MALLESONS

Supplemental MTN Deed Poll

Dated 25 August 2026

National Australia Bank Limited (ABN 12 004 044 937) (the "**Issuer**")

in relation to the Debt Issuance Programme of
National Australia Bank Limited

*The MTNs have not been and will not be registered under the US Securities Act of 1933, as amended (the "**Securities Act**"), or the securities laws of any state in the United States and accordingly, the MTNs may not be offered, sold, delivered or transferred, at any time, within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act), except in a transaction exempt from, or not subject to, the registration requirements of the Securities Act and applicable state securities law.*

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Supplemental MTN Deed Poll
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Supplemental MTN Deed Poll

Details

Parties	**Issuer**	
Issuer	Name	**National Australia Bank Limited**
	ABN	12 004 044 937
	Address	Level 13 395 Bourke Street Melbourne VIC 3008
	Attention	Head of Group Funding
Date of Amending Deed	25 August 2026	

Supplemental MTN Deed Poll

General terms

1 Interpretation

These meanings apply unless the contrary intention appears:

Effective Date means the date of this deed.

Original Document means the MTN Deed Poll with National Australia Bank Limited as Issuer dated 11 November 2003 as amended and restated from time to time and as most recently amended and restated on 4 April 2023.

2 Amendments

As from the Effective Date, the Original Document is amended and restated as set out in the document attached to Schedule 1 of this deed.

3 Confirmation and acknowledgement

3.1 Confirmation

Each party confirms that, other than as provided for in clause 2 (“Amendments”), the Transaction Documents remain in full force and effect and that the amendments apply only in respect of MTNs issued on or after the Effective Date (and that are not a Tranche forming part of a Series in respect of which MTNs were issued before the Effective Date, which MTNs remain subject to the MTN Deed Poll as at the date the first Tranche of that Series was issued).

3.2 Conflict

If there is a conflict between the Transaction Documents and this deed, the terms of this deed prevail.

3.3 Transaction Document

The parties acknowledge that this deed is a Transaction Document.

4 General

Condition 26.2 (“Jurisdiction”), Condition 26.3 (“Serving documents”) and Condition 27 (“Interpretation”) of Schedule 1 of the Original Document apply to this deed as if they were fully set out in this deed.

5 Governing law

This deed is governed by the law in force in Victoria and each party submits to the non-exclusive jurisdiction of the courts of that place.

EXECUTED as a deed poll

Supplemental MTN Deed Poll

Schedule 1 - Amended and Restated MTN Deed Poll

MALLESONS

Amended and Restated MTN Deed Poll

Dated 11 November 2003 and amended and restated as at 25 August 2026.

in relation to the Debt Issuance Programme of
National Australia Bank Limited (ABN 12 004 044 937)

*The MTNs have not been and will not be registered under the US Securities Act of 1933, as amended (the "**Securities Act**"), or the securities laws of any state in the United States and accordingly, the MTNs may not be offered, sold, delivered or transferred, at any time, within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act), except in a transaction exempt from, or not subject to, the registration requirements of the Securities Act and applicable state securities law.*

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Amended and Restated MTN Deed Poll

Contents

Amended and Restated MTN Deed Poll

Details

Interpretation – Definitions are at the end of this deed before Schedule 1.

Parties	The **Issuer** as described below.	
Issuer	Name	**National Australia Bank Limited**
	ABN	12 004 044 937
	Address	Level 13 395 Bourke Street Melbourne VIC 3008
	Attention	Head of Group Funding
	Email	nab.group.funding.team@nab.com.au
In favour of	Each person who is from time to time an MTN Holder (as defined in the MTN Terms and Conditions).	
Recitals	A	The Issuer proposes to issue MTNs (as defined in the MTN Terms and Conditions) from time to time.
	B	The MTNs will be issued in registered form by inscription in the Register (as defined in the MTN Terms and Conditions).
Date	11 November 2003 and amended and restated as at 25 August 2026	

General terms

1 The MTNs

1.1 Creation of MTNs

The obligations of the Issuer under the MTNs are constituted by, and specified in, this deed.

