Condition 10 (*Write-Down and Cancellation*)) be payable on each Interest Payment Date, in accordance with the provisions of this Condition 4 (*Interest*). Each Security will cease to bear interest from the date fixed for redemption (if any).

(b) *Rate of interest*

- (i) The rate of interest in respect of the period from (and including) the Issue Date to (but excluding) the First Reset Date will be the Initial Interest Rate.
- (ii) The rate of interest in respect of each subsequent period from (and including) each Reset Date to (but excluding) the next following Reset Date (each such period, a "**Reset Period**") shall be reset to a rate per annum equal to the aggregate of the 5-Year Semi Quarterly Mid-Swap Rate on the Reset Determination Date and 2.332 per cent. (rounded to three decimal places, with 0.0005 being rounded upwards) (the "**Reset Interest Rate**", such term including any replacement or fallback interest rate determined in accordance with these Conditions).

(c) *Interest Payment Dates*

- (i) Subject to Condition 5 (*Cancellation of Interest Payment*) and paragraph (ii) below, interest, if any, will be payable semi-annually in arrear on 15 January and 15 July of each year (each, an "**Interest Payment Date**").
- (ii) Subject to Condition 5 (*Cancellation of Interest Payment*), the first date on which interest may be paid will be 15 January 2027 for the period commencing on (and including) the Issue Date to (but excluding) 15 January 2027 (and thus a short first coupon for the period).

(d) *Calculation of interest amount*

Subject to Condition 5 (*Cancellation of Interest Payment*) and Condition 7 (*Payments*), the amount of interest payable in respect of each Security shall be calculated by applying the relevant Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest cent (half a cent being rounded upwards) and multiplying such rounded figure by a fraction equal to the Authorised Denomination of such Security divided by the Calculation Amount.

(e) *Determination of Reset Interest Rate*

Subject to Condition 4(f) (*Interest - Benchmark Replacement*), each Reset Interest Rate shall be determined by the Calculation Agent on the relevant Reset Determination Date.

(f) *Benchmark Replacement*

If the Issuer (in consultation with the Calculation Agent) determines prior to any Reset Determination Date that (x) one or more components of the rate referred to in clause (i) of the definition of the term "5-Year Semi Quarterly Mid-Swap Rate" (each an "**Existing Benchmark Component**") has been discontinued or (y) there has been a public statement or publication of information by the administrator of any Existing Benchmark Component or the regulatory supervisor for the administrator of any Existing Benchmark Component announcing that such Existing Benchmark Component is no longer representative, then the following provisions shall apply (subject to the subsequent operation of this Condition 4(f) (*Interest - Benchmark Replacement*)):

- (i) the Issuer shall use reasonable endeavours to appoint an Independent Adviser to determine (in consultation with the Issuer), in the Independent Adviser's discretion, in accordance

with subclause (iv) below, an alternative rate to the 5-Year Semi Quarterly Mid-Swap Rate (the "**Alternative Benchmark Rate**", which, for the avoidance of doubt, may consist of more than one component including one or more of the Existing Benchmark Components) no later than three Business Days prior to the Reset Determination Date relating to the next succeeding Reset Period (such Business Day, the "**Independent Adviser Determination Cut-off Date**", and such next succeeding Reset Period, the "**Affected Reset Period**") for purposes of determining the 5-Year Semi Quarterly Mid-Swap Rate in respect of the Affected Reset Period and all Reset Periods thereafter;

- (ii) if, prior to the Independent Adviser Determination Cut-off Date, the Issuer is unable to appoint an Independent Adviser or the Independent Adviser appointed by the Issuer fails to determine an Alternative Benchmark Rate in accordance with subclause (iv) below, then the Issuer (in consultation with the Calculation Agent) may determine in its discretion, in accordance with subclause (iv) below, the Alternative Benchmark Rate for purposes of determining the 5-Year Semi Quarterly Mid-Swap Rate in respect of the Affected Reset Period and all Reset Periods thereafter;
- (iii) if subclause (ii) above applies and the Issuer is unable or unwilling to determine the Alternative Benchmark Rate prior to the Reset Determination Date relating to the Affected Reset Period in accordance with subclause (iv) below, the 5-Year Semi Quarterly Mid-Swap Rate in respect of the Affected Reset Period will be equal to the 5-Year Semi Quarterly Mid-Swap Rate in respect of the immediately preceding Reset Period (or, if there is no preceding Reset Period, the Reset Interest Rate applicable to the Affected Reset Period will be equal to the Initial Interest Rate); provided, however, that, if this subclause (iii) applies to the Affected Reset Period, the Reset Interest Rate for all succeeding Reset Periods will be the Reset Interest Rate applicable to the Affected Reset Period as determined in accordance with this subclause (iii) unless (A) the Issuer, in its sole discretion, elects to determine an Alternative Benchmark Rate in respect of any such succeeding Reset Period and all Reset Periods thereafter in accordance with the processes set out in this Condition 4(f) (*Interest - Benchmark Replacement*), and (B) an Alternative Benchmark Rate is so determined;
- (iv) in the case of any determination of an Alternative Benchmark Rate pursuant to subclause (i) or (ii) above, such Alternative Benchmark Rate will be such rate as the Independent Adviser (in consultation with the Issuer) or the Issuer (in consultation with the Calculation Agent), as applicable, determines in its reasonable discretion has replaced the 5-Year Semi Quarterly Mid-Swap Rate in customary market usage, or, if the Independent Adviser or the Issuer, as applicable, determines in its reasonable discretion that there is no such rate, such other rate as the Independent Adviser (in consultation with the Issuer) or the Issuer (in consultation with the Calculation Agent) determines in its reasonable discretion is most comparable to the 5-Year Semi Quarterly Mid-Swap Rate; and
- (v) if the Independent Adviser or the Issuer determines an Alternative Benchmark Rate in accordance with the above provisions of this Condition 4(f) (*Interest – Benchmark replacement*),
 - (A) the Independent Adviser (in consultation with the Issuer) or, the Issuer (in consultation with the Calculation Agent) (as the case may be) shall also determine in its reasonable discretion (1) the method for obtaining such Alternative Benchmark Rate, including the page on or source from which such Alternative Benchmark Rate (or each of its components, if applicable) appears or is obtained (the "**Alternative Screen Page**"), and the time at which such Alternative Benchmark Rate (or each of its components, if applicable) appears on, or is obtained from, the Alternative Screen Page (the "**Alternative Relevant Time**"), (2) whether to apply an Adjustment Spread to such Alternative Benchmark Rate and, if so, the Adjustment Spread, which Adjustment Spread must be recognised or acknowledged as being in customary market usage in international debt capital markets transactions that reference the 5-Year Semi Quarterly Mid-Swap Rate, where such rate has been replaced by such Alternative Benchmark Rate, and (3) any alternative method for determining the 5-Year Semi Quarterly Mid-Swap Rate if such Alternative Benchmark Rate (or any of its components, if applicable)

is unavailable on the relevant Reset Determination Date, which alternative method shall be consistent with any Alternative Benchmark Rate that has broad market support;

- (B) for the Affected Reset Period and all Reset Periods thereafter, (1) clause (i) of the definition of the term "5-Year Semi Quarterly Mid-Swap Rate" shall be amended in accordance with the provisions of this Condition 4(f) (*Interest – Benchmark replacement*) to give effect to the determination described in subclause (A)(1) above and any Adjustment Spread determined pursuant to subclause (A)(2) above, and (2) clause (ii) of the definition of the term "5-Year Semi Quarterly Mid-Swap Rate" shall be amended in accordance with the provisions of this Condition 4(f) (*Interest – Benchmark replacement*) to give effect to the determination described in subclause (A)(3) above;
- (C) references to the Screen Page and/or the Relevant Quarterly Basis Screen Page and to the Relevant Time in these Conditions will be deemed to be references to the Alternative Screen Page and the Alternative Relevant Time, respectively;
- (D) if any changes to the definitions of the terms "Business Day", "Day Count Fraction", "Payment Business Day" and/or "Reset Determination Date" are necessary in order to implement the amendments described in subclause (B) above, such definitions shall be amended in accordance with the provisions of this Condition 4(f) (*Interest – Benchmark replacement*) to reflect such changes; and
- (E) the Issuer shall promptly give notice to the Holders in accordance with Condition 17 (*Notices*) specifying such Alternative Benchmark Rate (including any Adjustment Spread determined pursuant to subclause (A)(2) above and any alternative method for determining the 5-Year Semi Quarterly Mid-Swap Rate described in subclause (A)(3) above), the Alternative Relevant Page, the Alternative Relevant Time, and any amendments implemented in accordance with the provisions of this Condition 4(f) (*Interest – Benchmark replacement*) as described in subclauses (B) and (D) above.

Any determination, decision or election that is made by an Independent Adviser or by the Issuer for purposes of this Condition 4(f) (*Interest - Benchmark Replacement*) will be made in good faith and in a commercially reasonable manner, and will be conclusive and binding absent manifest error on the Holders, and, notwithstanding anything to the contrary in these Conditions or the Trust Deed or the Agency Agreement, shall become effective without consent from the Holders or any other party.

The Issuer may, without the consent of the Holders, make any amendment to these Conditions that it considers to be necessary or desirable to give effect to any Alternative Benchmark Rate determined in accordance with this Condition 4(f) (*Interest – Benchmark replacement*) (including any Adjustment Spread determined in accordance with subclause (v)(A)(2) above and any alternative method for determining the 5-Year Semi Quarterly Mid-Swap Rate described in subclause (v)(A)(3) above), and any related changes to the definitions of the terms "Business Day", "Day Count Fraction", "Payment Business Day" and/or "Reset Determination Date" determined to be necessary in accordance with subclause (v)(D) above.

For the avoidance of doubt, the Trustee and the Agents have agreed to and shall, at the direction and expense of the Issuer, effect such consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as may be required in order to give effect to this Condition 4(f) (*Interest – Benchmark replacement*) without consent from the Holders or any other party, and the Trustee shall be entitled to rely on such direction without any obligation to verify whether the requirements of this Condition 4(f) have been satisfied.

The Issuer shall notify the Holders of any amendments made pursuant to this Condition 4(f) (*Interest – Benchmark replacement*) in accordance with Condition 17 (*Notices*), which notice shall state the date on which such amendment will be effective.

(g) *Publication*

The Calculation Agent will cause each Reset Interest Rate and the amount of interest payable in respect of each Security for the applicable Calculation Period during the applicable Reset Period determined by it, together with the relevant Interest Payment Date, to be notified to the Issuer, the Paying Agents, the Trustee and the competent authority and/or stock exchange by which the Securities have then been admitted to listing and/or trading as soon as possible after such determination but in any event not later than the Reset Date. Notice thereof shall also be given to the Holders by the Calculation Agent in accordance with Condition 17 (*Notices*) as soon as possible after the determination thereof.

If at any time any Capital Ratio Event or Write-Up Date occurs, and the amount of interest for any Calculation Period is required to be amended from the amount of interest previously calculated pursuant to these Conditions, the Calculation Agent will, as soon as practicable, recalculate and amend the amount of interest for each relevant Calculation Period, and cause the amended amount of interest for the relevant Calculation Period and the relevant Interest Payment Date in relation to each such relevant Calculation Period to be notified to the Issuer, the Trustee and the Paying Agents, and such information will be notified or published to the Holders by the Calculation Agent in accordance with Condition 17 (*Notices*).

(h) *Notifications etc.*

All notifications, opinions, communications, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 4 (*Interest*) by the Calculation Agent will (in the absence of manifest error) be final and binding on the Issuer, the Trustee, the Paying Agents and the Holders. No Holder shall be entitled to proceed against the Calculation Agent, the Trustee, the Paying Agents or any of them in connection with the exercise or non-exercise by them of their powers, duties and discretions hereunder, including without limitation in respect of any notification, opinion, determination, certificate, calculation, quotation or decision given, expressed or made for the purposes of this Condition 4 (*Interest*).

5. **Cancellation of Interest Payment**

(a) *Optional Cancellation of Interest Payments*

If the Issuer determines that it is necessary to cancel payment of the interest on the Securities at any time and in its sole discretion, the Issuer may cancel payment of all or part of the interest accrued on the Securities on an Interest Payment Date. The Issuer may cancel any payment of all or part of interest pursuant to the foregoing, even if no cancellation of interest is required or the amount so cancelled exceeds the amount the Issuer is required to cancel due to the Interest Payable Amount Limitation, as described below under Condition 5(b) (*Cancellation of Interest Payment - Mandatory Cancellation of Interest Payments due to Interest Payable Amount Limitation*).

If the Issuer determines not to make an interest payment (or if the Issuer determines to make a payment of a portion, but not all, of such interest payment) on any Interest Payment Date, such non-payment will be deemed to be an effective cancellation of such interest payment (or the portion of such interest payment not paid) without any further action being taken or any other condition being satisfied.

If the Issuer determines to cancel an interest payment on the Securities (in whole or in part) in its sole discretion (and not pursuant to applicable laws or orders or administrative actions of the FSA or any other relevant Japanese supervisory authority, including an order of the FSA to submit and carry out a capital distribution constraints plan) on an Interest Payment Date under this Condition 5(a) (*Cancellation of Interest Payment - Optional Cancellation of Interest Payments*), (i) the Issuer shall procure that its board of directors shall not resolve, or present its own proposal at a general meeting of shareholders, to make a payment of a cash dividend on the Issuer's shares (in case of the Senior Dividend Preferred Shares, such cash dividend in excess of the product of one-half of the amount of the preferred cash dividend and a ratio, the numerator of which is the amount of interest to be paid on the Securities on such Interest Payment Date, and the denominator of which is the full amount of interest which should have been paid on the Securities on such Interest Payment Date (for the purposes of the calculation of the full amount of interest which should have

been paid on the Securities, the amount of interest shall be calculated without application of the mandatory cancellation of interest payment provisions in Condition 5(b) (*Cancellation of Interest Payment - Mandatory Cancellation of Interest Payments due to Interest Payable Amount Limitation*), even in the case where such provisions are applied)) to shareholders as of the immediately preceding record date of dividend payment, and (ii) the Issuer shall procure that the proportion of the amount that the Issuer cancels in respect of interest or dividends on or in respect of any Additional Tier 1 Liabilities that are due and payable on the same date as such Interest Payment Date to the full amount of such interest or dividends which should have been paid before cancellation on such date be at least equal to the proportion of the amount that the Issuer cancels in respect of the interest on the Securities on such Interest Payment Date to the full amount of such interest on the Securities which should have been paid before cancellation on such Interest Payment Date.

For the purposes of the determination of the proportion of the cancellation of interest or dividends on any Additional Tier 1 Liabilities, interest or dividends on or in respect of any Additional Tier 1 Liabilities shall be deemed to be due and payable on the same date as the applicable Interest Payment Date in relation to the Securities, notwithstanding the effect of any adjustments resulting from the methods of determining the Payment Business Days in relation to the Securities and the business days in relation to such Additional Tier 1 Liabilities.

Cancellation of Interest Payments under the Japanese Capital Distribution Constraints System

*The Issuer will make a determination to cancel interest payments if and to the extent the Issuer fails to meet the applicable regulatory capital buffer or leverage ratio buffer requirements and is so ordered by the FSA under the Japanese capital distribution constraints system. Under this system, if the Issuer fails to meet the applicable regulatory capital buffer or leverage ratio buffer requirements, the FSA has the authority to order the Issuer to submit and carry out a capital distribution constraints plan. A capital distribution constraints plan must be reasonably designed to restore the required regulatory capital buffers by restricting capital distributions, such as dividends on shares, dividends and interest on instruments qualifying as Additional Tier 1 capital, share buybacks, repurchase and redemption of instruments qualifying as Additional Tier 1 capital, and bonus payments, up to a certain amount depending on the level of the deficit in the Issuer's regulatory capital buffers or leverage ratio buffer. As a consequence, in the event that the Issuer's Consolidated Common Equity Tier 1 capital ratio or Tier 1 capital ratio is insufficient to meet the regulatory capital buffer or leverage ratio buffer requirements applicable to the Issuer, based on a capital distribution constraints plan submitted to the FSA, the Issuer will make a determination to cancel interest payments, in whole or in part, in respect of the Securities as described above under this Condition 5(a) (*Cancellation of Interest Payment - Optional Cancellation of Interest Payments*). See "Risk Factors —Risks Related to the Securities — Regulatory capital and other requirements may result in restrictions on our ability to make distributions in certain circumstances, in which case we may reduce or cancel interest payments on, or may be unable to redeem or repurchase, the Securities".*

(b) *Mandatory Cancellation of Interest Payments due to Interest Payable Amount Limitation*

In addition to the Issuer's ability to cancel interest payments in its sole discretion, as described in Condition 5(a) (*Cancellation of Interest Payment - Optional Cancellation of Interest Payments*), interest payments on the Securities will be subject to a limitation based on the Interest Payable Amount (such limitation, the "**Interest Payable Amount Limitation**") and, as a result, the Issuer will be prohibited from paying, and shall cancel, all or part of the interest on the Securities on an Interest Payment Date (including the Additional Amounts with respect thereto, if any), if, and to the extent that, the interest payable on the Securities on such Interest Payment Date (including the Additional Amounts with respect thereto, if any) exceeds the Interest Payable Amount.

For the purposes of the calculation of the Interest Payable Amounts or the Adjusted Distributable Amounts, any dividend or interest (including the Additional Amounts with respect thereto, or any amounts with respect thereto substantially similar to the Additional Amounts, as applicable, if any) shall be deemed to be paid in respect of the Securities, any Senior Dividend Preferred Shares, any Parity Securities and any Junior Securities on the date without any adjustments resulting from the methods of determining the Payment Business Days in relation to the Securities and the business days in relation to any Senior Dividend Preferred Shares, Parity Securities and Junior Securities.

For the purposes of the calculation of the Interest Payable Amounts or the Adjusted Distributable Amounts, the amounts of interest or dividends (including the Additional Amounts with respect thereto, or any amounts with respect thereto substantially similar to the Additional Amounts, as applicable, if any) in respect of the Securities, any Senior Dividend Preferred Shares, Parity Securities and Junior Securities that are not denominated in Japanese Yen shall be calculated in Japanese Yen in a manner that the Issuer deems appropriate, and the Interest Payable Amounts and the amount of interest (including the Additional Amounts with respect thereto, if any) on the Securities that is required to be cancelled on the relevant Interest Payment Date shall be initially calculated in Japanese Yen and converted into Australian dollars in which the Securities are denominated in a manner that the Issuer deems appropriate.

(c) *Effect of a Cancellation of Interest Payment*

Under these Conditions, interest payments are non-cumulative, and any interest amount (including Additional Amounts with respect thereto, if any), the payment of which is cancelled (in whole or in part) either in the Issuer's discretion or because such cancellation is mandatory due to the Interest Payable Amount Limitation, will be deemed not to have accrued and will not be due and payable at any time thereafter, and the Issuer shall be discharged and released from any and all of its obligations to pay such cancelled interest (and Additional Amounts with respect thereto, if any) on the Securities. Non-payment of such cancelled interest (or Additional Amount with respect thereto, if any) shall not constitute a breach, a default, an event of default or an event of acceleration under the Trust Deed or these Conditions. Accordingly, Holders will not have any claim therefor, whether or not interest is paid in respect of any other period.

