

AMENDMENT AGREEMENT

7 December 2018

1. Background

- (a) The parties hereto (as set out under Section 3 (*Execution*) below) refer to the Amended and Restated Programme Agreement dated 14 September 2018 (the **Programme Agreement**) between the parties hereto in respect of the Note, Warrant and Certificate Programme (the **Programme**) of Nomura International Funding Pte. Ltd. (the **Issuer**).
- (b) Capitalised terms defined in the Programme Agreement have the same meaning when used in this agreement.
- (c) The provisions of clauses 1.3-1.5 (*Definitions and Interpretation*), 25.2 (*Counterparts*), 23.1 (*Governing law*), 23.2 (*Jurisdiction*) and 23.3 (*Service of process*) and 24 (*Contracts (Rights of Third Parties) Act 1999*) of the Programme Agreement apply to this agreement as though they were set out in full in this agreement except that references to the Agreement are to be construed as references to this agreement.
- (d) This Amendment Agreement (this **Agreement**) is supplemental to and amends the Programme Agreement. From the date hereof, the Programme Agreement and this Agreement will be read and construed as one document. In the event of inconsistencies between this Agreement and the Programme Agreement this Agreement shall prevail.
- (e) The parties hereto have agreed to amend the terms of the Programme Agreement to reflect the amendments required to the selling restriction for Singapore following the implementation of the Securities and Futures (Amendment) Act 2017 of Singapore.

2. Agreement

IT IS HEREBY AGREED that, with effect from and including the date of this Agreement, the Singapore selling restriction as set out in item 20 of Appendix 2 (*Selling Restrictions*) on pages 54-55 of the Programme Agreement will be deemed deleted and replaced as follows:

"20. Singapore

The Final Terms and the Base Prospectus have not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, the Final Terms and the Base Prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Securities may not be circulated or distributed, nor may the Securities at any time be offered or sold, or be made the subject of an invitation for subscription or purchase, 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 (Chapter 289 of Singapore), as modified or amended from time to time (the **SFA**)) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

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

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

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Securities pursuant to an offer made under Section 275 of the SFA except:

- (1) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (2) where no consideration is or will be given for the transfer;
- (3) where the transfer is by operation of law; or
- (4) as specified in Section 276(7) of the SFA.


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

3. Execution

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

NOMURA INTERNATIONAL FUNDING PTE. LTD.

in its capacity as Issuer

By: 
Name: Etsunobu Kitamura
Title: Director

NOMURA HOLDINGS, INC.

in its capacity as a Guarantor

By:
Name:
Title:

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

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Securities pursuant to an offer made under Section 275 of the SFA except:

- (1) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (2) where no consideration is or will be given for the transfer;
- (3) where the transfer is by operation of law; or
- (4) as specified in Section 276(7) of the SFA.

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

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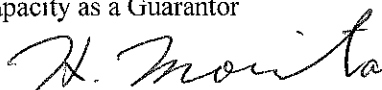
NOMURA INTERNATIONAL FUNDING PTE. LTD.

in its capacity as Issuer

By:
Name:
Title:


NOMURA HOLDINGS, INC.

in its capacity as a Guarantor

By: 
Name: Haruo Morita
Title: Authorised signatory

NOMURA SECURITIES CO., LTD.

in its capacity as a Guarantor

By: 
Name: Haruo Morita
Title: Authorised Signatory

NOMURA INTERNATIONAL (HONG KONG) LIMITED

in its capacity as a Guarantor

By:
Name:
Title:

NOMURA INTERNATIONAL PLC

in its capacity as Dealer

By:
Name:
Title:

NOMURA SINGAPORE LIMITED

in its capacity as Dealer

By:
Name:
Title:

NOMURA INTERNATIONAL (HONG KONG) LIMITED

in its capacity as Dealer

By:
Name:
Title:

NOMURA SECURITIES INTERNATIONAL, INC.

in its capacity as Dealer


By:
Name:
Title:

NOMURA SECURITIES CO., LTD.
in its capacity as a Guarantor

By:
Name:
Title:

NOMURA INTERNATIONAL (HONG KONG) LIMITED
in its capacity as a Guarantor

By:
Name:
Title:

 John E Baker
Director

NOMURA INTERNATIONAL PLC
in its capacity as Dealer

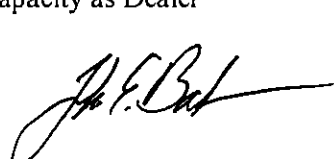
By:
Name:
Title:

NOMURA SINGAPORE LIMITED
in its capacity as Dealer

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Name:
Title:

NOMURA INTERNATIONAL (HONG KONG) LIMITED
in its capacity as Dealer

By:
Name:
Title:

 John E Baker
Director

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in its capacity as Dealer

By:
Name:
Title:

NOMURA SECURITIES CO., LTD.

in its capacity as a Guarantor

By:

Name:

Title:

NOMURA INTERNATIONAL (HONG KONG) LIMITED

in its capacity as a Guarantor

By:

Name:

Title:

NOMURA INTERNATIONAL PLC

in its capacity as Dealer

By:

Name:

Title:



Katherine Roberts
Authorised Signatory

NOMURA SINGAPORE LIMITED

in its capacity as Dealer

By:

Name:

Title:

NOMURA INTERNATIONAL (HONG KONG) LIMITED

in its capacity as Dealer

By:

Name:

Title:

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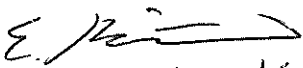
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in its capacity as a Guarantor

By:
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NOMURA INTERNATIONAL PLC
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By:
Name:
Title:

NOMURA SINGAPORE LIMITED
in its capacity as Dealer

By: 
Name: Etsunobu Kitamura
Title: Authorized Signatory

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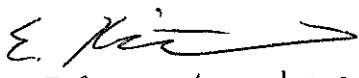
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in its capacity as Dealer

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Title:

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in its capacity as Dealer

By: 
Name:
Title:

NOMURA SINGAPORE LIMITED
in its capacity as Arranger

By: 
Name: Etsunobu Kitamura
Title: Authorised Signatory