1.2 Undertaking to pay

The Issuer undertakes with each MTN Holder:

(a) to pay, in respect of each MTN held by the MTN Holder, the principal, any interest and any other money payable in respect of each MTN in accordance with the MTN Terms and Conditions; and

(b) otherwise to comply with the MTN Terms and Conditions.

1.3 Appointment of Registrar

The Issuer agrees to appoint the Registrar as registrar under the Registry Services Agreement and to procure that the Registrar establishes and maintains during its term of appointment a principal Register in New South Wales, Australia or any other place as the Issuer and the Registrar may agree.

2 Rights and obligations of MTN Holders

2.1 Benefit and entitlement

This deed is executed as a deed poll. Accordingly, each MTN Holder has the benefit of, and is entitled to enforce, this deed even though it is not a party to, or is not in existence at the time of execution and delivery of, this deed.

2.2 Rights independent

Each MTN Holder may enforce its rights under this deed independently from the Registrar and each other MTN Holder.

2.3 MTN Holders bound

Each MTN Holder and any person claiming through or under an MTN Holder (including a person to whom Ordinary Shares are issued on Conversion of a Subordinated MTN in respect of such Ordinary Shares) is bound by this deed. The MTNs are issued subject to and on the basis that each MTN Holder is taken to have notice of, and be bound by, all the provisions of this deed, the Information Memorandum, the MTN Terms and Conditions and the relevant Pricing Supplement.

2.4 Directions to hold MTN Deed Poll

Each MTN Holder is taken to have irrevocably instructed the Issuer that this deed is to be delivered to and held by the Registrar and appointed and authorised the Registrar to hold this deed in New South Wales or such other place as the Issuer and the Registrar may agree, on its behalf.

3 Governing law, jurisdiction and service of process

3.1 Governing law

This deed is governed by the law in force in Victoria, Australia and each party submits to the non-exclusive jurisdiction of the courts in that place.

3.2 Jurisdiction

Conditions 25.2 (“Jurisdiction”) and 25.3 (“Serving documents”) of the MTN Terms and Conditions apply to this deed as if they were fully set out in this deed.

4 Interpretation

4.1 Definitions

These meanings apply unless the contrary intention appears.

(a) **MTN Terms and Conditions** means, in respect of an MTN, the terms and conditions applicable to such MTN set out in the Information Memorandum as amended, supplemented, modified or replaced by the Pricing Supplement applicable to such MTN and references to a particular numbered **Condition** shall be construed accordingly.

(b) **Information Memorandum** means, in respect of an MTN:

(i) the Information Memorandum dated 25 August 2026 or the then latest information memorandum which replaces that document; or

(ii) the information memorandum or other offering document referred to in the applicable MTN Pricing Supplement,

in each case, prepared by, or on behalf of, and approved in writing by, the Issuer in connection with the issue of MTNs and all documents incorporated by reference in it, including any applicable MTN Pricing Supplement and any other amendments or supplements to it.

(c) Any other capitalised terms have the meaning given to them in the MTN Terms and Conditions.

4.2 Interpretation

Condition 26 (“Interpretation”) of the MTN Terms and Conditions applies to this deed as if it was fully set out in this deed.

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Schedule 1 - Meetings Provisions

The following are the Meetings Provisions which are applicable to the convening of meetings of MTN Holders and the passing of resolutions by them.

Interpretation

1 (a) Expressions and terms having a defined meaning in the MTN Terms and Conditions have the same meaning when used in these provisions and the following words have these meanings in these provisions unless the contrary intention appears:

Circular Resolution means a written resolution of MTN Holders made in accordance with paragraph 26.

Dealer means a person appointed by the Issuer to act as a dealer in relation to MTNs.

Extraordinary Resolution means a resolution:

(i) passed at a Meeting by a majority of at least 75% of the votes cast; or

(ii) made in writing by MTN Holders in accordance with paragraph 26(b).

Form of Proxy means a notice in writing in the form available from the Registrar (which may be electronic if the Issuer deems fit).

Meeting is deemed to include:

(i) if there is only one MTN Holder, the attendance of that person or its Proxy on the day and at the place and time specified in accordance with these provisions;

(ii) the presence of persons physically at a single venue;

(iii) the presence of persons at two or more venues using any technology that gives MTN Holders as a whole a reasonable opportunity to participate, including, without limitation, by conference telephone call, by video conference or any electronic, online or virtual platform; and

(iv) (other than in paragraphs 7, 8, 12 and 14) any adjourned meeting.

