

FINAL TERMS

MACQUARIE BANK LIMITED

(ABN 46 008 583 542)

(incorporated with limited liability in the Commonwealth of Australia)

STRUCTURED NOTE PROGRAMME

Issue of ZAR 250,000,000 Index Linked Notes due 30 October 2017

The Issuer has established the Macquarie Bank Limited US\$5,000,000,000 Structured Note Programme ("**Programme**") pursuant to the Base Prospectus, dated 14 August 2015, and as further amended and/or supplemented from time to time ("**Base Prospectus**").

The Inward Listings Supplement, dated 31 March 2015, as amended and/or supplemented from time to time ("**Inward Listings Supplement**") is a supplement to the Base Prospectus and must be read in conjunction with the Base Prospectus and the documents incorporated by reference into the Base Prospectus.

The Inward Listings Supplement as read with the Base Prospectus is a "**Placing Document**" for purposes of the JSE Debt Listings Requirements. The Inward Listings Supplement was approved by the JSE on 27 March 2015.

This document (including Schedule A hereto headed "*Additional Terms*" ("**Schedule A**") constitutes the applicable Final Terms relating to the issue of the Tranche of SA Notes described herein ("**SA Notes**").

References in these applicable Final Terms to the "**Base Conditions**" are to the Additional Terms and Conditions for Index Linked Notes set out in Annex 1 to the Base Prospectus ("**Annex 1**") as read with the section of the Base Prospectus headed "*Terms and Conditions of the Notes*" ("**Terms and Conditions**").

This Tranche of SA Notes will be issued on and subject to the Base Conditions as read with these applicable Final Terms.

These applicable Final Terms must be read in conjunction with the Inward Listings Supplement. The section of the Inward Listings Supplement headed "*South African Terms and Conditions*" ("**SA Terms and Conditions**") is incorporated by reference into and forms part of these applicable Final Terms.

The Issuer is an Australian resident for the purposes of the Australian Income Tax Assessment Act, 1936.

Save where expressly otherwise stated, references in these applicable Final Terms to any "Condition" are to that Condition of the Terms and Conditions. Capitalised terms not defined in these applicable Final Terms shall have the meanings ascribed to them in the SA Terms and Conditions.

If and to the extent that there is any conflict or inconsistency between any of the provisions of these applicable Final Terms (including the SA Terms and Conditions) and any of the provisions of the Base Conditions, the provisions of these applicable Final Terms (including the SA Terms and Conditions) shall prevail.

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|----|--|---|
| 1. | Issuer: | The Sydney Branch of Macquarie Bank Limited |
| 2. | a) Series Number: | MBLSA002 |
| | b) Tranche Number: | 1 |
| 3. | Specified Currency: | ZAR |
| 4. | Aggregate Nominal Amount: | |
| | a) Series: | ZAR250,000,000 |
| | b) Tranche: | ZAR250,000,000 |
| 5. | Inward Listings Amount: | |
| | a) Inward Listings Amount as at the Issue Date: | ZAR10,000,000,000 |
| | b) Aggregate Outstanding Nominal Amount of all of the SA Notes issued under the Programme pursuant to the Placing Document as at the Issue Date: | ZAR60,000,000, excluding the aggregate Nominal Amount of this Tranche of SA Notes and any other Tranche/s of SA Notes issued on the Issue Date specified in item (8)(a) below |
| | c) Issuer confirmation as to Inward Listings Amount: | The Inward Listings Supplement will only apply to SA Notes issued under the Programme, pursuant to the Placing Document, in an aggregate Outstanding Nominal Amount which |

does not exceed ZAR10,000,000,000 ("Inward Listings Amount").

The Issuer confirms that the issue of this Tranche of SA Notes will not cause the Issuer to exceed the Inward Listings Amount.