The Trust Deed provides, inter alia, that (i) if any payment of interest in respect of the Securities all or part of which should have not been paid to such Holder upon the proper application of the optional or mandatory interest payment cancellation provisions in these Conditions or the Trust Deed is made to such Holder, such payment shall be deemed null and void, and such Holder or the Trustee or the Paying Agent (to the extent it has not paid such amount to any Holder) (as the case may be) shall be obliged to return the amount of the payment within 10 days after receiving notice of the payment, and (ii) any liabilities of the Issuer to such Holder in respect of interest on the Securities which was cancelled under the optional or mandatory interest payment cancellation provisions in these Conditions or the Trust Deed shall not be set off against any liabilities of such Holder owed to the Issuer.

(d) *Notices of Cancellation of Interest Payments*

If the Issuer determines to cancel all or part of a payment of interest on the Securities in its sole discretion as described in Condition 5(a) (*Cancellation of Interest Payment - Optional Cancellation of Interest Payments*), including pursuant to any capital distribution constraints plan, or if the Issuer cancels all or part of a payment of interest (including the Additional Amounts with respect thereto, if any) on the Securities because such cancellation is required due to the Interest Payable Amount Limitation as described in Condition 5(b) (*Cancellation of Interest Payment - Mandatory Cancellation of Interest Payments due to Interest Payable Amount Limitation*), the Issuer will endeavor to provide a written notice of such cancellation to the Holders in accordance with Condition 17 (*Notices*) and to the Trustee, the Principal Paying Agent and the Registrar at least 10 Business Days prior to the relevant Interest Payment Date. If such notice is to be delayed, the Issuer will endeavor to provide such notice as soon as possible. Such notice shall include (i) if the Issuer determines to cancel all or part of a payment of interest on the Securities in its sole discretion as described under Condition 5(a) (*Cancellation of Interest Payment - Optional Cancellation of Interest Payments*), including pursuant to any capital distribution constraints plan, the aggregate amount of the interest on the Securities to be cancelled and the aggregate amount of interest on the Securities to be paid (if any), or (ii) if the Issuer cancels all or part of a payment of interest (including the Additional Amounts with respect thereto, if any) on the Securities because such cancellation is required due to the Interest Payable Amount Limitation as described in Condition 5(b) (*Cancellation of Interest Payment - Mandatory Cancellation of Interest Payments due to Interest Payable Amount Limitation*), the Interest Payable Amount applicable to all of the Securities on the relevant Interest Payment Date. Any failure or delay by the Issuer to provide such notice will not have any impact on the effectiveness of, or otherwise invalidate, any such cancellation of interest payment, nor give Holders any rights as a result of such failure.

(e) *Calculating Interest Payments upon the Occurrence of a Capital Ratio Event or Write-Up of the Securities*

If one or more Capital Ratio Events occur during a Calculation Period, the Securities shall, for the entirety of such Calculation Period, bear interest based on the Current Principal Amount of the Securities on the immediately following Interest Payment Date, after giving effect to the Going Concern Write-Downs as if the Going Concern Write-Downs resulting from such Capital Ratio Events had occurred on the first day of such Calculation Period.

If a Write-Up Date occurs during a Calculation Period (except for the case where one or more Capital Ratio Events occurs during a period beginning on, and including, the Write-Up Date and ending on, but excluding, the immediately following Interest Payment Date, and the Current Principal Amount of the Securities on the immediately following Interest Payment Date, after giving effect to the Going Concern Write-Downs as if the Going Concern Write-Downs resulting from such Capital Ratio Events had occurred on the first day of such period, is less than the Current Principal Amount of the Securities on the date immediately preceding the Write-Up Date, in which case the Securities will bear interest as described in the immediately preceding paragraph), the Securities shall bear interest for such Calculation Period as follows:

- (i) for the portion of the Calculation Period beginning on, and including, the first day of such Calculation Period and ending on, but excluding, the relevant Write-Up Date, the Securities shall bear interest based on the Current Principal Amount of the Securities on the date immediately preceding the Write-Up Date, without giving effect to the Write-Up; and
- (ii) for the portion of the Calculation Period beginning on, and including, the Write-Up Date and ending on, but excluding, the immediately following Interest Payment Date, the Securities shall bear interest on the Current Principal Amount of the Securities on the immediately following Interest Payment Date, after giving effect to the Write-Up.

For subsequent Calculation Periods, the Securities shall continue to bear interest based on such Current Principal Amount of the Securities on the relevant Interest Payment Date until any subsequent Calculation Period during which one or more Capital Ratio Events or a Write-Up Date occur again in accordance with the terms of the Securities.

Notwithstanding the foregoing, as provided under this Condition 5(e) (*Cancellation of Interest Payment - Calculating Interest Payments upon the Occurrence of a Capital Ratio Event or Write-Up of the Securities*), any interest payments under the Securities shall be subject to the Going Concern Write-Down provisions as provided under Condition 9 (*Going Concern Write-Down and Write-Ups*).

(f) *Cessation of Accrual of Interest*

Notwithstanding anything to the contrary contained in these Conditions or the Trust Deed, no interest shall accrue on the Securities (i) during the period when the Current Principal Amount of the Securities is, or is deemed under Condition 5(e) (*Cancellation of Interest Payment - Calculating Interest Payments upon the Occurrence of a Capital Ratio Event or Write-Up of the Securities*) to be, one cent per AUD1,000 in Original Principal Amount, (ii) after the date fixed for redemption, or (iii) during any period where a Liquidation Event occurs and continues.

(g) *Subject to Other Provisions*

Notwithstanding anything to the contrary contained in these Conditions or the Trust Deed, any interest payments under the Securities shall be subject to the Going Concern Write-Down provisions, the Write-Down and Cancellation provisions, the Write-Up provisions, the cancellation of interest payment provisions, and the subordination provisions, each as provided in these Conditions or the Trust Deed.

(h) *Agreement to Cancellation of Interest Payments*

Each Holder of a Security, by its acquisition of such Security, whether upon original issue or upon transfer, assignment or exchange thereof, accepts and agrees that, to the extent and in the manner set forth herein that:

- (i) no amount of interest (including Additional Amounts with respect thereto, if any) shall become due and payable in respect of the relevant Calculation Period to the extent that it has been (x) cancelled (in whole or in part) by the Issuer at its sole discretion (including pursuant to any capital distribution constraints plan) and/or (y) required to be cancelled (in whole or in part) as a result of the Interest Payable Amount Limitation, and such Holder shall be bound by the cancellation of interest payment provisions in these Conditions;
- (ii) a cancellation of interest (including Additional Amounts with respect thereto, if any) (in each case, in whole or in part) in accordance with these Conditions or the Trust Deed shall not constitute a default or breach in payment or otherwise under the terms of the Securities;
- (iii) interest (including Additional Amounts with respect thereto, if any) will only be due and payable on an interest payment date to the extent it is not cancelled in accordance with Condition 5 (*Cancellation of Interest Payment*);
- (iv) any interest (including Additional Amounts with respect thereto, if any) cancelled (in each case, in whole or in part) in the circumstances described in Condition 5 (*Cancellation of Interest Payment*) shall not be due and shall not accumulate or be payable at any time thereafter, and Holders of the Securities shall have no rights thereto or to receive any additional interest or compensation as a result of such cancellation; and
- (v) except as otherwise described in Condition 5 (*Cancellation of Interest Payment*) or prohibited by applicable law or regulations, the Issuer has the right to use the funds from cancelled payments of interest (including Additional Amounts with respect thereto, if any) without restriction.

6. **Redemption and Purchase**

(a) *No fixed redemption date*

The Securities are perpetual securities in respect of which there is no fixed maturity or mandatory redemption date. Subject to the provisions of Condition 2(b) (*Form, Denomination and Status - Status and Subordination*), Condition 9 (*Going Concern Write-Down and Write-Ups*), Condition 10 (*Write-Down and Cancellation*) and Condition 11 (*No Events of Default or Rights of Acceleration; and Limited Remedies for Breach*) and without prejudice to the provisions of Condition 12 (*Prescription*), the Securities may be redeemed only at the option of the Issuer in accordance with the following provisions of this Condition 6 (*Redemption and Purchase*).

(b) *Issuer's call option*

Subject to prior confirmation of the FSA (if such confirmation is required under the Applicable Banking Regulations), the Issuer may, at its option, redeem the Securities, in whole but not in part, on the First Reset Date or on any subsequent Reset Date, on not less than 25 days' nor more than 60 days' prior notice to the Holders and to the Trustee, at a redemption price equal to 100 per cent. of the Original Principal Amount of the Securities, (together with accrued and unpaid interest to (but excluding) the date fixed for redemption and Additional Amounts, if any); **provided, however, that** the Issuer shall not have such option to redeem the Securities if the Current Principal Amount of the Securities has been subject to one or more Going Concern Write-Downs and such written-down amount has not been reinstated in full on the date fixed for redemption.

(c) *Redemption for Regulatory Event*

Subject to prior confirmation of the FSA (if such confirmation is required under the Applicable Banking Regulations), the Securities may be redeemed at the option of the Issuer, in whole but not in part, at any time on not less than 30 days' nor more than 60 days' prior notice to the Holders and to the Trustee, at a redemption price equal to 100 per cent. of the Current Principal Amount of the

Securities on the date fixed for redemption, (together with accrued and unpaid interest to (but excluding) the date fixed for redemption and Additional Amounts, if any), if the Issuer determines after consultation with the FSA or any other relevant Japanese supervisory authority that there is more than an insubstantial risk that the Securities may not be partially or fully included in the Issuer's Additional Tier 1 Capital under the applicable standards set forth in the Applicable Banking Regulations.

Prior to the giving of any notice of redemption pursuant to this paragraph, the Issuer will deliver to the Trustee a certificate signed by a Responsible Officer of the Issuer stating that the conditions precedent to such redemption have been fulfilled. The Trustee shall be entitled to accept and rely upon such certificate, without further enquiry, as sufficient evidence of the satisfaction of the conditions precedent described above, in which event it shall be conclusive and binding on the Holders.

(d) *Redemption for Tax Event*

Subject to prior confirmation of the FSA (if such confirmation is required under the Applicable Banking Regulations), the Securities may be redeemed at the option of the Issuer, in whole, but not in part, at any time, on not less than 30 days' nor more than 60 days' prior notice to the Holders and to the Trustee, at a redemption price equal to 100 per cent. of the Current Principal Amount of the Securities on the date fixed for redemption (together with accrued and unpaid interest to (but excluding) the date fixed for redemption and Additional Amounts, if any), if the Issuer determines prior to giving notice of redemption that, as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated thereunder) of Japan (or any political subdivision or taxing authority of Japan) affecting taxation, or any change in the official position regarding the application or interpretation of such laws, regulations or rulings (including a holding, judgment, or order by a court of competent jurisdiction), which change, amendment, application or interpretation becomes effective on or after 9 October 2026, (i) the Issuer is, or on the next Interest Payment Date would be, required to pay any Additional Amounts in respect of Japanese taxes, or (ii) any interest on the Securities ceases to be treated as being a deductible expense for the purpose of the Issuer's corporate tax, and, in each case of (i) or (ii) above, such event cannot be avoided by measures reasonably available to the Issuer; **provided, that** in the case of (i) above, no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obligated to make such payment of Additional Amounts if a payment in respect of the Securities were then due.

Prior to the giving of any notice of redemption pursuant to this paragraph, the Issuer will deliver to the Trustee a certificate signed by a Responsible Officer of the Issuer stating that the conditions precedent to such redemption have been fulfilled and an opinion of an independent tax counsel or tax consultant of recognised standing reasonably satisfactory to the Trustee to the effect that the circumstances referred to above exist. The Trustee shall be entitled to accept and rely upon such certificate, without further enquiry, as sufficient evidence of the satisfaction of the conditions precedent described above, in which event it shall be conclusive and binding on the Holders.

(e) *Automatic Rescission of Redemption Notice*

A redemption notice will be automatically rescinded and will have no force and effect, and no redemption amount will be due and payable, if a Capital Ratio Event, Non-Viability Event or Bankruptcy Event or a Liquidation Event occurs prior to the applicable redemption date, in which case the Securities will be subject to a Going Concern Write-Down, a Write-Down and Cancellation or the subordination provisions as provided under these Conditions, as the case may be. If a redemption notice is rescinded for any of the reasons described in the previous sentence, the Issuer will endeavour to promptly deliver written notice to the Holders and the Trustee, specifying the occurrence of the relevant event.

(f) *Purchase*

The Issuer or any member of the Group may, at any time, subject to prior confirmation of the FSA (if such confirmation is required under the Applicable Banking Regulations), purchase or otherwise acquire any or all of the outstanding Securities in the open market or otherwise at any price, in accordance with applicable law and regulation. Subject to applicable law, neither the Issuer nor

any member of the Group shall have any obligation to offer to purchase any Securities held by any Holder as a result of the Issuer's or any member of the Group's purchase or offer to purchase Securities held by any other Holder in the open market or otherwise.

(g) *Cancellation*

Any Securities purchased or otherwise acquired by or on behalf of the Issuer or any member of the Group shall not operate as a redemption or satisfaction of the indebtedness represented by such Securities unless and until such Securities are surrendered to the Registrar or a Paying Agent for cancellation. Upon such surrender, the Registrar or such Paying Agent, as applicable, shall cancel such Securities and dispose of such cancelled Securities in accordance with its procedures.

(h) *Subject to Other Provisions*

Notwithstanding anything to the contrary contained in these Conditions or the Trust Deed, any redemption under the Securities shall be subject to the Going Concern Write-Down provisions, the Write-Down and Cancellation provisions, the Write-Up provisions, the cancellation of interest payment provisions, and the subordination provisions, each as provided in these Conditions or the Trust Deed.

Applicable Banking Regulations Related to Optional Redemption and Repurchases

Under these Conditions, any redemption or repurchases of the Securities shall be subject to prior confirmation of the FSA (if such confirmation is required under the Applicable Banking Regulations) as described under this Condition 6 (Redemption and Purchase).

Under the Applicable Banking Regulations, the FSA is expected not to grant any prior confirmation required for any redemption or repurchases of the Securities unless (i) the Issuer replaces the Securities by capital instruments of an equal or higher quality under the terms that are considered to be appropriate for the Issuer's income capacity on or before such redemption or repurchases or (ii) the Issuer is expected to maintain its consolidated regulatory capital ratios at a level sufficiently in excess of the minimum requirements after such redemption or repurchases.

7. **Payments**

(a) *Principal*

Payments of principal shall be made by Australian dollar cheque drawn on, or, upon application by a Holder to the Specified Office of the Principal Paying Agent not later than the 15th day before the due date for any such payment, by transfer to an Australian dollar account maintained by the payee with, a bank that processes payments in Australian dollars and (in the case of redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Certificates at the Specified Office of any Paying Agent.

(b) *Interest*

Payments of interest shall be made by Australian dollar cheque drawn on, or, upon application by a Holder to the Specified Office of the Principal Paying Agent not later than the 15th day before the due date for any such payment, by transfer to an Australian dollar account maintained by the payee with, a bank that processes payments in Australian dollars and (in the case of interest payable on redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Certificates at the Specified Office of any Paying Agent.

(c) *Payments subject to fiscal laws*

All payments in respect of the Securities are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, or other laws and regulations to which the Issuer or its Agents agree to be subject and, save as provided in Condition 8 (*Taxation*), neither the Issuer nor any of its Agents will be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations or agreements. No commissions or expenses shall be charged to the Holders in respect of such payments.

(d) *Payments on Payment Business Days*

Subject to Condition 5 (*Cancellation of Interest Payment*), Condition 6 (*Redemption and Purchase*), Condition 9 (*Going Concern Write-Down and Write-Ups*) and Condition 10 (*Write-Down and Cancellation*), where payment is to be made by transfer to an Australian dollar account, payment instructions (for value the relevant Interest Payment Date or the date fixed for redemption, as the case may be, or, if such date is not a Payment Business Day, for value the next succeeding Payment Business Day (but no interest will accrue during the period from and after the Interest Payment Date or the date fixed for redemption, as the case may be)) will be initiated and, where payment is to be made by Australian dollar cheque, the cheque will be mailed: (i) (in the case of payments of principal and interest payable on redemption) on the later of the date fixed for redemption and the day on which the relevant Certificate is surrendered (or, in the case of part payment only, endorsed) at the Specified Office of a Paying Agent; and (ii) (in the case of payments of interest payable other than on redemption) on the relevant Interest Payment Date. A Holder shall not be entitled to any interest or other payment in respect of any delay in payment resulting from: (A) the date fixed for redemption or the relevant Interest Payment Date, as the case may be, not being a Payment Business Day; or (B) a cheque mailed in accordance with this Condition 7 (*Payments*) arriving after the due date for payment or being lost in the mail.

(e) *Partial payments*

If a Paying Agent makes a partial payment in respect of any Security, the Issuer shall procure that the amount and date of such payment are noted on the Register and, in the case of partial payment upon presentation of a Certificate, that a statement indicating the amount and the date of such payment is endorsed on the relevant Certificate.

(f) *Record Date*

Each payment in respect of a Security will be made to the person shown as the Holder in the Register at the opening of business in the place of the Registrar's Specified Office on the 15th day before the relevant Interest Payment Date or the date fixed for redemption (if any), as the case may be (the "**Record Date**"). Where payment in respect of a Security is to be made by cheque, the cheque will be mailed to the address shown as the address of the Holder in the Register at the opening of business on the relevant Record Date.