MTN Terms and Conditions has the meaning given in the MTN Deed Poll.

Notification Date means the date stated in the copies of a resolution to be made in writing sent for that purpose to MTN Holders, which must be no later than the date on which that resolution is first notified to MTN Holders in the manner provided in the MTN Terms and Conditions.

Ordinary Resolution means a resolution passed:

(i) at a Meeting by a simple majority of the votes cast; or

(ii) in writing by MTN Holders in accordance with paragraph 26(a).

Proxy means a person so appointed under a Form of Proxy.

Special Quorum Resolution means an Extraordinary Resolution for the purpose referred to in paragraph 29(a), (b), (h), (i), (j) or (k), any amendment of this definition or the provisions of the table in paragraph 10 expressed to relate to a "Special Quorum Resolution".

(b) If there is only one MTN Holder of MTNs of a Series that person must be treated as two persons for the purposes of any quorum requirements of a Meeting.

(c) References to a Meeting are to a Meeting of MTN Holders of a single Series of MTNs and references to "MTNs" and to "MTN Holders" are to the MTNs of the Series in respect of which a Meeting has been, or is to be, called and to the MTN Holders of those MTNs, respectively.

(d) References to a "Circular Resolution of MTN Holders" are to a Circular Resolution of MTN Holders of a single Series of MTNs and references to "MTNs" and to "MTN Holders" are to the MTNs of the Series in respect of which a Circular Resolution has been, or is to be, passed and to the MTN Holders of those MTNs respectively.

(e) The time and date for determining the identity of an MTN Holder who may be counted for the purposes of determining a quorum or attend, speak and vote at a Meeting or sign a Circular Resolution is at the close of business in the place where the Register is kept seven days prior to the date of the Meeting or, for a Circular Resolution, the Notification Date.

(f) In determining whether the provisions relating to quorum, meeting and voting procedures are complied with, any MTNs beneficially held in the name of the Issuer or any of its Related Entities must be disregarded.

(g) Any notice required to be given under these provisions to MTN Holders must be given in the manner set out in the MTN Terms and Conditions.

(h) If a notice of Meeting must be given within a certain period of days, the day on which the notice is given, and the day on which the Meeting is to be held, are not to be counted in calculating that period.

(i) References to the Registrar means the Registrars of each of the relevant Series acting jointly.

(j) A reference to the "place" of a Meeting shall be taken to include any applicable electronic, online or virtual platform.

(k) A reference to the "signing" or "execution" or any document includes signing or execution by electronic means.

Proxies

2 An MTN Holder entitled to attend and vote at a Meeting may appoint a Proxy to attend and act on that MTN Holder's behalf in connection with any Meeting or propose a Meeting of MTN Holders by a Form of Proxy signed by the MTN Holder or as otherwise authenticated as permitted by the Corporations Act (as if

the Meeting were a meeting of members of the Issuer). If the Holder is a corporation, the Form of Proxy must be executed in accordance with the Corporations Act (or in such other manner as is permitted by applicable law and acceptable to the Registrar and the Issuer).

3 Forms of Proxy are valid for so long as the MTNs to which they relate are registered in the name of the appointor but not otherwise. While the Form of Proxy is valid the Proxy is, for all purposes in connection with any Meeting of MTN Holders, deemed to be the MTN Holder of the MTNs to which that Form of Proxy relates.

4 A Proxy:

(a) need not be an MTN Holder; and

(b) may be an officer, employee, representative of or otherwise connected with the Issuer or a Related Entity of the Issuer.

5 A Form of Proxy may not be treated as valid unless it is (together with any power of attorney or other authority under which it is signed, or a copy of power or authority certified in such manner as the Registrar may require) received by the Registrar at the office of the Registrar specified in the Form of Proxy not less than 48 hours before the time appointed for holding the Meeting to which the Form of Proxy relates. Where a Form of Proxy is electronic, the Form of Proxy is delivered and may be revoked, and the time of delivery or revocation shall be taken to be effective, as specified in the Form of Proxy.