6.	Issue Price:	100 per cent. of the Aggregate Nominal Amount
7.	a) Specified Denomination:	ZAR10,000,000 (or such other amount as is prescribed from time to time in terms of section 96(2)(a) of the Companies Act, 2008)
	b) Calculation Amount:	ZAR10,000,000
8.	a) Issue Date and Interest Commencement Date:	28 October 2015
	b) Interest Commencement Date (if different from the Issue Date):	Not Applicable
	c) Listing Date:	Issue Date
9.	Maturity Date:	30 October 2017 or, if later, the third Business Day following the FX Valuation Date (following all adjustments, if applicable)
10.	Type of SA Notes	Index Linked Notes
11.	Security:	Unsecured SA Notes
12.	Interest Basis:	Not Applicable
13.	Redemption/Payment Basis:	Index Linked Redemption
14.	Change of Interest Basis or Redemption/ Payment Basis:	Not Applicable
15.	Put/Call Options:	Not Applicable
16.	Status of the SA Notes:	Senior
17A.	Tax gross-up obligation of the Issuer:	Not Applicable
17B.	Business Day Convention:	Not Applicable
17C.	Business Day Centre(s):	London, New York and Johannesburg

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

18.	Fixed Rate SA Notes:	Not Applicable
19.	Floating Rate SA Notes:	Not Applicable
20.	Zero Coupon SA Notes:	Not Applicable
21.	Other SA Notes:	Credit Linked Interest Notes: Not Applicable
		FX Linked Interest Notes: Not Applicable
		Commodity Linked Interest Notes: Not Applicable
		Fund Linked Interest Notes: Not Applicable

PROVISIONS RELATING TO REDEMPTION

22.	Issuer Call:	Not Applicable
23.	Investor Put:	Not Applicable
24.	Automatic Early Redemption:	Not Applicable
25.	Final Redemption Amount of each SA Note:	Not Applicable
26.	Early Redemption Amount(s) of each SA Note payable on redemption for taxation reasons (as set out in Condition 7.2) or on an event of default (as set out in Condition 10) or on an illegality (as set out in Condition 7.9) or following an Index Adjustment Event or Additional	Market Value less Associated Costs per Calculation Amount

Disruption Event in accordance with Annex 1:

27. Index Linked Redemption Notes: Applicable
The provisions of Annex 1 shall apply.
- a) (i) Index/Basket of Indices: SLM Multi Risk Premia Equity ER USD Index ("**Index**").
The Index is described in full in the index terms and conditions applicable to the Index dated 23 October 2015 as may be amended from time to time in accordance with their terms ("**Index Conditions**").
Capitalized terms used but not otherwise defined in these applicable Final Terms and/or the Base Conditions shall have the meanings given to them in the Index Conditions.
The Index Conditions are available on the following website:
<http://www.spindices.com/custom-indices/?clientNameStartsWith=C#client-information>.
Any reweightings applicable to the Index will be published on:
<http://www.macquarie.com/za/about/disclosures/sa-disclosures>
- (ii) Index Sponsor(s): Citigroup Global Markets Limited, whose capacity as Index Sponsor is described in the Index Conditions.
- (iii) Index Level: In respect of any day, the closing level of the Index for such day, as published by or on behalf of the Index Calculation Agent in accordance with the Index Conditions, subject to the provisions of Schedule A.
- (iv) Index Ticker: CIXBMREU <Index>, which is a Bloomberg page, or any replacement or successor information source determined by the Index Calculation Agent (whether or not an electronic page).
- (v) Index Calculation Agent: S&P Dow Jones Indices LLC and/or its subsidiaries, whose capacity as Index Calculation Agent is described in the Index Conditions
- b) Calculation Agent responsible for making calculations in respect of the Notes: Issuer
- c) Final Redemption Amount: In respect of each Nominal Amount of the SA Notes in this Tranche equal to the Calculation Amount, an amount determined and calculated by the Calculation Agent according to the following formula:
Final Redemption Amount = Calculation Amount × (100% + Index Performance)
- d) Averaging: Not Applicable
- e) Futures Price Valuation: Not Applicable
- f) Index Performance: The Index Performance shall be determined and calculated by the Calculation Agent according to the following formula:

$$\text{Index Performance} = 280\% \times \text{Max} \left(0\%, \frac{I_t}{I_0} - 1 \right) \times \frac{FX_t}{FX_0}$$

Where:

"FX Price Source" means the applicable WM/Reuters "Closing Spot Rate" as published by The World Markets Company plc in conjunction with Reuters, or if the relevant rate is not published or announced by such source, the successor or alternative price source or page/publication for the relevant rate as determined by the Calculation Agent in its sole and absolute discretion.

"**FX Strike Date**" means 23 October 2015 subject to postponement as set out in sub-paragraph 27(s)(7) below under the heading "Consequences of an FX Market Disruption Event".

"**FX**" means the spot level of USDZAR in respect of the FX Valuation Date.

"**FX Valuation Date**" means the FX Business Day immediately following the Latest Valuation Date, subject to postponement as set out in sub-paragraph 27(s)(7) below under the heading "Consequences of an FX Market Disruption Event".

"**FX0**" means the spot level of USDZAR in respect of the FX Strike Date.

"**I0**" means the Index Level in respect of the Strike Date.

"**I**" means the Index Level in respect of the Valuation Date.

"**Max**" means the higher of the amounts separated by a comma within the set of brackets immediately following the "Max" symbol.

"**Strike Date**" means 28 October 2015

"**USDZAR**" means, in respect of a day, an amount equal to the spot rate of exchange of USD to ZAR (expressed as the number of ZAR per USD 1.00) appearing on the FX Price Source as of 4:00 p.m. (London time) on such day.

For the avoidance of doubt, the Index Performance represents a 280% participation in the positive performance of the Index converted to ZAR, as described above, for settlement purposes and the JSE Debt Listings Requirements. The Index Level is calculated and published in USD.

g) Exchange Rate:	Not Applicable
h) Weighting:	Not Applicable
i) Exchange(s):	Not Applicable
j) Related Exchange:	Not Applicable
k) Valuation Date(s):	23 October 2017, or, if such day is not an Index Business Day the next following day which is an Index Business Day (subject to postponement and adjustment under the provisions of Schedule A) (the Valuation Date to occur latest in time, following all such adjustments, if applicable, being the " Latest Valuation Date ").
	The definition of "Valuation Date" in Condition 1 of Annex 1 shall be deemed amended accordingly.
l) Valuation Time:	The time at which the Index Calculation Agent is scheduled to announce the closing level of the Index
m) Observation Date(s):	Not Applicable
n) Observation Period:	Not Applicable
o) Disrupted Day:	If the Valuation Date is a Disrupted Day, the relevant Index Level shall be determined in accordance with Schedule A. The definition of "Disrupted Day" in Condition 1 of Annex 1, shall be deemed deleted and replaced by the definition of "Disrupted

- Day" contained in Schedule A.
- p) Trade Date: 23 October 2015
- q) Additional Disruption Events: The following Additional Disruption Events apply to the SA Notes
- (i) Change in Law, provided that the definition of "Change in Law" contained in Condition 3.2 of Annex 1 shall be deemed deleted and replaced by the following:
- "**Change in Law**" means that, on or after the Trade Date (as specified in the applicable Final Terms) (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), (X) the Calculation Agent determines in good faith that any Hedging Party has, or it will within the next 30 calendar days, become (provided that the date on which this potential illegality becomes effective is prior to the FX Valuation Date) illegal for it or an Affiliate thereof, as applicable, to hold, acquire or dispose of Hedge Positions relating to the Notes, or (Y) the Calculation Agent determines in connection with any Hedge Position that the Issuer or an Affiliate thereof, as applicable, would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of such Hedge Position, or (ii) realize, recover or remit the proceeds of such Hedge Position. "
- (ii) Hedging Disruption
- (iii) Increased Cost of Hedging
- r) Correction of Index Levels: Not Applicable
- s) Other terms or special conditions: Notwithstanding anything to the contrary contained in these applicable Final Terms and/or the Base Conditions:
1. If the Index Level is not published on the Valuation Date, such non-publication will not be treated as an Index Disruption, but will instead be treated as a Disrupted Day (as defined in Schedule A) and will be subject to the provisions set out in Schedule A.
 2. Condition 2.1 (*Successor Index Sponsor Calculates and Reports an Index*) of Annex 1 shall be deemed to be not applicable to the SA Notes.
 3. The first paragraph of Condition 2.2 (*Modification and Cessation of Calculation of an Index*) of Annex 1 shall be deemed to be deleted and replaced by the following:

 "If (i) on or prior to the Valuation Date, the relevant Index Calculation Agent makes or announces that it will make a material change in the formula for or the method of calculating a relevant Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent stock and capitalisation, contracts or

commodities and other routine events) (an "**Index Modification**") or permanently cancels the Index (notwithstanding that a successor index may exist) (an "**Index Cancellation**"), or (ii) on a Valuation Date, the Index Sponsor and/or Index Calculation Agent fails to calculate and announce a relevant Index (an "**Index Disruption**" and, together with an Index Modification and an Index Cancellation, each an "**Index Adjustment Event**"), then the Issuer may take in its sole and absolute discretion the action described in (i), (ii) or (iii) below."

4. Upon the occurrence of an Index Modification the Issuer shall inform the JSE and shall procure the issuance of a SENS announcement announcing such Index Modification.
5. "**Index Business Day**" shall have the meaning given to it in the Index Conditions.
6. Definitions relating to FX:

"**Currency Disruption Event**" means any of General Inconvertibility, Specific Inconvertibility, General Non-Transferability, Specific Non-Transferability, Nationalisation and Dual Exchange Rate.

"**Dual Exchange Rate**" means the occurrence of an event that splits the currency exchange rate of USD and ZAR into dual or multiple currency exchange rates.

"**FX Business Day**" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits), or but for the occurrence of an FX Market Disruption Event would have settled payments and been open for general business in each of London, New York and Johannesburg.

"**FX Disrupted Day**" means any FX Business Day on which an FX Market Disruption Event occurs.

"**FX Market Disruption Event**" means the occurrence or existence, as determined by the Calculation Agent in its sole and absolute discretion, of any FX Price Source Disruption and/or any FX Trading Suspension or Limitation and/or any Currency Disruption Event.

"**FX Price Source Disruption**" means it becomes impossible or otherwise impracticable to obtain and/or execute the relevant rate(s) required to calculate USDZAR on the relevant FX Reference Date or, if different, the day on which rates for that FX Reference Date, as the case may be, would in the ordinary course be published or announced by the relevant FX Price Source.

"**FX Reference Date**" means (i) the FX Strike Date or (ii) the FX Business Day immediately following the Latest Valuation Date.

"FX Trading Suspension or Limitation" means the suspension of and/or limitation of trading in the rate(s) required to calculate USDZAR (which may be, without limitation, rates quoted on any over-the-counter or quotation-based market, whether regulated or unregulated) provided that such suspension or limitation of trading is material in the opinion of the Calculation Agent.

"General Inconvertibility" means the occurrence of any event that, from a legal or practical perspective, generally makes it impossible or not reasonably practicable to (i) convert ZAR into USD or (ii) to convert USD and ZAR for the purpose of determining USDZAR, in any relevant jurisdiction through customary legal channels.

"General Non-Transferability", being the occurrence of any event that generally makes it impossible or not reasonably practicable to deliver (i) USD from accounts inside any relevant jurisdiction to accounts outside such relevant jurisdiction or (ii) ZAR between accounts inside the relevant jurisdiction or to a party that is a non-resident of such relevant jurisdiction.

"Governmental Authority" means (i) any *de facto* or *de jure* government (or any agency, instrumentality, ministry or department thereof), court, tribunal, administrative or other governmental authority or (ii) any other entity (private or public) charged with the regulation of the financial markets (including the central bank) in each case in any relevant jurisdiction.

"Hedging Party" means the Issuer and/or any Affiliate and/or any other party which conducts or may conduct hedging arrangements in respect of the Issuer's obligations in respect of the SA Notes from time to time.

"Nationalisation" means any expropriation, confiscation, requisition, nationalisation or other action taken by a Governmental Authority which deprives any Hedging Party of all or substantially all of its assets in any relevant jurisdiction.

"Specific Inconvertibility" means the occurrence of any event that, from a legal or practical perspective, has the direct or indirect effect of hindering, limiting, restricting, making it impossible or not reasonably practicable for any Hedging Party to convert the whole, or part thereof, (i) of any relevant amount in the ZAR into USD or (ii) of USD or ZAR for the purpose of determining USDZAR, in any relevant jurisdiction, (including, without limitation, by reason of any delays, increased costs or discriminatory rates of exchange or any current or future restrictions on the repatriation of either (i) ZAR into USD or (ii) any of USD and ZAR for the purpose of determining USDZAR) other than where such impossibility or impracticality is due solely to the failure by such Hedging Party to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or

regulation is enacted after the Trade Date and it is impossible or not reasonably practicable for such Hedging Party, due to an event beyond its control, to comply with such law, rule or regulation).

"Specific Non-Transferability", being the occurrence of any event that, from a legal or practical perspective, has the direct or indirect effect of hindering, limiting, restricting, making it impossible or not reasonably practicable for any Hedging Party to deliver (i) ZAR from accounts inside any relevant jurisdiction to accounts outside such relevant jurisdiction or (ii) ZAR between accounts inside any relevant jurisdiction or to a party that is a non-resident of such relevant jurisdiction (including, without limitation, by reason of any delays, increased costs or discriminatory rates of exchange or any current or future restrictions on the repatriation of ZAR into USD), other than where such impossibility or impracticality is due solely to the failure by such Hedging Party to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Trade Date and it is impossible or not reasonably practicable for such Hedging Party, due to an event beyond its control, to comply with such law, rule or regulation).

"Valuation Cut-off Date" means, in respect of an FX Reference Date, the date falling eight FX Business Days immediately following the original date that but for an FX Market Disruption Event would have been such FX Reference Date.

7. Consequences of an FX Market Disruption Event

If an FX Reference Date is an FX Disrupted Day, then such FX Reference Date shall be the first succeeding FX Business Day that is not an FX Disrupted Day, unless each of the FX Business Days up to and including the Valuation Cut-off Date is an FX Disrupted Day. In that case, (i) the Valuation Cut-off Date shall be deemed to be the FX Reference Date (notwithstanding the fact that such day is an FX Disrupted Day) and (ii) the Calculation Agent shall determine the relevant price in accordance with its good faith estimate of the relevant price as 4:00 p.m. (London time) on the Valuation Cut-off Date.

28. FX Linked Redemption Notes: Not Applicable

GENERAL PROVISIONS APPLICABLE TO THE SA NOTES

29. Form of SA Notes:	The SA Notes in this Tranche are issued in registered uncertificated form and will be held in the CSD.
30. Payment Day:	Following
31. Financial Centre(s) or other special provisions relating to Payment Days:	Johannesburg
32. Talons for future Coupons or Receipts to be attached (and dates on which such Talons mature):	Not Applicable
33. Details relating to Partly Paid SA Notes: amount of each	Not Applicable

payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay, including any right of the Issuer to forfeit the SA Notes and interest due on late payment:

34. Details relating to Instalment SA Notes:
- a) Instalment Amount(s): Not Applicable
 - b) Instalment Date(s): Not Applicable
35. SA Paying Agent: The Standard Bank of South Africa Limited, acting through its Corporate and Investment Banking division
- a) Specified Office of the SA Paying Agent: 25 Pixley Ka Isaka Seme Street, Johannesburg 2000, South Africa
36. Redenomination applicable: Not Applicable
37. Other Final Terms: See the provisions set out in Schedule A

DISTRIBUTION

38. Method of distribution: Non-syndicated
Private Placement
39. a) If syndicated, names and addresses of Managers and underwriting commitments: Not Applicable
- b) Date of Subscription Agreement: Not Applicable
 - c) Stabilising Manager(s) (if any): Not Applicable
40. If non-syndicated, name of relevant Dealer: Macquarie Securities South Africa Limited
41. Debt Sponsor: The Standard Bank of South Africa Limited, acting through its Corporate and Investment Banking division
42. Exchange Control Approval: The Issuer has obtained the prior written approval of the Exchange Control Authorities for the issue and listing of this Tranche of SA Notes on the Interest Rate Market of the JSE.
43. Additional selling restrictions: Not Applicable
44. Commercial Paper Regulations: Not Applicable

OTHER INFORMATION

45. a) Listing and admission to trading: This Tranche of SA Notes will be listed on the Interest Rate Market of the JSE
- b) International Securities Numbering (ISIN): ZAG000130592
 - c) Stock Code Number: MBLSA2
46. a) Rating of the Issuer as at the Issue Date and the date on which the rating of the Issuer is to be reviewed: Standard & Poor's: Long-term rating A/Stable last reviewed in December 2014 and expected to be reviewed in December of 2015
- b) Rating (if any) assigned to this Tranche of SA Notes as at the Issue Date: Not Applicable
47. a) Last Day to Register: Up until 17h00 (South African time) on 19 October 2017 being the last date on which the SA Transfer Agent will accept Transfer Forms and record in the Register the transfer of SA Notes in this Tranche represented by Certificates
- b) Books Closed Period: The Register will be closed during the 10 days preceding the Redemption Date from 17h00 (South African time) on the Last Day to Register until 17h00 (South African time) on the day preceding the Redemption Date, being the period during which the Register is closed for purposes of giving effect to transfers, redemptions or payments in respect of the SA Notes in this

		Tranche
	c) Books Closed Date:	20 October 2017
48.	SA Transfer Agent:	The Standard Bank of South Africa Limited, acting through its Corporate and Investment Banking division
	a) Specified Office of the SA Transfer Agent:	25 Pixley Ka Isaka Seme Street, Johannesburg 2000, South Africa
49.	Use of Proceeds:	The proceeds from the issue of this Tranche of SA Notes will be applied by the Issuer for its general corporate purposes

The Issuer accepts full responsibility for the accuracy of the information contained in the Placing Document, these Final Terms, the annual financial reports of the Issuer and any amendments to such annual financial reports, and each supplement to the Inward Listings Supplement and/or the Base Prospectus published by the Issuer from time to time (except as otherwise stated therein).

The Issuer certifies that, to the best of its knowledge and belief, there are no facts the omission of which would make the Placing Document or any statement contained in the Placing Document false or misleading, that all reasonable enquiries to ascertain such facts have been made, and that the Placing Document contains or incorporates by reference (see the section of the Base Prospectus headed "*Documents Incorporated by Reference*" and the section of the Inward Listings Supplement headed "*Documents Incorporated by Reference*") all information required by the JSE Debt Listings Requirements and all other Applicable Laws.

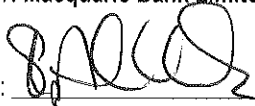
Application is hereby made to list Tranche 1 of Series MBLSA002 of the SA Notes on the Interest Rate Market of the JSE, as from 28 October 2015, under the Macquarie Bank Limited US\$5,000,000,000 Structured Note Programme pursuant to the Placing Document.

None of Citigroup Global Markets Limited or its affiliates ("**Citigroup**") acting in the capacity of Index Sponsor in relation to the Index and any of their respective directors, officers, employees, representatives, delegates or agents (each a "**Relevant Person**") makes any express or implied representations or warranties as to (a) the advisability of purchasing the SA Notes, (b) the level(s) of the Index at any particular time on any particular date, (c) the results to be obtained by any investor in the SA Notes or any other person or entity, from the use of the Index or any data included therein for any purpose, (d) the merchantability or fitness for a particular purpose of the Index or (e) any other matter. Each Relevant Person hereby expressly disclaims, to the fullest extent permitted by applicable law, all warranties of accuracy, completeness, merchantability or fitness for a particular purpose with respect to the Index. No Relevant Person shall have any liability (direct or indirect, special, punitive, consequential or otherwise) to any person even if notified of the possibility of damages. The Index Sponsor is not under any obligation to continue the calculation, publication and dissemination of the Index and it shall not have any liability for any errors, omissions, interruptions or delays relating to the Index. The Index Sponsor shall act as principal and not as agent or fiduciary of any other person.

During the normal course of its business, any Relevant Person may enter into or promote, offer or sell transactions or investments (structured or otherwise) linked to the Index and/or any of its constituents. In addition, any Relevant Person may have, or may have had, long or short principal positions and/or actively trade, by making markets to its clients, positions in or relating to the Index or any of its constituents, or may invest or engage in transactions with other persons, or on behalf of such persons relating to any of these items. Relevant Persons may also undertake hedging transactions related to the initiation or termination of financial products or transactions, which may adversely affect the market price, rate or other market factor(s) underlying any constituent or the Index. Relevant Persons may have an investment banking or other commercial relationship with and access to information from the issuer(s) of constituents. Such activity may or may not have an impact on the level of the Index, but potential investors and counterparties should be aware that a conflict of interest could arise where anyone is acting in more than one capacity, and such conflict may have an impact (either positive or negative) on the level of the Index.


The Index is described in full in the Index Conditions which are available upon request. The Index is proprietary and confidential to the Index Sponsor. No person may use the Index in any way or reproduce or disseminate information relating to the Index without the prior written consent of the Index Sponsor. The Index is not in any way sponsored, endorsed or promoted by the issuer or sponsor, as applicable, of any of its constituents.

For: Macquarie Bank Limited

By:  _____

Duly authorised

Date: 4 November 2015

By:  _____

Duly authorised

Date: 4 November 2015

Schedule A

Additional Terms

1. **Determination of the Index Level on a Disrupted Day or a day which is not Component Scheduled Trading Day.**

If the Calculation Agent determines that the Valuation Date or the Strike Date (each a "**Reference Date**") is (1) a Disrupted Day (as defined below) for any Component; or (2) not a Component Scheduled Trading Day (as defined below) for any Component (an "**Affected Valuation Date**"), then:

1. the Calculation Agent shall disregard any level of the Index published for such Affected Valuation Date (if applicable) for the purposes of determining any amount due in respect of the Notes; and
2. the Calculation Agent shall instead determine the level of the Index in respect of such Affected Valuation Date in accordance with the then-current methodology for calculating the Index and (if applicable) each Component Index and (if applicable) each Sub-Component Index, but using:
 - (a) with respect to each Component which is not an Affected Component, the Value of such Component as of the relevant Component Valuation Time on such Affected Valuation Date; and
 - (b) with respect to each Affected Component, the Value of such Affected Component on the earlier of:
 - (i) the first day following such Affected Valuation Date which is both (A) not a Disrupted Day for such Affected Component; and (B) a Component Scheduled Trading Day for such Affected Component; and
 - (ii) the Long-stop Date (notwithstanding that the Long-stop Date is a Disrupted Day for such Affected Component and/or not a Component Scheduled Trading Day for such Affected Component), and the Calculation Agent shall determine the Value of such Affected Component on the Long-stop Date in accordance with the formula for and/or method of calculating such Affected Component last in effect prior to the Affected Valuation Date (using, where necessary, its good faith estimate of the Value of any constituent of such Affected Component); and
 - (c) the Affected Valuation Date shall be postponed to the earlier of the two dates described in sub-paragraph (b) above.

2. **Definitions.**

"**Affected Component**" shall mean each Component for which the relevant Reference Date is (1) a Disrupted Day in respect of such Component; and/or (2) is not a Component Scheduled Trading Day in respect of such Component.

"**Component**" shall mean each contract, instrument or security with reference to which the Index Level is determined, whether directly (as a constituent of the Index) or indirectly (as a constituent of a Component Index or of a Sub-Component Index).

"**Component Index**" shall mean each index which is a constituent of the Index.

"**Component Index Conditions**" shall mean, in respect of a Component Index, the index terms and conditions (however described) applicable to such Component Index.

"**Component Scheduled Trading Day**" shall mean, in respect of a Component, each day on which (1) each relevant market (including any related derivatives market) for such Component is scheduled to be open or available; and/or (2) the Value of such Component is scheduled to be published or announced, in each case as more particularly described (whether or not termed a "Scheduled Trading Day") in (1) the Index Conditions (where such Component is a constituent of the Index); or (2) the relevant Component Index Conditions (where such Component is a constituent of a Component Index); or (3) the relevant Sub-Component Index Conditions (where such Component is a constituent of a

Sub-Component Index).

"Component Valuation Roll" shall mean 5.

"Component Valuation Time" shall mean, in respect of a Component, the time at which the level, price, rate or value (as relevant) of such Component is scheduled to be calculated and announced.

"Disrupted Day" shall mean, in respect of a Component, any day on which (1) any relevant market (including any related derivatives market) for such Component is disrupted; and/or (2) the Value of such Component is not published or announced, in each case as more particularly described (whether or not termed a "Disrupted Day") in (1) the Index Conditions (where such Component is a constituent of the Index); or (2) the relevant Component Index Conditions (where such Component is a constituent of a Component Index); or (3) the relevant Sub-Component Index Conditions (where such Component is a constituent of a Sub-Component Index).

"Long-stop Date" shall mean, in respect of an Affected Valuation Date and an Affected Component, the Component Scheduled Trading Day for such Affected Component which is the Component Valuation Roll number of Component Scheduled Trading Days for such Affected Component immediately following such Affected Valuation Date.

"Sub-Component Index" shall mean each index which is either (1) a constituent of a Component Index; or (2) a constituent of an index which in turn is a constituent of a Component Index.

"Sub-Component Index Conditions" shall mean, in respect of a Sub-Component Index, the index terms and conditions (however described) applicable to such Sub-Component Index.

"Value" shall mean, in respect of a Component or a constituent of a Component, the level, price, rate or value (as relevant) of such Component or such constituent.