8. **Taxation**

(a) *Gross up*

All payments of principal and interest in respect of the Securities by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of Japan (or any political subdivision of, or authority in, or of, Japan having power to tax), unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law. In that event, the Issuer shall pay such additional amounts ("**Additional Amounts**") as will result in receipt by the Holders after such withholding or deduction 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:

- (i) to or on behalf of a Holder (or a beneficial owner thereof) who is liable to such taxes, duties, assessments or governmental charges in respect of such Security by reason of its having some connection with Japan other than the mere holding of the Security;
- (ii) to or on behalf of a Holder (or a beneficial owner thereof) (A) who would otherwise be exempt from any such withholding or deduction but who fails to comply with any applicable requirement to provide certification, information, documents or other evidence concerning its nationality, residence, identity or connection with Japan, including any requirement to provide Interest Recipient Information or to submit a Written Application for Tax Exemption to the Issuer or a Paying Agent, as appropriate, or (B) whose Interest Recipient Information is not duly communicated through the Participant and the relevant international clearing organisation to a Paying Agent, as appropriate;

- (iii) to or on behalf of a Holder (or a beneficial owner thereof) who is for Japanese tax purposes treated as an individual resident of Japan or a Japanese corporation (except for (A) a Designated Financial Institution who complies with the requirement to provide Interest Recipient Information or to submit a Written Application for Tax Exemption and (B) an individual resident of Japan or a Japanese corporation who duly notifies (directly or through the Participant or otherwise) a Paying Agent, as appropriate, of its status as not being subject to Japanese taxes to be withheld or deducted by the Issuer, by reason of such individual resident of Japan or Japanese corporation receiving interest on the relevant Security through a payment handling agent in Japan appointed by it);
- (iv) to or on behalf of a Holder (or a beneficial owner thereof) who is an individual non-resident of Japan or a non-Japanese corporation that is a Specially-Related Person of the Issuer;
- (v) to or on behalf of a Holder (or a beneficial owner thereof) who presents or surrenders the relevant Certificate (where presentation or surrender is required, as the case may be) for payment more than 30 days after the Relevant Date, except to the extent that the Holder (or the beneficial owner thereof) would have been entitled to such Additional Amounts on presenting or surrendering such Certificate for payment on the last day of such period of 30 days;
- (vi) to or on behalf of a Holder (or the beneficial owner thereof) which is a fiduciary or partnership or is not the sole beneficial owner of the payment of the principal of, or any interest on, any Security and Japanese law requires the payment to be included for tax purposes in the income of a beneficiary or settlor with respect to such fiduciary or a member of such partnership or a beneficial owner, in each case, who would not have been entitled to such Additional Amounts had it been the Holder of such Security (or the beneficial owner thereof);
- (vii) where definitive Securities are issued so that they are independently traded; or
- (viii) in any case that is a combination of any of (i) through (vii) above.

Notwithstanding anything to the contrary in this Condition 8 (*Taxation*), none of the Issuer, any paying agent or any other person shall be required to pay any additional amounts with respect to any withholding or deduction imposed on or in respect of any Security pursuant to Section 1471 to 1474 of the U.S. Internal Revenue Code of 1986, as amended ("**FATCA**"), any treaty, law, regulation or other official guidance implementing FATCA, or any agreement between the Issuer, a paying agent or any other person and the United States, any other jurisdiction, or any authority of any of the foregoing implementing FATCA.

(b) *Securities held by a Participant*

Where a Security is held through a Participant, in order to receive payments free of withholding or deduction by the Issuer for, or on account of, Japanese taxes, if the relevant beneficial owner of a Security is (i) an individual non-resident of Japan or a non-Japanese corporation that in either case is not a Specially-Related Person of the Issuer or (ii) a Designated Financial Institution, all in accordance with the Act, such beneficial owner must, at the time of entrusting a Participant with the custody of the relevant Security, provide Interest Recipient Information and advise the Participant if such beneficial owner ceases to be so exempted, including the case where the relevant beneficial owner of the Security who is an individual non-resident of Japan or a non-Japanese corporation becomes a Specially-Related Person of the Issuer.

(c) *Securities not held by a Participant*

Where a Security is not held by a Participant, in order to receive payments free of withholding or deduction by the Issuer for, or on account of, Japanese taxes, if the relevant beneficial owner of a Security is (i) an individual non-resident of Japan or a non-Japanese corporation that in either case is not a Specially-Related Person of the Issuer or (ii) a Designated Financial Institution, all in accordance with the Act, such beneficial owner must, prior to each date on which it receives

interest, submit to the Issuer or a Paying Agent, as appropriate, a Written Application for Tax Exemption, together with documentary evidence regarding its identity and residence.

(d) *Deemed representation*

By subscribing for, purchasing or otherwise acquiring the Securities, each Holder will be deemed to have represented that it is a beneficial owner who is (i) for Japanese tax purposes, neither an individual resident of Japan or a Japanese corporation, nor an individual non-resident of Japan or a non-Japanese corporation that in either case is a Specially-Related Person of the Issuer, or (ii) a Designated Financial Institution.

(e) *Reimbursement*

If (i) subsequent to making a payment on the Securities without withholding or deduction of Japanese taxes, the Issuer is required to remit to the Japanese taxing authority any amount in respect of Japanese taxes that should have been withheld or deducted from such payment, together with any interest and penalties, due to the failure of the beneficial owner to provide accurate Interest Recipient Information or otherwise properly claim an exemption from Japanese taxes imposed with respect to such payment, and (ii) such beneficial owner would not have been entitled to receive Additional Amounts with respect to such payment had Japanese taxes been withheld from the payment when it was made, such beneficial owner, but not any subsequent beneficial owner of the Securities, shall be required to reimburse the Issuer, in Japanese Yen, for the amount remitted by the Issuer to the Japanese taxing authority.

(f) *Taxing jurisdiction*

If the Issuer becomes subject at any time to any taxing jurisdiction other than Japan, references in these Conditions to Japan shall be construed as references to Japan and/or such other jurisdiction.

9. **Going Concern Write-Down and Write-Ups**

(a) *Effect of Capital Ratio Event, Suspension and Going Concern Write-Down*

Notwithstanding anything to the contrary contained in these Conditions or the Trust Deed, upon the occurrence of a Capital Ratio Event, no Current Principal Amount of, or interest on, or other amounts (including Additional Amounts) payable in respect of the Securities, other than with respect to the Current Principal Amount, any Additional Amounts and interest, that have become due and payable prior to the occurrence of the Capital Ratio Event (as identified in paragraph (ii) of this Condition 9(a) (*Going Concern Write-Down and Write-Ups - Effect of Capital Ratio Event, Suspension and Going Concern Write-Down*) below) and remain unpaid, shall thereafter become due to the extent related to the relevant Going Concern Write Down Amount, and the Issuer's obligations with respect to, and any claims for, the payment of the Current Principal Amount of, or interest on, or other amount (including Additional Amounts) payable in respect of the Securities, except for payments of the Current Principal Amount, any Additional Amounts and interest that have become due and payable prior to the occurrence of the Capital Ratio Event and remain unpaid, will be suspended to the extent related to the relevant Going Concern Write-Down Amount from the occurrence of the Capital Ratio Event until the relevant Going Concern Write-Down Date.

On a Going Concern Write-Down Date:

- (i) the Current Principal Amount of the Securities, except for principal that has become due and payable prior to the occurrence of the Capital Ratio Event and remains unpaid, will be written down by an amount equal to the relevant Going Concern Write-Down Amount, the interest on the Securities (including Additional Amounts) will be written down by an amount equal to the interest on the relevant Going Concern Write-Down Amount, and the Issuer shall be discharged and released from any and all of its obligations to pay the Current Principal Amount of the Securities in an amount equal to the relevant Going Concern Write-Down Amount and the interest on the Securities (including Additional Amounts) in an amount equal to the interest on the relevant Going Concern Write-Down Amount (including Additional Amounts), and all references to the Current Principal Amount, any Additional Amounts, interest and any other amount under the Securities shall be construed accordingly, in each case other than the Current Principal Amount, any

Additional Amounts and interest that have become due and payable prior to the occurrence of the Capital Ratio Event and remain unpaid;

- (ii) the Issuer's obligations shall remain with respect to (A) any accrued and unpaid interest on or the Current Principal Amount of the Securities and (B) any Additional Amounts, in each case, if and only to the extent that such interest, the Current Principal Amount, or Additional Amounts, as applicable, became due and payable to the Holders prior to the occurrence of the Capital Ratio Event and remain unpaid; and
- (iii) the Holders shall be deemed to have irrevocably waived their right to claim or receive, and no longer have any rights against the Issuer with respect to, and cannot instruct the Trustee to enforce, payment of the Current Principal Amount of the Securities to the extent of the relevant Going Concern Write-Down Amount or interest on the relevant Going Concern Write-Down Amount (including Additional Amounts) and any other amount payable in respect of the Securities, except as described in paragraph (ii) above.

A Capital Ratio Event may occur on any number of occasions and, accordingly, the Securities may be written down on any number of occasions. For the avoidance of doubt, the Current Principal Amount of the Securities may never be reduced to below one cent per AUD1,000 in Original Principal Amount as a result of any Going Concern Write-Down.

(b) *Consequences Constituting a Going Concern Write-Down*

The events described in paragraphs (i) through (iii) of Condition (a) (*Effect of Capital Ratio Event, Suspension and Going Concern Write-Down*) are referred to as a "**Going Concern Write-Down**".

In these Conditions the following expressions have the following meanings:

A "**Capital Ratio Event**" will be deemed to have occurred when the Issuer's Consolidated Common Equity Tier 1 Capital Ratio, that the Issuer has reported or publicly announced, as applicable, in any of: (i) an annual financial condition report (*kessan jokyo hyo*) or a semi-annual financial condition report (*chukan kessan jokyo hyo*) submitted by the Issuer to the FSA or any other relevant Japanese supervisory authority (including such report under the Banking Law), (ii) an annual business report (*gyomu hokokusho*) or a semi-annual business report (*chukan gyomu hokokusho*) submitted by the Issuer to the FSA or any other relevant Japanese supervisory authority (including such report under the Banking Law), (iii) a public announcement made by the Issuer in accordance with applicable Japanese law (including such announcement under the Banking Law) or the rules of a relevant Japanese securities exchange, or (iv) a report made by the Issuer to the FSA or any other relevant Japanese supervisory authority after consultation with the outside auditor of the Issuer following the results of an inspection of the FSA or any other relevant Japanese supervisory authority (including such report under the Banking Law), has fallen below 5.125%; **provided, however, that** a Capital Ratio Event shall be deemed to have not occurred if prior to such report or public announcement, (a) the Issuer submits a plan to the FSA or any other competent regulatory authority, under which plan its Consolidated Common Equity Tier 1 Capital Ratio is expected to increase above 5.125% in the absence of a Going Concern Write-Down of the Securities, and (b) the FSA or any other competent regulatory authority approves such plan. In such case, the Issuer will endeavor to, as soon as practicable after the Issuer reports or publicly announces, as applicable, its Consolidated Common Equity Tier 1 Capital Ratio, deliver a written notice to the Holders, the Trustee and the Paying Agent in accordance with these Conditions or the Trust Deed, confirming that a Capital Ratio Event shall be deemed to have not occurred. Any failure or delay by the Issuer to deliver such notice shall not change or delay the effect of the non-occurrence of the Capital Ratio Event on its payment obligations under the Securities, or give Holders any rights as a result of such failure or delay.

"**Going Concern Write-Down Amount**" means, on any Going Concern Write-Down Date, the amount by which the Current Principal Amount outstanding of the Securities per AUD1,000 in Original Principal Amount is to be reduced on such date, such amount being:

- (i) the product of the Total Going Concern Write-Down Amount and a ratio, the numerator of which is the Current Principal Amount outstanding of the Securities per AUD1,000 in Original Principal Amount, and the denominator of which is the aggregate amount of the

Current Principal Amount outstanding of all of the Securities and the Current Principal Amount outstanding of any Going Concern Write-Down Instruments (other than any Going Concern Full Write-Down Instrument) (rounding any amount less than a whole cent up to the nearest whole cent); or

- (ii) if the amount set forth in (i) is equal to or greater than the Current Principal Amount of the Securities per AUD1,000 in Original Principal Amount, then the amount necessary to reduce the Current Principal Amount of the Securities to one cent per AUD1,000 in Original Principal Amount.

"Total Going Concern Write-Down Amount" means the amount determined by the Issuer after consultation with the FSA or any other relevant Japanese supervisory authority that would be sufficient in order to restore its Consolidated Common Equity Tier 1 Capital Ratio above 5.125% by the Going Concern Write-Down of all or part of the Current Principal Amount outstanding of the Securities and the Write-Down or Conversion of the Current Principal Amount outstanding of any Going Concern Write-Down Instrument (other than any Going Concern Full Write-Down Instrument); **provided, however, that** any amount subject to the Write-Down or Conversion of the Current Principal Amount outstanding of any Going Concern Write-Down Instrument (the **"Going Concern Full Write-Down Instrument"**) that by its terms provides for the Write-Down or Conversion of such instrument in excess of the amount that would have been subject to the Write-Down or Conversion assuming such instrument contained terms substantially equivalent to the Going Concern Write-Down provisions applicable to the Securities as described under this Condition 9 (*Going Concern Write-Down and Write-Ups*) shall be deducted from the Total Going Concern Write-Down Amount (and if the Total Going Concern Write-Down Amount becomes less than zero, the Total Going Concern Write-Down Amount shall be zero).

For the purposes of the calculation of the Going Concern Write-Down Amount, the Current Principal Amount outstanding of the relevant series of Securities and the Current Principal Amount outstanding of any Going Concern Write-Down Instruments that are not denominated in Japanese Yen shall initially be calculated in Japanese Yen, and the Going Concern Write-Down Amount shall be initially calculated in Japanese Yen and converted into Australian dollars in which the Securities are denominated, each in a manner that the Issuer deems appropriate.

(c) *Limitation of Rights upon a Capital Ratio Event*

Notwithstanding anything to the contrary contained in these Conditions or the Trust Deed, upon the occurrence of a Capital Ratio Event, other than any claims with respect to the Current Principal Amount, any Additional Amounts and interest that have become due and payable prior to the occurrence of the Capital Ratio Event and remain unpaid:

- (i) the Holders of such Securities shall have no rights whatsoever under the Trust Deed or the Securities to take any action or enforce any rights or to instruct the Trustee to take any action or enforce any rights whatsoever;
- (ii) any instruction previously given to the Trustee by any Holders of such Securities (by way of Extraordinary Resolution or otherwise) shall cease automatically and shall be null and void and of no further effect, without prejudice to any indemnity, security and/or pre-funding previously provided to the Trustee in connection with such instruction;
- (iii) no Holder of such Securities may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer arising under, or in connection with, the Securities and each Holder of the Securities shall, by virtue of its holding of any Securities, be deemed to have irrevocably waived all such rights of set-off, compensation or retention; and
- (iv) no Holder of such Securities shall be entitled to make any claim in any bankruptcy, insolvency, civil rehabilitation, corporate reorganisation, liquidation or other similar proceedings involving the Issuer or have any ability to initiate or participate in any such proceedings or do so through a representative;

in the case of each of paragraphs (i) through (iv) of this Condition 9(c) (*Going Concern Write-Down and Write-Ups - Limitation of Rights upon a Capital Ratio Event*), to the extent such right, instruction, exercise, claim or pleading pertains to the Current Principal Amount of the Securities that has been or will be subject to a Going Concern Write-Down as a result of such Capital Ratio Event having occurred, or interest thereon (including Additional Amounts), unless such Current Principal Amount has been reinstated, as described below under Condition 9(f) (*Going Concern Write-Down and Write-Ups - Write-Up Upon a Return to Financial Health*);

- (v) if any payment on such Securities is made to the Holder of such Securities with respect to a payment obligation that was subject to a Going Concern Write-Down as described in this Condition 9(c) (*Going Concern Write-Down and Write-Ups - Limitation of Rights upon a Capital Ratio Event*), then the payment of such amount shall be deemed null and void and the Holder and the Trustee or the Paying Agent (to the extent they have not paid such amount to any Holder) shall be obliged to return the amount of such payment immediately; and
- (vi) any liabilities of the Issuer to the Holder of such Securities in respect of such Securities which was subject to the Going Concern Write-Down as described in this Condition 9(c) (*Going Concern Write-Down and Write-Ups - Limitation of Rights upon a Capital Ratio Event*) shall not be set off against any liabilities of such Holder owed to the Issuer.

(d) *Notice of Going Concern Write-Down*

As soon as practicable following the occurrence of a Capital Ratio Event, the Issuer shall endeavour to give a written notice to the Holders in accordance with Condition 17 (*Notices*) and to the Trustee, the Principal Paying Agent and the Registrar, and such written notice (a "**Going Concern Write-Down Notice**") shall (i) state that a Capital Ratio Event has occurred and a Going Concern Write-Down will therefore take place on the Going Concern Write-Down Date, and (ii) specify the Going Concern Write-Down Date, the relevant Going Concern Write-Down Amount and the Current Principal Amount of the Securities on the relevant Going Concern Write-Down Date after giving effect to the relevant Going Concern Write-Down, in respect of all of the Securities. Any failure or delay by the Issuer to provide a Going Concern Write-Down Notice shall not change or delay the effect of the Capital Ratio Event on its payment obligations on the Securities nor give Holders any rights as a result of such failure or delay.

(e) *Agreement to Going Concern Write-Down*

Each Holder of a Security, by its acquisition of such Security, whether upon original issue or upon transfer, assignment or exchange thereof, accepts and agrees that, to the extent and in the manner set forth herein:

- (i) upon the occurrence of a Capital Ratio Event and a Going Concern Write-Down, such Holders shall be deemed to have irrevocably waived their right to claim or receive, and not to have any rights against the Issuer with respect to, and cannot instruct the Trustee to enforce, the payment of Current Principal Amount of the Securities to the extent of the relevant Going Concern Write-Down Amount or interest thereon (including Additional Amounts with respect thereto, if any) and shall be bound by the provisions in this Condition 9 (*Going Concern Write-Down and Write-Ups*);
- (ii) upon the occurrence of a Capital Ratio Event after the issuance of a redemption notice, (1) such redemption notice shall be automatically rescinded, (2) no redemption amount shall become due and payable, and (3) the Securities shall become subject to a Going Concern Write-Down; and
- (iii) no such Going Concern Write-Down, or rescission in accordance with these Conditions or the Trust Deed shall constitute a default or breach in payment or otherwise under these Conditions.

Following the receipt of a Going Concern Write-Down Notice setting forth that the Current Principal Amount of the Securities will be reduced to one cent per AUD1,000 in Original Principal Amount, Euroclear and/or Clearstream, Luxembourg are expected to suspend all clearance and

settlement of the Securities through each of them, and after such suspension, to mark-down all positions relating to the Securities on its records to one cent per AUD1,000 in Original Principal Amount to reflect the Going Concern Write-Down. However, the records of Euroclear and Clearstream, Luxembourg (or any other relevant clearing system) and/or any participant through which an investor may be holding the Securities may not be updated, or there may be a delay in updating such records, for the Capital Ratio Event, or Euroclear and Clearstream, Luxembourg (or any other relevant clearing system) and/or any participant through which an investor may be holding the Securities may not suspend, or may delay in suspending, all such clearance and settlement of the Securities. All clearance and settlement of the Securities, whether prior to the occurrence of the Capital Ratio Event, or thereafter, through any of Euroclear and/or Clearstream, Luxembourg (or any other relevant clearing system) and any participant through which an investor may be holding the Securities will be subject to procedures of each of them that are in place at such time. Notwithstanding the foregoing, the Holders will not have any rights against the Issuer to the extent of the Current Principal Amount of the Securities that has been or will be subject to a Going Concern Write-Down as a result of such Capital Ratio Event having occurred, or interest thereon (including Additional Amounts) immediately upon the occurrence of the Capital Ratio Event, regardless of whether they have received actual or constructive notice of such fact, except with respect to claims for payments under the Securities that have become due and payable prior to the occurrence of the Capital Ratio Event, the Going Concern Write-Down shall take place on the Going Concern Write-Down Date, and the effect of the Capital Ratio Event on its payment obligations on the Securities shall not be changed or delayed. See "Risk Factors — Risks Related to the Securities — Following a Non-Viability Event, a Bankruptcy Event or a Capital Ratio Event, clearance and settlement of Securities will be suspended and may not be completed as expected or at all".

(f) *Write-Up Upon a Return to Financial Health*

Subject to the Applicable Banking Regulations and other applicable laws and regulations, upon occurrence of a Write-Up Event, the Issuer may elect to cause the Current Principal Amount of the outstanding Securities that have been subject to one or more Going Concern Write-Downs to be increased by the relevant Write-Up Amount on a Write-Up Date, by reinstating an amount of principal that was previously subject to a Going Concern Write-Down by the relevant Write-Up Amount on such Write-Up Date. Each such reinstatement is referred to as a "**Write-Up**".

For the purposes of the calculation of the Write-Up Amount, the Original Principal Amount and the Current Principal Amount outstanding of the Securities and the Original Principal Amount and the Current Principal Amount outstanding of any Write-Up Instruments that are not denominated in Japanese Yen shall initially be calculated in Japanese Yen, and the Write-Up Amount shall be initially calculated in Japanese Yen and converted into Australian dollars in which the Securities are denominated, each in a manner that the Issuer deems appropriate.

Notwithstanding anything to the contrary contained in these Conditions, no Write-Up Event shall occur (i) after any date fixed for the redemption, (ii) after a Liquidation Claim becomes due and payable pursuant to the subordination provisions under Condition 2(b) (*Form, Denomination and Status - Status and Subordination*), or (iii) after an occurrence of a Non-Viability Event or a Bankruptcy Event.

The Securities may be subject to one or more Write-Ups, but in no event shall the Current Principal Amount of the Securities, after giving effect to any Write-Up, exceed the Original Principal Amount of the Securities.

Upon a Write-Up, claims of Holders with respect to payments of principal of the Securities that were previously waived upon the occurrence of a Going Concern Write-Down, and the Issuer's obligations to pay the principal of the Securities that were previously discharged and released upon the occurrence of a Going Concern Write-Down, shall be reinstated, and such waiver, discharge and release previously given or granted shall be of no further effect, to the extent of the relevant Write-Up Amount, without any retroactive effect, on the relevant Write-Up Date.

(g) *Notice of Write-Up*

As soon as practicable after the occurrence of a Write-Up Event, the Issuer shall endeavor to give a written notice to the Holders in accordance with Condition 17 (*Notices*) and to the Trustee, the Principal Paying Agent and the Registrar, and such written notice (a "**Write-Up Notice**") shall confirm its determination to effect a Write-Up, the relevant Write-Up Date, the relevant Write-Up Amount and the Current Principal Amount of the Securities on the relevant Write-Up Date after giving effect to the relevant Write-Up, in respect of all of the Securities.

10. **Write-Down and Cancellation**

(a) *Effect of Non-Viability Event, Suspension and Write-Down and Cancellation*

Notwithstanding anything to the contrary contained in these Conditions or the Trust Deed, upon the occurrence of a Non-Viability Event, no principal of, interest on or other amounts (including Additional Amounts) under the Securities, other than with respect to principal, any Additional Amounts and interest, that have become due and payable prior to the occurrence of the Non-Viability Event (as identified in paragraph (ii) of this Condition 10(a) (*Write-Down and Cancellation - Effect of Non-Viability Event, Suspension and Write-Down and Cancellation*) below) and remain unpaid, shall thereafter become due, and the Issuer's obligations with respect to, and any claims for, the payment of any such amounts, except for payments of principal, any Additional Amounts and interest that have become due and payable prior to the occurrence of the Non-Viability Event and remain unpaid, will be suspended from the occurrence of the Non-Viability Event until the Write-Down and Cancellation Date.

On the Write-Down and Cancellation Date:

- (i) the principal, any Additional Amounts and interest and any other amount under each Security shall be permanently written down to zero, the Issuer shall be discharged and released from any and all of its obligations to pay the principal, any Additional Amounts, interest and any other amount under the Securities, and the Securities shall be cancelled and all references to the principal amount, any Additional Amounts, interest and any other amount under the Securities shall be construed accordingly, in each case other than principal amount, any Additional Amounts and interest that have become due and payable prior to the occurrence of the Non-Viability Event and remain unpaid;
- (ii) the Issuer's obligations shall remain with respect to (A) any accrued and unpaid interest on or principal of the Securities and (B) any Additional Amounts, in each case, if and only to the extent that such interest or Additional Amount or principal or other amount, as applicable, became due and payable to the Holders of such Securities prior to the occurrence of the Non-Viability Event and remain unpaid; and
- (iii) the Holders of Securities shall be deemed to have irrevocably waived their right to claim or receive, and no longer have any rights against the Issuer with respect to, and cannot instruct the Trustee to enforce, payment of principal, any Additional Amounts, interest and any other amount under the Securities, except as described in paragraph (ii) above.

(b) *Effect of Bankruptcy Event and Write-Down and Cancellation*

Notwithstanding anything to the contrary contained in these Conditions or the Trust Deed, upon the occurrence of a Bankruptcy Event, no principal of, interest on or other amounts (including Additional Amounts) under the Securities, other than with respect to principal, any Additional Amounts and interest, that have become due and payable prior to the occurrence of the Bankruptcy Event (as identified in paragraph (ii) of this Condition 10(b) (*Write-Down and Cancellation - Effect of Bankruptcy Event and Write-Down and Cancellation*) below) and remain unpaid, shall thereafter become due, and immediately upon such occurrence:

- (i) the principal, any Additional Amounts and interest and any other amount under each Security shall be permanently written down to zero, the Issuer shall be discharged and released from any and all of its obligations to pay the principal, any Additional Amounts, interest and any other amount under the Securities, and the Securities shall be cancelled and all references to the principal amount, any Additional Amounts, interest and any other

amount under the Securities shall be construed accordingly, in each case other than principal amount, any Additional Amounts and interest that have become due and payable prior to the occurrence of the Bankruptcy Event and remain unpaid;

- (ii) the Issuer's obligations shall remain with respect to (A) any accrued and unpaid interest on or principal of the Securities and (B) any Additional Amounts, in the case of each of subparagraphs (A) and (B) of this paragraph (ii), if and only to the extent that such interest or Additional Amount or principal or other amount, as applicable, became due and payable to the Holders of such Securities prior to the occurrence of the Bankruptcy Event and remain unpaid; and
- (iii) the Holders of Securities shall be deemed to have irrevocably waived their right to claim or receive, and no longer have any rights against the Issuer with respect to, and cannot instruct the Trustee to enforce, payment of principal, any Additional Amounts, interest and any other amount under the Securities, except as described in paragraph (ii) above.

The events described in paragraphs (i) through (iii) of Condition 10(a) (*Write-Down and Cancellation - Effect of Non-Viability Event, Suspension and Write-Down and Cancellation*) and Condition 10(b) (*Write-Down and Cancellation - Effect of Bankruptcy Event and Write-Down and Cancellation*) are referred to as a "**Write-Down and Cancellation**".

(c) *Limitation of Rights upon a Non-Viability Event or Bankruptcy Event*

Notwithstanding anything to the contrary contained in these Conditions or the Trust Deed, upon the occurrence of a Non-Viability Event or a Bankruptcy Event, other than any claims with respect to principal, any Additional Amounts and interest that have become due and payable prior to the occurrence of the Non-Viability Event or the Bankruptcy Event, as the case may be, and remain unpaid:

- (i) the Holders of such Securities shall have no rights whatsoever under the Trust Deed or the Securities to take any action or enforce any rights or to instruct the Trustee to take any action or enforce any rights whatsoever;
- (ii) except for any pre-funding, indemnity and/or security provided by any Holder of such Securities in such instruction or related to such instruction, any instruction previously given to the Trustee by any Holders of such Securities (by way of Extraordinary Resolution or otherwise) shall cease automatically and shall be null and void and of no further effect;
- (iii) no Holder of such Securities may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer arising under, or in connection with, the Securities and each Holder of the Securities shall, by virtue of its holding of any Securities, be deemed to have irrevocably waived all such rights of set-off, compensation or retention;
- (iv) no Holder of such Securities shall be entitled to make any claim in any bankruptcy, insolvency, civil rehabilitation, corporate reorganisation, liquidation or other similar proceedings involving the Issuer or have any ability to initiate or participate in any such proceedings or do so through a representative;
- (v) if any payment on such Securities is made to the Holder of such Securities with respect to a payment obligation that did not become due and payable prior to the occurrence of the Non-Viability Event or the Bankruptcy Event, as the case may be, then the payment of such amount shall be deemed null and void and the Holder and the Trustee or the Paying Agent (to the extent they have not paid such amount to any Holder) shall be obliged to return the amount of such payment immediately; and
- (vi) any liabilities of the Issuer to the Holder of such Securities in respect of such Securities which was subject to the Write-Down and Cancellation shall not be set off against any liabilities of the Holder owed to the Issuer.

(d) *Write-Down and Cancellation Notice*

As soon as practicable following the occurrence of a Non-Viability Event or the Bankruptcy Event, the Issuer shall endeavour to give a written notice to the Holders in accordance with Condition 17 (*Notices*) and to the Trustee, the Principal Paying Agent and the Registrar, and such written notice (a "**Write-Down and Cancellation Notice**") shall (i) state that a Non-Viability Event or the Bankruptcy Event, as the case may be, has occurred and a Write-Down and Cancellation will therefore take place on the Write-Down and Cancellation Date or the date of occurrence of the Bankruptcy Event, as the case may be, and (ii) specify the Write-Down and Cancellation Date or the date of occurrence of the Bankruptcy Event, as the case may be. Any failure or delay by the Issuer to provide a Write-Down and Cancellation Notice shall not change or delay the effect of the Non-Viability Event or the Bankruptcy Event, as the case may be, on its payment obligations on the Securities.

(e) *Agreement to Write-Down and Cancellation*

Each Holder of a Security, by its acquisition of such Security, whether upon original issue or upon transfer, assignment or exchange thereof, accepts and agrees that, to the extent and in the manner set forth herein:

- (i) upon the occurrence of a Non-Viability Event or a Bankruptcy Event and a Write-Down and Cancellation of the Securities, Holders shall be deemed to have irrevocably waived their right to claim or receive, and not to have any rights against the Issuer with respect to, payment of principal of or interest on the Securities (including Additional Amounts with respect thereto, if any) (except for any payments of principal, interest or other amounts that have become due and payable prior to the occurrence of such event) and shall be bound by the provisions of this Condition 10 (*Write-Down and Cancellation*);
- (ii) upon the occurrence of a Non-Viability Event or Bankruptcy Event or a Liquidation Event after the issuance of a redemption notice, (1) such redemption notice shall be automatically rescinded, (2) no redemption amount becoming due and payable, (3) in case of the occurrence of a Non-Viability Event or Bankruptcy Event, the Securities shall become subject to a Write-Down and Cancellation, and (4) in case of the occurrence of a Liquidation Event, the Securities shall become subject to the subordination provisions of Condition 3; and
- (iii) no such Write-Down and Cancellation, or rescission in accordance with these Conditions or the Trust Deed shall constitute a default or breach in payment or otherwise under the terms of the Securities.

Following the receipt of a Write-Down and Cancellation Notice, Euroclear and/or Clearstream, Luxembourg are expected to suspend all clearance and settlement of the Securities through each of them, and after such suspension, to mark-down all positions relating to the Securities in its records to reflect the Write-Down and Cancellation. However, the records of Euroclear and Clearstream, Luxembourg (or any other relevant clearing system) and/or any participant through which an investor may be holding the Securities may not be updated, or there may be a delay in updating such records, for the Non-Viability Event or the Bankruptcy Event, as the case may be, or Euroclear and Clearstream, Luxembourg (or any other relevant clearing system) and/or any participant through which an investor may be holding the Securities may not suspend, or may delay in suspending, all such clearance and settlement of the Securities. All clearance and settlement of the Securities, whether prior to the occurrence of the Non-Viability Event or the Bankruptcy Event, as the case may be, or thereafter, through any of Euroclear and/or Clearstream, Luxembourg (or any other relevant clearing system) and any participant through which an investor may be holding the Securities will be subject to procedures of each of them that are in place at such time. Notwithstanding the foregoing, the Holders will not have any rights against the Issuer immediately upon the occurrence of the Non-Viability Event or the Bankruptcy Event, as the case may be, regardless of whether they have received actual or constructive notice of such fact, except with respect to claims for payments under the Securities that have become due and payable prior to the occurrence of the Non-Viability Event or the Bankruptcy Event, as the case may be, the Write-Down and Cancellation shall take place on the Write-Down and Cancellation Date or the date of occurrence of the Bankruptcy Event, as the case may be, and the effect of the Non-Viability Event

or the Bankruptcy Event, as the case may be, on its payment obligations on the Securities shall not be changed or delayed. See "Risk Factors — Risks Related to the Securities — Following a Non-Viability Event, a Bankruptcy Event or a Capital Ratio Event, clearance and settlement of Securities will be suspended and may not be completed as expected or at all".

11. No Events of Default or Rights of Acceleration; and Limited Remedies for Breach

(a) *No Events of Default or Rights of Acceleration*

Non-payment of principal of or interest on the Securities (including Additional Amounts with respect thereto, if any) or breach of covenants in the Trust Deed or the Securities or any other event shall not constitute an event of default or an event of acceleration under the Trust Deed or the Securities or give rise to any right of the Holders or the Trustee to declare the principal of or interest on the Securities to be due and payable or accelerate any payment of such principal or interest, and there are no events of default or circumstances in respect of the Securities that entitle the Holders or the Trustee to require that the Securities become immediately due and payable.

Upon the occurrence and continuation of a Liquidation Event, the rights of Holders shall be a Liquidation Claim, payment of which is subject to the subordination provisions under these Conditions.

(b) *Trustee remedies following a breach*

Subject to the subordination provisions, the Going Concern Write-Down provisions, the Write-Down and Cancellation provisions and the cancellation of interest payment provisions set out in these Conditions and the Trust Deed, the Trust Deed provides that, if a breach of obligations has occurred, has not been waived and is continuing, the Trustee may, in its discretion, proceed to protect and enforce the rights vested in it by the Trust Deed by such judicial proceedings as the Trustee considers appropriate, whether for the specific enforcement of any covenant or agreement contained in the Trust Deed or the Securities or in aid of the exercise of any power granted in the Trust Deed.

The Trust Deed provides that a "**breach**" with respect to the Securities means each one of the following events which shall have occurred and be continuing:

- (i) the Issuer's failure to pay the principal, if, when and to the extent due, or, to pay the interest when due unless the Issuer determined to cancel such interest payment in respect of the Securities, and the continuance of any such failure for a period of 30 days after the date when due, unless the Issuer shall have cured such failure by payment within such period or
- (ii) the Issuer's failure to duly perform or observe any other term, covenant or agreement in the Trust Deed in respect of the Securities for a period of 90 days after the date on which written notice of such failure, requiring the Issuer to remedy the same, shall have been given first to the Issuer (and to the Trustee in the case of notice by the Holders referred to below) by the Trustee or Holders of at least 25% in Current Principal Amount of the Securities outstanding (such notification must specify the breach, demand that it be remedied and state that the notification is a "Notice of Breach" under the Trust Deed).

(c) *Limitation on proceedings by Holders*

No Holder shall be entitled to institute any action or proceeding at law or in equity or in bankruptcy or otherwise upon or under or with respect to the Trust Deed or the Securities, or for the appointment of a trustee, receiver, liquidator, custodian or other similar official, or for any other remedy under the Trust Deed or the Securities, unless: (i) such Holder has previously given written notice to the Trustee of a breach and the continuance of such breach; (ii) Holders of not less than 25 per cent. in Current Principal Amount of the outstanding Securities have made a written request to the Trustee to institute such action or proceeding in its own name as trustee; (iii) such Holders have offered to the Trustee such indemnity and/or security and/or pre-funding as the Trustee may require to its satisfaction against the costs, expenses and liabilities to be incurred in connection with such action or proceeding; (iv) the Trustee has failed to institute such action or proceeding within 60 days after receipt of such notice, request and offer of indemnity and/or security and/or

pre-funding; and (v) no direction inconsistent with such written request has been given to the Trustee by the Holders in accordance with the Trust Deed. No Holder shall have any right to affect, disturb or prejudice the rights of any other Holder, to obtain or seek to obtain priority or preference over any other Holder, or to enforce any right under the Trust Deed or the Securities, except by satisfying the requirements in paragraphs (i) to (v) above and by acting for the equal, rateable and common benefit of all Holders.

12. **Prescription**

Claims arising, to the extent permitted under these Conditions, for principal and interest on redemption or the Liquidation Claim shall become void unless the relevant Certificates are surrendered for payment within ten years of the appropriate Relevant Date.

13. **Replacement of Certificates**

If any Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Registrar, subject to all applicable laws and stock exchange requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Certificates must be surrendered before replacements will be issued.

14. **Trustee and Agents**

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility and liability towards the Issuer and the Holders, including (i) provisions relieving it from taking action unless indemnified and/or secured and/or pre-funded to its satisfaction, (ii) provisions limiting or excluding its liability in certain circumstances and (iii) provisions entitling it to payment of its fees, costs and expenses in priority to the claims of the Holders.

The Trust Deed also contains provisions pursuant to which the Trustee is entitled, *inter alia*, (a) to enter into business transactions with the Issuer and/or any of the Issuer's subsidiaries and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer and/or any of the Issuer's subsidiaries and (b) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

The Trustee may rely without liability to the Holders on an opinion, advice, certificate or information obtained from any lawyer, banker, valuer, surveyor, broker, auctioneer, accountant or other expert, whether or not addressed to it and whether 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 opinion, advice, certificate or information and shall not be responsible for any liability occasioned by so acting.

In acting under the Agency Agreement and in connection with the Securities, the Agents act solely as agents of the Issuer and (to the extent provided therein) the Trustee and do not assume any obligations towards or relationship of agency or trust for or with any of the Holders.

The initial Agents and their initial Specified Offices are listed below. The Issuer reserves the right (with the prior approval of the Trustee) at any time to vary or terminate the appointment of any Agent and to appoint a successor registrar or principal paying agent and additional or successor paying agents and transfer agents; **provided, however, that** the Issuer shall at all times maintain (a) a principal paying agent and a registrar, and (b) a calculation agent.

Notice of any change in any of the Agents or in their Specified Offices shall be given to the Holders.

15. **Meetings of Holders; Modification and Waiver**

(a) *Meetings of Holders*

The Trust Deed contains provisions for convening meetings of Holders to consider matters relating to the Securities, including the modification of any provision of these Conditions or the Trust Deed. Any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting

may be convened by the Issuer or by the Trustee and shall be convened by the Trustee upon the request in writing of Holders holding not less than one-tenth of the Current Principal Amount of the outstanding Securities. The quorum at any meeting convened to vote on an Extraordinary Resolution will be two or more Persons holding or representing one more than half of the Current Principal Amount of the outstanding Securities or, at any adjourned meeting, two or more Persons being or representing Holders whatever the Current Principal Amount of the Securities held or represented; **provided, however, that** certain proposals (including any proposal (i) to reduce the principal amount of the Securities, other than upon the occurrence of a Capital Ratio Event, Non-Viability Event, Bankruptcy Event or Liquidation Event as provided in these Conditions or the Trust Deed; (ii) to reduce the rate of interest on the Securities or extend the time for payment of interest on the Securities, other than upon the occurrence of a Capital Ratio Event, Non-Viability Event, Bankruptcy Event or Liquidation Event or due to the cancellation of interest as provided in these Conditions or the Trust Deed; (iii) to reduce any amount payable on redemption of the Securities, other than upon the occurrence of a Capital Ratio Event, Non-Viability Event, Bankruptcy Event or Liquidation Event as provided in these Conditions or the Trust Deed; (iv) to change the currency or other terms in or under which the principal of, any premium on, or interest on, the Securities is payable; (v) to change the Issuer's obligations to pay any Additional Amounts for any tax, assessment or governmental charge withheld or deducted; (vi) to modify or amend any provisions relating to the agreement to subordinate, or the terms of subordination of, the Securities; (vii) to remove, amend or modify the Going Concern Write-Down provisions, the Write-Down and Cancellation provisions or the cancellation of interest payment provisions in a manner not permitted to be effected without the consent of Holders; (viii) to impair the right of any Holder to institute suit for any payment on any Security when due, subject always to the subordination provisions, the Going Concern Write-Down provisions, the Write-Down and Cancellation provisions and the cancellation of interest payment provisions set out in these Conditions and the Trust Deed; or (ix) to reduce the percentage of Securities, the consent of the Holders of which is required to modify the Trust Deed or these Conditions (each, unless such change is expressly permitted without the consent of Holders pursuant to these Conditions, a "**Reserved Matter**") may only be sanctioned by an Extraordinary Resolution passed at a meeting of Holders at which two or more Persons holding or representing not less than two-thirds or, at any adjourned meeting, one quarter of the aggregate principal amount of the outstanding Securities form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Holders, whether present or not.

In addition, a resolution in writing signed by or on behalf of all Holders who for the time being are entitled to receive notice of a meeting of Holders under the Trust Deed will take effect as if it were an Extraordinary Resolution. 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 Holders.

(b) *Modification and waiver*

Subject to Condition 15(c) (*Meetings of Holders; Modification and Waiver - Prior confirmation of FSA*), the Trustee may, from time to time and at any time, without any consent or sanction of the Holders, agree with the Issuer in making (a) any modification of these Conditions, the Trust Deed or the Securities (other than in respect of Reserved Matters) provided that the Trustee is of the opinion that such modification will not be materially prejudicial to the interests of the Holders, (b) any modification to these Conditions, the Trust Deed or the Securities if, in the opinion of the Trustee, such modification is of a formal, minor or technical nature or is to correct a manifest error, (c) any modification to the Trust Deed, these Conditions or the Securities to remove, amend or modify the going-concern, non-viability or bankruptcy write-down provisions or the cancellation of interest payment provisions therein; provided, however, that such removal, amendment or modification does not adversely affect the interests of the Holders in any material respect or the treatment of the Securities as the Issuer's Additional Tier 1 Capital.

Subject to Condition 15(c) (*Meetings of Holders; Modification and Waiver - Prior confirmation of FSA*), the Trustee shall, without the consent or sanction of the Holders, concur with the Issuer in making any modification to these Conditions, the Trust Deed or the Securities which the Issuer certifies to the Trustee in a certificate signed by a Responsible Officer (upon which certificate the Trustee shall be entitled to rely absolutely and without further enquiry or liability) is required in order to comply with the procedures of Euroclear, Clearstream, Luxembourg or any other relevant clearing system, **provided that** the Trustee shall not be obliged to, but may, concur to any such

modification which, in the opinion of the Trustee, would have the effect of (i) exposing the Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) adding to or increasing the obligations, liabilities or duties, or decreasing the rights, powers, authorisations, discretions, indemnities or protections, of the Trustee under these Conditions, the Trust Deed or the Securities.

Any such modification shall be binding on the Holders and, unless the Trustee otherwise agrees, the Issuer shall cause such modification to be notified to the Holders as soon as practicable thereafter in accordance with these Conditions.

Notwithstanding the foregoing, no amendment or modification which is prejudicial to any present or future creditor in respect of any Senior Indebtedness shall be made to the subordination provision contained in these Conditions or the Trust Deed. No such amendment or modification shall in any event be effective against any such creditor of Senior Indebtedness.

In addition, the Trustee may, without the consent of the Holders, authorise or waive any proposed breach or breach of the Securities or the Trust Deed (other than a proposed breach or breach relating to the subject of a Reserved Matter) if, in the opinion of the Trustee, the interests of the Holders will not be materially prejudiced thereby.

Unless the Trustee agrees otherwise, any such authorisation, waiver or modification shall be notified to the Holders as soon as practicable thereafter in accordance with Condition 17 (*Notices*).

In addition, pursuant to Condition 4(f) (*Interest – Benchmark Replacement*), certain changes may be made to the Conditions in the circumstances and as otherwise set out in such Condition, without the requirement for consent of the Holders or any other party.

(c) *Prior confirmation of FSA*

Prior to the Issuer agreeing to any modification, waiver, authorisation or amendment of these Conditions or the Trust Deed which removes, modifies or amends any principal term of the Securities, the Issuer shall obtain the prior confirmation of the FSA, if such prior confirmation is required under the Applicable Banking Regulations.

(d) *Effect for the Holders*

Any such modification, waiver, authorization or determination shall be binding on all the Holders and, unless the Trustee agrees otherwise, shall be notified to the Holders as soon as practicable thereafter in accordance with Condition 17 (*Notices*).

In connection with the exercise of its powers, trusts, authorities or discretions (including, but not limited to, those in relation to any such modification, waiver, authorisation or substitution as aforesaid) the Trustee shall have regard to the interests of the Holders as a class but shall not have regard to any interests arising from circumstances particular to individual Holders (whatever their number) and in particular, but without limitation, shall not have regard to the consequences of such exercise for individual Holders resulting from the individual Holders being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and the Trustee shall not be entitled to require, nor shall any Holder be entitled to claim, from the Issuer any indemnification or payment in respect of any tax consequences of any such exercise upon individual Holders, except to the extent already provided for in Condition 8 (*Taxation*) and/or any undertaking given in addition to, or in substitution for, Condition 8 (*Taxation*) pursuant to the Trust Deed.

16. **Further Issues**

The Issuer may from time to time, without the consent of the Holders and in accordance with the Trust Deed, create and issue further Securities having the same terms and conditions as the Securities in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Securities. The Issuer may from time to time, with the consent of the Trustee, create and issue other series or securities having the benefit of the Trust Deed.

The Trust Deed contains provisions for convening a single meeting of the Holders and the holders of other securities where the Trustee so decides.

17. **Notices**

Notices to the Holders will be sent to them by first class mail (or its equivalent) or (if posted to an overseas address) by airmail at their respective addresses on the Register or if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe or the United Kingdom and, if the Securities are admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange and it is a requirement of applicable law or regulations, notices to Holders will be published on the date of such mailing in a leading newspaper having general circulation in Luxembourg (which is expected to be *Luxemburger Wort*) or published on the website of the Luxembourg Stock Exchange (www.LuxSE.com). Any such notice shall be deemed to have been given on the fourth day after the date of mailing.

18. **Governing Law and Jurisdiction**

(a) *Governing Law*

The Securities and the Trust Deed and any non-contractual obligations arising out of or in connection with the Securities and the Trust Deed are governed by English law.

(b) *Jurisdiction*

The Issuer has in the Trust Deed (i) agreed that the courts of England shall have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of or in connection with the Securities; (ii) agreed that those courts are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue that any other courts are more appropriate or convenient; and (iii) designated MUFG Bank, Ltd., London Branch, presently at Ropemaker Place, 25 Ropemaker Street, London EC2Y 9AN, United Kingdom, to accept service of any process on its behalf. The Trust Deed also states that nothing contained in the Trust Deed prevents the Trustee or any of the Holders from taking proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction and that, to the extent allowed by law, the Trustee or any of the Holders may take concurrent Proceedings in any number of jurisdictions.

FORM OF THE SECURITIES

The Securities will be issued in registered form and will be represented by a global certificate (the "**Global Certificate**"). The Global Certificate will be deposited on or around the issue date with a common depositary for Euroclear and/or Clearstream, Luxembourg and registered in the name of such depositary (or its nominee) and will be exchangeable in whole, but not in part, for individual certificates ("**Individual Certificates**") if Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business.

Whenever the Global Certificate is to be exchanged for Individual Certificates, such Individual Certificates will be issued in an aggregate Current Principal Amount equal to the Current Principal Amount of the Global Certificate within five business days of the delivery, by or on behalf of the registered holder of the Global Certificate, Euroclear and/or Clearstream, Luxembourg, to the Registrar of such information as is required to complete and deliver such Individual Certificates (including, without limitation, the names and addresses of the persons in whose names the Individual Certificates are to be registered and the principal amount of each such person's holding) against the surrender of the Global Certificate at the Specified Office of the Registrar. Such exchange will be effected in accordance with the provisions of the Agency Agreement and the regulations concerning the transfer and registration of Securities scheduled thereto and, in particular, shall be effected without charge to any Holder or the Trustee, but against such indemnity as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange. In this paragraph, "**business day**" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the city in which the Registrar has its Specified Office.

In addition, the Global Certificates will contain provisions that modify the Terms and Conditions of the Securities as they apply to the Securities evidenced by the Global Certificate. The following is a summary of certain of those provisions:

Payments: All payments in respect of the Global Certificate which, according to the Conditions, require surrender or endorsement of a Certificate will be made against surrender of the Global Certificate (or in the case of part payment only, endorsement) to or to the order of any Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Securities.

Payments on business days: In the case of all payments made in respect of the Global Certificate "**Payment Business Day**" means any day (other than a Saturday, Sunday or public holiday) on which banks are open for general business (including dealings in foreign currencies) in London, Tokyo and Sydney.

Payment Record Date: Each payment in respect of the Global Certificate will be made to the person shown as the Holder in the Register at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment (the "**Record Date**") where "**Clearing System Business Day**" means a day on which each clearing system for which the Global Certificate is being held is open for business.

Notices: Notwithstanding Condition 17 (*Notices*), so long as the Securities are represented by the Global Certificate deposited with a depositary or a common depositary for Euroclear, Clearstream, Luxembourg or any other clearing system (an "**Alternative Clearing System**"), notices to Holders represented by such Global Certificate may be given by delivery of the relevant notice to Euroclear, Clearstream, Luxembourg or (as the case may be) such Alternative Clearing System and, in any case, such notices shall be deemed to have been given to Holders in accordance with Condition 17 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or such Alternative Clearing System.

Calculation of interest: the calculation of any interest amount in respect of any Securities which are represented by the Global Certificate will be calculated on the aggregate outstanding Current Principal Amount of the Securities represented by the Global Certificate and not by reference to the Calculation Amount.

Similarly, the provisions for meetings of Holders in the Trust Deed contain provisions that apply while the Securities are represented by the Global Certificate. The following is a summary of certain of those provisions:

Electronic Consent and Written Resolution: While the Global Certificate is held on behalf of a clearing system, then:

- (a) approval of a resolution proposed by the Issuer or the Trustee (as the case may be) 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 aggregate Current Principal Amount of the Securities outstanding (an "**Electronic Consent**" as defined in the Trust Deed) shall, for all purposes (including matters that would otherwise require an Extraordinary Resolution to be passed at a meeting for which a special quorum was satisfied), take effect as an Extraordinary Resolution passed at a meeting of Holders duly convened and held, and shall be binding on all Holders 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 Trust Deed) has been validly passed, the Issuer and the Trustee shall be entitled to rely on consent or instructions given in writing directly to the Issuer and/or the Trustee, as the case may be, (1) by accountholders in the clearing system with entitlements to such Global Certificate and/or, (2) where the accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by the person identified by that accountholder as the person for whom such entitlement is held. For the purpose of establishing the entitlement to give any such consent or instruction, the Issuer and the Trustee shall be entitled to rely on any certificate or other document issued by, in the case of (1) above, Euroclear, Clearstream, Luxembourg or any other relevant alternative clearing system (the "**relevant clearing system**") and, in the case of (2) above, the relevant clearing system and the accountholder identified by the relevant clearing system for the purposes of (2) above. Any resolution passed in such manner shall be binding on all Holders, even if the relevant consent or instruction proves to be defective. 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 EasyWay or Clearstream, Luxembourg's Xact Web Portal system) in accordance with its usual procedures and in which the accountholder of a particular principal or nominal amount of the Securities is clearly identified together with the amount of such holding. Neither the Issuer nor the Trustee shall be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

Clearing System Accountholders

Each Global Certificate will be in registered form. Consequently, references in the Terms and Conditions of the Securities to "Holder" are references to the person in whose name the Securities are being registered in the Register which, for so long as the Global Certificate is held by a common depositary for Euroclear and/or Clearstream, Luxembourg, will be that common depositary or its nominee.

Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in the Global Certificate (each an "**Accountholder**") must look solely to Euroclear and/or Clearstream, Luxembourg and/or such other relevant clearing system (as the case may be) for such Accountholder's share of each payment made by the Issuer to the Holder of the Global Certificate and in relation to all other rights arising under the Global Certificate. The extent to which, and the manner in which, Accountholders may exercise any rights arising under the Global Certificate will be determined by the respective rules and procedures of Euroclear and Clearstream, Luxembourg and any other relevant clearing system from time to time. For so long as the relevant Securities are represented by the Global Certificate, Accountholders shall have no claim directly

against the Issuer in respect of payments due under the Securities and such obligations of the Issuer will be discharged by payment to the Holder of the Global Certificate.

Agreement to Cancellation of Interest Payment

Each Holder of a Security, by its acquisition of such Security, whether upon original issue or upon transfer, assignment or exchange thereof, accepts and agrees that, to the extent and in the manner set forth herein that such Holder shall be deemed to have authorised, directed and requested Euroclear, Clearstream, Luxembourg and (as the case may be) an Alternative Clearing System and any other intermediary and the Paying Agent to take any and all necessary action, if required, to implement an interest payment cancellation of the Securities without any further action or direction on the part of such Holder.

Agreement to Going Concern Write-Down

Each Holder of a Security, by its acquisition of such Security, whether upon original issue or upon transfer, assignment or exchange thereof, accepts and agrees that, to the extent and in the manner set forth herein that such Holder shall be deemed to have authorised, directed and requested Euroclear, Clearstream, Luxembourg and (as the case may be) an Alternative Clearing System and any direct participant in Euroclear, Clearstream, Luxembourg or (as the case may be) an Alternative Clearing System or other intermediary through which it holds the Securities, the Trustee and the Registrar to take any and all necessary action, if required, to implement a Going Concern Write-Down of the Securities without any further action or direction on the part of such Holder.

Agreement to Write-Down and Cancellation

Each Holder of a Security, by its acquisition of such Security, whether upon original issue or upon transfer, assignment or exchange thereof, accepts and agrees that, to the extent and in the manner set forth herein that such holder shall be deemed to have authorised, directed and requested Euroclear, Clearstream, Luxembourg and (as the case may be) an Alternative Clearing System and any direct participant in Euroclear, Clearstream, Luxembourg or (as the case may be) an Alternative Clearing System or other intermediary through which it holds the Securities, the Trustee and the Registrar to take any and all necessary action, if required, to implement a Write-Down and Cancellation of the Securities without any further action or direction on the part of such Holder.

USE OF PROCEEDS

The net proceeds of the issue of the Securities, expected to amount to approximately AUD495,000,000 after deduction of the commissions and fees payable to the Joint Lead Managers, will be used to fund the operations of the Bank through a perpetual subordinated loan that is intended to qualify as its Additional Tier 1 capital and Internal TLAC debt. See "Risk Factors — Risks Related to the Securities — The Securities are structurally subordinated to the liabilities of the Issuer's subsidiaries, including the Bank, the Trust Bank, the Securities HD and MUMSS".

MITSUBISHI UFJ FINANCIAL GROUP, INC.

Corporate Information

For a description of MUFG, see "Item 4. Information on the Company" and "Item 10. Additional Information" in the 2026 Form 20-F incorporated by reference herein.

For certain corporate information on MUFG, see the following items in the 2026 Form 20-F incorporated by reference herein:

- For the date of incorporation, see "Item 4. Information on the Company — A. History and Development of the Company";
- For the number and classes of shares and details of their principal characteristics, see "Item 10. Additional Information — B. Memorandum and Articles of Association — Common Stock", "Item 10. Additional Information — B. Memorandum and Articles of Association — Preferred Stock" and Exhibit 2(c) "Description of Securities" to the 2026 Form 20-F;
- For a description of MUFG, its subsidiaries and organisational structure, see "Item 4. Information on the Company — A. History and Development of the Company" and "Item 4. Information on the Company — C. Organizational Structure"; and
- For a description of MUFG's principal activities, see "Item 4. Information on the Company — B. Business Overview".

Management

For a description of MUFG's management, see "Item 6. Directors, Senior Management and Employees" in the 2026 Form 20-F incorporated by reference herein.

Material Contracts

For a description of material contracts, see "Item 10. Additional Information — C. Material Contracts" in the 2026 Form 20-F incorporated by reference herein.

Capitalisation and Indebtedness

For a description of MUFG's consolidated capitalisation and indebtedness, see Exhibit 99(a) "Capitalization and Indebtedness of Mitsubishi UFJ Financial Group, Inc. as of March 31, 2026" to the 2026 Form 20-F incorporated by reference herein.

Mitsubishi UFJ Financial Group, Inc.

We are a bank holding company incorporated on 1 October 2005 as a joint stock company (*kabushiki kaisha*) under the Company Law of Japan. We are one of the world's largest and most diversified financial groups with total assets of ¥433.9 trillion and total deposits of ¥236.9 trillion on a Japanese GAAP basis as of 30 June 2026.

We are the holding company for the Bank, the Trust Bank, MUMSS (through the Securities HD), an intermediate holding company, Mitsubishi UFJ NICOS Co., Ltd. ("NICOS"), Mitsubishi UFJ Asset Management Co., Ltd., and other subsidiaries. We have the largest overseas network among Japanese banks, including Bank of Ayudhya Public Company Limited ("**Krungsri**"), and BDI, in over 40 countries. Through our subsidiaries and affiliated companies, we engage in a broad range of financial businesses and services, including commercial banking, investment banking, trust assets and asset management services, securities businesses, and credit card businesses, and provide related services to individuals primarily in Japan, Thailand and Indonesia and to corporate customers around the world. For a more detailed description of our history and business, see "Item 4 Information on the Company" in the 2026 Form 20-F, and our subsequent current reports on Form 6-K, each incorporated by reference into this Offering Circular.

Our Funding and Business Strategies

We are taking pro-active steps to adjust our funding strategy to meet the requirements of capital adequacy regulations and TLAC regulations in Japan.

As a G-SIB, we intend to access capital markets both domestically and overseas in order to achieve the best capital mix and External TLAC ratios, including for refinancing with a view to maintaining sufficient Additional Tier 1 and Tier 2 capital, as contemplated by the Basel III capital standard, as well as satisfying the minimum TLAC requirement by raising External TLAC eligible senior debt.

There are multiple measures that may be implemented, including measures in response to a financial crisis, before a financial institution reaches a point of non-viability, such as limitations or restrictions on capital distributions, prompt corrective action, provision of financial liquidity and capital injection.

As of 30 June 2026, our total risk-adjusted capital ratio was 17.44% compared to the minimum requirement of 12.19%, our Tier 1 capital ratio was 15.60% compared to the minimum requirement of 10.19%, and our Common Equity Tier 1 capital ratio was 12.95% compared to the minimum requirement of 8.69%, each under the Japanese regulatory capital standard that is applicable to us as of 30 June 2026. Each of these ratios is calculated based on financial information prepared in accordance with Japanese GAAP. Each of these minimum requirements included 1.50% of G-SIB surcharge, 2.50% of capital conservation buffer and 0.19% of counter-cyclical buffer. As of the same date, our Additional Tier 1 capital and Tier 2 capital represented 2.64% and 1.83%, respectively, of our risk-weighted assets.

As of 30 June 2026, our leverage ratio was 5.32% compared to the minimum requirement of 3.95%, which consisted of a minimum leverage ratio requirement at 3.15% plus a leverage ratio buffer set at 50% of the G-SIB surcharge applicable to us plus an additional 0.05%. Of our leverage ratio as of 30 June 2026, our Common Equity Tier 1 capital represented 4.42%, while our Additional Tier 1 capital represented 0.90%. Deposits with the Bank of Japan remain excluded from the leverage exposure for the purpose of calculating leverage ratios.

As of 30 June 2026, our External TLAC ratio, which is also calculated based on financial information prepared in accordance with Japanese GAAP, was 24.40% on risk weighted asset basis, and 9.75% on total exposure basis, each under the Japanese TLAC Standard that is applicable to us as of 30 June 2026. We are required to maintain external TLAC ratios of 18% on a risk-weighted assets basis and 7.10% on a total exposure basis as of the same date. Deposits with the Bank of Japan continue to be excluded from the total exposure for the purpose of the calculation of the external TLAC ratio on a total exposure basis in light of exceptional macroeconomic conditions and other circumstances.

As of 30 June 2026, our consolidated liquidity coverage ratio was 140.4% compared to the required minimum ratio of 100%. This is calculated as the three-month average of the daily liquidity coverage ratio for the three months ended 30 June 2026, which is calculated by dividing the balance of high-quality liquid assets by the amount of total net cash flows on a daily basis for the same three months.

Under the current Japanese laws and regulations, we are required to maintain a recovery plan and, if our financial condition or liquidity deteriorates to trigger levels specified in the recovery plan, we will implement the recovery plan to restore our financial strength and viability. In addition, if our Common Equity Tier 1 ratio or leverage ratio declines below the required minimum level, including various capital buffers or a leverage buffer, then we will become subject to restrictions on capital distributions and further to prompt corrective action under the banking regulations, and if our Common Equity Tier 1 ratio declines below 5.125%, then our Additional Tier 1 instruments will become subject to loss absorption. Further, if our External TLAC ratio declines below the required minimum level, then we may become subject to a business improvement order to be issued by the FSA. According to the FSA TLAC Approach, when our financial condition further deteriorates to a point where our liabilities exceed, or are deemed likely to exceed, our assets, or where we have suspended, or are deemed likely to suspend, payments on our obligations, as a result of loans extended by us to, or investments made by us in, any of our material subsidiaries becoming subject to loss absorption or otherwise, and, if our failure is likely to cause a significant disruption to the Japanese financial market or system, measures under the Japanese statutory orderly resolution regime may be applied to us. The application of such measures will result in our then outstanding Additional Tier 1 instruments and Tier 2 instruments becoming subject to loss absorption, and

will likely lead to a transfer of certain assets, including shares of our material subsidiaries, and liabilities to a bridge financial institution established by the Deposit Insurance Corporation of Japan and subsequent liquidation of our remaining assets and liabilities which are expected to include the External TLAC-eligible senior debt securities issued by MUFG.

Through issuances at the holding company level of perpetual subordinated debt securities, including the Securities, which are intended to qualify as our Additional Tier 1 capital, we aim to enhance our Tier 1 capital ratio, maintain our leverage ratio at a sufficient and stable level, and diversify the currencies in which our subordinated debt securities are denominated. We believe such enhancement of our Tier 1 capital will help us better position ourselves in the changing business and regulatory environment. See "Item 4.B. Business Overview — Supervision and Regulation — Japan" in the 2026 Form 20-F. See also "Risk Factors — Risks Related to the Securities".

The Securities will be classified as subordinated debt on our balance sheet. As of 30 June 2026, we had ¥3,143.2 billion in the aggregate principal amount of Liquidation Parity Liabilities, which are the liabilities of the Issuer ranking *pari passu* with the Securities as to liquidation distributions of the Issuer. These Liquidation Parity Liabilities are also classified as subordinated debt on our balance sheet. The remaining subordinated debt, the aggregate principal amount of which totalled ¥2,446.8 billion as of 30 June 2026, included (i) the subordinated liabilities of the Issuer ranking senior to the Securities and the Liquidation Parity Liabilities as to liquidation distributions of the Issuer and (ii) the subordinated liabilities of subsidiaries of the Issuer, which would be deemed structurally senior to the Securities and the Liquidation Parity Liabilities. See "Risk Factors — Risks Related to the Securities — The Securities constitute subordinated obligations", "Risk Factors — Risks Related to the Securities — The Securities are structurally subordinated to the liabilities of the Issuer's subsidiaries, including the Bank, the Trust Bank, the Securities HD and MUMSS", "Risk Factors — Risks Related to the Securities — The Trust Deed contains no restrictions on our ability to incur future indebtedness, pledge or dispose of our assets, or make dividend or other payments and provides limited protection against significant corporate events and other actions we may take that could adversely impact your investment in the Securities".

We have taken measures to enhance our financial soundness.

Our primary funding source for loans is deposits. We have maintained a low loan-to-deposit ratio, which we believe allows us to secure higher liquidity and a sound balance sheet. As of 30 June 2026, on a Japanese GAAP basis, our total loans in the banking account and the trust account, as the simple sum of the Bank on a non-consolidated basis and the Trust Bank on a non-consolidated basis, were ¥135.7 trillion, consisting of ¥61.5 trillion of domestic corporate loans, ¥14.4 trillion of domestic housing loans, ¥0.7 trillion of loans to Japanese government institutions, ¥1.7 trillion of other domestic loans, and ¥57.3 trillion of overseas loans. As of the same date, on a Japanese GAAP basis, our total deposits were ¥236.9 trillion on a consolidated basis, consisting of ¥94.8 trillion of deposits from domestic individual customers and ¥87.1 trillion of deposits from domestic corporate customers, each as the simple sum figure of the Bank on a non-consolidated basis and the Trust Bank on a non-consolidated basis, and ¥54.9 trillion of deposits from overseas and other customers on a consolidated basis.

Our non-performing loan ratio, or the ratio of our total non-performing loans, as classified under Japanese Banking Act and the Japanese Financial Reconstruction Act, to our total loans, on a Japanese GAAP basis, has decreased to 0.80% as of 30 June 2026, compared to 31 March 2026, reflecting the impact of our disciplined approach to risk management. Our non-performing loans to both domestic and overseas borrowers as of 30 June 2026 decreased from 31 March 2026. Our total credit costs, net of gains on loans written off, on a Japanese GAAP basis, were ¥72.0 billion for the three months ended 30 June 2026 and ¥46.9 billion for the three months ended 30 June 2025. The increase in our credit costs, net of gains on loans written off, from the previous fiscal year was mainly due to the absence of the reversal of allowance for credit losses recorded in a large amount during the same period of the previous fiscal year.

We have recently reduced our holdings of domestic equity securities, in light of our aims to reduce investment risk and enhance capital efficiency, as well as in response to developments in global financial regulation. Accordingly, the amount of our consolidated equity holdings on an acquisition price basis under Japanese GAAP has declined from ¥1.86 trillion as of 31 March 2021 to ¥0.92 trillion as of 31 March 2026. We achieved our reduction target regarding such equity holdings, being a reduction of approximately ¥500 billion of the simple sum of the equity holdings of the Bank on a non-consolidated basis and the Trust Bank on a non-consolidated basis, each on an acquisition price basis under Japanese GAAP over the three-year

period ended 31 March 2024. In May 2024, we announced that we would aim to reduce the balance of equity securities held for strategic purposes by the Bank on a non-consolidated basis and the Trust Bank on a non-consolidated basis, valued on an acquisition price basis under Japanese GAAP, by approximately ¥350.0 billion within the three fiscal years ending 31 March 2027, considering both the economic rationale for maintaining such equity holdings, as well as our risk reduction policy, market conditions, the business environment and our financial strategy. In November 2024, in light of the change in the environment and the then current progress, we revised upwards our target for reducing the balance of such equity securities held for strategic purposes valued on an acquisition price basis under Japanese GAAP from approximately ¥350.0 billion to approximately ¥700.0 billion within such three fiscal years. During the fiscal years ended 31 March 2025 and 2026 and the three months ended 30 June 2026 we sold down approximately an aggregate of ¥276, ¥166 and ¥18 billion, respectively of such equity securities held in our strategic equity investment portfolio valued on an acquisition price basis under Japanese GAAP. However, various factors, including market conditions, may affect the amount of equity securities we should sell and our ability to achieve the target as planned.

On a Japanese GAAP basis, 24.8% of our available-for-sale securities with fair value (totalling ¥58.3 trillion) consisted of Japanese government bonds as of 30 June 2026. On a U.S. GAAP basis, the ratio of our holdings of available-for-sale Japanese government bonds to our total investment securities was 25.9% as of 31 March 2026. We manage the maturity profile of our holding of Japanese government bonds as part of our asset and liability management measures. On a Japanese GAAP basis, of the simple sum of the available-for-sale and held-to-maturity Japanese government bonds held by the Bank on a non-consolidated basis and the Trust Bank on a non-consolidated basis, as of 30 June 2026, ¥14.3 trillion had maturities within one year, ¥5.6 trillion had maturities between one year and five years, ¥10.0 trillion had maturities between five years and ten years, and ¥0.0 trillion had maturities longer than ten years, with the average remaining maturity of such available-for-sale Japanese government bonds being 1.2 years as of the same date. On a Japanese GAAP basis, 47.4% of our available-for-sale securities with fair value consisted of foreign bonds as of 30 June 2026. On a U.S. GAAP basis, the ratio of our holdings of available-for-sale foreign governments and official institutions bonds to our total investment securities was 8.5% as of 31 March 2026. On a Japanese GAAP basis, of the simple sum of the available-for-sale and held-to-maturity foreign bonds held by the Bank on a non-consolidated basis and the Trust Bank on a non-consolidated basis, as of 30 June 2026, ¥5.1 trillion had maturities within one year, ¥5.0 trillion had maturities between one year and five years, ¥3.8 trillion had maturities between five years and ten years, and ¥15.6 trillion had maturities longer than ten years, with the approximate average remaining maturity of such available-for-sale foreign bonds being 3.8 years on a managerial accounting basis as of the same date. Given the significance of our bond holdings to the overall portfolio, we intend to manage interest rate risk in a flexible manner in response to changes in the market environment. For the maturities of our holdings of Japanese government bonds and foreign governments and official institutions bonds on a U.S. GAAP basis, see the 2026 Form 20-F.

We have achieved a sustainable earnings trend supported by our basic policy and strategies despite the current low interest rate environment.

From 2016 until recently, the Bank of Japan had maintained a quantitative and qualitative monetary easing policy with yield curve control applying a negative interest rate of minus 0.1% to the "Policy-Rate Balances", which are a part of current account amounts held by financial institutions at the Bank of Japan, and aiming to keep the yield on 10-year Japanese government bonds at around 0%. In March 2024, the Bank of Japan modified its monetary policy to encourage the uncollateralised overnight call rate to remain at around 0 to 0.1%, and abolish the negative interest rate and Japanese government bond purchase operations for the purposes of maintaining the yield on 10-year Japanese government bonds below target upper limits. The Bank of Japan further modified its monetary policy to encourage the uncollateralised overnight call rate to remain at around 0.25% in July 2024, 0.5% in January 2025 and 0.75% in December 2025, and further 1.0% in June 2026 and 1.25% in September 2026.

Interest rates in overseas markets began to increase from early 2022, with central banks making increases in rates in moves to tackle inflation. Between March 2022 and July 2023, the Federal Reserve Board raised its benchmark interest rate for the U.S. federal funds rate from close to 0% to a target range of between 5.25% and 5.50%. However, as inflation eased, between September 2024 and December 2025, the Federal Reserve Board lowered the target range for the federal funds rate such that it is now 3.5% to 3.75%. Since December 2025, the Federal Reserve Board had maintained the target range for the federal funds rate at 3.5% to 3.75%, until in September 2026 it raised the target range to 3.75% to 4.00%.

In this interest rate environment, the domestic loan-deposit interest rate spread of the Bank and the Trust Bank combined on a simple sum basis based on their respective non-consolidated managerial accounting data, excluding loans to government institutions and domestic non-Japanese yen denominated lending, increased to 1.16% for the three months ended 30 June 2026 compared to the same period in the previous year. The domestic lending spreads on loans to large corporations and loans to small and medium-sized enterprises ("SMEs") of the Bank and the Trust Bank combined on a simple sum basis based on their respective non-consolidated managerial accounting data increased to 0.68% and 0.68%, respectively, for the three months ended 30 June 2026 compared to the same period in the previous year.

The overseas loan-deposit interest rate spread of the Bank and the Trust Bank combined on a simple sum basis based on their respective non-consolidated managerial accounting data has increased to 1.78% for the three months ended 30 June 2026 compared to the same period in the previous year. The net interest margin of Krungsri has increased to 4.65% and that of BDI has decreased to 7.6%, respectively, for the three months ended 30 June 2026 compared to the same period in the previous year. The overseas lending spread on loans of the Bank and the Trust Bank combined on a simple sum basis based on their respective non-consolidated managerial accounting data has decreased slightly to 1.39%, for the three months ended 30 June 2026 compared to the same period in the previous year.

Our net operating profits before credit costs for trust accounts and provision for general allowance for credit losses on a Japanese GAAP basis were ¥1,736.0 billion for the three months ended 30 June 2026.

Our profits attributable to owners of parent on a Japanese GAAP basis increased to ¥809.4 billion for the three months ended 30 June 2026 compared to the same period in the previous year.

Our consolidated expense ratio, or the ratio of general and administrative expenses to gross profits before credit costs for trust accounts, for the three months ended 30 June 2026, on a Japanese GAAP basis, decreased to 53.4% compared to the same period in the previous year.

Certain Additional Information

The following tables set forth the amount of, and the proportional breakdown by region (based on the borrower's location) of, on a Japanese GAAP basis, our consolidated credit exposure (including undrawn commitment, exposure in project finance and others, but excluding market risk exposure, interbank transactions and exposures to governmental agencies and central banks) to overseas corporate entities by region (based on the borrower's location) as of 31 March 2026. The information below is on managerial accounting basis only, and not for financial accounting purposes. The exchange rate applied is U.S.\$1 = ¥159.88. Asia/Oceania excludes the exposure of BDI and "Others" in EMEA is comprised of approximately 50 countries to which MUFG held less than 2.5% exposure of its regional total.

	As of 31 March 2026 <i>(Trillions of yen)</i>
Americas	¥42.1
EMEA	24.6
Asia/Oceania	21.3
East Asia.....	5.0
Total overseas corporate credit exposure	<u>¥93.0</u>

	As of 31 March 2026 <i>(Per cent.)</i>
<i>Americas corporate credit exposure:</i>	
United States of America	91%
Canada.....	4
Brazil.....	2
Mexico	1
Others	2
Total Americas	<u>100%</u>

	As of 31 March 2026 <i>(Per cent.)</i>
<i>EMEA corporate credit exposure:</i>	
United Kingdom.....	22%
France.....	9
Germany.....	9
The Netherlands.....	9
Luxembourg.....	7
Switzerland.....	6
Italy.....	4
Belgium.....	4
Ireland.....	3
Saudi Arabia.....	3
Others.....	24
Total EMEA.....	100%

	As of 31 March 2026 <i>(Per cent.)</i>
<i>Asia/Oceania corporate credit exposure:</i>	
Thailand.....	31%
Australia.....	19
Singapore.....	17
India.....	13
Indonesia.....	6
Philippines.....	4
Others.....	10
Total Asia/Oceania.....	100%

	As of 31 March 2026 <i>(Per cent.)</i>
<i>East Asia corporate credit exposure:</i>	
Hong Kong.....	44%
China.....	28
South Korea.....	18
Taiwan.....	10
Others.....	0
Total East Asia.....	100%

The following table sets forth certain information with regard to the Bank's non-Japanese yen balance sheet on a consolidated basis (but excluding Mitsubishi UFJ Americas Holdings Corporation, Krungsri and BDI) as of 31 March 2026. The information below is on the Bank's managerial accounting basis only, and not for financial accounting purposes.

	As of 31 March 2026 <i>(Billions of U.S. dollars)</i>
Assets:	
Loans.....	\$331
Liabilities:	
Customer deposits (including deposits from central banks).....	302
Corporate bonds and loans	62
Mid- to long-term currency swaps	107
Collateralised funding, etc.....	3

Non-Japanese yen loans are funded by deposits and medium- to long-term funding consisting of corporate bonds and loans, mid- to long-term currency swaps and collateralised funding, etc.

We believe that, as of 31 March 2026, on a managerial accounting basis, our credit exposure to Russia (based on the borrowers' location; including undrawn commitment, market risk exposure etc.; excluding the balance of central bank and inter-bank transaction, etc.) was insignificant relative to our total credit exposure on the Bank's consolidated basis (but excluding Krungsri and BDI).

See "Our Funding and Business Strategies - We have taken measures to enhance our financial soundness" above and "Item 5. Operating and Financial Review and Prospects. — A. Operating Results — Results of Operations — Provision for Credit Losses" in the 2026 Form 20-F with regard to information relating to credit costs for the fiscal year ended 31 March 2026 (U.S. GAAP basis) and our current report on Form 6-K filed on 6 August 2026 with the SEC, which contains our consolidated summary report (*kessan tanshin*) relating to our unaudited financial information under Japanese GAAP as of and for the three months ended 30 June 2026.

JAPANESE TAXATION

The following summaries are not intended as a complete analysis of the tax consequences under Japanese income tax laws as a result of the acquisition, holding and disposal of the Securities by investors. The tax laws of the investor's country and of the Issuers' country of incorporation might have an impact on the income received from the Securities. Prospective purchasers of the Securities should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of Securities and receiving payments of interest, principal and/or other amounts under the Securities, and other relevant circumstances concerning the Securities, and the consequences of such actions or circumstances under the tax laws of those countries, including specifically the applicable tax consequences under Japanese income tax laws, the law of the jurisdiction of their country of residence (if relevant) and any tax treaty between Japan and their country of residence.

The following is a general description of certain Japanese tax aspects of the Securities and does not purport to be a comprehensive description of the tax aspects of the Securities. Prospective purchasers should note that, although the general tax information on Japanese taxation is described hereunder for convenience, the statements below are general in nature and not exhaustive. Prospective purchasers are advised to consult their own legal, tax, accountancy or other professional advisors in order to ascertain their particular circumstances regarding taxation.

The statements below are based on current tax laws and regulations in Japan and current tax treaties executed by Japan all as in effect on the date hereof, all of which are subject to change or differing interpretations (possibly with retroactive effect). Neither such statements nor any other statements in this document are to be regarded as advice on the tax position of any beneficial owner of the Securities or any person purchasing, selling or otherwise dealing in the Securities or any tax implication arising from the purchase, sale or other dealings in respect of the Securities.

The Securities

The Securities do not fall under the concept of so-called "taxable linked notes" as described in Article 6, Paragraph 4 of the Special Taxation Measures Act, i.e., notes of which the amount of interest is to be calculated by reference to certain indexes (as prescribed by the Cabinet Order (as defined below) under the Special Taxation Measures Act) relating to the Issuer or a Specially-Related Person of the Issuer (as defined below). The Securities, according to a ruling issued by the Japanese tax authority, should not be determined to fall under the concept of "taxable linked bonds," solely because of the feature of the Securities that, under certain prescribed conditions, interest payments may be cancelled and the principal may be written down with a potential of a future reinstatement.

Capital Gains, Stamp Tax and Other Similar Taxes, Inheritance and Gift Taxes

Gains derived from the sale of the Securities outside Japan by an individual non-resident of Japan or a non-Japanese corporation having no permanent establishment within Japan are, in general, not subject to Japanese income tax or corporate tax.

No stamp, issue, registration or similar taxes or duties will, under current Japanese law, be payable in Japan by holders of Securities in connection with the issue of the Securities, nor will such taxes be payable by holders of the Securities in connection with their transfer if such transfer takes place outside Japan.

Japanese inheritance tax or gift tax at progressive rates may be payable by an individual, wherever resident, who has acquired the Securities from another individual as legatee, heir or donee.

Representation by Investor upon Distribution of the Securities

BY SUBSCRIBING FOR THE SECURITIES, AN INVESTOR WILL BE DEEMED TO HAVE REPRESENTED THAT IT IS A PERSON WHO FALLS INTO THE CATEGORY OF (i) OR (ii) BELOW. The Securities are not, as part of the distribution by the Joint Lead Managers pursuant to the subscription agreement relating to the Securities, at any time, to be directly or indirectly offered or sold to, or for the benefit of, any person other than a beneficial owner that is, (i) 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 Specially-Related Person of the Issuer or (ii) a Designated Financial Institution (as defined below), except as specifically permitted under the Special Taxation Measures Act.

Interest and Redemption Gain or Redemption Loss on the Securities

The following description of Japanese taxation (limited to national taxes) applies exclusively to interest on the Securities and the redemption gain or the redemption loss, meaning any positive or negative difference between the acquisition price of the interest-bearing Securities of the holder and the amount which the holder receives upon redemption of such interest-bearing Securities (the "**Redemption Gain**" or the "**Redemption Loss**" as the case may be), where such Securities are issued by the Issuer outside Japan and payable outside Japan. In addition, the following description assumes that only global securities are issued for the Securities, and no definitive securities or coupons or receipts that are independently traded are issued, in which case different tax consequences may apply. It is not intended to be exhaustive and prospective purchasers are recommended to consult their tax advisers as to their exact tax position, including any tax consequences resulting from the Redemption Loss of the Securities owned by such purchasers.

1. Non-resident Investors

If the recipient of interest on the Securities or of the Redemption Gain with respect to interest-bearing Securities is an individual non-resident of Japan or a non-Japanese corporation for Japanese tax purposes, as described below, the Japanese tax consequences on such individual non-resident of Japan or non-Japanese corporation are significantly different depending upon whether such individual non-resident of Japan or non-Japanese corporation is a Specially-Related Person of the Issuer. Most importantly, if such individual non-resident of Japan or non-Japanese corporation is a Specially-Related Person of the Issuer, income tax at the rate of 15.315 per cent. (15.15 per cent. on or after 1 January 2048) of the amount of such interest will be withheld by the Issuer under Japanese tax law.

(a) Interest

(1) If the recipient of interest on the Securities is an individual non-resident of Japan or a non-Japanese corporation having no permanent establishment within Japan or having a permanent establishment within Japan but where the receipt of the interest on the Securities is not attributable to the business of such individual non-resident of Japan or non-Japanese corporation carried on within Japan through such permanent establishment, no Japanese income tax or corporate tax is payable with respect to such interest whether by way of withholding or otherwise, if certain requirements are complied with, *inter alia*:

- (i) if the relevant Securities are held through a participant in an international clearing organization or a financial intermediary prescribed by the Special Taxation Measures Act and the relevant cabinet order thereunder (the "**Cabinet Order**," together with the Special Taxation Measures Act and the ministerial ordinance and other regulations thereunder, the "**Act**") (each, a "**Participant**"), the requirement that such recipient provide, at the time of entrusting a Participant with the custody of the relevant Securities, the Interest Recipient Information, and advise the Participant if such individual non-resident of Japan or non-Japanese corporation ceases to be exempted from the requirement for Japanese tax to be withheld or deducted (including the case where it became a Specially-Related Person of the Issuer), and that the Issuer prepare and file an Interest Recipient Confirmation with the competent local tax office in a timely manner based upon the Interest Recipient Information communicated through the Participant and the relevant clearing organisation; and
- (ii) if the relevant Securities are not held by a Participant, the requirement that such recipient submit to the relevant Paying Agent a Written Application for Tax Exemption, together with certain documentary

evidence, and that the Issuer file the Written Application for Tax Exemption so received with the competent local tax office in a timely manner.

Failure to comply with such requirements described above (including the case where the Interest Recipient Information is not duly communicated as required under the Act) will result in the withholding by the Issuer of income tax at the rate of 15.315 per cent. (15.15 per cent. on or after 1 January 2048) of the amount of such interest.

- (2) If the recipient of interest on the Securities is an individual non-resident of Japan or a non-Japanese corporation having a permanent establishment within Japan and the receipt of interest is attributable to the business of such individual non-resident of Japan or non-Japanese corporation carried on within Japan through such permanent establishment, such interest will not be subject to a 15.315 per cent. (15.15 per cent. on or after 1 January 2048) withholding tax by the Issuer, if the requirements concerning the Interest Recipient Information and the Interest Recipient Confirmation or the Written Application for Tax Exemption as set out in paragraph (a)(1) above are complied with. Failure to do so will result in the withholding by the Issuer of income tax at the rate of 15.315 per cent. (15.15 per cent. on or after 1 January 2048) of the amount of such interest. The amount of such interest will be subject to regular income tax or corporate tax, as appropriate.
- (3) Notwithstanding paragraphs (a)(1) and (2) above, if an individual non-resident of Japan or a non-Japanese corporation mentioned above is a person who has a special relationship with the Issuer (that is, in general terms, a person who directly or indirectly controls, or is directly or indirectly controlled by, or is under direct or indirect common control with, such Issuer) within the meaning prescribed by the Cabinet Order under Article 6, Paragraph 4 of the Special Taxation Measures Act (such person is referred to as a "Specially-Related Person of the Issuer") as of the beginning of the fiscal year of such Issuer in which the relevant interest payment date falls, the exemption from Japanese withholding tax on interest mentioned above will not apply, and income tax at the rate of 15.315 per cent. (15.15 per cent. on or after 1 January 2048) of the amount of such interest will be withheld by such Issuer. If such individual non-resident of Japan or non-Japanese corporation has a permanent establishment within Japan, regular income tax or corporate tax, as appropriate, collected otherwise than by way of withholding, could apply to such interest under Japanese tax law.
- (4) If an individual non-resident of Japan or a non-Japanese corporation (regardless of whether it is a Specially-Related Person of the Issuer) is subject to Japanese withholding tax with respect to interest on the Securities under Japanese tax law, a reduced rate of withholding tax or exemption from such withholding tax may be available under the relevant income tax treaty between Japan and the country of tax residence of such individual non-resident of Japan or non-Japanese corporation. As of the date of this document, Japan has income tax treaties, conventions or agreements whereby the above-mentioned withholding tax rate is reduced, generally to 10 per cent. with, inter alia, Australia, Canada, Finland, France, Hong Kong, Ireland, Italy, Luxembourg, the Netherlands, New Zealand, Norway, Portugal and Singapore. Under the tax treaties between Japan and Austria, Belgium, Denmark, Germany, Spain, Sweden, Switzerland, the United Kingdom or the United States of America, interest paid to qualified Austrian, Belgian, Danish, German, Spanish, Swedish, Swiss, United Kingdom or United States residents is generally exempt from Japanese withholding tax (for Belgium, only for a Belgian enterprise). Under the current income tax treaties between Japan and Australia, France, the Netherlands or New Zealand, certain limited categories of qualified Australian, French, Dutch or New Zealand residents receiving interest on the Securities may, subject to compliance with certain procedural requirements under Japanese law, be fully exempt from Japanese withholding tax for interest on the Securities (**provided that** no exemption will apply to pension funds in the case of Australia and New Zealand). In order to

avail themselves of such reduced rate of, or exemption from, Japanese withholding tax under any applicable income tax treaty, individual non-residents of Japan or non-Japanese corporations which are entitled, under any applicable income tax treaty, to a reduced rate of, or exemption from, Japanese withholding tax on payment of interest by the Issuer of the relevant Securities are required to submit an Application Form for Income Tax Convention regarding Relief from Japanese Income Tax and Special Income Tax for Reconstruction on Interest (as well as any other required forms and documents) in advance through the Issuer of the relevant Securities to the relevant tax authority before payment of interest.

- (5) Under the Act, (A) if an individual non-resident of Japan or a non-Japanese corporation that is a beneficial owner of the Securities becomes a Specially-Related Person of the Issuer, or an individual non-resident of Japan or a non-Japanese corporation that is a Specially-Related Person of the Issuer becomes a beneficial owner of the Securities, and (B) if such Securities are held through a Participant, then such individual non-resident of Japan or non-Japanese corporation should notify the Participant of such change in status by the immediately following interest payment date of the Securities. As described in paragraph (a)(3) above, as the status of such individual non-resident of Japan or non-Japanese corporation as a Specially-Related Person of the Issuer for Japanese withholding tax purposes is determined based on the status as of the beginning of the fiscal year of the Issuer of the relevant Securities in which the relevant interest payment date falls, such individual non-resident of Japan or non-Japanese corporation should, by such notification, identify and advise the Participant of the specific interest payment date on which Japanese withholding tax starts to apply with respect to such individual non-resident of Japan or non-Japanese corporation as being a Specially-Related Person of the Issuer.

(b) Redemption Gain or Redemption Loss

- (1) If the recipient of the Redemption Gain is an individual non-resident of Japan or a non-Japanese corporation having no permanent establishment within Japan or having a permanent establishment within Japan but where the receipt of such Redemption Gain is not attributable to the business of such individual non-resident of Japan or non-Japanese corporation carried on within Japan through such permanent establishment, no income tax or corporate tax is payable by way of withholding or otherwise with respect to such Redemption Gain. If there is any Redemption Loss, such Redemption Loss will be disregarded for purposes of regular income tax or corporate tax, as appropriate, of the recipient.
- (2) If the recipient of the Redemption Gain is an individual non-resident of Japan or a non-Japanese corporation having a permanent establishment within Japan and the receipt of such Redemption Gain is attributable to the business of such individual non-resident of Japan or non-Japanese corporation carried on within Japan through such permanent establishment, such Redemption Gain will not be subject to any withholding tax but will be subject to regular income tax or corporate tax, as appropriate. If there is any Redemption Loss, such Redemption Loss may be taken into account in computing the net taxable income, if any, for purposes of regular income tax or corporate tax, as appropriate, of the recipient.
- (3) Notwithstanding paragraphs (b)(1) and (2) above, if an individual non-resident of Japan or a non-Japanese corporation mentioned above is a Specially-Related Person of the Issuer as of the beginning of the fiscal year of the Issuer in which such individual non-resident of Japan or non-Japanese corporation acquired such Securities, the Redemption Gain will not be subject to withholding tax but will be subject to regular income tax or corporate tax, as appropriate, under Japanese tax law, regardless of whether such individual non-resident of Japan or non-Japanese corporation has a permanent establishment within Japan, **provided that** exemption may be available under the relevant income tax treaty. If there is any Redemption Loss, such Redemption Loss may be taken into account in computing

the net taxable income, if any, for purposes of regular income tax or corporate tax, as appropriate, of the recipient.

- (4) The Japanese tax treatment of the Securities in respect of the write-down of the principal and the future reinstatement of the principal is not clear, due to lack of court or tribunal precedents or official interpretation of the relevant tax authority on this point. Accordingly, different considerations may apply with respect to the treatment of the Redemption Loss explained above in relation to the Securities, including whether the Redemption Loss that would otherwise be recognized can be recognized at the time of the write-down of the principal or whether any income or gains, withholdable or otherwise, arise as a result of the future reinstatement of the principal. The holders of the Securities should consult their own legal, tax, accountancy or other professional advisors in relation to the foregoing.

2. *Resident Investors*

If the recipient of interest on the Securities is an individual resident of Japan or a Japanese corporation for Japanese tax purposes, as described below, regardless of whether such recipient is a Specially-Related Person of the Issuer, in addition to any applicable local tax, income tax will be withheld at the rate of 15.315 per cent. (15.15 per cent. on or after 1 January 2048) of the amount of such interest, if such interest is paid to an individual resident of Japan or a Japanese corporation (except for (i) a Designated Financial Institution which complies with the requirement for tax exemption under Article 6, Paragraph 11 of the Special Taxation Measures Act or (ii) a Public Corporation (as defined below) or a Specified Financial Institution (as defined below) to which such interest is paid through the Japanese Custodian (as defined below) in compliance with the requirement for tax exemption under Article 3-3, Paragraph 6 of Special Taxation Measures Act). In addition to the withholding tax consequences upon resident investors as explained in this section 2, resident investors should consult their own tax advisors regarding their regular income tax or corporate tax consequences otherwise than by way of withholding, including the treatment of the Redemption Loss, bearing in mind, especially for individual residents of Japan, the change to the taxation regime of Securities that took effect on 1 January 2016.

(a) Interest

- (1) If an individual resident of Japan or a Japanese corporation (other than a Specified Financial Institution or a Public Corporation, who complies with the requirement as referred to in paragraph (a)(2) below) receives payments of interest on the Securities through certain Japanese payment handling agents as defined in Article 2-2, Paragraph 2 of the Cabinet Order (each a "Japanese Payment Handling Agent"), income tax at the rate of 15.315 per cent. (15.15 per cent. on or after 1 January 2048) of the amount of such interest will be withheld by the Japanese Payment Handling Agent rather than by the Issuer. As the Issuer is not in a position to know in advance the recipient's status, the recipient of interest falling within this category should inform the Issuer through a Paying Agent of its status in a timely manner. Failure to so inform may result in double withholding.
- (2) If the recipient of interest on the Securities is a Japanese public corporation or a Japanese public-interest corporation designated by the relevant law (*kokyohojin* tou) (a "Public Corporation") or a Japanese bank, a Japanese insurance company, a Japanese financial instruments business operator or other Japanese financial institution falling under certain categories prescribed by the relevant Cabinet Order under Article 3-3, Paragraph 6 of the Special Taxation Measures Act (each, a "Specified Financial Institution") that keeps its Securities deposited with, and receives the interest through, a Japanese Payment Handling Agent with custody of the Securities (the "Japanese Custodian") and such recipient submits through such Japanese Custodian to the competent tax authority the report prescribed by the Act, no withholding tax is levied on such interest. However, since the Issuer is not in a position to know in advance the recipient's such tax exemption status, the recipient of interest falling within this category should inform the Issuer through a Paying Agent of its status in a timely manner. Failure to so notify the

Issuer may result in the withholding by such Issuer of a 15.315 per cent. (15.15 per cent. on or after 1 January 2048) income tax.

- (3) If an individual resident of Japan or a Japanese corporation (except for a Designated Financial Institution which complies with the requirements described in paragraph (a)(4) below) receives interest on the Securities not through a Japanese Payment Handling Agent, income tax at the rate of 15.315 per cent. (15.15 per cent. on or after 1 January 2048) of the amount of such interest will be withheld by the Issuer.
- (4) If a Japanese bank, a Japanese insurance company, a Japanese financial instruments business operator or other Japanese financial institution falling under certain categories prescribed by the Cabinet Order under Article 6, paragraph 11 of the Special Taxation Measures Act (each, a "Designated Financial Institution") receives interest on the Securities not through a Japanese Payment Handling Agent and the requirements concerning the Interest Recipient Information and the Interest Recipient Confirmation or the Written Application for Tax Exemption as referred to in paragraph (a)(1) above are complied with, no withholding tax will be imposed.

(b) Redemption Gain

If the recipient of the Redemption Gain is an individual resident of Japan or a Japanese corporation, such Redemption Gain will not be subject to any withholding tax. With respect to the Securities, for the same reason as explained in paragraph (b)(4) above, it is not clear whether any withholdable income or gains arise as a result of the future reinstatement of the principal following the write-down thereof. The holders of the Securities should consult their own legal, tax, accountancy or other professional advisors on this point.

3. *Special Additional Taxes for Reconstruction From the Great East Japan Earthquake and for Strengthening Japan's National Defense Capabilities*

Due to the imposition of a special additional withholding tax of 0.315% (or 2.1% of 15%) to secure funds for reconstruction from the Great East Japan Earthquake (the "reconstruction surtax"), the withholding tax rate has been effectively increased to 15.315% on and after 1 January, 2013. This overall 15.315% withholding tax rate continues to apply until 31 December, 2047, while the breakdown of the 0.315% surtax portion is (i) the reconstruction surtax of 0.315% (or 2.1% of 15%) until 31 December, 2026, and (ii) during the period beginning on 1 January, 2027 and ending on 31 December, 2047, the reconstruction surtax of 0.165% (or 1.1% of 15%) and another special additional withholding tax of 0.15% (or 1.0% of 15%) to fund the strengthening of Japan's national defense capabilities (the "defense surtax"). The 2026 tax reform, which was promulgated on 31 March, 2026, has introduced the defense surtax, while accordingly reducing the reconstruction surtax, to maintain the overall 15.315% withholding tax rate. On or after 1 January, 2048, the overall withholding tax rate will be 15.15%, instead of 15.315%, where the only surtax will be the defense surtax of 0.15% (or 1.0% of 15%). All references to the tax rate of 15.315% in the foregoing descriptions should be read accordingly, taking into account these developments. There are also reconstruction surtax and defence surtax imposed in relation to regular income tax due other than by way of withholding for individual non-residents of Japan, as referred to in the foregoing descriptions, for the period described above.

SUBSCRIPTION AND SALE

MUFG Securities Asia Limited (the "**Sole Structuring Adviser**"), Australia and New Zealand Banking Group Limited, Barclays Bank PLC, Barrenjoey Markets Pty Limited, Westpac Banking Corporation and UBS AG, Australia Branch (together with the Sole Structuring Adviser, the "**Joint Lead Managers**" and each, a "**Joint Lead Manager**") have, in a subscription agreement dated 9 October 2026 (the "**Subscription Agreement**") and made between the Issuer and the Joint Lead Managers upon the terms and subject to the conditions contained therein, severally, but not jointly agreed to subscribe for the Securities at their issue price of 100.0 per cent. of their principal amount, in the amounts set out below:

<i>Joint Lead Managers</i>	Aggregate principal amount of the Securities
MUFG Securities Asia Limited.....	AUD275,000,000
Australia and New Zealand Banking Group Limited	AUD75,000,000
Barclays Bank PLC	AUD25,000,000
Barrenjoey Markets Pty Limited	AUD25,000,000
Westpac Banking Corporation	AUD75,000,000
UBS AG, Australia Branch	AUD25,000,000
Total	AUD500,000,000

The Issuer has agreed to pay certain costs in connection with the issue and offering of the Securities. The Joint Lead Managers are entitled to be released and discharged from their obligations under the Subscription Agreement or to terminate the Subscription Agreement in certain circumstances prior to payment to the Issuer as set out therein. The Issuer has agreed to indemnify the Joint Lead Managers against certain liabilities in connection with the issue and offering of the Securities.

United States of America

The Securities have not been and will not be registered under the Securities Act and may not be offered or sold 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 section have the meanings given to them by Regulation S.

The Securities have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons, except in accordance with Regulation S or pursuant to an exemption from the registration requirements of the Securities Act. Each Joint Lead Manager has represented and agreed that it has not offered or sold and will not offer or sell the Securities (i) as part of their distribution, at any time or (ii) otherwise, until 40 days after the later of the commencement of the offering of the Securities and the closing date, within the United States or to, or for the account or benefit of, U.S. persons, and only in accordance with Rule 903 of Regulation S, and it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration to whom it sells the Securities during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Securities 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.

In addition, until 40 days after the commencement of the offering of the Securities, an offer or sale of the Securities within the United States by any dealer (whether or not participating in the offering of the Securities) may violate the registration requirements of the Securities Act. Terms used in this paragraph have the meaning given to them by Regulation S.

Prohibition of Sales to EEA Retail Investors

Each Joint Lead Manager has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Securities to any retail investor in the European Economic Area. For the purposes of this provision, the expression "**retail investor**" means a person who is one (or more) of the following:

- (a) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "MiFID II"); or
- (b) a customer within the meaning of Directive (EU) 2016/97 where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

Prohibition of Sales to UK Retail Investors

Each Joint Lead Manager has represented and agreed that it has not offered, sold, distributed or otherwise made available and will not offer, sell, distribute or otherwise make available any Securities to any retail investor in the United Kingdom. For the purposes of this provision, the expression "**retail investor**" means a person who is not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018.

United Kingdom

Each Joint Lead Manager has represented and agreed that:

- (a) 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 Financial Services and Markets Act 2000 (the "FSMA")) received by it in connection with the issue or sale of the Securities in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Securities in, from or otherwise involving the United Kingdom.

Australia

No prospectus or other disclosure document (as defined in the Australian Corporations Act) in relation to the Securities has been, or will be, lodged with the Australian Securities and Investment Commission (the "ASIC").

Each Joint Lead Manager has represented and agreed that it:

- (a) has not made or invited, and will not make or invite, an offer of the Securities for issue or sale 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 Offering Circular or any other offering material or advertisement relating to any Securities in Australia,

unless:

- (i) the aggregate consideration payable by each offeree is at least AUD500,000 (or its equivalent in an alternative currency, in either case, disregarding moneys lent by the offeror or its associates) and the offer or invitation does not otherwise require disclosure to investors under Parts 6D.2 or 7.9 of the Australian 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 Australian Corporations Act;
- (iii) such action complies with any applicable laws and directives in Australia; and
- (iv) such action does not require any document to be lodged with ASIC.

In addition, each Joint Lead Manager has agreed that it will comply with the directive issued by the Australian Prudential Regulation Authority dated 15 July 2026 as contained in Banking exemption No. 2 of 2026 where the Joint Lead Managers offers Securities for sale in relation to an issuance. This directive

requires all offers and transfers to be in parcels of not less than AUD500,000 in aggregate principal amount. Banking exemption No. 2 does not apply to transfers which occur outside Australia.

Hong Kong

Each Joint Lead Manager has represented and agreed that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Securities other than (a) to "**professional investors**" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "**SFO**") and any rules made under the SFO; or (b) in other circumstances which do not result in the document being a "**prospectus**" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "**C(WUMP)O**") or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and
- (b) 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 Securities, 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 Securities which are or are intended to be disposed of only to persons outside Hong Kong or only to "**professional investors**" as defined in the SFO and any rules made under the SFO.

Important Notice to CMIs (including Private Banks)

This notice to CMIs (including Private Banks) is a summary of certain obligations the Code imposes on CMIs, which require the attention and cooperation of other CMIs (including Private Banks). Certain CMIs may also be acting as OCs for this offering and are subject to additional requirements under the Code.

Prospective investors who are the directors, employees or major shareholders of the Issuer, a CMI or its group companies would be considered under the Code as having an Association with the Issuer, the CMI or the relevant group company. CMIs should specifically disclose whether their investor clients have any Association when submitting orders for the Securities. In addition, Private Banks should take all reasonable steps to identify whether their investor clients may have any Associations with the Issuer or any CMI (including its group companies) and inform the Joint Lead Managers accordingly.

CMIs are informed that the marketing and investor targeting strategy for this offering includes institutional investors, sovereign wealth funds, pension funds, hedge funds, family offices and high net worth individuals, in each case, subject to the selling restrictions set out elsewhere in this Offering Circular.

CMIs should ensure that orders placed are *bona fide*, are not inflated and do not constitute duplicated orders (*i.e.* two or more corresponding or identical orders placed via two or more CMIs). CMIs should enquire with their investor clients regarding any orders which appear unusual or irregular. CMIs should disclose the identities of all investors when submitting orders for the Securities (except for omnibus orders where underlying investor information should be provided to the OCs when submitting orders). Failure to provide underlying investor information for omnibus orders, where required to do so, may result in that order being rejected. CMIs should not place "X-orders" into the order book.

CMIs should segregate and clearly identify their own proprietary orders (and those of their group companies, including Private Banks as the case may be) in the order book and book messages.

CMIs (including Private Banks) should not offer any rebates to prospective investors or pass on any rebates provided by the Issuer. In addition, CMIs (including Private Banks) should not enter into arrangements which may result in prospective investors paying different prices for the Securities.

The Code requires that a CMI disclose complete and accurate information in a timely manner on the status of the order book and other relevant information it receives to targeted investors for them to make

an informed decision. In order to do this, those Joint Lead Managers in control of the order book should consider disclosing order book updates to all CMIs.

When placing an order for the Securities, Private Banks should disclose, at the same time, if such order is placed other than on a "principal" basis (whereby it is deploying its own balance sheet for onward selling to investors). Private Banks who do not provide such disclosure are hereby deemed to be placing their order on such a "principal" basis. Otherwise, such order may be considered to be an omnibus order pursuant to the Code. Private Banks should be aware that placing an order on a "principal" basis may require the Joint Lead Managers to apply the "proprietary orders" requirements of the Code to such order and will require the Joint Lead Managers to apply the "rebates" requirements of the Code to such order.

In relation to omnibus orders, when submitting such orders, CMIs (including Private Banks) that are subject to the Code should disclose underlying investor information in respect of each order constituting the relevant omnibus order (failure to provide such information may result in that order being rejected). CMIs (including private banks) should contact the Joint Lead Managers to obtain details on what underlying investor information is required. Underlying investor information in relation to omnibus orders should consist of:

- The name of each underlying investor;
- A unique identification number for each investor;
- Whether an underlying investor has any "Associations" (as used in the Code);
- Whether any underlying investor order is a "Proprietary Order" (as used in the Code);
- Whether any underlying investor order is a duplicate order.

To the extent information being disclosed by CMIs and investors is personal and/or confidential in nature, CMIs (including Private Banks) agree and warrant: (A) to take appropriate steps to safeguard the transmission of such information to the OCs; and (B) that they have obtained the necessary consents from the underlying investors to disclose such information to the OCs. By submitting an order and providing such information to the OCs, each CMI (including Private Banks) further warrants that they and the underlying investors have understood and consented to the collection, disclosure, use and transfer of such information by the OCs and/or any other third parties as may be required by the Code, including to the Issuer, relevant regulators and/or any other third parties as may be required by the Code, for the purpose of complying with the Code, during the bookbuilding process for this offering. CMIs that receive such underlying investor information are reminded that such information should be used only for submitting orders in this offering. The Joint Lead Managers may be asked to demonstrate compliance with their obligations under the Code, and may request other CMIs (including Private Banks) to provide evidence showing compliance with the obligations above (in particular, that the necessary consents have been obtained). In such event, other CMIs (including Private Banks) are required to provide the relevant Joint Lead Manager with such evidence within the timeline requested.

By placing an order, prospective investors (including any underlying investors in relation to omnibus orders) are deemed to represent to the Joint Lead Managers that it is not a Sanctions Restricted Person. A "Sanctions Restricted Person" means an individual or entity (a "**Person**"): (a) that is, or is directly or indirectly owned or controlled by a Person that is, described or designated in (i) the most current "Specially Designated Nationals and Blocked Persons" list (which as of the date hereof can be found at: <http://www.treasury.gov/ofac/downloads/sdnlist.pdf>) or (ii) the Foreign Sanctions Evaders List (which as of the date hereof can be found at: <http://www.treasury.gov/ofac/downloads/fse/fselist.pdf>) or (iii) the most current "Consolidated list of persons, groups and entities subject to EU financial sanctions" (which as of the date hereof can be found at: <https://data.europa.eu/data/datasets/consolidated-list-of-persons-groups-and-entities-subject-to-eu-financial-sanctions?locale=en>); or (b) that is otherwise the subject of any sanctions administered or enforced by any Sanctions Authority, other than solely by virtue of the following (i) - (vi) to the extent that it will not result in violation of any sanctions by the CMIs: (i) their inclusion in the most current "Sectoral Sanctions Identifications" list (which as of the date hereof can be found at: <https://www.treasury.gov/ofac/downloads/ssi/ssilist.pdf>) (the "**SSI List**"), (ii) their inclusion in Annexes 3, 4, 5 and 6 of Council Regulation No. 833/2014, as amended by Council Regulation No. 960/2014 (the "**EU Annexes**"), (iii) their inclusion in any other list maintained by a Sanctions Authority, with similar effect to

the SSI List or the EU Annexes, (iv) them being the subject of restrictions imposed by the United States Department of Commerce's Bureau of Industry and Security ("**BIS**") under which BIS has restricted exports, re-exports or transfers of certain controlled goods, technology or software to such individuals or entities; (v) them being an entity listed in the Annex to the new Executive Order of 3 June 2021 entitled "Addressing the Threat from Securities Investments that Finance Certain Companies of the People's Republic of China" (known as the Non-SDN Chinese Military-Industrial Complex Companies List), which amends the Executive Order 13959 of 12 November 2020 entitled "Addressing the threat from Securities Investments that Finance Chinese Military Companies"; or (vi) them being subject to restrictions imposed on the operation of an online service, Internet application or other information or communication services in the United States directed at preventing a foreign government from accessing the data of U.S. persons; or (c) that is located, organised or a resident in a comprehensively sanctioned country or territory, including Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the Donetsk's People's Republic or Luhansk People's Republic. "**Sanctions Authority**" means: (a) the United Nations; (b) the United States; (c) the European Union (or any of its member states); (d) the United Kingdom; (e) the People's Republic of China; (f) any other equivalent governmental or regulatory authority, institution or agency which administers economic, financial or trade sanctions; and (g) the respective governmental institutions and agencies of any of the foregoing including, without limitation, the Office of Foreign Assets Control of the United States Department of the Treasury, the United States Department of State, the United States Department of Commerce and His Majesty's Treasury.

Japan

The Securities have not been and will not be registered under the Financial Instruments and Exchange Act and will be subject to the Special Taxation Measures Act. Accordingly, each Joint Lead Manager 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 Securities in Japan or to, or for the benefit of, any resident of Japan (which term as used in this item (i) means any person that is a resident of Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and any other applicable laws, regulations and governmental guidelines of Japan; and (ii) it has not, directly or indirectly, offered or sold and will not, as part of its distribution at any time, directly or indirectly offer or sell the Securities to, or for the benefit of, any person other than a beneficial owner that is, (a) 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 Specially-Related Person of the Issuer or (b) a Japanese financial institution, designated in Article 6, Paragraph 11 of the Special Taxation Measures Act. Notwithstanding the restriction set forth in (ii) above, pursuant to the Special Taxation Measures Act, a Specially-Related Person of the Issuer who is acting in its capacity as a Joint Lead Manager will be permitted to acquire or purchase, as part of its distribution, the remainder of the Securities from any of the other Joint Lead Managers, where such other Joint Lead Manager has failed to sell to subsequent purchasers all of the Securities that it acquired or purchased from the Issuer in its capacity as a Joint Lead Manager.

Singapore

Each Joint Lead Manager has acknowledged that this Offering Circular has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Joint Lead Manager has represented, warranted and agreed that it has not offered or sold any Securities or caused the Securities to be made the subject of an invitation for subscription or purchase and will not offer or sell any Securities or cause the Securities to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Offering Circular or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Securities, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the "**SFA**")) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

General

Each Joint Lead Manager has represented, warranted and agreed in the Subscription Agreement that it has complied and will comply with all applicable laws and regulations in each country or jurisdiction in which it purchases, offers, sells or delivers the Securities or has in its possession or distributes this Offering Circular or any related offering material, in all cases at its own expense.

Other Relationships

Some of the Joint Lead Managers 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 Joint Lead Managers 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. If any of the Joint Lead Managers or their affiliates has a lending relationship with the Issuer, certain of these Joint Lead Managers or their affiliates may routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, these Joint Lead Managers 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 Securities offered hereby. Any such credit default swaps or short positions could adversely affect future trading prices of the Securities offered hereby. The Joint Lead Managers 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.

MUFG Securities Asia Limited, a subsidiary of the Issuer, will participate in the offering as a Joint Lead Manager.

GENERAL INFORMATION

1. Authorisation

The creation and issue of the Securities has been duly authorised by a resolution of the Board of Directors of MUFG dated 25 June 2015 and a decision by the President and Group Chief Executive Officer of MUFG on 23 March 2026.

2. Listing and Admission to Trading

Application has been made to list the Securities on the Official List and for the Securities to be admitted to trading on the Euro MTF Market.

3. No Material Change

Save as disclosed herein or in any of the documents incorporated by reference herein, there has been no material change in the prospects or financial position of the Issuer and its subsidiaries taken as a whole since 31 March 2026.

4. Litigation

Save as disclosed herein or in any of the documents incorporated by reference herein, there are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the twelve months prior to the date of this Offering Circular which may have, or have had in the recent past, significant effects on the financial position or profitability of the Issuer and/or the Issuer and its subsidiaries.

5. Auditors

The annual consolidated financial statements of MUFG and its subsidiaries under U.S. GAAP, which are included in Form 20-F and incorporated by reference in this Offering Circular, have been audited in accordance with the standards of the Public Company Accounting Oversight Board (United States), by Deloitte Touche Tohmatsu LLC, independent auditors, as stated in their report which is incorporated by reference in this Offering Circular.

6. Documents on Display

Copies of the following documents will, when published, be available, without charge, from the respective registered office of MUFG and at the offices of the Principal Paying Agent:

- (a) this Offering Circular;
- (b) the Articles of Association and the Board of Directors Regulations of the Issuer;
- (c) the 2026 Form 20-F (which includes MUFG's consolidated financial statements audited in accordance with the standards of the PCAOB, prepared under U.S. GAAP for the fiscal years ended 31 March 2024, 2025 and 2026, and the audit report in respect thereof);
- (d) each other document incorporated by reference into this Offering Circular;
- (e) the Trust Deed; and
- (f) the Agency Agreement.

7. Security Codes

The Securities have been accepted for clearance through the Clearing Systems. The ISIN is XS3531960907 and the common code is 353196090. The Legal Entity Identifier (LEI) of the Issuer is 353800V2V8PUY9TK3E06.

REGISTERED OFFICE OF THE ISSUER

Mitsubishi UFJ Financial Group, Inc.

4-5, Marunouchi 1-chome
Chiyoda-ku, Tokyo 100-8330
Japan

INDEPENDENT AUDITOR TO THE ISSUER

Deloitte Touche Tohmatsu LLC

Marunouchi Nijubashi Building
2-3, Marunouchi 3-chome
Chiyoda-ku, Tokyo 100-8360
Japan

PRINCIPAL PAYING AGENT, CALCULATION AGENT AND TRANSFER AGENT

MUFG Bank, Ltd.,

London Branch

Ropemaker Place
25 Ropemaker Street
London EC2Y 9AN
United Kingdom

TRUSTEE

U.S. Bank National Association

100 Wall Street, 6th Floor
New York, NY 10005
United States of America

REGISTRAR AND TRANSFER AGENT

Mitsubishi UFJ Investor Services & Banking (Luxembourg) S.A.

287-289, route d'Arlon
L-1150 Luxembourg
Grand-Duché de Luxembourg

LEGAL ADVISERS

To the Issuer as to Japanese law

Nagashima Ohno & Tsunematsu

JP Tower
7-2, Marunouchi 2-chome
Chiyoda-ku, Tokyo 100-7036
Japan

To the Joint Lead Managers as to English law

Clifford Chance

(Gaikokuho Kyodo Jigyo)

Palace Building, 3rd Floor
1-1, Marunouchi 1-chome
Chiyoda-ku, Tokyo 100-0005
Japan