6 Any vote given in accordance with the terms of a Form of Proxy is valid despite the previous revocation or amendment of the Form of Proxy or of any instructions of the MTN Holder under which it was executed, unless notice in writing of that revocation or amendment is received from the MTN Holder who has executed such Form of Proxy at the principal office of the Issuer not less than 24 hours before the commencement of the Meeting at which the Form of Proxy is used, or as otherwise specified in the Form of Proxy.

Convening Meetings

7 A Meeting:

(a) may be convened at any time by the Issuer or the Registrar at the place and time appointed by the convenor; and

(b) must be convened by the Registrar at a place and time appointed by it if it is requested to do so:

(i) by the Issuer; or

(ii) by MTN Holders of MTNs representing in the aggregate at least 10% of the aggregate Outstanding Principal Amount of the Outstanding MTNs.

Notice of Meeting

8 Unless otherwise agreed in writing by each MTN Holder, at least 21 days' notice specifying the day, time and place of the Meeting must be:

(a) given to the MTN Holders; and

(b) if not given by the Registrar, copied to the Registrar; or

(c) if not given by the Issuer, copied to the Issuer.

The notice must state generally the nature of the business to be transacted at the Meeting but (except for an Extraordinary Resolution) need not specify the terms of the resolutions to be proposed and must include statements to the effect that Proxies may be appointed until 48 hours before the time fixed for the Meeting but not after that time. The accidental omission to give notice to, or the non-receipt of notice by, any MTN Holder does not invalidate the proceedings at any Meeting.

Chairman

9 The convenor of the Meeting must nominate in writing a person (who may, but need not, be an MTN Holder) as the chairman at every Meeting convened by it. If a Meeting is held and:

(a) a chairman has not been nominated by the convenor; or

(b) the person nominated is not present within 15 minutes after the time appointed for the holding of the Meeting, or is unable or unwilling to chair the Meeting,

the MTN Holders or Proxies present must choose one of their number to be chairman. The chairman of an adjourned Meeting need not be the same person as was the chairman of the Meeting from which the adjournment took place.

Quorum

10 At any Meeting any MTN Holder or Proxy present form a quorum for the purposes of passing the resolutions shown in the table below only if they alone or together hold (or in the case of Proxies, represent MTN Holders who hold) MTNs which represent at least the proportion of the Outstanding Principal Amount of the Outstanding MTNs shown in the table below.

Column 1	**Column 2**	**Column 3**
Type of resolution	Required proportion for any Meeting except one referred to in Column 3	Required proportion for Meeting previously adjourned because of lack of quorum
Special Quorum Resolution	75%	35%
Any other Extraordinary Resolution	50%	25%
Any Ordinary Resolution	50%	25%

11 No business (other than the choosing of a chairman) may be transacted at any Meeting unless the requisite quorum is present at the commencement of the relevant business.

Adjournment where no quorum

12 If within 15 minutes from the time appointed for any Meeting a quorum is not present for the transaction of any particular business then, subject and without prejudice to the transaction of any business for which a quorum is present, the Meeting:

(a) if convened on the requisition of MTN Holders, is dissolved; and

(b) in any other case stands adjourned until that date, being not less than 14 days nor more than 42 days and to the time and place as the chairman appoints.

13 If within 15 minutes from the time appointed for any adjourned Meeting a quorum is not present for the transaction of any particular business then, subject and without prejudice to the transaction of any business for which a quorum is present, the chairman may dissolve the Meeting.

14 If the meeting is not dissolved in accordance with paragraph 13, the chairman may with the consent of (and must if directed by) any Meeting adjourn the Meeting to a new day, time or place. Only business which might validly (but for the lack of required quorum) have been transacted at the original Meeting may be transacted at the adjourned Meeting.

Notice of adjourned Meeting

15 Unless otherwise agreed in writing by each MTN Holder, at least 10 days' notice of any Meeting adjourned because of lack of a quorum must be given in the same manner as the notice of the original Meeting. The notice must state the quorum required at the adjourned Meeting but need not contain any further information.

Attendees

16 The Issuer, the Registrar, the Dealers and the MTN Holders (through their respective representatives and Proxies) and their respective financial and legal advisers are entitled to attend and speak at any Meeting. Otherwise, no person may, except for the chairman, attend or speak at any Meeting.

Voting at Meetings

17 Every resolution put to a vote at a Meeting must be decided by a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

(a) the chairman;

(b) the Issuer; or

(c) one or more persons who alone or together hold (or represent MTN Holders who hold) MTNs which represent at least 2% of the Outstanding Principal Amount of the Outstanding MTNs.

18 Unless a poll is properly demanded and the poll is not withdrawn, a declaration by the chairman that a resolution has been carried or carried by a particular majority or lost or not carried by any particular majority is conclusive evidence of the fact. The chairman and the minutes do not need to state, and it is not necessary to prove the number or proportion of the votes recorded in favour of or against the resolution.

Poll

19 If a poll is properly demanded, it must be taken in the manner and at the date and time directed by the chairman. The result of the poll is the resolution of the Meeting at which the poll was taken. The demand for a poll does not prevent the continuance of the Meeting for the transaction of any business other than the question on which the poll has been demanded.

20 A poll demanded on the election of a chairman or on a question of adjournment must be taken immediately.

21 A demand for a poll may be withdrawn.

Chairman's casting vote

22 If there is an equality of votes the chairman has, both on a show of hands and on a poll, a casting vote in addition to any votes to which the chairman is entitled as an MTN Holder or Proxy.

Voting entitlements

23 An MTN Holder (or, in the case of an MTN registered as being owned jointly, the person whose name appears first on the Register as one of the owners of the MTN) may be present and vote in person at any Meeting in respect of the MTN or be represented by Proxy.

24 Subject to paragraphs 17 and 23, at any Meeting:

(a) on a show of hands, each MTN Holder present in person and each other person present as a Proxy has one vote; and

(b) on a poll, each MTN Holder or Proxy present has one vote in respect of each principal amount equal to the denomination of the MTNs of the Series in respect of which the Meeting is being held of MTNs which are registered in that person's name or in respect of which that person is a Proxy.

25 Without affecting the obligations of the Proxies named in any Form of Proxy, any person entitled to more than one vote need not use all votes (or cast all the votes) to which that person is entitled in the same way.

Circular Resolutions

26 The MTN Holders may, without a Meeting being held, pass:

(a) an Ordinary Resolution, if within one month after the Notification Date, MTN Holders representing more than 50% of the aggregate Outstanding Principal Amount of Outstanding MTNs as at the Notification Date sign a document containing a statement that they are in favour of the resolution set out in the document; or

(b) an Extraordinary Resolution, if within one month after the Notification Date stated in the copies of the resolution sent for that purpose to MTN Holders, MTN Holders representing at least 75% of the aggregate Outstanding Principal Amount of Outstanding MTNs as at the Notification Date sign a document containing a statement that they are in favour of the resolution set out in the document.

The resolution is passed when the last MTN Holder signs it (as evidenced on its face).

27 The accidental omission to give a copy of the Circular Resolution to, or the non-receipt of a copy by, any MTN Holder does not invalidate the Circular Resolution.

28 A Circular Resolution may be contained in one or more documents in like form each signed by one or more MTN Holders.

Use of Extraordinary Resolution

29 The MTN Holders have, in addition to the powers set out above but without affecting any powers of any other person, the following powers exercisable only

by Extraordinary Resolution subject to the provisions relating to quorum in paragraph 10:

(a) to sanction any proposal by the Issuer for any modification, abrogation, variation or compromise of, or arrangement in respect of, the rights of the MTN Holders against the Issuer whether those rights arise under the MTNs or otherwise;

(b) to sanction the exchange or substitution for the MTNs of, or the conversion of the MTNs into, other obligations or securities of the Issuer or any other body corporate formed or to be formed;

(c) to assent to any modification of the provisions of the MTN Deed Poll or the MTNs proposed by the Issuer or any MTN Holder;

(d) to waive or authorise any breach or proposed breach by the Issuer of any of its obligations under the MTN Deed Poll or the MTNs;

(e) to authorise any person to concur in and do anything necessary to carry out and give effect to an Extraordinary Resolution;

(f) to give any authority, direction or sanction which is required to be given by Extraordinary Resolution;

(g) to appoint any persons (whether MTN Holders or not) as a committee or committees to represent the interests of the MTN Holders and to confer on the committee or committees any powers or discretions which the MTN Holders could themselves exercise by Extraordinary Resolution;

(h) to approve any amendment of the dates of maturity or redemption of the MTNs or any date on which a payment of principal or interest is due on the MTNs;

(i) to approve any reduction or cancellation of an amount payable or, where applicable, modification of the method of calculating the amount payable or modification of the date of payment in respect of the MTNs (other than where the reduction, cancellation or modification is provided for in the Conditions or where the modification is bound to result in an increase in the amount payable);

(j) to approve the alteration of the currency in which payments in respect of the MTNs are made; and

(k) to approve the alteration of the majority required to pass an Extraordinary Resolution,

provided that no Extraordinary Resolution that may affect the eligibility of the Subordinated MTNs to continue to be treated as Tier 2 Capital shall be of any effect unless the prior written approval of APRA has been obtained. Nothing in this paragraph 29 requires Subordinated MTN Holders to consent to any Conversion or Write-Off of Subordinated MTNs in accordance with the Conditions.

Use of Ordinary Resolution

30 The MTN Holders have the power exercisable by Ordinary Resolution to do anything for which an Extraordinary Resolution is not required, provided that no Ordinary Resolution that may affect the eligibility of the Subordinated MTNs to continue to be treated as Tier 2 Capital shall be of any effect unless the prior written approval of APRA has been obtained.

Effect and notice of resolution

31 A resolution passed at a Meeting duly convened and held (or by Circular Resolution under) in accordance with these provisions is binding on all MTN Holders, whether present or not present and whether or not voting at the Meeting (or signing or not signing the written resolution), and each MTN Holder is bound to give effect to it accordingly. The passing of the resolution is conclusive evidence that the circumstances of the resolution justify its passing.

32 The Issuer must give notice to the MTN Holders of the result of the voting on a resolution within 14 days of the result being known but failure to do so does not invalidate the resolution.

Minutes

33 The Registrar (failing which the Issuer) must keep minute books in which it records:

(a) proceedings and resolutions of Meetings; and

(b) Circular Resolutions.

34 The Registrar must ensure that:

(a) minutes of a Meeting are signed by the chairman of the Meeting or by the chairman of the next Meeting; and

(b) Circular Resolutions are signed by a director or secretary of the Registrar or Issuer (as the case may be).

35 A minute or Circular Resolution that is so recorded and signed is, unless the contrary is proved, evidence:

(a) of the matters contained in it;

(b) that the Meeting has been duly convened and held or copies of the proposed Circular Resolution have been duly sent; and

(c) that all resolutions passed or proceedings transacted have been duly passed and transacted.

Further procedures

36 The Issuer (with the approval of the Registrar) may prescribe further regulations for the holding of, attendance and voting at Meetings as are necessary or desirable and do not adversely affect the interests of the MTN Holders.

MTNs of more than one Series

37 Whenever there are Outstanding MTNs which do not form one single Series, then:

(a) a resolution which affects one Series only of MTNs is deemed to have been duly passed if passed at a Meeting of, or by a Circular Resolution of, the MTN Holders of that Series; and

(b) a resolution which affects more than one Series of MTNs and:

(i) does not give rise to a conflict of interest between the MTN Holders of any of the Series so affected is deemed to have been duly passed if passed at a single Meeting of, or by a Circular

Resolution of, the MTN Holders of all Series so affected under; or

(ii) gives, or may give, rise to a conflict of interest between the MTN Holders of any of the Series so affected, is deemed to have been duly passed if passed at separate Meetings of, or separate Circular Resolutions of, the MTN Holders of each Series so affected.

38 The Issuer may rely on, and the MTN Holders and the Registrar are bound by, a legal opinion from a leading law firm in Australia to the effect that a resolution:

(a) affects one Series only; or

(b) if it affects more than one Series of MTNs, does not give rise to a conflict of interest, for the purposes of determining the Meeting or Meetings which need to be held for the purposes of paragraph 37.

Supplemental MTN Deed Poll

Signing page

Issuer

SIGNED, SEALED AND DELIVERED by Merang Wong as attorney for **NATIONAL AUSTRALIA BANK LIMITED** under power of attorney dated 17 December 2024:	)	.... By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney