This document constitutes the Base Prospectus of Lonza Finance International NV for the purposes of Article 8(1) of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017, as amended (the "**Prospectus Regulation**").

LONZA FINANCE INTERNATIONAL NV

(incorporated in Belgium as a société anonyme/naamloze vennootschap, having its registered office at Avenue des Biolleux, 14, Parc Industriel de Petit-Rechain, Verviers 4800, Belgium and registered with the Belgian Crossroads Bank for Enterprises under number 0736.673.428, RPR/RPM Liège, division Verviers)

€8,000,000,000
Guaranteed Euro Medium Term Note Programme
guaranteed by

Lonza Group AG

(a stock corporation organised under Swiss law)

Under the Guaranteed Euro Medium Term Note Programme described in this Base Prospectus (the "**Programme**"), Lonza Finance International NV (the "**Issuer**"), subject to compliance with all relevant laws, regulations and directives, may from time to time issue Guaranteed Euro Medium Term Notes guaranteed by Lonza Group AG (the "**Guarantee**" and the "**Guarantor**", respectively) (the "**Notes**"). The aggregate nominal amount of Notes outstanding will not at any time exceed €8,000,000,000 (or the equivalent in other currencies).

Application has been made to the Luxembourg Stock Exchange for Notes issued under the Programme for the period of 12 months from the date of this Base Prospectus to be admitted to the official list of the Luxembourg Stock Exchange (the "**Official List**") and to be admitted to trading on the Luxembourg Stock Exchange's Regulated Market (the "**Market**"). References in this Base Prospectus to Notes being "listed" (and all related references) shall mean that such Notes have been admitted to the Official List and have been admitted to trading on the Market. The Market is a regulated market for the purposes of Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments, as amended ("**MiFID II**"). The applicable Final Terms in respect of the issue of any Notes will specify whether or not such Notes will be listed on the Official List and admitted to trading on the Market (or any other stock exchange).

This Base Prospectus has been approved by the Commission de Surveillance du Secteur Financier (the "**CSSF**"), as competent authority under the Prospectus Regulation and the Luxembourg Act relating to prospectuses for securities dated 16 July 2019 (*Loi du 16 juillet 2019 relative aux prospectus pour valeurs mobilières et portant mise en oeuvre du règlement* (UE) 2017/1129, the "**Luxembourg Law**"). The CSSF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the economic and financial soundness of the operation or the quality and solvency of the Issuer and/or the Guarantor or of the quality of the Notes that are the subject of this Base Prospectus pursuant to Article 6(4) of the Luxembourg Law. Investors should make their own assessment as to the suitability of investing in the Notes.

The Notes are not intended to be offered, sold or otherwise made available, and should not be offered, sold or otherwise made available, in Belgium to "consumers" (*consumenten/consommateurs*) within the meaning of the Belgian Code of Economic Law (*Wetboek van economisch recht/Code de droit économique*) dated 28 February 2013, as amended from time to time (the "**Belgian Code of Economic Law**").

Each Series (as defined in "*General Description of the Programme – Method of Issue*") of Notes will be issued in dematerialised form in accordance with the Belgian companies and associations code (*Code des sociétés et des associations / Wetboek van vennootschappen en verenigingen*) dated 23 March 2019, as amended from time to time and cannot be physically delivered. The Notes will be represented exclusively by a book-entry in the records of the settlement system operated by the National Bank of Belgium (the "**NBB**") or any successor thereto (the "**NBB-SSS**"). Access to the NBB-SSS is available through those of its NBB-SSS participants whose membership extends to securities such as the Notes and through other national or international NBB investors central securities depositories ("**NBB investor (I)CSDs**"). NBB-SSS participants include certain banks, stockbrokers (*beursvennootschappen/sociétés de bourse*), Euroclear Bank SA/NV ("**Euroclear Bank**"), Clearstream Banking Frankfurt ("**Clearstream Banking Frankfurt**"), Clearstream Banking S.A., Luxembourg ("**Clearstream Banking Luxembourg**"), SIX SIS AG ("**SIX SIS**"), Monte Titoli S.p.A. ("**Euronext Securities Milan**"), Interbolsa – Sociedade Gestora de Sistemas de Liquidação e de Sistemas Centralizados de Valores Mobiliários S.A. ("**Euronext Securities Porto**"), Euroclear France SA ("**Euroclear France**"), LuxCSD S.A. ("**LuxCSD**"), Iberclear-ARCO ("**Iberclear**") and OeKB CSD GmbH ("**OeKB**"). Accordingly, the Notes will be eligible for clearance through, and will therefore be accepted by, Euroclear Bank, Clearstream Banking Frankfurt, Clearstream Banking Luxembourg, SIX SIS, Euronext Securities Milan, Euronext Securities Porto, Euroclear France, LuxCSD, Iberclear and OeKB. Investors who are not NBB-SSS participants can hold their Notes within securities accounts in Euroclear Bank, Clearstream Banking Frankfurt, Clearstream Banking Luxembourg, SIX SIS, Euronext Securities Milan, Euronext Securities Porto, Euroclear France, LuxCSD, Iberclear, OeKB and any other NBB investor (I)CSDs, or the other direct or indirect participants of the NBB-SSS.

The Notes may only be held by, and may only be transferred to, eligible investors referred to in Article 4 of the Belgian Royal Decree of 26 May 1994 on the deduction of withholding tax ("**Eligible Investors**") holding their Notes in an exempt account that has been opened with a financial institution that is a direct or indirect participant in the NBB-SSS.

The Notes and the Guarantee have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), or any United States ("**U.S.**") state securities laws and, unless so registered, may not be offered or sold within the U.S. or to, or for the account or benefit of, U.S. persons as defined in Regulation S under the Securities Act ("**Regulation S**") except pursuant to an exemption from or in a transaction not subject to the registration requirements of the Securities Act and applicable U.S. state securities laws.

Tranches of Notes (as defined in *"General Description of the Programme – Method of Issue"*) to be issued under the Programme will be rated or unrated. Where a Tranche of Notes is to be rated, such rating will not necessarily be the same as the rating assigned to the Notes already issued. Where a Tranche of Notes is rated, the applicable rating(s) will be specified in the applicable Final Terms. Whether or not a rating in relation to any Tranche of Notes will be treated as having been issued by a credit rating agency established in the European Union ("**EU**") and registered under Regulation (EC) No. 1060/2009 (as amended, the "**CRA Regulation**") will be disclosed in the applicable Final Terms.

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.

This Base Prospectus will be valid as a base prospectus under the Prospectus Regulation for 12 months until 13 April 2027 in relation to Notes which are to be admitted to the Market. The obligation to supplement this Base Prospectus in the event of significant new factors, material mistakes or material inaccuracies will not apply following the expiry of that period. A copy of this Base Prospectus will also be published on the website of the Issuer at *https://www.lonza.com*.

Prospective investors should have regard to the factors described under the section headed "*Risk Factors*" in this Base Prospectus.

Arranger

J.P. Morgan

Dealers

BNP PARIBAS	**BofA Securities**	**Citigroup**
Goldman Sachs International	**HSBC**	**ING**
J.P. Morgan	**Mizuho**	**UBS Investment Bank**

The date of this Base Prospectus is 13 April 2026.

IMPORTANT NOTICES

This Base Prospectus comprises a base prospectus for the purposes of the Prospectus Regulation.

The Issuer and the Guarantor (the "**Responsible Person(s)**") accept responsibility for the information contained in this Base Prospectus and the Final Terms. To the best of the knowledge of the Issuer and the Guarantor, the information contained in this Base Prospectus and the Final Terms is in accordance with the facts and this Base Prospectus as completed by the Final Terms makes no omission likely to affect the import of such information.

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

No person has been authorised to give any information or to make any representation not contained in this Base Prospectus in connection with the issue or sale of the Notes and, any information or representation not so contained must not be relied upon as having been authorised by the Issuer, the Guarantor, the Arranger, any of the Dealers, the Trustee or the Issuing and Paying Agent (each as defined in "*General Description of the Programme*"). Neither the delivery of this Base Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or the Guarantor since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer or the Guarantor since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that the information contained in it or any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

To the fullest extent permitted by law, none of the Arranger or the Dealers accepts any responsibility for the contents of this Base Prospectus or for any other statement, made or purported to be made by the Arranger or a Dealer or on its behalf in connection with the Issuer, the Guarantor, or the issue and offering of the Notes. The Arranger and each Dealer accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Base Prospectus or any such statement.

The Final Terms relating to any specific Tranche of Notes may provide that those Notes are "Green Bonds" and that it will be the Issuer's intention to apply an amount equal to the net proceeds from an offer of those Notes specifically to Eligible Green Projects (as defined in the "*Use of Proceeds*" section). In such circumstances, prospective investors should have regard to the information set out, or referred to, under "*Use of Proceeds*" and/or the applicable Final Terms regarding such use of proceeds and must determine for themselves the relevance of such information for the purpose of any investment in such Notes together with any other investigation such investor deems necessary.

Neither the Arranger nor any of the Dealers accepts any responsibility for any environmental and sustainability assessment of any Notes issued as Green Bonds or makes any representation, warranty or assurance whether, in whole or in part, such Notes will meet any investor expectations or requirements regarding such "green" or similar labels. Neither the Arranger nor any of the Dealers is responsible for the use of proceeds for any Notes issued as Green Bonds, nor the impact or monitoring of such use of proceeds. No representation or assurance is given by the Arranger or the Dealers as to the suitability or reliability of any opinion or certification of any third-party made available in connection with an issue of Notes issued as Green Bonds, nor is any such opinion or certification a recommendation by the Arranger or any Dealer to buy, sell or hold any such Notes. In the event any such Notes are, or are intended to be, listed, or admitted to trading on a dedicated "green", "environmental", "sustainable" or other equivalently-labelled segment of any stock exchange or securities market, no representation or assurance is given by the Arranger or the Dealers that such listing or admission will be obtained or maintained for the lifetime of the Notes.

Neither this Base Prospectus nor any other financial statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer, the Guarantor, the Arranger or the Dealers that any recipient of this Base Prospectus or any other financial statements should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Base Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. None of the Arranger or the Dealers undertakes to review the financial condition or affairs of the Issuer or the Guarantor during the life of the arrangements contemplated by this Base Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Arranger or the Dealers.

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of the investment in light of its own circumstances. In particular, each potential investor should:

(a) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained in this Base Prospectus or any applicable supplement;

(b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact such investment will have on its overall investment portfolio;

(c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal or interest payments is different from the potential investor's currency;

(d) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and

(e) 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.

OFFER RESTRICTIONS

This Base Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer, the Guarantor, the Arranger or the Dealers to subscribe for, or purchase, any Notes. The distribution of this Base Prospectus and the offering of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus comes are required by the Issuer, the Guarantor, the Arranger and the Dealers to inform themselves about and to observe any such restrictions.

For a description of further restrictions on offers and sales of Notes and distribution of this Base Prospectus, see "*Subscription and Sale*" below.

The Notes and the Guarantee have not been and will not be registered under the Securities Act. Subject to certain exceptions, the Notes may not be offered, sold or delivered within the U.S. or to, or for the account or benefit of, U.S. persons.

MiFID II PRODUCT GOVERNANCE/PROFESSIONAL INVESTORS AND ECPs ONLY TARGET MARKET – The Final Terms in respect of any Notes may include a legend entitled "MiFID II product governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

UK MIFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPs ONLY TARGET MARKET – The Final Terms in respect of any Notes may include a legend entitled "UK MiFIR Product Governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any distributor should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MIFIR Product Governance Rules.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes 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 ("**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 (as amended or superseded, the "**Insurance Distribution Directive**"), 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 "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes 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 United Kingdom ("**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 by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"). Consequently, no disclosure document required by the FCA Product Disclosure Sourcebook ("**DISC**") for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.

PROHIBITION OF SALES TO CONSUMERS IN BELGIUM – The Notes are not intended to be offered, sold or otherwise made available to, and should not be offered, sold or otherwise made available to, any consumer (*consument/consommateur*) within the meaning of the Belgian Code of Economic Law (*Wetboek van economisch recht/Code de droit économique*), as amended, in Belgium.

ELIGIBLE INVESTORS ONLY – The Notes may be held only by, and transferred only to, eligible investors referred to in Article 4 of the Belgian Royal Decree of 26 May 1994 on the deduction of withholding tax ("**Eligible Investors**") holding their securities in an exempt securities account that has been opened with a financial institution that is a direct or indirect participant in the NBB-SSS.

NOTICE TO INVESTORS IN SWITZERLAND – The Notes may not be publicly offered, sold or advertised, directly or indirectly, into or from Switzerland within the meaning of the Swiss Federal Act on Financial Services

of 15 June 2018, as amended (the "**FinSA**") and will not be admitted to trading on the SIX Swiss Exchange or any other trading venue (exchange or multilateral trading facility) in Switzerland. Neither this Base Prospectus nor any other offering or marketing material relating to the Notes constitutes a prospectus as such term is understood pursuant to the relevant provisions of the FinSA and may not comply with the information standards required thereunder, and neither this Base Prospectus nor any other marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this Base Prospectus nor any other offering and marketing material relating to the offering, the Issuer, the Guarantor or the Notes have been or will be filed with or approved by a Swiss review body pursuant to article 52 of the FinSA or any Swiss regulatory authority. The Notes are not subject to the approval of, or supervision by, any Swiss regulatory authority, e.g. the Swiss Financial Market Supervisory Authority FINMA ("**FINMA**"), and investors in the Notes will not benefit from protection or supervision by such authority.

NOTICE TO INVESTORS IN CANADA – The Notes may be sold only to purchasers in Ontario, Alberta and British Columbia purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws. Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Base Prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal adviser.

SINGAPORE SFA PRODUCT CLASSIFICATION: In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (the "**SFA**") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), unless otherwise specified before an offer of Notes, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are 'prescribed capital markets products' (as defined in the CMP Regulations 2018) and Excluded 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).

STABILISATION

In connection with the issue of any Tranche (as defined in "*General Description of the Programme – Method of Issue*"), the Dealer(s) (if any) named as the stabilisation manager(s) (the "**Stabilisation Manager(s)**") (or any person acting on behalf of any Stabilisation Manager(s)) in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilisation Manager(s) (or any person acting on behalf of any Stabilisation Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche and 60 days after the date of the allotment of the relevant Tranche. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Manager(s) (or any person acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

FORWARD-LOOKING STATEMENTS

This Base Prospectus includes statements that are, or may be deemed to be, "forward-looking statements". These forward-looking statements may be identified by the use of forward-looking terminology, including the terms

"believes", "estimates", "plans", "projects", "anticipates", "expects", "intends", "may", "will" or "should" or, in each case, their negative or other variations or comparable terminology, or by discussions of strategy, plans, objectives, goals, future events or intentions. These forward-looking statements include all matters that are not historical facts. They appear in a number of places throughout this Base Prospectus and include, but are not limited to, statements regarding the intentions of the Issuer and/or the Guarantor, beliefs or current expectations concerning, among other things, the business, results of operations, financial position and/or prospects of the Issuer and/or the Guarantor.

By their nature, forward-looking statements involve risk and uncertainty because they relate to future events and circumstances. Forward-looking statements are not guarantees of future performance and the financial position and results of operations of the Group, and the development of the markets and the industries in which members of the Group operate, may differ materially from those described in, or suggested by, the forward-looking statements contained in this Base Prospectus. In addition, even if the Group's results of operations and financial position, and the development of the markets and the industries in which the Group operates, are consistent with the forward-looking statements contained in this Base Prospectus, those results or developments may not be indicative of results or developments in subsequent periods. A number of risks, uncertainties and other factors could cause results and developments to differ materially from those expressed or implied by the forward-looking statements. See "*Risk Factors*" below.

GENERAL

Amounts payable under the Floating Rate Notes may be calculated by reference to the Euro Interbank Offered Rate ("**EURIBOR**"), Euro Short-term Rate ("**€STR**"), the Secured Overnight Financing Rate ("**SOFR**") or the Sterling Overnight Index Average ("**SONIA**"), as specified in the applicable Final Terms. As at the date of this Base Prospectus (i) European Money Markets Institute (as administrator of EURIBOR) appears in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") under Article 36 of Regulation (EU) No. 2016/1011 (as amended, the "**EU Benchmark Regulation**") and (ii) the European Central Bank (as administrator of €STR), the Federal Reserve Bank of New York (as administrator of SOFR) and the Bank of England (as administrator of SONIA) do not appear on the register of administrators and benchmarks established and maintained by ESMA under Article 36 of the EU Benchmark Regulation. As far as the Issuer and the Guarantor are aware, the European Central Bank (as administrator of €STR), the Federal Reserve Bank of New York (as administrator of SOFR) and the Bank of England (as administrator of SONIA) are not required to be registered by virtue of Article 2 of the EU Benchmark Regulation.

Unless otherwise specified or the context requires references to "**euro**", "**EUR**" and "**€**" are to the currency introduced at the start of the third stage of the European economic and monetary union pursuant to the Treaty on the functioning of the EU, and references to "**Swiss francs**" and "**CHF**" are to the lawful currency of Switzerland.

Unless otherwise specified or the context requires, references herein to "**Lonza**", the "**Group**" and the "**Lonza Group**" are to the Guarantor and its subsidiaries.

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GENERAL DESCRIPTION OF THE PROGRAMME

This constitutes a general description of the Programme for the purposes of Article 25(1) of Commission Delegated Regulation (EU) No 2019/980.

*The following general description does not purport to be complete and is taken from, and is qualified in its entirety by, the more detailed information contained elsewhere in this Base Prospectus. Capitalised terms used herein and not otherwise defined have the respective meanings given to them in the "Terms and Conditions of the Notes" (the "**Conditions**").*

Issuer:	Lonza Finance International NV
Legal Entity Identifier of the Issuer:	549300AS6XQBD4ETT379
Guarantor:	Lonza Group AG
Legal Entity Identifier of the Guarantor:	549300EFW4H2TCZ71055
Website of the Issuer / Guarantor:	*https://www.lonza.com*[1]
Description:	Guaranteed Euro Medium Term Note Programme
Size:	Up to €8,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time.
Arranger:	J.P. Morgan SE
Dealers:	BNP PARIBAS BofA Securities Europe SA Citigroup Global Markets Limited Goldman Sachs International HSBC Continental Europe ING Bank N.V. J.P. Morgan SE Mizuho Bank Europe N.V. UBS AG London Branch The Issuer may from time to time terminate the appointment of any dealer under the Programme or appoint additional dealers either in respect of one or more Tranches or in respect of the Programme. References in this Base Prospectus to "**Permanent Dealers**" are to the persons listed above as Dealers and to such additional persons that are appointed as dealers in respect of the Programme (and whose appointment has not been terminated) and references to "**Dealers**" are to all Permanent Dealers and all persons appointed as a dealer in respect of one or more Tranches.
Trustee:	The Law Debenture Trust Corporation p.l.c.
Issuing and Paying Agent:	Citibank Europe plc

[1] The information on https://www.lonza.com does not form part of this Base Prospectus, except where that information has been incorporated by reference into this Base Prospectus

Method of Issue:	The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a "**Series**") having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a "**Tranche**") on the same or different issue dates. The specific terms of each Tranche (which will be completed, where necessary, with the relevant terms and conditions and, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be completed in the final terms (the "**Final Terms**").
Issue Price:	Notes may be issued at their nominal amount or at a discount or premium to their nominal amount. The issue price will be indicated in the applicable Final Terms.
Form of Notes:	The Notes will be issued in dematerialised form in accordance with the Belgian companies and associations code (*Code des sociétés et des associations / Wetboek van vennootschappen en verenigingen*) dated 23 March 2019, as amended from time to time (the "**Code**") via the book-entry system maintained in the records of the securities settlement system operated by the NBB or any successor thereto.
Currencies:	Subject to compliance with all applicable legal and/or regulatory requirements (including the rules of the NBB-SSS), Notes may be issued in any currency agreed between the Issuer, the Guarantor and the relevant Dealers.
Maturities:	Any maturity, subject to compliance with all applicable legal and/or regulatory requirements.
Specified Denomination:	The Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer, save that: (i) the minimum denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency; (ii) the minimum denomination of each Note will be €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency); and (iii) unless otherwise permitted by then current laws and regulations, Notes which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Issuer in the UK or whose issue otherwise constitutes a contravention of section 19 of the Financial Services and Markets Act 2000 (the "**FSMA**") will have a minimum denomination of £100,000 (or its equivalent in other currencies).
Status of Notes:	The Notes will constitute (subject to Condition 3) unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves and (subject to

	Condition 3) at least equally with all other present and future unsecured and unsubordinated obligations of the Issuer, as further described in Condition 2.
Status of the Guarantee:	The payment obligations of the Guarantor under the Guarantee will constitute (subject to Condition 3) unconditional and irrevocable obligations of the Guarantor and shall at all times rank (subject to Condition 3) at least equally with all other present and future unsecured and unsubordinated obligations of the Guarantor, as further described in Condition 2.
Fixed Rate Notes:	Fixed interest will be payable in arrear on the date or dates in each year specified in the applicable Final Terms.
Floating Rate Notes:	Floating Rate Notes will bear interest determined separately for each Series as follows: (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating either the 2006 ISDA Definitions or the 2021 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc.; or (ii) by reference to EURIBOR, €STR, SOFR or SONIA (as specified in the applicable Final Terms) as adjusted for any applicable margin and subject to the benchmark discontinuation provisions set out in Condition 4(j) or Condition 4(k), as the case may be. Interest periods will be specified in the applicable Final Terms.
Zero Coupon Notes:	Zero Coupon Notes (as defined in "*Terms and Conditions of the Notes*") may be issued at their nominal amount or at a discount to it and will not bear interest.
Interest Periods and Interest Rates:	The length of the interest periods for the Notes and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum interest rate, a minimum interest rate, or both. The use of interest accrual periods permits the Notes to bear interest at different rates in the same interest period. All such information will be set out in the applicable Final Terms.
Redemption:	The applicable Final Terms will specify the basis for calculating the redemption amounts payable. Unless permitted by then current laws and regulations, Notes (including Notes denominated in sterling) which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Issuer in the UK or whose issue otherwise constitutes a contravention of section 19 of the FSMA must have a minimum redemption amount of £100,000 (or its equivalent in other currencies).
Early Redemption:	The applicable Final Terms will state whether the Notes may be redeemed prior to their stated maturity at the option of the Issuer

	(either in whole or in part) and/or the holders, and if so the terms applicable to such redemption. In addition, if specified in the applicable Final Terms and if a Change of Control Put Event occurs, a holder of a Note will have the option to require the Issuer to redeem such Note at the Change of Control Redemption Amount specified in the applicable Final Terms. Further, if Special Redemption Event Call is specified as being applicable in the applicable Final Terms, if a Special Redemption Event occurs, the Issuer (if the Basis of the Call is specified in the applicable Final Terms as being Mandatory) is required to or (if the Basis of the Call is specified in the applicable Final Terms as being Optional) may redeem such Note at the Special Redemption Amount specified in the applicable Final Terms. Except as provided above, Notes will be redeemable at the option of the Issuer prior to maturity only for taxation reasons. See Condition 5(c).
Events of Default:	The Notes will be subject to certain events of default including (among others) non-payment of principal or interest for a period of 14 days, failure to perform or comply with any of the other obligations in respect of the Notes or the Trust Deed, cross-acceleration and certain events relating to bankruptcy and insolvency of the Issuer, the Guarantor or any Material Subsidiary, as further described in Condition 8.
Negative Pledge:	The Conditions include a negative pledge, as further described in Condition 3.
Withholding Tax:	All payments of principal and interest by or on behalf of the Issuer or the Guarantor in respect of the Notes or under the Guarantee shall be made without withholding or deduction for, or on account of, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Kingdom of Belgium or Switzerland or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer or, as the case may be, the Guarantor shall pay such additional amounts as will result in receipt by the Noteholders of such amounts as would have been received by them had no such withholding or deduction been required, subject to certain exceptions, as further described in Condition 7.
Governing Law:	The Trust Deed (except clause 4), the Agency Agreement (except the Schedule) and the Notes (except Condition 1 and Condition 10(a)) and any non-contractual obligations arising out of or in connection with them, are governed by, and shall be construed in accordance with, English law. Clause 4 of the Trust Deed, the Schedule to the Agency Agreement and Condition 1 and Condition 10(a) of the Notes (and any non-contractual obligations arising therefrom or in connection therewith) shall be governed by, and construed in accordance with, Belgian law.

Clearing and Settlement:	The Notes will be issued in dematerialised form and will be represented exclusively by a book entry in the records of the NBB-SSS. Access to the NBB-SSS is available through those of the participants in the NBB-SSS whose membership extends to securities such as the Notes and through other NBB investor (I)CSDs. Participants in the NBB-SSS include certain banks, stockbrokers (*beursvennootschappen/sociétés de bourse*), Euroclear Bank, Clearstream Banking Frankfurt, Clearstream Banking Luxembourg, SIX SIS, Euronext Securities Milan, Euronext Securities Porto, Euroclear France, LuxCSD, Iberclear and OeKB. Accordingly, the Notes will be eligible to clear through, and therefore be accepted by, Euroclear Bank, Clearstream Banking Frankfurt, Clearstream Banking Luxembourg, SIX SIS, Euronext Securities Milan, Euronext Securities Porto, Euroclear France, LuxCSD, Iberclear and OeKB and investors can hold their interests in the Notes within securities accounts in Euroclear Bank, Clearstream Banking Frankfurt, Clearstream Banking Luxembourg, SIX SIS, Euronext Securities Milan, Euronext Securities Porto, Euroclear France, LuxCSD, Iberclear, OeKB and any other NBB investor (I)CSD, or the other direct or indirect participants in the NBB-SSS.
Listing and Admission to Trading:	Application has been made to list Notes to be issued under the Programme on the Official List and to admit them to trading on the Market or as otherwise specified in the applicable Final Terms and references to listing shall be construed accordingly. As specified in the applicable Final Terms, a Series of Notes may be unlisted.
Ratings:	Tranches of Notes to be issued will be rated or unrated. Where a Tranche of Notes is rated, the applicable rating(s) will be specified in the applicable Final Terms and such rating will not necessarily be the same as the rating assigned to the Notes already issued. A 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.
Selling Restrictions:	The U.S., the EEA, the UK, the Kingdom of Belgium, the Republic of Italy, Switzerland, Singapore, Hong Kong and Canada. See "*Subscription and Sale*". Category 2 selling restrictions will apply to the Notes for the purposes of Regulation S under the Securities Act.
Risk Factors:	For a discussion of certain risk factors relating to the Issuer, the Guarantor and the Notes that prospective investors should carefully consider prior to making an investment in the Notes, see "*Risk Factors*".

RISK FACTORS

In purchasing the Notes, investors assume the risk that the Issuer and/or the Guarantor may become insolvent or otherwise be unable to make all payments due in respect of the Notes and the Guarantee (as applicable). There is a wide range of factors which individually or together could result in the Issuer and/or the Guarantor becoming unable to make all payments due in respect of the Notes and the Guarantee (as applicable).

The following is a description of risk factors which are specific to the Issuer, the Guarantor, the Notes and/or the Guarantee and which are deemed to be material to investors for taking an informed decision in respect of Notes issued under the Programme and the financial situation of the Issuer and the Guarantor, and which may affect the Issuer's or the Guarantor's ability to fulfil its respective obligations under the Notes and/or the Guarantee.

The Issuer and the Guarantor believe that the factors described below represent material risks inherent in investing in the Notes, but the inability of the Issuer or the Guarantor to fulfil its obligations under the Notes or the Guarantee, respectively, may occur for other reasons that may not be considered material risks by the Issuer and the Guarantor based on information currently available to them or that they may not currently anticipate. Therefore, the below information is not intended to be an exhaustive list of all potential risks associated with an investment in the Notes. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus (including any documents incorporated by reference herein) and reach their own views prior to making any investment decision and consult with their own professional advisers (if they consider it necessary).

Capitalised terms used herein and not otherwise defined shall bear the meaning ascribed to them in the "Terms and Conditions of the Notes" below or elsewhere in this Base Prospectus.

1. FACTORS THAT MAY AFFECT THE ISSUER'S AND GUARANTOR'S RESPECTIVE ABILITIES TO SATISFY THEIR OBLIGATIONS UNDER THE NOTES AND THE GUARANTEE, AS APPLICABLE

The Group is subject to many risks and uncertainties that may materially adversely affect its financial performance. The business, results of operation or financial condition of the Group could be materially adversely affected by the following risks:

The Group has engaged in acquisitions and divestitures of businesses, assets, companies and equity interests in companies in the past, and the Group may engage in acquisition activities or divestitures in the future, and there can be no assurance that such acquisitions or divestitures will yield the desired results.

In the past, the Group has engaged in acquisitions and divestitures of businesses, assets, companies and equity interests in companies, such as the acquisition of the Genentech manufacturing facility in Vacaville, CA (U.S.) which successfully completed in 2024. The Group continually evaluates possible acquisitions and divestitures and therefore considers it probable that further acquisition activities or divestitures will occur in the future. In March 2026, the Group announced that it signed an agreement to divest the Capsules & Health Ingredients ("**CHI**") business (the "**CHI Exit**"), with the transaction expected to close in the second half of 2026. For further detail on the CHI Exit, see the section titled "*Recent Developments*".

Divestitures take up management attention and resources. In addition, proposed divestitures that fail to complete may result in a negative impact on customer relationships and the continued presence in the Group of loss-making or under-performing businesses. Completed divestitures, such as the disposal of Lonza Specialty Ingredients in 2021, may expose the Group to potential liabilities such as in connection with completion adjustments, warranty claims and potential litigation.

In December 2024, the Group announced its intentions for the CHI Exit in order to, among other things, focus on its core contract development and manufacturing ("**CDMO**") business. The Group anticipates that the CHI Exit will be a complex process. The scoping, internal preparation, and planning and separation activities relating to the CHI Exit are underway and the Group anticipates that finalising the carve-out of CHI and completing the CHI Exit will be a complex process and require a significant number of changes to the Group's operation and processes.

The Group may not be able to achieve the full strategic and financial benefits that it anticipates from the CHI Exit, or such benefits may be delayed or not occur at all. Furthermore, the Group may experience negative reactions from investors and the markets generally if it does not complete the CHI Exit in a reasonable time period, or at all. In addition, the cost and resources required to effectuate the CHI Exit may consume the attention of the Group's management.

Acquisitions also take up management attention and resources, and may expose the Group to potential risks and liabilities, both in relation to undertaking, and in the course of, the acquisition process (for example, as the Group may be required to obtain financing or competition approval, and the Group will have limited control over the target prior to the transaction completing) but also by potentially bringing into the Group historical risks and liabilities of the target (including but not limited to regulatory compliance and environmental liabilities, which are notable in the industry in which the Group operates). The Group may also be more likely to be exposed to risks and liabilities in the context of acquisitions because it seeks to expand its operations into new jurisdictions, where the Group may be less familiar with relevant conditions, or because it may provide reverse transition services or other temporary arrangements to facilitate the acquisition which are outside of its core business. Any failure to successfully complete acquisitions or integrate acquisitions into the Group may result in the loss of key customers. Alternatively, the acquisition may fail to realise anticipated financial or other benefits if the market demand for the assets or businesses acquired do not materialise.

Given that it is probable that the Group will undertake further acquisitions and divestitures in the future, it is likely that the Group will be exposed to the risks noted above. To the extent these risks materialise, or liabilities arise, this could have a material adverse effect on the Group's business, results of operations, financial condition and prospects.

The Group's markets, in particular those with higher profit margins, may become more intensely competitive, and may be characterised by significant pricing and margin pressure.

The Group faces, and the Group will face, significant competition in each of its four business platforms, which consist of Integrated Biologics, Advanced Synthesis, Specialized Modalities and, until the Group completes its previously announced CHI Exit, Capsules & Health Ingredients. Competition in these markets is driven by proprietary technologies and know-how, as well as quality and performance, consistency, price, ability to scale manufacturing, customer support, regulatory approvals and new product development.

The Group's markets, in particular those with higher profit margins, may become more intensely competitive, which could lead to significant pricing and margin pressure. The major factors that could influence the relative competitive situation are competitors' abilities to innovate and improve production processes and technologies and deploy research and development expenditures effectively, the results of their efforts to do so and the effects of a range of regional factors on production costs, including lower wages in developing countries, less stringent environmental and labour regulations, and favourable exchange rates.

The Group's existing competitors could intensify efforts to increase their respective market shares by reducing their margin expectations and/or by increasing their capacity, which may result in higher supply and lower price levels, and may enable competitors to offer products, services and technologies at lower prices, leading in turn to downward pressure on the Group's sales and/or margins. Some of the Group's competitors may be able to manufacture products more economically or may have greater financial resources than the Group, which may enable them to invest significantly more capital into their businesses, including expenditures in advanced automation or research and development. If these investments prove successful, they could result in a competitive disadvantage for the Group. Some competitors may manufacture products for customers with significant demand or very high margins for those products. If the Group cannot secure contracts for similar products, then its revenue may be impacted relative to its competitors.

Furthermore, new competitors may enter the markets in which the Group operates. Generally, both new and existing competitors may offer their products, services and technologies at lower prices to defend or gain market

share, which could put pressure on the Group's margins. Changes in exchange rates could also facilitate market entry for competitors with functional currencies other than the Swiss franc or could adversely affect the Group's cost position relative to its competitors. In addition, competitors could benefit from favourable tax regimes or additional governmental grants and subsidies, including for research and development activities, the purchase of equipment or production activities. Further, substitute products, services and technologies may become more attractive, for example due to a price decrease or better availability of the substitute product, service or technology, and lead to reduced demand for the Group's products, services and technologies.

Following the contemplated CHI Exit, the Group will be less diversified and more dependent on its Integrated Biologics, Advanced Synthesis and Specialized Modalities business platforms. Increased competition in any of the underlying markets related to these business platforms would have an adverse impact on the Group's business, results of operations, financial condition and prospects.

The Group's business may also be affected by increasing competition at the level of its customers. For instance, competition faced by the Group's customers may lead to declining prices for their products, which may in turn lead them to pressure the Group to reduce its prices or may cause customers to discontinue certain products for which the Group provides inputs. This could result in excess capacity at the Group's production facilities and could adversely affect its sales and margins. Any of the foregoing could have material adverse effects on the Group's business, results of operations, financial condition and prospects.

The Group plans to continue to make investments in additional production capacity in order to implement its growth strategy and there can be no assurance that it will achieve the return it expects in connection with these investments in its expected timeframe.

Production facilities in the industry in which the Group operates require significant capital expenditure and continuous investment in modernisation and expansion measures. The Group expects to make additional investments in order to execute its strategies but there is no guarantee that it will be successful in the execution of such strategies in the Group's expected timeframe. The Group may require additional financial resources to fund its planned investments in the medium to long term, which may be difficult to obtain, or may result in higher interest or repayment costs. Even if adequate financial resources are available, materials to construct any facilities may not be available or may be prohibitively expensive due to supply chain considerations and personnel may not be available to construct or to operate the facilities. Furthermore, it takes time for newly constructed facilities or the expansion of existing facilities to become fully operational as the facilities need to be qualified, manufacturing licenses granted, supply chains need to be established, logistics need to be built up, potential customers need to audit production quality and customer relationships need to be established or transitioned. Any new facilities or expansions of existing facilities may add significant fixed costs to the Group's cost base and may reduce the Group's margins and profitability over the longer term to the extent such facilities are unable to reach and maintain a sufficiently high rate of utilisation by expected timelines.

Due to the uncertain nature of such investments, there can be no assurance that the Group will achieve the return it expects in connection with these investments. Moreover, if the Group misjudges market developments or the life cycles of its products, services and technologies or the products of its customers, or if it underestimates the rate at which its competitors or target customers are expanding their production capacity, this may create excess production capacity that cannot be utilised as planned. Any such excess capacity may have negative consequences on its pricing or volumes. In addition, investments in production capacity may be unsuccessful if the Group's products, services and technologies turn out to be uncompetitive or otherwise fail to generate the anticipated results. Any unnecessary increase in production capacity and any inefficiencies resulting from the expansion of its production capacity could materially decrease the Group's margins and require substantial impairments. Any of the foregoing could have material adverse effects on the Group's business, results of operations, financial condition and prospects.

The major sources of the Group's revenues are concentrated among a number of products groups and customers. If the market for these products groups changes, if customers benefit from increased negotiating power, or if customers change their manufacturing strategies, the Group's revenues may decline.

Certain markets in which the Group offers its products, services and technologies are characterised by a small number of major customers, and that segment depends on contracts with a relatively small number of customers for a large percentage of its revenues. Customers may also change their manufacturing strategies (such as moving manufacturing in-house rather than using the Group's outsourced solutions). The loss of a major customer, the merger or consolidation of any large customers or bankruptcy or significantly reduced purchasing activity by a major customer may result in a material adverse effect on the Group's business, results of operations, financial condition and prospects.

Moreover, the markets in which the Group currently operates may evolve, for example as a result of consolidation among customers, which could result in increasing customer concentration. Any customer concentration which results in customers using their increased purchasing power to exert pressure on the Group's prices may adversely affect profitability, which could have a material adverse effect on the Group's business, results of operations, financial condition and prospects.

Adverse developments and uncertainty in worldwide economic conditions.

Worldwide economic conditions impact the industries in which the Group's direct and indirect customers are active. A weak economic climate in the relevant customer industries may result in lower sales volumes and price decreases for the products, services and technologies supplied by the Group, which in turn may adversely affect its or their results of operations. In addition, certain of the Group's customers sell their products in a competitive and uncertain environment, which may lead to varying and uncertain demand for the Group's products, services or technologies from these customers, sometimes amplified by de- and re-stocking effects. Therefore, the Group's business and results of operations will be sensitive to global and regional economic downturns, inflation or deflationary effects, credit market tightness, declining consumer and business confidence and spending habits, fluctuating commodity prices, volatile exchange rates, changes in interest rates, sovereign debt defaults, changes in tax rates or tax regimes, disruptive or unpredictable political changes (including in the U.S.), trade wars, changes in tariffs or the decrease of trade due to economic and political factors, armed conflict and other challenges, including those related to international sanctions, acts of aggression or threatened aggression and climate conditions that can affect the global economy.

North America and Europe accounted for a significant amount of the Group's sales. Accordingly, the Group's results of operations will be particularly affected by macroeconomic conditions in North America and Europe. While the U.S. economy has experienced periods of growth in recent years, it has also experienced tepid or negative growth and faces uncertain growth prospects due to, among other things, customer confidence, inflation and uncertain trade practices due to changing tariff regimes. In particular, there can be no assurance that actions by central banking authorities or government policies or actions, including those introduced or proposed to be introduced by the U.S. Congress or the presidential administration in the U.S. will not have an adverse impact on the U.S. economy.

In Europe, while the effects of the sovereign debt crisis in the Eurozone, as well as Switzerland, have abated, there can be no assurance that economic concerns regarding other countries in the Eurozone as well as Switzerland and the UK, will not reemerge or that inflation will not cause widespread negative economic impacts in the Eurozone, Switzerland or the UK. Conflicts in Ukraine and the Middle East have also in the recent past resulted in disruptions and an overall negative impact on several economies in Europe, including worldwide trade disruption and sanctions regimes which both impact trade and the flow of goods and increase the cost of compliance with commercial activities, increased energy costs or disruption of access to energy inputs that could result in manufacturing delays. Should the conflicts in Ukraine or the Middle East escalate or continue over a long period of time, or conflicts develop in those or other areas in the future, these conflicts may result in similar trade disruptions or increased costs of various inputs. The conflicts in the Middle East have further spurred uncertainty

in global markets. The escalation and continuation of these conflicts may result in further increased uncertainty and higher costs of various inputs. Finally, in recent years, various emerging market economies where the Group operates have experienced severe economic and financial disruptions, including significant devaluations of their currencies and low or negative economic growth rates. Such severe economic and financial disruptions may be difficult to predict or anticipate.

The global economy has experienced in the past and is currently experiencing an uncertain trade environment. Tariffs and retaliatory tariffs have been proposed or enacted by governments including in the U.S., Canada, Mexico, China and the EU. The imposition of significant tariffs on the Group's products or the Group's customers' products or ingredients comprising the products could negatively impact the Group's business, results of operations, financial condition and prospects.

If economic conditions deteriorate or armed conflict occurs in the markets in which the Group manufactures its products or provides services and technologies, or its customers sell their products, its customers may experience deterioration of their businesses, reduced demand for their products, cash flow shortages and difficulty obtaining financing. As a result, existing or potential customers might delay or cancel plans to purchase products, services or technologies and may not be able to make payments to the Group in a timely fashion or at all. The industries, in which the Group operates, and the Group's direct and indirect customers were adversely impacted by COVID-19 in particular but not limited to the availability of key personnel and supply chain issues. The Group cannot exclude the possibility that any potential future pandemic might adversely impact the Group's business, its customers and/or the Group's industries or cause instability on or a decrease of the global economy in general. Any of the foregoing could negatively impact the Group's business, results of operations, financial condition and prospects.

The products, services and technologies the Group provides are highly exacting and complex, and if the Group encounters problems providing them or any support that is required, its business could suffer.

The products, services and technologies the Group provides are highly exacting and complex. From time to time, problems may arise in connection with facility operations or during preparation or provision of a product, service or technology, in each case for a variety of reasons including, but not limited to, equipment malfunction, failure to follow specific protocols and procedures, problems with raw materials or environmental factors, contamination of facilities and damage to, or loss of, manufacturing operations. Such problems could affect production of a particular batch or series of batches, requiring the destruction of products, or could halt facility production altogether. These failures could, among other things, lead to increased costs, lost revenue and earnings, damage to customer relations, time and expense spent investigating the cause and, depending on the cause, similar losses with respect to other batches or products. If problems are not discovered before a product is released to the market, recall and product liability costs may also be incurred. In addition, such risks may be greater at facilities that are new or going through significant expansion or renovation. See also "*— The Group may face capacity constraints, driven by strong demand, disruptions at its production facilities or other factors, which could compromise its ability to meet customer demand for its products, services and technologies*".

Demand for the Group's products, patents, services and technologies depends significantly on its customers' research and development activities and the market success of its products, as well as outsourcing trends.

The Group engages in the custom development and manufacturing of pharmaceuticals and biological active pharmaceutical ingredients ("**APIs**"), advanced cell culture therapies and other lifesaving and life-enhancing treatments. The level of research and development spending of the Group's customers may influence the Group's results of operations. Customer spending on research and development is dependent on, among other things, available resources, including access to funding, relative levels of demand for customers' existing products and the relevant customer's need to develop new products, which is driven by factors such as competitors' research and development initiatives, the anticipated market uptake for specific products and interest rates as high interest rates may adversely affect demand for customers' products. The Group faces risks that:

- the Group's customers may not develop new commercial products incorporating the Group's products, services or technologies; and
- the Group may not be able to successfully develop new products, services or technologies that would be attractive to its existing or future customers.

In addition, consolidation in the industries in which the Group's customers operate may have an impact on such spending as customers integrate acquired operations and seek to achieve synergies through acquisitions, including reducing overall spending in research and development activities. A reduction in spending by customers could have a material adverse effect on the Group's business, results of operations, financial condition and prospects.

Successful research and development of pharmaceutical products is difficult, expensive and time-consuming. Many product candidates require significant expenditures and fail to reach the market. The Group's success will depend in part on the discovery and the successful commercialisation of products by its customers that can utilise the Group's products, services or technologies. However, the Group does not control the efforts of its customers to successfully commercialise their products such as, for example, the Group's customers' decision to invest sufficient capital in those products or to abandon the marketing of those products. In addition, if research and development activities by universities and other research institutes decrease due to reduced government or third-party funding or support, such decrease may have a negative impact on the development of new products or technologies. If such products fail to reach the commercial market, the Group's revenues will be adversely affected. The Group's ongoing investments in research and development could result in higher costs without a proportionate increase in revenues. If any of the Group's competitors or customers use technologies such as artificial intelligence to improve their capabilities in research and development and the Group cannot employ similar or superior technologies, the Group may be at a disadvantage.

Even if products using the Group's products, services or technologies appear promising during various stages of development, there may not be successful commercial applications developed for them for a number of reasons, including:

- the U.S. Food and Drug Administration (the "**FDA**"), the European Medicines Agency, Swissmedic, the Chinese Food and Drug Administration, the Pharmaceuticals and Medical Devices Agency of Japan, another regulatory body or an institutional review board, or the Group's pharmaceutical company customers may delay or halt clinical trials;
- the Group's pharmaceutical company customers may face a slower than expected rate of patient recruitment and enrolment in clinical trials;
- the Group's customers' products may be found to be ineffective or cause harmful side effects, or may fail during any stage of pre-clinical testing or clinical trials;
- the Group's customers may find that certain products using the Group's products, services or technologies cannot be manufactured on a commercial scale and, therefore, may not be economically viable to produce;
- the Group's customers may determine that third-party payers, such as government programmes or private insurance plans and healthcare networks, are unwilling or unable to provide coverage and reimbursement at an economically attractive level, if at all, for products under development; and/or
- products that use the Group's products, services or technologies could fail to obtain regulatory approval or, if approved, fail to achieve market acceptance or be precluded from commercialisation by proprietary rights of third parties.

The Group's customers depend on successful marketing of their products to such customers' end users. Obtaining marketing authorisation is inherently a difficult and uncertain process, particularly for new or novel drugs or products and the Group cannot control the marketing efforts of its customers. As a result, the Group's customers

may fail to obtain marketing authorisation for products as a result of regulatory changes or otherwise. Many of the Group's customers operate in competitive industries with competitors who have large research and development and marketing budgets. Technological developments or improvements in manufacturing, research and development or other marketing or product processes may permit competitors of the Group's customers to offer and market products, services and technologies at lower prices or on a faster timetable than the Group's customers. Any of the foregoing could have material adverse effects on the Group's customers and therefore on the Group's business, results of operations, financial condition and prospects.

Furthermore, the Group's business models and sales depend on dual-sourcing and outsourcing trends in their respective industries. If the current industry trend towards dual-sourcing and outsourcing certain drug development, manufacturing and delivery technologies were to slow or reverse, this could adversely affect the sales of the Group's business, which could in turn have a material adverse effect on the Group's business, results of operations, financial condition and prospects.

The Group allocates funds to the development of new products, services and technologies and the lack of customer acceptance, any failure to successfully develop such products, services and technologies, or any delays in development, could adversely affect the Group's business, results of operations, financial condition and prospects.

The Group depends on its continued ability to develop or implement the development of new products, services and technologies and to then successfully commercialise such products, services and technologies to its customers. However, the Group's products, services and technologies may not gain acceptance among the Group's customers. The degree of market acceptance of any new product, service or technology will depend on a number of factors, any of which could cause any new product or technology not to receive market acceptance, including, but not limited to, the effectiveness of the customers' marketing strategy, demonstration of the clinical efficacy and safety of the product, service or technology, pricing and cost-effectiveness, shift in patient or consumer preferences, the strength of offerings by competitors of the Group or its customers and the distribution support such offerings receive.

The Group may also fail to successfully expand or improve its portfolio of products, services and technologies or may lack the capacity to invest the required level of human, financial or other resources in the development of new products, services and technologies. In addition, although the Group seeks to maintain close and cooperative relationships with its customers, it may be unable to maintain these relationships in the future at a level that would enable the Group to effectively identify customer needs and to develop customised solutions.

Without successful development of new products, services and technologies, the Group could lose a portion of its sales. The Group may commit errors or misjudgements in its planning and may misallocate resources, for instance, by developing products, services and technologies that require large investments in production processes but that are not commercially viable.

Furthermore, the Group's competitors may develop new products, services and technologies, or may improve on existing products, services and technologies to the detriment of the Group. In addition, given the rapidly changing regulatory environment in which the Group will operate, the market for a newly developed product, service or technology may cease to exist or exist at a level lower than initially anticipated. For example, actions by the FDA or other regulators, including the banning of certain ingredients or constituent products, or the imposition of new regulations by the FDA or any other regulators over any of the foregoing, may render the Group's products, services and technologies obsolete or reduce demand for the Group's products, services and technologies. If any of the Group's competitors use such technologies such as artificial intelligence to streamline or improve their operations more quickly and accurately develop, manufacture and market competing products, services or technologies or realise other efficiencies and the Group is unable to employ similar or superior artificial intelligence systems, the Group may be unable to effectively compete. Any of the foregoing could have material adverse effects on the Group's business, results of operations, financial condition and prospects.

The Group is dependent on, and the Group will be dependent on, the availability of energy, raw materials and consumables and any shortages or price increases may lead to production interruptions and/or increases in production costs and may also limit the Group's ability to grow its business.

The Group's production processes are dependent on the availability of various energy sources, raw materials and consumables. The Group relies on a number of third-party suppliers and other business partners to provide it with these raw materials, consumables and energy inputs. Although the Group sources most of its raw materials and consumables from multiple suppliers, some of its raw materials and consumables are sourced from either very few suppliers or single suppliers. While the Group generally believes that it can maintain access to affordable and reliable sources of energy to manufacture its products and has taken steps, such as entering into power purchase agreements and similar agreements obtaining renewable energy and other energy inputs, the cost and supply of energy is subject to many factors outside of the Group's control. In particular, energy supplies and the cost of energy in the Eurozone may be significantly and severely impacted further due to the conflicts in Ukraine and the Middle East and the cost of energy may be impacted by significant consumers of electricity, such as data centres, in the markets where the Group operates. Supply constraints with one or more of these suppliers may lead to specific raw materials and consumables becoming unavailable for some time and could jeopardise the Group's business.

Furthermore, the Group may not be able to successfully manage price fluctuations, and in particular inflationary fluctuations, or the impact of the imposition, removal, increase or decrease of tariffs, for certain components and materials and increases in the cost of raw materials and semi-finished products that cannot be passed on to customers through corresponding price increases or otherwise compensated for may result in reduced margins for the Group. Even if cost increases are passed on to customers, the Group may face decreased demand and lower sales volumes if customers seek substitutes for the Group's products, services or technologies or if demand for those customers' products is impacted by any price increases that are passed on to end users. In addition, the Group may be required to keep additional inventory on hand to meet customer demand. If customers fail to order such inventory in amounts as predicted by the Group, the Group may be left with additional inventory it cannot sell or sell on the terms and conditions customary with the sale of such products, particularly in light of the broad impacts of the conflicts in Ukraine and the Middle East and the uncertain economic conditions caused by the impact of inflation.

In addition, certain of the Group's customers supply materials such as APIs, raw materials and starting materials to the Group which are required for completion of such customers' products. If there are delays in receipt of such materials or if these materials fail to satisfy applicable quality standards, the Group's results of operations may be impacted.

The challenges and risks the Group will face may become even more significant as the Group endeavours to expand its business, requiring additional and new raw materials, consumables and energy inputs. Decisions to invest in new production facilities may be delayed due to sourcing and supply chain problems or inability to access raw materials, consumables and utilities (including energy, water and waste removal) in the quantities the Group may require or in an affordable or reliable manner. The Group may also be unable to find or establish relationships with new suppliers in locations where it plans to ramp up production and may otherwise be prevented from growing its business as desired.

In addition to these risks, governmental regulations, environmental laws and regulations, increasing demand for raw materials or energy from competitors or other third parties and the effects of supplier consolidation may also lead to temporary or permanent shortages of raw materials or energy. Any such shortages may lead to production interruptions, increases in production costs or even structural change within the industries in which the Group operates. Any of the foregoing could have material adverse effects on the Group's business, results of operations, financial condition and prospects.

The Group may face capacity constraints, driven by strong demand, disruptions at its production facilities or other factors, which could compromise its ability to meet customer demand for its products, services and technologies.

The Group may face capacity constraints to the extent it is unable to anticipate customer demand for its products, services and technologies, as well as customers who may not properly forecast demand of their own products also resulting in requests beyond the Group's capacity. The Group may also experience disruptions or shutdowns at its production facilities, which could result in shortfalls in production or an increase in the Group's costs. In the case of equipment malfunctions, sterility variances or failures, failures to follow specific protocols and procedures, problems with raw materials, microbial or viral contamination, environmental factors and damage to, or loss of, manufacturing operations due to fire, flood, earthquakes, hurricanes, tornados, mudslides or other catastrophic events, the Group may be required to halt production of certain batches or products or shut down the affected production facilities. In the future, this could lead, among other things, to damage to customer relations, lost revenue and earnings, increased costs, reimbursements to customers for lost profits, additional time and expense spent investigating the cause and, depending on the cause, similar losses with respect to other batches or products. Any of the foregoing could cause the Group to lose market share, which could have material adverse effects on the Group's business, results of operations, financial condition and prospects.

Failure to meet quality standards could have an adverse effect on the Group's business and could subject it to regulatory actions, product recalls, and costly litigation.

The Group depends on its ability to execute and improve when necessary its quality management strategies and systems, and effectively train and maintain its employee bases with respect to quality management. Quality management plays an essential role in determining and meeting customer requirements, preventing defects, compliance with current Good Manufacturing Practices ("**cGMP**") and improving product offerings. While the Group has a network of quality systems applicable across its respective platforms and facilities that relate to the design, formulation, development, manufacturing, packaging, sterilisation, handling, distribution and labelling of customers' products, quality and safety issues may occur and have in the past occurred with respect to its offerings. Given the highly regulated industry in which the Group operates, any failure in quality or safety could have a material adverse effect on the Group's business, results of operations, financial condition and prospects.

The Group is subject to risks, including reputational, financial and legal risks associated with joint ventures and joint venture partners.

The Group has entered, and may continue to enter, into arrangements subject to joint control, such as joint ventures. The Group has in the past, and will in the future, engage in discussions with counterparties for the purpose of exploring new business models and concepts, including but not limited to strategic joint ventures and other joint arrangements by which it may share control with another entity (collectively for the purposes of this risk factor, "**joint ventures**").

Various entities within the Group may depend on various counterparties to joint ventures entered into by the Group for capital, product distribution, local market knowledge, product know-how or other resources. The Group's joint venture partners may (i) have economic or business interests or goals that are inconsistent with those of the Group; (ii) take actions contrary to the Group's instructions or requests or contrary to its policies or objectives; (iii) be unable or unwilling to fulfil their obligations under the relevant joint venture agreement, including providing the necessary resources to the joint venture; or (iv) have financial difficulties.

If a serious dispute arises with one of the Group's joint venture partners, or a serious problem arises in one of its joint ventures, including due to the factors set out above, the Group may suffer the loss of business opportunities or disruption to or termination of the relevant joint venture (or the project carried out by such joint venture). A dispute may also give rise to litigation or other legal proceedings or result in negative publicity, which would divert the Group's management's attention and other resources. The Group could also suffer reputational risk from

its association with joint venture partners. Any of the above may have a material and adverse effect on the Group's reputation, business, results of operations, financial condition and prospects.

The Group depends on its ability to secure and maintain profitable long-term commercial relationships and contracts with customers.

The Group depends on its continued ability to secure and maintain profitable long-term commercial relationships and contracts with customers as well as its ability to maintain a pipeline of customers with products at different stages of development. Unfavourable industry trends, market conditions, or regulatory regimes may impede the Group's ability to secure profitable long-term contracts with existing and new customers, to maintain a pipeline of customers, to maintain profitable commercial relationships or to renew or replace existing contracts as they expire. Any difficulties in securing or renewing such contracts or maintaining such strong customer relationships on favourable terms or at all could have a material adverse effect on the Group's business, results of operations, financial condition and prospects.

The Group is dependent upon its employee base and its key personnel for its growth.

The Group's economic success will depend in part on its ability to retain or employ an experienced, highly skilled and diverse employee base in addition to highly qualified executives and technical experts, in particular in the area of manufacturing and operations. The competition for qualified employees in the life sciences industry is intense and the Group will compete for employees with companies both in and outside the life sciences industry. In addition, due to the imbalance between the supply of qualified employees and the demand for qualified employees, the Group may face employee turnover and retention that is higher than historical norms. The Group may not be able to successfully retain individuals who become Group employees through acquisitions due to compensation, cultural alignment or structural factors which are inherent in the operation of the Group's business. The Group may also be unable to retain employees as a result of divestitures or the potential for divestitures, including as a result of the CHI Exit. Accordingly, the termination of the employment or the loss of the services of any significant number of employees or key personnel without a timely and suitable replacement or the inability to attract and retain qualified personnel may have a material and adverse effect on the Group's business, results of operations, financial condition and prospects.

Changes in foreign exchange rates may have a material adverse effect on the Group's results of operations and may affect demand for its products, services and technologies.

The Group is exposed to foreign exchange risk because the amount of local currency paid or received for transactions denominated in foreign currencies may vary due to changes in exchange rates (transaction exposures) and because the foreign currency denominated financial statements of the Group's foreign subsidiaries may vary upon consolidation into the Swiss-franc-denominated Group financial statements (translation exposures). In relation to the Group, foreign exchange risks arise primarily in connection with transactions that are denominated in U.S. dollars, euro and British pounds sterling.

As a general matter, the effect of foreign exchange fluctuations is minimised through the natural hedge the Group enjoys as a result of its matching of currencies in relation to sales and costs in the jurisdictions in which it operates. In managing its exposure regarding the fluctuation in foreign currency exchange rates, the Group has entered into a variety of currency swaps and forward contracts. Notwithstanding these efforts, however, the strength of the Swiss franc has had an adverse impact on its results of operations in recent periods and may continue to do so.

The Group will continue to be exposed to the risk of foreign exchange rate fluctuations, and if it is unable to manage this risk effectively, through hedging or otherwise, its business, results of operations, financial condition and prospects could be materially adversely affected.

The Group has implemented reorganisations of businesses and/or entities within the Group in the past, and the Group may implement such reorganisations in the future, and there can be no assurance that such reorganisations will yield the desired results.

In the past, the Group has implemented reorganisations of businesses and/or entities within the Group and the Group implemented a new organisational structure which became operational on 1 April 2025.

Any such reorganisation undertaken by the Group is likely to involve significant investments and risks including, but not limited to, requiring a significant amount of management time (which may affect or impair the management's ability to run the entity or business effectively during the period of implementation) and not being able to have, or losing, key personnel with the appropriate skills as part of implementing the reorganisation. There is a possibility that if any such reorganisation undertaken by the Group is not successfully implemented, key customers will be lost, or that anticipated cost savings, synergies or other benefits will not be realised in time or at all. The occurrence of any of these risks may have a material adverse effect on the Group's business, results of operations, financial condition and prospects.

The Group's leverage and debt service obligations could materially affect its business.

As at 31 December 2025, the Group had a Net Leverage ratio of 1.40 times. Although the Group's current Net Leverage ratio is low, it may not be excluded that the Net Leverage ratio might be significantly higher in the future, for example, as a result of a major acquisition. The degree to which the Group remains leveraged could have important consequences for its business.

For more information on the description and use of Net Leverage, see "*Alternative Performance Measures*" below.

The Group's balance sheet includes significant goodwill and intangible assets, which could become impaired.

The Group has significant goodwill and intangible assets on its balance sheet. The intangible assets include trademarks acquired through business combinations, which have an indefinite useful life and are not systematically amortised. Goodwill and intangible assets with indefinite useful lives are reviewed annually for impairment. Impairment charges could become necessary in the future if, for example, the Group's future prospects deteriorate such that the carrying values of its goodwill or intangible assets are no longer sustainable under applicable accounting rules. A significant impairment of the Group's goodwill or intangible assets could have a material adverse effect on its business, results of operations, financial condition and prospects.

The Group may be exposed to pension risk in relation to its pension plans.

The Group operates pension plans, which for accounting purposes are considered defined benefit pension plans, in various countries, with the major plans being in Switzerland and Great Britain. Pension risk arises if the net present value of future cash outflows is greater than the current value of the asset pool set aside to cover those payments.

The primary sources of pension risk include a mismatch in the duration of the assets relative to the liabilities of the pension schemes, market-driven asset price volatility and increased life expectancy of individuals leading to increased liabilities.

As a result of these factors, the Group faces the risk that the funding position of its pension schemes will deteriorate to such an extent that it would be required to make additional contributions above what is already planned to cover its pension obligations. The acquisition of any company may result in the Group assuming certain pension plan obligations, which could be underfunded, and divestitures of certain of the Group's businesses may not separate the Group's ongoing obligations to contribute to existing pension plans. Any failure by the Group to manage its pension deficit could have a material adverse effect on its business, results of operations, financial condition and prospects.

The Group is subject to risks arising from legal disputes, including contractual claims and product liability claims relating to product defects.

Companies in the pharmaceuticals and manufacturing industries are subject to the risk of lawsuits, including class actions, alleging negligence, product liability, violations of warranty obligations and other contractual or statutory claims relating to product defects. Such lawsuits may include claims based on personal injury, illness or death

alleged to be caused by a product, service or technology of the Group, in particular pharmaceutical products, or by products incorporating the Group's products, services or technologies which are marketed or distributed by customers of the Group. These lawsuits often involve claims for substantial amounts of damages, including compensation for consequential damage and substantial costs for legal representation. In addition, pharmaceutical and other healthcare products may be the subject of recalls or patent infringement suits. For this reason, there can be no assurance that extensive claims will not be asserted against the Group in the future or that large scale product recall measures will not be necessary. The Group may not have sufficient insurance to mitigate for such a contingency. Accordingly, the Group cannot assure that the risks inherent to any potential product liability claim or product recall will be mitigated in all circumstances. See also "*— Failure to meet quality standards could have an adverse effect on the Group's business and could subject it to regulatory actions, product recalls, and costly litigation".*

The Group's business may be adversely affected by the detrimental outcome of legal disputes and investigations by government agencies, the outcomes of which are not certain. Litigation risks include, among others, risks in the areas of competition and antitrust law, pharmaceutical law, patent law, tax law, and environmental protection law.

Certain countries in which the Group operates have a special legal framework for pharmaceutical products that could increase the risk of product liability claims being asserted and/or the ultimate costs of defending against such claims. In addition, the Group could incur significant expenses based on product liability claims, other violations of duties of care or contractual provisions, recall measures or penalties imposed for these reasons by public authorities. These events could also adversely affect the Group's reputation and therefore reduce market acceptance of its products, services or technologies.

Certain of the Group's or the Group's customers' products contain or contained substances that may be toxic or otherwise hazardous to the health of certain persons. The health of persons, including the Group's employees, who come into contact with such substances or with the Group's products directly or through products of the Group's customers may be impaired, especially as a result of exposure to such hazardous substances, the incorrect use of such products or because of product characteristics that are as yet unknown, and such health impairments may even be life-threatening. Such impairments may give rise to lawsuits including claims based on personal injury or death and may involve claims for substantial amounts. These factors, either individually or in aggregate, have resulted and may result in actions being brought against the Group and may have a material adverse effect on its business, results of operations, financial condition and prospects.

The Group may not be able to adequately protect its intellectual property, proprietary manufacturing technology and know-how.

The Group owns a large number of patents and other intellectual property rights which may be invalidated, circumvented or challenged. Although there is a general legal presumption that patents are valid, this does not necessarily mean that a patent or any other intellectual property right will ultimately be upheld as valid or that any related claims can be enforced as necessary or desired. Third parties may infringe on the Group's patents or other intellectual property rights, and the Group may not be able to prevent any such infringement. If the Group fails to adequately protect its intellectual property rights, technology and know-how, competitors may use such rights, technology and know-how to manufacture and offer similar products, services or technologies, which could adversely affect the Group's competitive position and results of operations. In addition, the Group cannot guarantee that all of the patents it has applied for, or plans to apply for, will be granted in each of the countries in which it seeks protection. Furthermore, patents generally expire after a certain period, allowing competitors to freely use the patented technology.

If the Group is unable to protect its intellectual property, its ability to profit from its research and development may be limited or its future profits may decrease as a result, insofar as other manufacturers can make or market products or technologies that are similar to the products or technologies developed by the Group. This could affect

the Group's competitive position, and any resulting decrease in sales could have a material adverse effect on its business, results of operations, financial condition and prospects.

Tax legislation initiatives or challenges to the Group's tax positions could adversely affect its business, results of operations, financial condition and prospects.

The Group operates in a number of different countries around the world. As such, it will be subject to the tax laws and regulations of Switzerland, the EU and U.S. federal, state and local governments and of many other jurisdictions. Tax laws are dynamic and subject to change as new laws are passed and new interpretations of laws are issued or applied. Changes in tax laws, or the interpretation of tax laws or tax regulations in jurisdictions in which the Group operates, or withdrawals of tax rulings issued to any of the Group companies could increase the level of taxes to be paid by the Group. Tax authorities may also actively pursue the levying of additional taxes based on retroactive changes to tax laws.

From time to time, various legislative initiatives may be proposed or be enacted that could adversely affect the Group's tax position. There can be no assurance that the Group's effective tax rate or tax payments will not be adversely affected by these initiatives or the expiration of any existing tax legislation. Tax laws and regulations are extremely complex and subject to varying interpretations.

To address concerns about uneven profit distribution and tax contributions of large multinational corporations, various agreements have been reached at a global level to introduce a minimum tax rate of 15 per cent. per country (so-called "**Pillar Two**"). The Organization for Economic Co-operation and Development (the "**OECD**") released a legislative framework, followed by further guidance, that is used by individual jurisdictions to amend their local tax laws. Most jurisdictions have either implemented Pillar Two, concluded that they will not implement or, in the case of the U.S., rejected implementing the Pillar Two's 15 per cent. global minimum tax and instead secured a "side-by-side" agreement with the OECD/G20 group of nations.

The Pillar Two regulations and other anti-base erosion and profit shifting tax rules could result in the Group being subject to higher effective tax rates in some jurisdictions. Also, unilateral tax enforcement is becoming a higher priority for many tax authorities, which could lead to an increase in tax audits, inquiries and challenges of historically accepted positions.

In addition, transfer pricing for intercompany transactions may be challenged by local tax authorities, and may result in additional taxes and interest or penalties. Most jurisdictions in which the Group operates have transfer pricing regulations that require transactions involving associated companies to be made on arm's length terms. If the tax authorities in any relevant jurisdiction do not regard such intercompany transactions of the Group as being made on an arm's length basis or being properly documented and successfully challenge those arrangements, the amount of tax payable, in respect of both current and previous years, may increase materially and penalties or interest may be payable.

The Group is required to exercise judgment when determining its provisions for income taxes and accounting for tax-related matters. The Group regularly makes estimates where the ultimate tax determination is uncertain. The final determination of any tax investigation, tax audit, mutual agreement procedure or advanced pricing agreement, tax litigation, appeal of a taxing authority's decision or similar proceedings may differ materially from that which is reflected in the Group's financial statements.

Any of the foregoing could have a material adverse effect on the Group's business, results of operations, financial condition and prospects.

The Group may infringe on the intellectual property rights of third parties and, as a result, may have to pay fees for the use of third-party intellectual property, may be exposed to claims for damages, may be prevented from selling its products, or may be forced to stop its production.

The Group cannot guarantee that the Group will not infringe on, or be alleged to have infringed on, third-party patents or other third-party intellectual property rights, since its competitors also apply for, and obtain, numerous

patents to protect their inventions. In the event that the Group identifies third-party patent rights that conflict with its business processes, it will generally attempt to either challenge the patentability or the validity of the patent or to look for technical alternatives. Nevertheless, patent holders may approach the Group from time to time to allege that it has infringed on their intellectual property rights. Regardless of the merit or resolution of these claims, the Group may be prevented from making or marketing products, and it may be forced to acquire licences or modify or even stop its production, even though it may have already been using these technologies in a lawful manner in these or other jurisdictions. This may be the case, for example, if the Group has chosen not to file a patent on a particular technology in order to keep it confidential. In addition, the Group could be exposed to liability for damages if a governmental authority determines the Group has infringed on a patent held by a third party.

Furthermore, the Group manufactures products for customers who depend on patents or other intellectual property protections with respect to their intellectual property. If such customers' products infringe or are alleged to infringe on other parties' patents or intellectual property, then the Group could be implicated or otherwise be joined in legal challenges to its customers' intellectual property rights. Such legal challenges or disputes may result in additional costs, manufacturing downtime, inefficiencies or other operational impacts to the Group's business. Any such challenges or issues with respect to such customers' intellectual property may result in delays or cancelled services the Group is scheduled to perform.

The Group may have to obtain third-party licences to gain access to technology, which could entail considerable costs. It may be unable to acquire licences that it will need for its future business with the appropriate scope, under acceptable conditions or at all. In addition, licences the Group holds may expire or otherwise not continue to be effective, and it may be prevented from making or marketing products.

Any restrictions or disruptions in supply and production that result from actual or alleged patent infringements, whether as a result of a reorganisation of production processes or for other reasons, or the subsequent acquisition of any relevant licences, could have a material adverse effect on the Group's business, results of operations, financial condition and prospects.

Legal and regulatory changes in the jurisdictions in which it operates and trades may have an adverse effect on the Group.

Due to the international nature of the Group's business and operations, it must comply with, and is affected by, a large number of different legal and regulatory frameworks, including tax laws. There is a risk that changes in these frameworks or the agencies that oversee or regulate the industries in which the Group operates, and in which the Group will operate, may materially adversely affect the Group's legal and regulatory environment. The risks faced by the Group include, but are not limited to:

- foreign currency control regulations and other regulations related to exchange rates and foreign currencies (such as the abandonment of exchange rate pegs);
- measures to counter foreign trade imbalances;
- restrictions on the ability to repatriate funds from subsidiaries;
- restrictions on the ability to own or operate subsidiaries or acquire new businesses in certain countries, including rules on local ownership of businesses;
- differences in legal and administrative systems, which could lead to insufficient protection of intellectual property, impair the Group's ability to enforce contracts or jeopardise its ability to collect accounts receivable and other claims outstanding;
- nationalisations; and
- increasingly protectionist sentiment in many countries leading to embargoes, trade restrictions, tariffs, import/export limitations and other trade barriers.

Changes in the regulatory environment may prevent the Group from marketing certain of its products or may negatively affect demand for its products, services and/or technologies, which could in turn have a material adverse effect on its business, results of operations, financial condition and prospects. In addition, to the extent laws and regulations applicable to the Group are uncertain and evolving, such as the ongoing revision of the EU pharmaceutical legislation, it may be difficult for the Group to determine the exact requirements applicable to it, or to structure its transactions in such a way that the results it expects to achieve are legally enforceable in all cases.

The Group requires various licences and permits to operate its business.

The Group requires various licences and permits in the jurisdictions in which it operates. These licences and permits are generally subject to conditions stipulated in the licences and permits and/or relevant laws or regulations under which such licences and permits are issued. Any actual or alleged failure to comply with the stipulated conditions could result in the revocation or non-renewal of the relevant licence or permit.

The Group constantly monitors and ensures its compliance with such conditions. However, should there be any revocation of any of the licences and permits, or the failure to obtain or procure any necessary licences and permits, the Group may not be able to carry out its operations in the relevant jurisdiction. In such an event, the business, results of operations, financial condition and prospects of the Group could be materially and adversely affected.

The Group is subject to environmental, health and safety laws and regulations and could therefore be exposed to heightened compliance costs and the risk of liability due to non-compliance.

The Group is subject to a variety of environmental, health and safety laws and regulations in each of the jurisdictions in which it operates. In particular, the Group is and will be subject to a number of continually changing and increasingly stringent local, state, and international environmental and health protection requirements with regard to, among other things, air emissions, wastewater discharges and the use, handling and disposal of chemicals and hazardous substances. Compliance with such regulations can require significant expenditures and, depending on the severity, a breach may result in the limitation or suspension of production or subject the Group to material monetary fines and penalties, civil or criminal sanctions, or other liabilities. Furthermore, environmental laws may expose the Group to liability for the conduct of or conditions caused by others, and some environmental laws provide for joint and several strict liability for releases of hazardous substances into the environment, which could result in liability for environmental damage without regard to negligence or fault. Environmental legislation is evolving in a manner that is expected to result in stricter standards and enforcement, larger fines and increased liability, and potentially increased capital expenditures and operating costs for compliance. The Group may also face environmental disclosure rules which require it to aggregate and disclose information about its operations, including the Group's carbon usage and emissions. Environmental laws and regulations may result in an increase in the costs of the operations of the Group.

Certain of the Group's production facilities were operating at times when environmental protection legislation did not exist, or was underdeveloped, and used chemicals that could contaminate soil and groundwater. Soil and groundwater contamination has occurred in the past at certain sites and might occur or be discovered at other sites in the future. In particular, the Group's Visp (Switzerland) facility used large amounts of mercury as a catalyst in chemical processes, and the facility discharged industrial wastewater with mercury-containing effluent into a wastewater discharge canal between 1930 and the mid-1970s. The Group has investigated the mercury contamination in areas around the canal and has made certain accruals for remediation. The Group has engaged in extensive remediation activities to remove mercury contamination from residential areas and farmland in the area. The Group may be required to make further accruals or otherwise commit funds to further remediate this area. According to the currently available data, the mercury contamination has not had adverse health effects on humans or animals in the region. In addition, the Group has made accruals for the first remediation phase at the Group's closed Gamsenried (Switzerland) landfill, which may require additional funds to remediate.

The costs of the remediation and/or containment of pollution for which the Group is held liable, or the reputational damage associated with any such pollution, could materially adversely affect its business, results of operations, financial condition and prospects.

The Group relies on the proper functioning of its computer and data processing systems, and a large-scale malfunction or potential unauthorised access to critical and sensitive information could result in disruptions to the Group's business.

The Group's ability to keep its businesses operating depends on the functional and efficient operation of its computer and data processing and information technology and telecommunications systems around the world. Computer and data processing systems are susceptible to malfunctions and interruptions (including due to equipment damage, power outages, fire, natural disasters, breakdowns, malicious attacks, computer viruses, and a range of other hardware, software and network problems), and the Group may be unable to prevent malfunctions or interruptions. A significant or large-scale malfunction or interruption of its computer, cloud computing or data processing systems could disrupt the Group's operations, for example by causing delays or the cancellation of customer orders, impeding the manufacture or shipment of products, the processing of transactions and the reporting of financial results, or could damage the Group's reputation. If any of the Group's systems are maintained or hosted by third parties, the Group may not be able to effectively guard against or prevent similar cyber issues at such third-party companies.

In addition, the Group faces the risk of potential unauthorised access to, and the inability to access, or loss of, critical and sensitive information, for example as a result of industrial espionage activities or hacking attacks. A leak of confidential information or the loss of critical and sensitive information could reveal trade secrets or know-how of the Group or its customers to competitors and harm the Group's business, competitive position and reputation. The Group's insurance may not adequately compensate it for all losses or failures that may occur. Any of the foregoing could have a material adverse effect on the Group's business, results of operations, financial condition and prospects.

Cyber attacks, data loss or data privacy breaches could have a material adverse effect on the Group's business, financial condition and results of operations.

The Group's databases and the databases of third-party service providers that it works with include certain non-public personal and/or commercial information concerning the Group's employees, vendors and customers. Therefore, the Group faces the potential risk of a hacking incident or other cyber breach to access such data. If personal data or other company or customer data was compromised as a result of any such hacking incident or cyber breach of the Group's systems, the Group could be found liable for such incident or breach if the Group did not have appropriate safeguards in place to protect such data and records. Moreover, any data loss, IT infrastructure or ransomware attack could result in regulatory penalties or sanctions, financial loss, disruption to business continuity and damage to the Group's reputation.

The Group is also subject to government regulation concerning the improper storage, transmission and use of personal data. This includes the General Data Protection Regulation, Regulation (EU) 2016/679 (the "**GDPR**"). Failure to comply with the GDPR and other laws by the Group could result in substantial regulatory penalties, litigation expenses, adverse publicity and loss of revenue.

Any such risks may increase compliance burdens on, or the reputation of, the Group and reduce the Group's ability to market its products, services and technologies.

Any of the foregoing risks could have a material adverse effect on the Group's business, financial condition and results of operations.

Violation of anti-corruption laws and anti-boycott regulations could materially and adversely affect the Group's reputation, business, results of operations, financial condition and prospects.

The Group's international operations are subject to anti-corruption laws and anti-boycott regulations. In certain countries in which the Group does business, the Group is exposed to a heightened risk of violating anti-corruption laws and regulations.

Violations of anti-corruption laws and anti-boycott laws and sanctions regulations are punishable by civil penalties, including fines, denial of export privileges, injunctions, asset seizures, debarment from government contracts and revocations or restrictions of licences, as well as criminal fines and imprisonment. There can be no assurance that the Group's policies and procedures will effectively prevent it from violating these laws and regulations in every transaction in which it may engage, and such a violation could materially and adversely affect the Group's reputation, business, results of operations, financial condition and prospects.

The Group is subject to labour and employment laws and regulations, which could increase its costs and restrict the Group's operations in the future.

Certain of the Group's employees are represented by labour organisations. National works councils and/or labour organisations are active at certain of its European facilities consistent with labour environments and laws in European countries. Similar relationships with labour organisations or national work councils may exist at some of the Group's facilities. The Group's management believes that its employee relations are satisfactory. However, further organising activities or collective bargaining may increase its employment-related costs and the Group may be subject to work stoppages and other labour disruptions. Moreover, as employers are subject to various employment-related claims, such as individual and class actions relating to alleged employment discrimination, wage-hour and labour standards issues, such actions, if brought against the Group and successful in whole or in part, may affect its ability to compete or have a material adverse effect on its business, financial condition and results of operations.

Pharmaceutical manufacturing, storage, and transportation may be dangerous and may lead to personal injury, damage to property or other damage and any hazardous incidents that the Group may face could result in disruptions to its production facilities, claims for damages and fines.

Given its activities and the industries in which it operates, the Group faces risks associated with pharmaceuticals manufacturing and the related storage and transportation of raw materials, products and waste. These risks include, but are not limited to, accidents, explosions, fires, lightning, transport risks, terrorist attacks, natural disasters, mechanical or other operational failure, pipeline leaks and ruptures, storage tank leaks, spills, and other discharges or releases of dangerous substances or gases. These events could lead to personal injury, loss of life, environmental or property damage, or a material interruption or suspension of operations, and may result in increased mitigation expenses, a reduction in profitability, and the imposition of civil or criminal penalties, including governmental fines, expenses for remediation and claims brought by governmental entities, employees or other third parties. In many jurisdictions, such as in the U.S., these risks are amplified by the frequency of class actions and high damages awards.

In addition, the occurrence of any such event could be seriously detrimental to the Group's reputation and could harm its ability to obtain or maintain its existing licences or its key commercial, regulatory, and governmental relationships. Disruptions at one or more production facilities may also interrupt production, including further down the production chain, and lead to lower volumes and sales, and potentially the loss of market share. The costs associated with any of these events may be substantial and could exceed or otherwise not be covered by the Group's insurance coverage. Furthermore, improper handling of dangerous substances by the Group or its customers may lead to the release of various substances, which may in turn result in stricter regulation or a prohibition of the use of such substances. Any of the foregoing could have a material adverse effect on the Group's business, results of operations, financial condition and prospects.

Local conditions, events, adverse weather conditions, natural disasters and other disruptions could adversely affect the Group's business.

The Group has manufacturing sites around the world. Its manufacturing operations may be subject to disruptions within or beyond their control, including, without limitation: pandemics, adverse local conditions, climate change, adverse weather conditions, floods, fire, natural disasters (such as earthquakes, hurricanes, tornados, mudslides), civil unrest, labour stoppages, armed conflicts and terrorist activity. Several of the countries in which the Group operates are subject to border or internal civil conflicts or unrest, which could also affect the Group's operations. Any disruption of the Group's operations resulting from any of these events or factors could limit its ability to quickly shift production to other sites. For example, capacity constraints or regulatory requirements could cause significant delays in manufacturing and the loss of sales and customers. In addition, the Group could suffer a loss of sales or other negative impacts on its business as a result of its customers or suppliers being affected by any of these events. The Group may not be able to insure against any or all of such risks on commercially reasonable terms. Any of the foregoing could have a material adverse effect on the Group's business, results of operations, financial condition and prospects.

2. RISKS RELATING TO THE ISSUER OR THE GUARANTOR

The Issuer relies on the credit of the Guarantor.

The Issuer is a finance entity and relies on the credit of the Guarantor. It has no subsidiaries and limited ability to generate revenue. As it has no revenue generating operations of its own, the Issuer is wholly dependent on the earnings and cash flows of, and distributions from, the Group's operating subsidiaries to generate the necessary funds in order to service the payment of principal and interest of the Notes. The operating performance and financial condition of the Group's operating subsidiaries and the ability of such subsidiaries to provide funds to the Issuer will in turn depend, to some extent, on general economic, financial, competitive, market and other factors, many of which are beyond the Issuer's control. The terms and conditions of agreements to which the Group is or may become party may impose further restrictions or prohibitions on such operating subsidiaries' ability to make payments to the Issuer. The Group's operating subsidiaries may not generate income and cash flow sufficient to enable the Issuer to meet the payment obligations on the Notes. The Group's inability to generate sufficient cash flow to service the intercompany loans will prevent the Issuer from servicing its indebtedness under the Notes.

The Guarantor is a holding company and will depend on the business of its subsidiaries to satisfy its obligations under the Guarantee.

The Guarantor is a holding company and it has no significant assets other than its ownership interests in its subsidiaries. Consequently, the ability of the Guarantor to meet its financial obligations under the Guarantee is dependent upon the availability of cash flows from its subsidiaries and affiliated companies through dividends, intercompany advances and other payments. The Guarantor's direct and indirect subsidiaries are separate and distinct legal entities and, under certain circumstances, legal and contractual restrictions may limit the ability of these subsidiaries to provide the Guarantor with funds for the Guarantor's payment of its obligations under its securities, such as the Guarantee, whether by dividends, distributions, loans or other payments.

The Guarantor cannot assure potential investors that the operating results of its subsidiaries at any given time will be sufficient to make dividends, distributions or other payments to it or that any such dividends, distributions or other payments will be adequate to pay its obligations under the Guarantee and its other indebtedness when due.

In the event of a bankruptcy, liquidation, reorganisation or similar proceeding relating to a subsidiary of the Guarantor, the right of the Guarantor to participate in (and, therefore, the ability of the Noteholders to benefit from) a distribution of the assets of such subsidiary will rank behind such subsidiary's creditors (including trade creditors), except to the extent that the Guarantor has direct claims against such subsidiary. In the case of any of the foregoing events, there can be no assurance that there will be sufficient assets to pay amounts due under the Guarantee.

The Issuer's and Guarantor's financial performance and other factors could adversely impact the Issuer's and the Guarantor's ability to make payments on the Notes or perform under the Guarantee, as applicable.

The Issuer's ability to make scheduled payments with respect to the Notes, and the Guarantor's ability to perform under the Guarantee, will depend on the Issuer's and the Guarantor's, as applicable, financial and operating performance, which, in turn, are subject to prevailing economic conditions and to financial, business and other factors beyond the Issuer's and Guarantor's control.

The Notes do not restrict the Issuer's or the Guarantor's ability to incur additional debt or prohibit the Issuer or the Guarantor from taking other action that could negatively impact the Noteholders.

Neither the Issuer nor the Guarantor is restricted under the terms and conditions of the Notes from incurring additional indebtedness, and there is no guarantee that the Issuer or the Guarantor will not create, incur, assume or guarantee additional indebtedness and that such debt may not be privileged, either by virtue of securities granted by the Issuer or the Guarantor or by way of structural subordination of the Notes. In addition, the Notes do not require the Issuer or the Guarantor to achieve or maintain any minimum financial results relating to their respective financial positions or results of operations. The Issuer's and/or the Guarantor's ability to recapitalise, incur additional debt, secure existing or future debt, or take a number of other actions that are not limited by the terms of the Notes, including repurchasing indebtedness or common shares or preferred shares, if any, or paying dividends, could have the effect of diminishing the Issuer's and/or the Guarantor's ability to make payments on the Notes when due.

The right to receive payments under the Guarantee from the Guarantor may be adversely affected by Swiss bankruptcy laws.

The Guarantor is incorporated under the laws of Switzerland. Accordingly, bankruptcy proceedings with respect to the Guarantor are likely to proceed under, and to be governed primarily by, Swiss bankruptcy law. The provisions of Swiss bankruptcy law afford debtors and unsecured creditors only limited protection from the claims of secured creditors and it may not be possible for unsecured creditors to prevent or delay the secured creditors from enforcing their security to repay the debts due to them under the terms that such security was granted.

Enforcement claims or court judgments against the Guarantor must be converted into Swiss francs.

Enforcement claims, including for court judgments, against the Guarantor under Swiss debt collection or bankruptcy proceedings may only be made in Swiss francs and any foreign currency amounts must accordingly be converted into Swiss francs. With respect to enforcing creditors, any such foreign currency amounts will be converted at the exchange rate prevailing (i) on the date on which the enforcement proceedings (*Betreibungsbegehren*) are instituted, or (ii) upon the request of the enforcing creditor, on the date of the filing for the continuation of the bankruptcy procedure (*Fortsetzungsbegehren*) or at the time of adjudication of bankruptcy (*Konkurseröffnung*). With respect to non-enforcing creditors, foreign currency amounts will be converted at the exchange rate prevailing at the time of the adjudication of bankruptcy (*Konkurseröffnung*).

3. FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH THE NOTES

Risks related to the structure of a particular issue of Notes

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of certain such features and the related risks:

Notes subject to optional redemption by the Issuer.

The Final Terms for a particular issue of Notes may provide for early redemption at the option of the Issuer (including the Call Option (see Condition 5(d)), the Issuer Maturity Par Call (see Condition 5(e)), the Clean-up Call (see Condition 5(f)) and redemption following a Special Redemption Event (see Condition 5(g))). An optional redemption feature is likely to limit the market value of Notes. During any period when the Issuer may elect to

redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Potential investors should also note that if "Clean-Up Call" is specified in the applicable Final Terms as applicable, the Issuer in certain circumstances has the ability to exercise a "clean up" call in relation to the Notes. If the Issuer, the Guarantor and/or any of their subsidiaries has/have in the aggregate purchased or redeemed a Series of Notes in aggregate nominal amount equal to or in excess of 80 per cent. of such series of Notes originally issued (which shall for this purpose include any further Notes issued pursuant to Condition 13), the Issuer may then redeem or purchase (or procure the purchase), at its option, all but not some only of the remaining outstanding Notes of that Series at the Early Redemption Amount specified in the applicable Final Terms.

Further, if a "Special Redemption Event Call" is specified in the applicable Final Terms as applicable and the Group (a) has not completed and closed the acquisition of the relevant Acquisition Target within the relevant time period, or (b) the Guarantor has publicly announced that the Group no longer intends to pursue the acquisition of the relevant Acquisition Target, the Issuer (if the Basis of the Call is specified as Mandatory in the applicable Final Terms) shall or (if the Basis of the Call is specified as Optional in the applicable Final Terms) may redeem the Notes, in whole but not in part, at the Special Redemption Amount together with any interest accrued but unpaid on the Notes as provided in Condition 5(g).

Risks relating to Fixed to Floating Rate Notes or Floating to Fixed Rate Notes.

Notes which are "Fixed to Floating Rate Notes" or "Floating to Fixed Rate Notes" may bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Such a feature may affect the secondary market for and the market value of such Notes. If the Notes are converted from a fixed rate to a floating rate, the spread on the Fixed to Floating Rate Notes may be less favourable than the prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes and investors will no longer be able to anticipate the interest income on such Notes. If the Notes are converted from a floating rate to a fixed rate, the fixed rate may be lower than the then prevailing market rates.

Notes issued at a substantial discount or premium.

The Issuer may issue Notes under the Programme at a substantial discount (such as Zero Coupon Notes) or premium. The market values of securities issued at a substantial discount or premium to their nominal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

Regulation and reform and discontinuation of Benchmarks on Floating Rate Notes.

Reference rates and indices, including interest rate benchmarks, such as EURIBOR, which are used to determine the amounts payable under financial instruments or the value of such financial instruments ("**benchmarks**") have been the subject of political and regulatory scrutiny as to how they are created and operated. This resulted in regulatory reform and changes to existing benchmarks. Most reforms have now reached their planned conclusion and benchmarks remain subject to ongoing monitoring. These reforms and changes may cause a benchmark to perform differently than it has done in the past or to be discontinued. Any change in the performance of a benchmark or its discontinuation, could have a material adverse effect on any Notes referencing or linked to such benchmark.

Regulation (EU) 2016/1011 (the "**EU Benchmark Regulation**") applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. It, among other things, (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed); and (ii) prevents certain uses by EU supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-EU-based, not deemed equivalent or recognised or endorsed).

The EU Benchmark Regulation as it forms part of UK domestic law by virtue of the EUWA (the "**UK Benchmark Regulation**") applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the UK. It, among other things, (i) requires benchmark administrators to be authorised or registered (or, if non-UK based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by UK supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-UK based, not deemed equivalent or recognised or endorsed).

The EU Benchmark Regulation and the UK Benchmark Regulation could have a material impact on any Notes linked to or referencing a benchmark, in particular, if the methodology or other terms of the relevant benchmark are changed in order to comply with the requirements of the EU Benchmark Regulation and/or the UK Benchmark Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant benchmark.

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements.

The Conditions provide for certain fallback arrangements in the event that the relevant Reference Rate (including any page on which such Reference Rate may be published (or any successor service)) becomes unavailable, without a requirement for the consent or approval of the Noteholders. Any of such fall-back arrangements, as more fully described in Condition 4(j), Condition 4(k) and Condition 4(l) could have an adverse effect on the value or liquidity of, and return on, the Notes.

Fallback arrangements for Floating Rate Notes where "SOFR" is not specified as the relevant Reference Rate in the applicable Final Terms.

Where "SOFR" is not specified as the relevant Reference Rate in the applicable Final Terms, in the event that a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use its reasonable endeavours to appoint an Independent Adviser to determine a Successor Rate or an Alternative Rate and, in either case, an Adjustment Spread and any Benchmark Amendments, to be used in place of the Original Reference Rate, all as more fully described in Condition 4(j).

The use of a Successor Rate or an Alternative Rate to determine the Rate of Interest is likely to result in Notes initially linked to or referencing the Original Reference Rate performing differently (which may include payment of a lower Rate of Interest) than they would do if the Original Reference Rate were to continue to apply in its current form.

Furthermore, if a Successor Rate or an Alternative Rate for the Original Reference Rate is determined by the Independent Adviser, the Conditions provide that the Issuer may vary the Conditions, as necessary to ensure the proper operation of such Successor Rate or Alternative Rate, without any requirement for consent or approval of the Noteholders.

If a Successor Rate or an Alternative Rate is determined by the Independent Adviser, the Conditions also provide that an Adjustment Spread may be determined by the Issuer and applied to such Successor Rate or Alternative Rate. The application of an Adjustment Spread may result in the Notes performing differently (which may include payment of a lower Rate of Interest) than they would do if the Original Reference Rate were to continue to apply

in its current form. Further, it may not be possible to determine or apply an Adjustment Spread. If no Adjustment Spread can be determined, a Successor Rate or Alternative Rate may nonetheless be used to determine the Rate of Interest.

The Issuer may be unable to appoint an Independent Adviser or the Independent Adviser may not be able to determine a Successor Rate or an Alternative Rate in accordance with the Conditions. Where the Issuer is unable to appoint an Independent Adviser in a timely manner or the Independent Adviser is unable to determine a Successor Rate or an Alternative Rate in accordance with the Conditions, the Rate of Interest applicable to the next succeeding Interest Accrual Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Accrual Period. If the Issuer is unable to appoint an Independent Adviser or the Independent Adviser fails to determine a Successor Rate or an Alternative Rate for the life of the Notes, such Notes, in effect, will become fixed rate securities.

Fallback arrangements for Floating Rate Notes where "SOFR" is specified as the relevant Reference Rate in the applicable Final Terms.

Where "SOFR" is specified as the relevant Reference Rate in the applicable Final Terms, in the event that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Notes in respect of all determinations on such date and for all determinations on all subsequent dates, all as more fully described in Condition 4(k). In connection with the implementation of a Benchmark Replacement, the Issuer or its designee will have the right to make Benchmark Replacement Conforming Changes from time to time.

If the Rate of Interest for the relevant Interest Accrual Period cannot be determined in accordance with the Conditions by the Issuer or its designee, the Rate of Interest shall be (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin, Minimum Rate of Interest or Maximum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin, Minimum Rate of Interest or Maximum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin, Minimum Rate of Interest or Maximum Rate of Interest relating to that last preceding Interest Accrual Period) or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Series of Notes for the first Interest Accrual Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Accrual Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Minimum Rate of Interest or Maximum Rate of Interest applicable to the first Interest Accrual Period).

The market continues to develop in relation to risk-free rates (including €STR, SOFR and SONIA) as reference rates for floating rate Notes.

Nascent risk-free rates and market

Investors should be aware that the market continues to develop in relation to risk-free rates, such as SONIA, SOFR and €STR, as reference rates in the capital markets for sterling, U.S. dollar or euro bonds, as applicable, and their adoption as alternatives to the relevant interbank offered rates.

This relates not only to the substance of the calculation and the development and adoption of market infrastructure for the issuance and trading of Notes referencing such rates, but also how widely such rates and methodologies might be adopted.

Market participants and relevant working groups have been working together to design alternative reference rates based on risk-free rates, including applying term versions of certain risk-free rates (which seek to measure the market's forward expectation of an average of these reference rates over a designated term, as they are overnight rates) or different measures of such risk-free rates. The market or a significant part thereof may adopt an application of risk-free rates that differs significantly from that set out in the Conditions and used in relation to

Notes that reference such risk-free rates issued under this Programme. If the relevant risk-free rates do not prove to be widely used in securities such as the Notes, the trading price of such Notes linked to such risk-free rates may be lower than those of Notes referencing rates that are more widely used. The Issuer may in the future also issue Notes referencing SONIA, SONIA Compounded Index, SOFR, SOFR Compounded Index, or €STR that differ materially in terms of interest determination when compared with any previous SONIA, SONIA Compounded Index, SOFR, SOFR Compounded Index or €STR referenced Notes issued by it under this Programme. The development of risk-free rates for the Eurobond markets could result in reduced liquidity or increased volatility or could otherwise affect the market price of any Notes that reference a risk-free rate issued under this Programme from time to time.

In addition, the manner of adoption or application of risk-free rates in the Eurobond market may differ materially compared with the application and adoption of risk-free rates in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of such reference rates in the bond, loan and derivatives markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of any Notes referencing such risk-free rates.

In particular, investors should be aware that several different methodologies have been used in notes linked to such risk-free rates issued to date and no assurance can be given that any particular methodology, including the compounding formula in the Conditions, will gain widespread market acceptance. In addition, the methodology for determining any overnight rate index used to determine the Rate of Interest in respect of certain Notes could change during the life of such Notes.

Notes referencing risk-free rates may also have no established trading market when issued, and an established trading market may never develop or may not be very liquid. Market terms for debt securities referencing such risk-free rates, such as the spread over the index reflected in interest rate provisions, may evolve over time, and trading prices of such Notes may be lower than those of later-issued indexed debt securities as a result. Investors in such Notes may not be able to sell such Notes at all or may not be able to sell such Notes at prices that will provide them with a yield comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk.

Certain administrators of risk-free rates have published hypothetical and actual historical performance data. Hypothetical data inherently includes assumptions, estimates and approximations and actual historical performance data may be limited in the case of certain risk-free rates. Investors should not rely on hypothetical or actual historical performance data as an indicator of the future performance of such risk-free rates.

Investors should consider these matters when making their investment decision with respect to any Notes which reference SONIA, SONIA Compounded Index, SOFR, SOFR Compounded Index or €STR.

Notes issued as Green Bonds may not be a suitable investment for all investors seeking exposure to green assets.

The Group is considering publishing a "Green Financing Framework" (the "**Framework**") which will align with the Green Bond Principles (June 2021) administered by the International Capital Market Association ("**Green Bond Principles**") and receive a second party opinion (the "**Second Party Opinion**") that assesses the Framework's alignment with the Green Bond Principles. Neither the Framework nor the Second Party Opinion, if published, will form part of this Base Prospectus and will not be incorporated by reference into this Base Prospectus.

The Final Terms relating to any Notes may provide that those Notes are "Green Bonds" and that it will be the Issuer's intention to apply an amount equal to the net proceeds from an offer of those Notes specifically to eligible green projects (the "**Eligible Green Projects**"). Prospective investors should have regard to the information set out in the applicable Final Terms regarding such use of proceeds and must determine for themselves the relevance of such information for the purpose of any investment in such Notes together with any other investigation such investor deems necessary. See also "*Use of Proceeds"* below.

In particular, no assurance is given by the Issuer, the Guarantor or any Dealer that the use of such proceeds for any Eligible Green Project will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental or sustainability impact of any projects or uses, the subject of or related to, any Eligible Green Project. None of the Dealers shall be responsible for (i) any assessment of the Eligible Green Projects, (ii) any verification of whether the Eligible Green Projects fall within an investor's requirements or expectations of a "green", "sustainable" or equivalently-labelled project or (iii) the ongoing monitoring of the use of proceeds in respect of any such Notes.

Furthermore, it should be noted that there is currently no clearly-defined definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, a "green", "sustainable" or an equivalently-labelled project or as to what precise attributes are required for a particular project to be defined as "green", "sustainable" or such other equivalent label and if developed in the future, such Notes may not comply with any such definition or label.

A basis for the determination of such a definition has been established in the EU with the publication in the Official Journal of the EU on 22 June 2020 of Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 (the "**Sustainable Finance Taxonomy Regulation**") on the establishment of a framework to facilitate sustainable investment (the "**EU Sustainable Finance Taxonomy**"). The Sustainable Finance Taxonomy Regulation establishes a single EU-wide classification system, or "taxonomy", which provides companies and investors with a common language for determining which economic activities can be considered environmentally sustainable. On 1 January 2022, the Commission Delegated Regulation (EU) 2021/2139 of 4 June 2021 entered into force, supplementing the Sustainable Finance Taxonomy Regulation by establishing certain technical screening criteria for determining the conditions under which an economic activity qualifies as contributing substantially to climate change mitigation or climate change adaptation and for determining whether that economic activity causes no significant harm to any of the other environmental objectives. The Sustainable Finance Taxonomy Regulation has been and remains subject to amendment by way of the implementation by the European Commission of further delegated acts. Indeed, on 18 January 2026, Commission Delegated Regulation (EU) 2026/73 entered into force, amending and simplifying existing delegated acts. The Sustainable Finance Taxonomy Regulation and these delegated acts may evolve over time with changes to the scope of activities and other amendments to reflect changing policy positions and technological progress, resulting in regular and targeted review of the related screening criteria. Accordingly, alignment of the Green Bonds with the EU Sustainable Finance Taxonomy is not guaranteed.

Further, Regulation (EU) 2023/2631 on European green bonds and optional disclosures for bonds marketed as environmentally sustainable was published in the Official Journal of the European Union on 30 November 2023 (the "**EU Green Bond Regulation**"). The EU Green Bond Regulation, which entered into force on 20 December 2023 and applies from 21 December 2024, introduced a voluntary label (the "**European Green Bond Standard**") for issuers of "green" use of proceeds bonds where the proceeds will be invested in economic activities aligned with the Sustainable Finance Taxonomy. Green Bonds issued under this Programme will not necessarily be aligned with such European Green Bond Standard. It is not clear if the establishment of the European Green Bond Standard and the optional disclosures regime for bonds issued as "environmentally sustainable" under the EU Green Bond Regulation could have an impact on investor demand for, and pricing of, green use of proceeds bonds that do not comply with the requirements of the European Green Bond Standard or the optional disclosures regime. It could result in reduced liquidity or lower demand or could otherwise affect the market price of any Green Bonds issued under this Programme that do not comply with the standards under the EU Green Bond Regulation.

In light of the continuing development of legal, regulatory and market convention in the green and sustainable market, no assurance is or can be given to investors that any projects or uses the subject of, or related to, any Eligible Green Project will meet any or all investor expectations regarding such "green", "sustainable" or other

equivalently-labelled performance objectives or that any adverse environmental and/or other impacts will not occur during the implementation of any projects or uses the subject of, or related to, any Eligible Green Project.

No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of any opinion or certification of any third party (whether or not solicited by the Issuer or the Guarantor) which may be made available in connection with the issue of any Notes and in particular with any Eligible Green Project to fulfil any environmental, sustainability and/or other criteria. For the avoidance of doubt, any such opinion or certification is not, nor shall be deemed to be, incorporated in and/or form part of this Base Prospectus. Any such opinion or certification is not, nor should be deemed to be, a recommendation by the Issuer, the Guarantor or any other person to buy, sell or hold any such Notes. Any such opinion or certification is only current as at the date that opinion was initially issued. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein and/or the provider of such opinion or certification for the purpose of any investment in such Notes. Currently, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight.

In the event that any such Notes are listed or admitted to trading on any dedicated "green", "environmental", "sustainable" or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Issuer, the Guarantor or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental or sustainability impact of any projects or uses, the subject of or related to, any Eligible Green Project. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. Nor is any representation or assurance given or made by the Issuer or any other person that any such listing or admission to trading will be obtained in respect of any such Notes or, if obtained, that any such listing or admission to trading will be maintained during the life of the Notes.

Amounts of interest, principal or other amounts payable for any Notes in respect of which the applicable Final Terms provide that it is the Issuer's intention for the Group to apply an amount equal to the net proceeds from an offer of those Notes specifically to Eligible Green Projects will not be impacted by the performance of any Eligible Green Project funded out of the proceeds of the issue (or amounts equal thereto) of such Notes or by any other Eligible Green Projects or other green or sustainable assets of the Group.

There can be no assurance that the relevant project(s) or use(s) the subject of, or related to, any Eligible Green Project will be capable of being implemented in, or substantially in, such manner and/or in accordance with any timing schedule and that accordingly such proceeds will be totally or partially disbursed for such Eligible Green Project. Nor can there be any assurance that such Eligible Green Project will be completed within any specified period or at all or with the results or outcome (whether or not related to the environment) as originally expected or anticipated by the Issuer or the Guarantor. Any such event or failure by the Issuer or the Guarantor will not (i) give rise to any claim of a Noteholder against the Issuer, the Guarantor, the Arranger or any of the Dealers; (ii) constitute an Event of Default under the Notes or permit the Trustee or any Noteholder to accelerate the Notes or take any other enforcement action against the Issuer or the Guarantor; (iii) lead to an obligation of the Issuer to redeem such Notes or be a relevant factor for the Issuer in determining whether or not to exercise any optional redemption rights in respect of any Notes; or (iv) result in any step-up or increased payments of interest, principal or any other amounts in respect of the Notes, or otherwise affect the Conditions.

Any event or failure to apply an amount equal to the net proceeds of any issue of Notes for any Eligible Green Project as aforesaid and/or withdrawal of any such opinion or certification or any such opinion or certification attesting that the Issuer or the Guarantor or the Group is not complying in whole or in part with any matters for which such opinion or certification is opining or certifying on and/or any such Notes no longer being listed or admitted to trading on any stock exchange or securities market as aforesaid may have a material adverse effect on

the value of such Notes and also potentially the value of any other Notes the proceeds of which are intended to be allocated to an Eligible Green Project and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

Risks related to Notes generally

Set out below is a brief description of certain risks relating to the Notes generally:

Modification, waivers and substitution.

The Trustee may agree, without the consent of the Noteholders, to (i) any modification of any of the Conditions or any of the provisions of the Trust Deed that in the opinion of the Trustee is of a formal, minor or technical nature or is made to correct a manifest error, and (ii) any other modification (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach of any of the Conditions or any of the provisions of the Trust Deed that is in the opinion of the Trustee not materially prejudicial to the interests of the Noteholders.

The Trust Deed also contains provisions permitting the Trustee to agree, subject to such amendment of the Trust Deed and such other conditions as the Trustee may require, but without the consent of the Noteholders, to the substitution of any other company in place of the Issuer or the Guarantor, or of any previous substituted company, as principal debtor or guarantor under the Trust Deed and the Notes. In the case of such a substitution the Trustee may agree, without the consent of the Noteholders, to a change of the law governing the Notes and/or the Trust Deed provided that such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Noteholders.

Change of law.

The Conditions are governed by, and construed in accordance with, English law, save that Condition 1 and Condition 10(a) (and any non-contractual obligations arising therefrom or in connection therewith) shall be governed by, and construed in accordance with, Belgian law. No assurance can be given as to the impact of any possible judicial decision or change to English law or Belgian law or administrative practice after the issue date of the Notes and any such change could materially adversely affect the value of any Notes affected by it.

The transfer of the Notes, any payments made in respect of the Notes and all communications with the Issuer will occur through the NBB-SSS and its participants.

A Noteholder must rely on the rules and operating procedures of the NBB-SSS and its participants to receive payment under the Notes or communications from the Issuer. The Issuer and the Issuing and Paying Agent will have no responsibility or liability for the records relating to, or payments made in respect of, the Notes within, or any other improper functioning of, the NBB-SSS and its participants. In such case, Noteholders should make a claim against the participants in the NBB-SSS, who may make claims against the NBB-SSS. Any such risk may adversely affect the rights and/or return on investment of a Noteholder.

The Issuing and Paying Agent is not required to segregate amounts received by it in respect of Notes cleared through the NBB-SSS.

The Agency Agreement (as defined in the Terms and Conditions of the Notes) provides that the Issuing and Paying Agent (as defined in the Terms and Conditions of the Notes) will debit the relevant account of the Issuer and use such funds to make payment to the Noteholders.

The Agency Agreement also provides that the Issuing and Paying Agent will, after receipt by it of the relevant amounts, pay to the Noteholders, directly or through the NBB-SSS, any amounts due in respect of the Notes. However, the Issuing and Paying Agent is not required to segregate any such amounts received by it in respect of the Notes, and in the event that the Issuing and Paying Agent were subject to insolvency proceedings at any time when it held any such amounts, the Issuer would be required to claim such amounts from the Issuing and Paying

Agent in accordance with applicable insolvency laws and may not be able to recover all or part of such amounts. This may impact the Issuer's ability to meet its obligations under the Notes.

Payments of additional amounts are subject to exceptions and may not be enforceable.

Although the Conditions provide, in certain circumstances, for the payment of additional amounts by the Issuer or the Guarantor, as the case may be, if it becomes obligated by law to make any withholding or tax deduction in respect of any interest payable by it in respect of the Notes or the Guarantee, as applicable, the obligation to pay such additional amounts is subject to certain exceptions. Under Swiss law, an agreement to pay additional amounts for the deduction of Swiss withholding tax may not be valid and, thus, may prejudice the validity and enforceability of anything to the contrary contained in the Notes, the Guarantee or any other document or agreement.

Limited tax gross-up protection for Eligible Investors.

Potential investors should be aware that if the Issuer, the Guarantor, the NBB, any Paying Agent or any other person is required to make any withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatever nature in respect of any payment in respect of the Notes, then the Issuer, Guarantor, the NBB, any Paying Agent or that other person shall make such payment after such withholding or deduction has been made and will account to the relevant authorities for the amount so required to be withheld or deducted.

The Issuer will pay such additional amounts as may be necessary in order that the net payment received by each holder of the Notes, after withholding for any taxes imposed by tax authorities in the Kingdom of Belgium or Switzerland upon payments made by or on behalf of the Issuer in respect of the Notes, will equal the amount which would have been received in the absence of any such withholding taxes, except that no such additional amounts shall be payable in respect of any Notes in the circumstances described in Conditions 7(i) to (v) (inclusive).

The tax treatment of the Notes with respect to Swiss withholding tax.

The Swiss withholding taxation laws impose a 35 per cent. withholding tax on interest payments on bonds issued (i) by an issuer resident in Switzerland for Swiss withholding taxation purposes, or (ii) by a non-Swiss member of a group with the parental guarantee of a Swiss member of the group if the aggregate amount of proceeds from the issuance of all outstanding debt instruments issued by a non-Swiss member of the group with the parental guarantee of a Swiss member of the group that is being applied by any member of the group in Switzerland exceeds the amount that is permissible under the Swiss withholding taxation laws (or any payments under the parental guarantee in respect thereof).

So long as any Notes are outstanding, the Group will ensure that (i) the Issuer will have its domicile and place of effective management outside Switzerland, and (ii) the aggregate amount of proceeds from the issuance of all outstanding debt instruments issued by a non-Swiss member of the Group with the parental guarantee of a Swiss member of the Group (including the Notes) that is being applied by any member of the Group in Switzerland does not exceed the amount that is permissible under the taxation laws in effect at such time in Switzerland without subjecting interest payments due under the Notes (or any payments under the Guarantee in respect thereof) to Swiss federal withholding tax.

The holders of Notes should be aware that, although the terms of the Notes provide that, in the event of any withholding or deduction on account of Swiss tax being required by Swiss law, the Issuer or the Guarantor, as the case may be, shall, subject to certain exceptions, pay additional amounts so that the net amount received by the holders of the Notes shall equal the amount which would have been received by such holder in the absence of such withholding or deduction, such obligation may contravene Swiss legislation and be null and void and not enforceable in Switzerland. (See also above under "*—Payments of additional amounts are subject to exceptions and may not be enforceable*").

The tax treatment of the Notes with respect to Swiss withholding tax may change if the Swiss withholding tax system were reformed.

In 2022, a new draft legislation that would have provided for the abolition of Swiss withholding tax on interest payments on bonds was rejected in a public referendum vote. Prior to this draft legislation, the Swiss Federal Council had in 2017 initiated a reform of the Swiss withholding tax system for interest payments on notes which provided for, among other things, a replacement of the current debtor-based regime applicable to interest payments with a paying agent-based regime for Swiss withholding tax. This paying agent-based regime was intended to (i) subject all interest payments made by paying agents in Switzerland to individuals resident in Switzerland to Swiss withholding tax and (ii) exempt from Swiss withholding tax interest payments to all other persons, including to Swiss domiciled legal entities and foreign investors (other than for indirect interest payments via foreign and domestic collective investments vehicles). While this reform had been abolished before being submitted to parliament (after a negative outcome in the consultation on the draft legislation) and there are currently no indications for such reform to be revived, if such a new paying agent-based regime were to be enacted and were to result in the deduction or withholding of Swiss withholding tax on any interest payments in respect of a Note by any person other than the Issuer or the Guarantor, the holder would not be entitled to receive any additional amounts as a result of such deduction or withholding under the terms of the Notes.

Risks related to the market generally

Set out below is a brief description of certain market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

The secondary market generally.

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be liquid. If a Tranche of Notes is issued to a single investor or a limited number of investors, this may result in an even more illiquid or volatile market in such Notes. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, and are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes.

The market prices of the Notes may be volatile.

The market prices of the Notes will depend on many factors that may vary over time and some of which are beyond the Issuer's control, including the Issuer's and Guarantor's respective financial performances, the amount of indebtedness the Guarantor and its subsidiaries on a consolidated basis have outstanding, market interest rates, the market for similar securities, competition and general economic, political or regulatory conditions. As a result of these factors, investors may only be able to sell their Notes at prices below those investors believe to be appropriate, including prices below the price the investors have paid for them.

Exchange rate risks and exchange controls.

The Issuer will pay principal and interest on the Notes and the Guarantor (if applicable) will make any payments under the Guarantee in the Specified Currency. 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 the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency 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 the Specified Currency would decrease (1) the

Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency-equivalent value of the principal payable on the Notes and (3) the Investor's Currency-equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate or the ability of the Issuer or the Guarantor to make payments in respect of the Notes. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Interest rate risks.

The Issuer may issue Notes under the Programme which pay a fixed Rate of Interest. Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of Fixed Rate Notes.

Credit ratings may not reflect all risks.

One or more independent credit rating agencies may assign credit ratings to an issue of Notes, the Guarantor and/or the Issuer. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes in the EEA, unless such ratings are issued by a credit rating agency established in the EEA and registered under the CRA Regulation (and such registration has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). Such general restriction will also apply in the case of credit ratings issued by third country non-EEA credit rating agencies, unless the relevant credit ratings are endorsed by an EEA-registered credit rating agency or the relevant third country rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). The list of registered and certified rating agencies published by ESMA on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated list by ESMA.

Investors regulated in the UK are subject to similar restrictions under the CRA Regulation as it forms part of domestic law of the UK by virtue of the EUWA (the "**UK CRA Regulation**"). As such, UK regulated investors are required to use for UK regulatory purposes ratings issued by a credit rating agency established in the UK and registered under the UK CRA Regulation. In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a) endorsed by a UK registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation. Note this is subject, in each case, to (a) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (b) transitional provisions that apply in certain circumstances.

If the status of the rating agency rating the Notes changes for the purposes of the CRA Regulation or the UK CRA Regulation, relevant regulated investors may no longer be able to use the rating for regulatory purposes in the EEA or the UK, as applicable, and the Notes may have a different regulatory treatment, which may impact the value of the Notes and their liquidity in the secondary market. Certain information with respect to the credit rating agencies and ratings of the Notes, if applicable, will be set out in the applicable Final Terms.

Legal investment considerations may restrict certain investments.

The Notes may not be a suitable investment for all investors. The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each prospective investor should consult its legal advisers to determine whether and to what extent: (i) the Notes are lawful investments for it; (ii) the Notes can be used as collateral for various types of borrowing; and (iii) other restrictions

apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules. The treatment of the Notes under such investment laws and regulations may impact the value of the Notes and their liquidity in the secondary market.

DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with the following:

1. the audited financial statements of the Issuer for the financial year ended 31 December 2024, which were prepared in accordance with Belgian GAAP, together with the independent statutory auditor's report thereon, and the annual report of the board of directors (which are available at *https://www.lonza.com/-/media/Lonza/Lonzacom/investor-relations/files/Lonza-Finance-International-NV-2024-financial-statement*):

The below page numbers refer to the Issuer's financial statements and independent statutory auditor's report for the year ended 31 December 2024

Financial statements .....page 1

Balance sheet .....pages 6-9

Income statement.....pages 10-11

Accounting policies and explanatory notes.....pages 13-33

Statutory auditor's report .....pages 36-40

2. the audited financial statements of the Issuer for the financial year ended 31 December 2023, which were prepared in accordance with Belgian GAAP, together with the independent statutory auditor's report thereon, and the annual report of the board of directors (which are available at *https://dam.lonza.com/dmm3bwsv3/assetstream.aspx?assetid=24131&mediaformatid=10061&destinationid=10016&cat=Corporate+Brand*):

The below page numbers refer to the Issuer's financial statements and independent statutory auditor's report for the year ended 31 December 2023

Financial statements .....page 1

Balance sheet .....pages 6-9

Income statement.....pages 10-11

Accounting policies and explanatory notes.....pages 13-33

Statutory auditor's report .....pages 36-40

3. the following sections of the Group's annual report and account for the year ended 31 December 2025 (the "**2025 Annual Report**") (which report is available at *https://www.lonza.com/investor-relations/-/media/82B3863F7FCA486687FB0AE095FB5DF9*):

The below page numbers refer to the Group's 2025 Annual Report

Letter from the Chair .....page 6

4. the audited consolidated financial statements of the Group for the financial year ended 31 December 2025, together with the independent statutory auditor's report thereon, which appear on pages 63-147 of the Group's annual report and accounts for the year ended 31 December 2025 (the "**2025 Financial Statements**") (which report is available at *https://www.lonza.com/investor-relations/-/media/82B3863F7FCA486687FB0AE095FB5DF9*):

The below page numbers refer to the Group's annual report and accounts for the year ended 31 December 2025

5. the audited consolidated financial statements of the Group for the financial year ended 31 December 2024, together with the independent statutory auditor's report thereon, which appear on pages 64-147 of the Group's annual report and accounts for the year ended 31 December 2024 (the "**2024 Financial Statements**") (which report is available at *https://www.lonza.com/annualreport/2024/documents/Lonza%20Annual%20Report%202024.pdf*):

The below page numbers refer to the Group's annual report and accounts for the year ended 31 December 2024

[2] Excluding, at page 40, the table titled "*Financial Performance in Full-Year 2025*"

[3] Excluding, at page 46, the table titled "*Financial Performance in Full-Year 2025*"

[4] Excluding, at page 52, the table titled "*Financial Performance in Full-Year 2025*"

[5] Excluding at page 58, the table titled "*Financial Performance in Full-Year 2025*"

Financial statements (section heading) .....page 63

Consolidated balance sheet .....pages 64-65

Consolidated income statement .....page 66

Consolidated statement of comprehensive income .....page 67

Consolidated cash flow statement .....pages 68-69

Consolidated statement of changes in equity .....page 70

Notes to the consolidated financial statements .....pages 71-141

Statutory auditor's report .....pages 142-147

6. the "Terms and Conditions of the Notes" section on pages 60-105 (inclusive) of the base prospectus dated 5 April 2024 in respect of the Programme (which is available at *YM3hTaFn51rw2b3aAvoy.pdf*).

7. the "Terms and Conditions of the Notes" section on pages 58-103 (inclusive) of the base prospectus dated 28 April 2023 in respect of the Programme (which is available at *oZLp7Z9iidiFmBz5eqec.pdf*).

together, the "**Documents Incorporated by Reference**".

The Documents Incorporated by Reference have been previously published or are published simultaneously with this Base Prospectus and have been approved by the CSSF or filed with it. The Documents Incorporated by Reference shall be incorporated in and form part of this Base Prospectus, save that any statement contained in a Document Incorporated by Reference shall be modified or superseded for the purpose of this Base Prospectus 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 Base Prospectus. Those parts of the Documents Incorporated by Reference which are not specifically incorporated by reference in this Base Prospectus are either not relevant for prospective investors in the Notes or the relevant information is included elsewhere in this Base Prospectus. Any documents themselves incorporated by reference in the Documents Incorporated by Reference shall not form part of this Base Prospectus.

The Documents Incorporated by Reference may be obtained (without charge) from the Issuer's website at *https://www.lonza.com* and the website of the Luxembourg Stock Exchange at *https://www.luxse.com*.

Future financial information

In accordance with Article 19(1b) of the Prospectus Regulation, within a period of twelve months from the date of this Base Prospectus, the following information shall be incorporated in, and form part of, this Base Prospectus as and when such information is published electronically on the website of the Issuer at (i) *https://www.lonza.com/investor-relations/reporting-center* for information contained in any future annual report published by the Group and (ii) *https://www.lonza.com/investor-relations/reporting-center* for information contained in any future interim report published by the Group (as further described below):

8. the information set out in the following sections (or equivalent, and in any order) of any future annual report published by the Group after the date of this Base Prospectus, including the auditor's report and audited consolidated financial statements of the Group:

   Consolidated balance sheet

   Consolidated income statement

   Consolidated statement of comprehensive income

   Consolidated cash flow statement

Consolidated statement of changes in equity

Notes to the consolidated financial statements

Statutory auditor's report

9. the information set out in the following sections (or equivalent, and in any order) of any future interim report published by the Group after the date of this Base Prospectus, including the unaudited condensed consolidated financial statements of the Group:

Financial Highlights for the Six Months Ended 30 June

Condensed Financial Statements

Selected Explanatory Notes

Information incorporated by reference pursuant to Article 19(1b) of the Prospectus Regulation shall, to the extent applicable, be deemed to modify or supersede statements contained in this Base Prospectus.

DESCRIPTION OF THE ISSUER

1. General Information

Lonza Finance International NV (the "**Issuer**") is a limited liability company (*société anonyme/naamloze vennootschap*) incorporated under the laws of the Kingdom of Belgium on 18 October 2019 for an unlimited duration and registered on 22 October 2019 with the Belgian Crossroads Bank for Enterprises under number 0736.673.428 (RPR-RPM, Liège, division Verviers).

The address of the Issuer's statutory office is Avenue des Biolleux, 14, Parc Industriel de Petit-Rechain, Verviers 4800, Belgium (telephone: +32 (0) 87-32-16-11).

The financial year of the Issuer ends currently on 31 December of each calendar year.

Lonza Finance International NV is the Issuer's legal and commercial name.

2. Principal Activities and Purpose

The Issuer is a finance vehicle. The principal activity of the Issuer is to finance the business operations of the Group by incurring financial indebtedness (including by issuing the Notes) and on-lending the proceeds thereof to or for the benefit of members of the Group. On 4 September 2024, the Issuer issued €600,000,000 3.250 per cent. fixed rate notes due 2030 and €600,000,000 3.500 per cent. fixed rate notes due 2034 under the Programme, at an issue price of 99.448 per cent. and 98.361 per cent. respectively. The net proceeds of the issuance (€595,038,000 in respect of the notes due 2030 and €588,216,000 in respect of the notes due 2034) were on lent to the Guarantor for general corporate purposes, which includes the refinancing of existing debt and the financing of acquisitions.

On 24 April 2024, the Issuer issued €1,000,000,000 3.875 per cent. fixed rate notes due 2036 under the Programme at an issue price of 98.715 per cent. The net proceeds of that issuance (€983,650,000) were on lent to the Guarantor for the purpose of refinancing existing debt and for general corporate purposes. No Notes were issued under the Programme during the financial year ended 31 December 2025.

Pursuant to article 3 of the articles of association of the Issuer dated 8 November 2019, the object of the Issuer is as follows (unofficial English translation):

"*The purpose of the company is financing and the provision of services, in particular within the companies of Lonza Group AG, and the participation in domestic and foreign industrial and commercial companies. The company may also acquire and administer real estate and immaterial rights.*

The company has also as its object:

a) exclusively in its own name and for its own account: the construction, development and management of real estate; all actions, within or outside the VAT system, regarding its properties and real estate, such as the purchase, sale, construction, renovation, planning, rent and lease, exchange, parcelling and, in general, all actions that are directly or indirectly linked with the management or exploitation of property rights or real estate;

b) exclusively in its own name and for its own account: the establishment, the competent development and the management of movable assets, all the actions related to its movable property, of every kind, such as the sale and the purchase, the rent and the lease, the exchange, and in particular the management and the valuation of all negotiable goods, shares, bonds, government funds;

c) exclusively in its own name and for its own account: borrow and grant loans, credits, financing and the negotiation of leasing contracts, in the framework of the objectives described above.

The company may grant security to secure its own obligations or to secure obligations of third parties, by amongst other things mortgage or pledge its goods, including the own business. It may act as a guarantor or provide

collateral for the benefit of companies or individuals, in the broadest sense.

The company may in general carry out all commercial, industrial, financial, movable and immovable transactions which directly or indirectly relate to its object or which could partially or wholly facilitate the achievement thereof.

It may take interests through association, contribution, merger, financial intervention or in any other way, in all companies, associations or companies with an identical, concurrent or coherent object as its own object, or which may be of a beneficial nature for the development of its business or form a source of sales.

It can perform the functions of a director or liquidator in other companies.

In the event that the performance of certain acts would be subject to prior conditions for access to the profession, the company will make its action with regard to the performance of these acts subject to the fulfilment of these conditions."

3. Organisational Structure and Dependence

The Issuer is a direct and wholly-owned subsidiary of Lonza Sales Ltd. The Issuer has no subsidiaries. The Issuer is dependent on the Guarantor and/or other members of the Group to, among other things, meet the Issuer's cash flow requirements. In particular, the Issuer is reliant on receiving funds from the Guarantor and/or other members of the Group to enable the Issuer to service principal and interest payments in respect of its finance obligations.

4. Management

The Issuer has 5 directors: Christine Schmetz, Benjamin Decaluwé, Daniel Blaettler, Caroline Hoogsteyns and Matthias Wagner. The business address of each of the directors is the statutory office of the Issuer. Caroline Hoogsteyns is an independent director.

The Issuer is not aware of any potential conflicts of interest between the duties to the Issuer of the directors stated above and their private interests or other duties.

There are no activities performed by the directors of the Issuer outside their role as directors of the Issuer which are significant with respect to the Issuer.

The board of directors of the Issuer has an audit committee (*audit comité / comité d'audit*) within the meaning of Article 7:99 of the Code, comprising of Caroline Hoogsteyns, Benjamin Decaluwé and Matthias Wagner. The primary responsibilities of the audit committee are to (a) monitor the Issuer's financial reporting process and its statutory and internal audits, and (b) at relevant times, propose to the board of directors, candidate(s) to be appointed or reappointed as the Issuer's statutory auditor.

5. Independent Statutory Auditors

The financial statements of the Issuer as at and for the financial year ended 31 December 2024, incorporated by reference in this Base Prospectus, have been audited in accordance with the International Standards on Auditing as adopted in Belgium, by Deloitte Bedrijfsrevisoren BV, independent statutory auditors of the Issuer with their address at Gateway building, Luchthaven Brussel Nationaal 1 J 1930 Zaventem, Belgium, which are registered with the Belgian Institute of Registered Auditors under number B00025.

The financial statements of the Issuer as at and for the financial year ended 31 December 2023, incorporated by reference in this Base Prospectus, have been audited in accordance with the International Standards on Auditing as adopted in Belgium, by KPMG Bedrijfsrevisoren BV, previous independent statutory auditors of the Issuer, with their address at Luchthaven Brussel Nationaal 1K, 1930 Zaventem, Belgium, which are registered with the Belgian Institute of Registered Auditors under number B00001.

6. Share Capital

As at 31 December 2024, the issued share capital of the Issuer amounts to €43,061,500 divided into 43,061,500 registered shares without nominal value, representing each an equal part of the capital, which are all held by the Guarantor. The capital is fully issued and paid-up. The Issuer does not have unissued capital.

DESCRIPTION OF THE GUARANTOR

1. General Information

Legal Form, Legislation, Incorporation, Founder, Register, Duration, Registered Office, Head Office, Name

Lonza Group AG (also known as Lonza Group Ltd) (the "**Guarantor**") is a stock corporation *(Aktiengesellschaft)* organised under the laws of Switzerland in accordance with articles 620 et seqq. Code of Obligations. The Guarantor was founded under the name of Axera AG in the Commercial Register of Zurich on 16 March 1999. As of 16 August 1999, it changed its name to Lonza Group Ltd. On 27 March 2002, the Guarantor was registered with the Commercial Register of Basel-City (register number CH-020.3.021.634-0) and is now registered under the register number CHE-106.841.866. Neither the Guarantor's articles of association (the "**Guarantor's Articles of Association**") nor the operation of law limit the duration of the Guarantor.

The registered and head office of the Guarantor is at Münchensteinerstrasse 38, 4052 Basel, Switzerland (telephone: +41 61 316 8111).

Lonza Group AG operates under the commercial name of "Lonza".

Purpose and Financial Year

The principal purpose of the Guarantor is set out in article 2 of the Guarantor's Articles of Association (in effect at the date of this Base Prospectus):

"[1] The purpose of the Company is to directly or indirectly invest in, finance, sell domestic and foreign companies of any kind, especially in the field of health care, and related fields, as well as engaging in all commercial, financial and other activities appropriate or of purpose to such interests. The Company may also engage directly in the above mentioned business fields.

[2] The Company may, subject to legal provisions, extend its activities to other fields which are directly or indirectly related to its purpose.

[3] The Company may establish or invest in branches and subsidiaries in Switzerland and abroad and conduct all business and enter into any agreements that are directly or indirectly related to its purpose. The Company may acquire, encumber, sell and manage real estate and other tangible and intangible assets in Switzerland and abroad. It may also provide financing for its own or a third-party's account, as well as issue guarantees and suretyships and provide collateral for the liabilities of subsidiaries and third parties."

The financial year of the Guarantor ends currently on 31 December of each calendar year.

Rating of the Guarantor

As at the date of this Base Prospectus, the Guarantor's senior long term debt obligations have been rated "BBB+" (outlook: stable) by S&P Global Ratings Europe Limited.

S&P Global Ratings Europe Limited is established in the EU and is registered under Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies (as amended by Regulation (EU) No. 513/2011 and Regulation (EU) No 462/2013), as it appears on the list published by the European Securities and Markets Authority on its website *(https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation)* as last updated on 10 July 2024. No information from any such website is deemed to be incorporated in or forms part of this Base Prospectus. The Issuer and the Guarantor do not take any responsibility for the information contained on any such website.

2. Business Overview of the Guarantor and the Group

Principal Activities

Business Overview

Lonza is one of the world's largest CDMOs dedicated to serving pharma and biotech companies in the healthcare industry. Lonza supports its customers in bringing life-saving and life-enhancing treatments to patients worldwide with a combination of cutting-edge science, smart technology and lean manufacturing.

Lonza derives its revenue primarily from supply agreements with pharmaceutical and biotech customers, through 'Contract Development and Manufacturing' (including related services and licences) and sale of products. Lonza typically provides products/manufacturing services by supporting customers' research activities as well as the whole life cycle of a customer product from development of a drug substance to commercial supply.

Founded in 1897 in the Swiss Alps, Lonza operates across five continents. With around 20,000 full-time equivalent employees (as at the end of 2025), it comprises high-performing teams and individual talent that make a meaningful difference to its own business, as well as to the communities in which it operates. Lonza's business benefits from global supply chains, but it has worked to maintain the agility to address marketplace needs on a local level.

Lonza's business is structured to meet its customers' complex needs. The Group was previously structured across four operating segments: (i) Biologics; (ii) Small Molecules; (iii) Cell & Gene; and (iv) Capsules & Health Ingredients (see below). In December 2024, Lonza announced a new organisational structure which became operational from 1 April 2025. There are now three integrated business platforms: (i) Integrated Biologics, (ii) Advanced Synthesis; and (iii) Specialized Modalities. Capsules & Health Ingredients operates as an independent business until its planned divestiture, which was initiated in 2025 and expected to close in the second half of 2026 (the CHI Exit) (see "*The new operating model*" sub-section below).

As at the end of 2025, the Group has more than 30 global development and manufacturing sites. In the financial year ended 31 December 2025, Lonza generated:

- sales of CHF 6,531 million (compared with CHF 5,480 million[6] in 2024);
- CORE Adjusted EBITDA of CHF 2,064 million (compared with CHF 1,653 million[7] in 2024); and
- CORE Adjusted EBITDA Margin of 31.6 per cent. (compared with 30.2 per cent. in 2024[8]).

The Group has also continued its accelerated investment programme to support future growth. In 2025, total capital expenditure ("**CAPEX**") was CHF 1,373 million or 18 per cent. of sales (compared with CHF 1,417 million or 22 per cent. of sales in 2024), of which around 60 per cent. was deployed for growth projects.[9]

See "*Alternative Performance Measures"* for an explanation of Lonza's CORE results and other financial metrics (including CAPEX) used by the Group.

Operating Segments

The new operating model

In December 2024, Lonza announced a new organisational structure, and this simplified and streamlined operating model designed to support its One Lonza vision and strategy, centred around the Lonza Engine, was implemented

[6] Restated to reflect the classification of the Capsules & Health Ingredients business as discontinued operations.
[7] Restated to reflect the classification of the Capsules & Health Ingredients business as discontinued operations.
[8] Restated to reflect the classification of the Capsules & Health Ingredients business as discontinued operations.
[9] CAPEX figures for 2024 and 2025 represent the total Group, including the Capsules & Health Ingredients business that is reclassified as discontinued operations.

with effect on 1 April 2025.

The Lonza Engine comprises five key components including: high performance teams; a leading scientific, technological and digital ecosystem; unparalleled customer partnerships; end-to-end execution excellence; and plug-and-play investment and integration capabilities. The simplified One Lonza organization has been designed to enhance customer experience, provide scalability for future growth and strengthen Lonza's multimodality offering.

As from 1 April 2025, Lonza's activities have been organised in the following three CDMO Business Platforms: (i) Integrated Biologics, (ii) Advanced Synthesis; and (iii) Specialized Modalities. Within the new organisational structure, the business unit layer has been removed, and the three business platforms directly manage multiple Technology Platforms. More than 90 per cent. of the innovative clinical pipeline is accessible by Lonza's Technology Platforms. The Capsules & Health Ingredients business continues to operate in its existing structure until its planned divestiture during 2026. On 6 March 2026 Lonza signed an agreement to divest the Capsules & Health Ingredients business with the transaction expected to close in the second half of 2026. See the section titled "*Recent Developments*" for further information on the CHI Exit.

Integrated Biologics advances Lonza's best-in-class integrated offerings and comprises two Technology Platforms: Mammalian and Drug Product. Advanced Synthesis combines leading hybrid chemistry and biology solutions and comprises two Technology Platforms: Small Molecules and Bioconjugates. Specialized Modalities operates at the forefront of emerging and established technologies - spanning Cell & Gene, mRNA, Microbial, and Bioscience – to help pioneer customer's breakthrough medicines.

Integrated Biologics

The Integrated Biologics Business Platform helps to accelerate and de-risk the path to market with best-in-class, end-to-end offerings – from clinical development to drug substance and drug product manufacturing. Integrated Biologics comprises two Technology Platforms: Mammalian and Drug Product.

In the financial year ended 31 December 2025, the Integrated Biologics segment generated sales of CHF 3,649 million. Lonza's Integrated Biologics Platform has one of the most complete offerings across technologies and scales, alongside a wide range of services including regulatory support. It offers services to a broad spectrum of customers, from small biotech to large pharmaceutical companies.

Mammalian is a critical manufacturing technology for the pharma and biotech industry and Lonza's largest network. With an established track record of more than 30 years' of experience in manufacturing mammalian cell culture, Lonza provides a full spectrum of mammalian development and manufacturing services for all molecule types.

Lonza's extensive mammalian manufacturing capacities include small-scale, single-use systems to mid-scale and large-scale stainless steel assets. Highly advanced cGMP multi-product facilities are located in a global network across the U.S., Europe and Asia, allowing Lonza to offer its customers phase-appropriate capacity and respond to the increasing need for regional manufacturing hubs. In 2025, Lonza continued to expand and upgrade key facilities within its Integrated Biologics network. Lonza ramped-up its new 20,000L assets in Visp (CH) to support customers seeking large-scale manufacturing. The site consolidates demand across stages at a single site, from clinic development to launch and scale-up, with 1,000L, 2,000L and 20,000L bioreactors. In addition, in Portsmouth, NH (U.S.), Lonza's new 2,000L asset produced its first Process Performance Qualification batches, demonstrating that the asset's defined process consistently delivers product that meets required quality, safety, and regulatory standards. A further expansion of this asset, initiated in early 2025 and advancing according to plan, adds two additional 2,000L bioreactors and an additional downstream area. Construction is underway for Lonza's new commercial large-scale fill-finish facility in Stein (Switzerland), which will enable Lonza to provide customers with commercial-scale supply of pharmaceutical products in varying formats, including vials and

syringes.

The manufacturing facility in Vacaville, CA (U.S.) is one of the largest biologics manufacturing sites in the world by volume and is one of the most versatile sites in Lonza's portfolio. Since the acquisition of the Vacaville facility in October 2024, Vacaville's integration into Lonza has progressed in line with plan. The site comprises both mid-scale (12,000L) and large-scale (25,000L) bioreactors, enabling flexible, multi-product campaign manufacturing. Customer interest in the facility remained strong in 2025, with several customer contracts signed, multiple customer negotiations ongoing and further signings expected in the year ahead. Lonza plans to invest approximately CHF 500 million to upgrade the Vacaville facility, which is already approved for cGMP production by the FDA and European Medicine Agency, and enhance capabilities to satisfy demand for the next generation of mammalian biologics therapies. The first phase of capital expenditure is progressing as planned with additional investment to follow in the next two to three years.

Lonza's Drug Product Services Technology Platform provides fully integrated, phase-appropriate solutions to drug product development and manufacturing. It addresses formulation, process design, and primary packaging. Lonza's approach helps its customers to bring a drug product to market. Furthermore, Lonza supports customers in addressing various challenges across formulation, analytical, process development, and drug product manufacturing. In the last five years, Lonza has expanded from drug product development services into clinical and commercial fill and finish. Following Swissmedic approval for Lonza's new aseptic drug product filling line in Stein (CH) in October 2025, Lonza can support its customers with filling services for highly potent molecules.

Lonza's licensing business manages access to the Group's intellectual property to allow companies to develop new therapeutics to leverage proven technologies for development of new therapeutics. Lonza's evolving intellectual property offering spans multiple modalities. Built on more than 35 years of continuous innovation, Lonza's GS® gene expression system is a core component of a more comprehensive set of expression technology solutions that span diverse therapeutic modalities. Lonza serves more than 400 active licensing customers and more than 190 prospective licensees under research evaluation agreements. More than 100 approved therapeutics contain Lonza's out-licensed IP. To better support early-stage customers across the biologics network, Lonza's Early Development Services team is now centralised within its licensing business unit, enabling improved support for early stage, pre-clinical customers with a complete end-to-end service solutions across all modalities.

In 2025, the Integrated Biologics Platform continued to deliver a solid performance with a 32.2 per cent. increase in sales on the prior year. Growth was mainly driven by strong performance in the Mammalian portfolio supported by both commercial and clinical small scale programmes alongside maturing long term growth projects. Across the Integrated Biologics Platform, contracting volumes remained high, underscoring sustained market interest and Lonza's strategic position in end-to-end biologics development and manufacturing.

Advanced Synthesis

Lonza's Advanced Synthesis platform combines leading hybrid chemistry and biology solutions to manufacture anti-body drug conjugates ("**ADCs**") and other bioconjugates, small molecules and highly potent APIs. Advanced Synthesis comprises two Technology Platforms – Bioconjugates and Small Molecules.

Bioconjugates: Lonza develops and produces all ADC components as part of its integrated offering, spanning drug substance and drug product manufacture for early clinical and commercial supply. Since 2006, Lonza has produced more than 1,400 cGMP batches for more than 70 programmes. Lonza's production capacity is increasing with new assets coming online, leading to almost 400 batches in 2025. Lonza's position was strengthened by the integration of Synaffix and its leading GlycoConnect^{TM} platform into its offering.

In 2024, Lonza completed an expansion of its large-scale mammalian facility in Visp (Switzerland) to add development and manufacturing capacity for its bioconjugates business. The Visp facility, with its proprietary XS

TechnologiesR expression systems, state-of-the-art development labs, and GMP manufacturing scales spanning from 70 litres to 15,000 litres (including a new mid-scale production facility), enables Lonza to offer services that meet its customers' needs across the entire product lifecycle. Its expansion will provide additional manufacturing capacity for launch and commercial supply to meet growing market demand. Lonza's offering aims to provide a seamless end-to-end solution for drug developers and support the advancing and commercialising of ADCs to benefit patients worldwide.

Small Molecules: the Small Molecules Technology Platform helps customers develop and manufacture innovative small molecules with a focus on drug substance (including payload linkers and complex chemistry) and particle engineering. Lonza's Drug Substance services relate to the development and manufacture of APIs. Most drug substances are poorly soluble and require enabling technologies, such as spray drying, to achieve sufficient bioavailability. Lonza has extensive expertise in addressing these development and manufacturing challenges. Lonza helps customers address solubility and bioavailability challenges through its capabilities in spray drying for the production of stable and readily soluble spray-dried dispersions. Lonza's site in Bend (U.S.) utilises proprietary and phase-appropriate processing equipment and extensive drug delivery experience to help Lonza's customers reach their target product profiles.

In 2025, the Advanced Synthesis Platform reported sales growth of 22.4 per cent. compared to the prior year at a strong CORE EBITDA margin of 41.8 per cent, driven by successful growth project ramp-ups and the signing of a large multi-year small molecules commercial drug substance supply agreement. Strong operational performance was supported by Lonza's portfolio of complex small molecules, including highly-potent APIs.

Specialized Modalities

The Specialized Modalities Platform provides comprehensive solutions that facilitate the accelerated development, manufacturing and commercialisation of life-changing treatments. The Specialized Modalities platform brings together four Technology Platforms: (i) Cell & Gene; (ii) Microbial; (iii) mRNA; and (iv) Bioscience.

Cell & Gene: with more than two decades of experience, Lonza has established a leading global position in contract development and manufacturing for cell and gene therapy. Lonza's capabilities span a broad range of modalities, including cell and gene therapy, exosome-based therapies, induced pluripotent stem cells, mesenchymal stem cells, natural killer cells and other allogeneic platforms. Furthermore, Lonza offers autologous chimeric antigen receptor T-cell, tumor-infiltrating lymphocyte, hematopoietic stem cell, T-cell receptor, and regulatory T-cell gene therapies, alongside viral vectors such as adeno-associated viruses and lentiviral vectors (LVVs).

mRNA: during the Covid-19 pandemic, Lonza undertook the large-scale commercial manufacture of mRNA medicines in record time, demonstrating its ability to adopt and manufacture new technologies at speed and scale. As mRNA expands across therapeutic areas, Lonza continues to invest in early-stage innovation. Lonza's mRNA and lipid nano-particle manufacturing complex in Geleen (NL) supports IND-enabling, clinical, and small-scale commercial production. The facility includes process and analytical development, cGMP manufacturing, and quality control services for mRNA and LNP-based medicines. By combining scientific depth with integrated capabilities, Lonza help customers advance confidently and efficiently towards the clinic.

Microbial: with eight commercial licenses and expertise in large-scale complex protein and vaccine production, Lonza's Microbial Technology Platform is a leader in late-phase and commercial supply for customers looking for quality and reliability. In 2025, Lonza celebrated its 40th anniversary of working in the microbial space, building on a legacy of bioprocess innovation with more than 70 GMP technology transfers into Lonza. With its proprietary XS Technologies® expression system and GMP manufacturing scales spanning from 70L to 15,000L, the facility in Visp (CH) offers services that meet its customers' needs across the entire product lifecycle.

In 2025 Lonza secured short- and long-term commercial contracts, including commitments at the 70L and 1,000L scales extending into 2027 and completed the upgrade and expansion of its mid-scale 4,000L facility in Visp (CH). Lonza's microbial business unit is a leader in late-phase and commercial supply and has a proven track record of delivering commercial supply.

Bioscience: Lonza has a strong portfolio of products and services that support the growth of the biologics, small molecule and cell and gene markets. Lonza's Bioscience products and services range from cell culture and discovery technologies for research to cell culture media, quality control tests, and biomanufacturing software solutions.

In 2025, the Specialized Modalities Platform reported a sales decline of 3.0 per cent. compared to the prior year. This was driven by an expansion and strengthening of the Bioscience portfolio and offset by a softer performance in Cell & Gene and phasing in the Microbial business.

In 2026, the Bioscience business completed the acquisition of Redberry SAS, a company specialised in rapid microbiology testing solutions using solidphasecytometry technology. The acquisition includes Redberry's Red One ™ platform, which enables faster sterility and bioburdening testing, significantly reducing testing time from fourteen days to four. The agreement supports Lonza's commitment to providing scalable, automated quality control solutions for biologics and cell gene therapies.

Capsules & Health Ingredients

The Capsules & Health Ingredients business offers high-quality capsules, formulation development, encapsulation technologies, and oral solid dose manufacturing services to the global pharmaceutical and nutraceutical markets supporting more than 7,000 customers.

The business is comprised of four core businesses: (i) Hard Empty Capsules; (ii) Dosage Form Solutions ("**DFS Business**"); (iii) Global Pharma Solutions; and (iv) Active Lifestyle Health Ingredients.

Lonza has a global capsule manufacturing capacity, with the capability to produce billions of capsules per year across its global production network, providing novel and functional capsules for increasingly complex and sensitive therapeutic requirements.

Lonza's DFS Business builds upon Lonza's strong capsule expertise and provides its nutraceutical customers with an expert end-to-end contract manufacturing service. The DFS Business supports dosage forms ranging from simple liquid formulations using Lonza's proprietary liquid sealing technology, to complex multi-dose and timed-release systems. The DFS Business has been supported by capacity expansions across Lonza's network to further improve speed-to-market.

Finally, the Capsules & Health Ingredients business provides multiple science-backed health ingredients for the growing active lifestyle market. Lonza's offering includes products that support healthy human nutrition, targeting global consumer trends including joint health, muscular strength, energy, endurance and weight management. With a portfolio that includes premium brands such as UC-II® undenatured type II collagen for joint health, Carnipure® L-carnitine for energy, and a range of other branded products targeting immune and digestive health.

In 2025, the Capsules & Health Ingredients business strengthened its leading position in Hard Empty Capsules (HEC), Dosage Form Solutions, and Health Ingredients in a challenging market environment. In October 2025, the Capsules & Health Ingredients business launched Organicaps™ capsules, the first USDA organic certified, plant-based, immediate release pullulan capsule manufactured and currently available only for purchase in North America. In 2025, the Capsules & Health Ingredients business also launched the next phase of the ACHIEV® digital platform enabling customers to browse the Capsules & Health Ingredients business product catalogue, order products and review order status while providing access to relevant quality and regulatory documentation.

On 12 December 2024, Lonza announced its intention to exit the Capsules & Health Ingredients business at an appropriate time in the best interests of shareholders and stakeholders (the CHI Exit). This is because the Capsules & Health Ingredients business differs from Lonza's long-term contracted service business. Effective from 1 April 2025 and prior to the exit, Capsules & Health Ingredients operates as an independent business. The carve-out and exit process was initiated in 2025 and, on 6 March 2026, the Group announced it has entered into an agreement with Lone Star Funds to divest of the Capsules & Health Ingredients business. Lonza will retain a 40 per cent. stake in CHI, with an additional preferential participation in a future exit. The transaction is expected to close in the second half of 2026. See the section titled "*Recent Developments*" for further information on the CHI Exit.

Partnership and Joint Ventures

Lonza and Sanofi entered into a strategic partnership in 2017, establishing BioAtrium Ltd to build and operate a mammalian cell culture facility for monoclonal antibody production in Visp (Switzerland). The large-scale facility became operational in 2021.

Bacthera AG in Liquidation ("**Bacthera**") was a strategic joint venture established by Lonza and Chr. Hansen (as of 1 February 2024, part of Novonesis) in 2019. Bacthera was placed into liquidation in February 2025 with the liquidation process expected to complete late in 2026.

Synaffix B.V.

Effective 31 May 2023, Lonza acquired 100 per cent. of the shares of Synaffix B.V. ("**Synaffix**") for an initial cash consideration of EUR 107 million and additional performance-based consideration of up to EUR 60 million. Synaffix is an innovative biotech company focused on antibody drug conjugates. By acquiring Synaffix, Lonza has strengthened its standing in the Bioconjugates market by broadening its technology offering and leveraging existing customer relationships. In 2025, Lonza integrated Synaffix's proprietary bioconjugation technologies and growing clinical pipeline into Advanced Synthesis, strengthening Lonza's innovation capabilities and strategic growth trajectory.

Production and Distribution

Lonza develops and manufactures products across more than 30 owned and leased major development and manufacturing sites located on a number of continents. Lonza believes that its regional presence allows it to service customers in a consistent and reliable fashion. Local supply serves to reduce lead times, particularly in the pharmaceutical end-market where time can be of the essence. The Group's regional facilities also assure global and regional customers of consistency of supply. The breadth and scale of the Group's global operations provide it with the flexibility to shift or increase production to meet customers' changing needs in a timely manner. Each manufacturing site discretely focuses on specific technologies, market segments and regions. Many of the facilities have specialised capabilities and infrastructure to address ingredients that require specialised handling.

Quality Management System

Lonza is committed to providing customers with products and services meeting all specifications and fulfilling customer and regulatory authorities' needs, expectations, and guidelines. Lonza places high priority and emphasis on the integrity of its products, their safe manufacture and distribution, and compliance with environmental and other relevant regulations. To achieve these goals, Lonza operates a global quality management system which comply with internal policies and regulations (e.g. cGMP / Good Manufacturing Practices ("**GMP**")).

Policies, Standards and Certifications

As a manufacturer for the life science industry, Lonza is fully committed to cGMP comprising the internal GMP policy as well as local law and international guidelines (e.g. the International Council for Harmonisation of Technical Requirements for Pharmaceuticals for Human Use, and the Pharmaceutical Inspection Co-operation

Scheme) adopted by the FDA, the European Medicines Agency and/or other regulatory authorities.

Where the Group produces ingredients for human and animal nutrition it has feed/food safety management systems in place, certified to standards such as FSSC 22000:2010 and/or quality and safety systems for specialty feed ingredients and their mixtures ("**FAMI-QS**"), to ensure the extremely high quality of all substances entering the food chain.

The Group's facilities are subject to periodic inspection by customers, regulatory agencies, and Lonza Corporate Compliance.

Research and Technology

In order to keep abreast of industry developments and to accommodate the rapidly changing needs of the Group's customers, Lonza engages in on-going product development activities and places considerable emphasis on R&D to improve its existing products, develop new modalities and products (including focusing on solubility and bioavailability issues) and to customise products and manufacturing processes to meet the needs of the Group's customers. To this end, the Group's R&D activities also focus on the development of new production processes and the improvement of existing production processes. Lonza's R&D activities, including the use of new technologies, are an integral part of the Group's strategy to stay competitive.

Intellectual Property

Lonza's success depends in part on its ability to obtain and maintain proprietary protection for its products and product candidates, technology and know-how, to operate without infringing the proprietary rights of others and to prevent others from infringing its proprietary rights. Lonza seeks to protect its proprietary position by, among other methods, filing patent applications in Europe, the U.S. and other relevant jurisdictions where patent protection is available. Lonza also relies on trade secrets, know-how, and continuing technology innovation to develop and maintain its proprietary position.

As of 1 April 2026, Lonza had approximately 402 active patent families and 1,804 granted patents globally and 201 pending patent applications in Europe. In addition, as of 1 April 2026, Lonza had approximately 2,785 active trademark filings, approximately 315 brands globally and approximately 705 registered domains. Lonza has in the past enforced and will continue to enforce intellectual property rights in jurisdictions around the globe. The Group does not consider any particular intellectual property right to be material to its overall business.

Supply and Raw Materials

The Group uses a broad and diverse range of raw materials in the design, development and manufacture of its products and those of its customers. Such raw materials range from feedstock up to complex and high performance chemicals as well as pharmaceutical and biopharmaceutical specialties.

Sourcing of feedstock and basic chemicals gives the Group some exposure to commodity markets which are at times volatile. In Lonza's custom manufacturing areas, raw material costs are generally charged to the Group's customers. The Group controls its commodity exposure partially by market index based customer agreements. Any residual exposure is controlled through hedging activities.

The Group's supply base has been historically strongly positioned in established markets such as Europe and North America. Supply is tightly controlled by stringent supplier onboarding, qualification, review procedures and suppliers are expected to comply with the Group's supplier code of conduct. All third-party deliveries need to comply with dedicated specifications. Incoming goods inspections ensure that quality parameters are met and supplier performance passes minimum requirements. The Group's sourcing teams are well-placed to give high priority on surety of supply, while at all times ensuring competitive positioning of the Group's demands in the respective sourcing markets.

Sales and Marketing

The Group has an aggregate sales and marketing force of approximately 650 employees as at the date of this Base Prospectus. Sales and marketing strategy is primarily based on business-to-business transactions with the sales and marketing force interfacing with the Group's existing customers and potential new customers on a daily basis.

Sales are mainly executed via direct contact with the Group's customers. Very frequently, contracts are executed on a strict confidential disclosure agreement basis. While the sales and marketing activities are largely carried out by the respective Platforms, the Group also markets its products, services and technologies by attending international trade shows and conventions and participation of Lonza representatives in scientific presentations and academic lectures.

Properties

The Group's headquarters are in Basel (Switzerland). In addition, Lonza has sites and offices in approximately 59 cities (as at 31 December 2025), with key facilities in Visp (Switzerland), Portsmouth, NH (U.S.), Slough (UK), Nansha (China) and Singapore. Its global presence enables the Group to provide production, R&D and sales services to customers worldwide, and has the flexibility to address regional and even local marketplace needs. In the financial year ended 31 December 2025, 40.9 per cent., of the Group’s sales were generated in the Americas, 45.8 per cent., in Europe, 13.2 per cent., in Asia and 0.1 per cent. in other regions.

Employees

As at the end of 2025, the Group employed approximately 20,000 full-time equivalent employees. Certain of the Group's employees are represented by labour organisations, and national works councils and/or labour organisations are active at the Group's European facilities consistent with labour environments/laws in European countries.

Environment, Health and Safety and Sustainability

The Group's operations are subject to numerous environmental, health and safety laws and regulations in each of the jurisdictions in which it operates. These laws and regulations govern, among other things, air emissions, wastewater discharges, the use, management and disposal of hazardous substances and wastes, soil and groundwater contamination and employee health and safety.

The Group's sustainability policy focuses on providing the highest quality products and services to its customers while minimising its impact on the environment, striving for energy and resource efficiency and helping to improve life quality. This comprises five elements:

- *Vision ZERO.* Lonza continually improves its systems and aspires to zero incidents, injuries and environmental footprint.
- *Our environment.* Lonza strives to continually reduce emissions, energy, water and material intensity.
- *Compliance and Integrity.* Lonza ensures that regulatory compliance, integrity and ethical conduct are the foundations in every place it operates.
- *Our people.* Lonza develops its employees by helping them grow. Lonza provides safe workplaces, cares for employees’ well-being and fosters their involvement and participation.
- *Value for society.* Lonza creates value for society by innovating science-based solutions to enable a healthier world, and Lonza engages in the communities where it operates.

The Group has a number of activities and projects underway to deeper embed sustainability within the Group's operations and external collaborations. These include setting safety and sustainability targets with a financially focused denominator (per CHF 1 million of sales) to ensure they can be applied across the Group's diverse product

portfolio, factoring in continued growth over time. In 2019, the Group set targets on that basis to reduce energy intensity, greenhouse gas intensity and waste intensity each by 50 per cent. by the end of 2030. By the end of 2023, the Group had reduced energy intensity by 35 per cent., greenhouse gas intensity by 44 per cent. and waste intensity by 40 per cent. The Science-Based Targets initiative (SBTi) approved the Group's near-term target to reduce absolute Scope 1 and 2 GHG emissions by 42 per cent. by the end of 2030 (against the 2021 base year), alongside its supplier engagement target for Scope 3 emissions[10]. Achieving these goals will support Lonza's overall target to achieve net zero by 2050 or before. To support this commitment, Lonza signed major Power Purchase Agreements to source electricity in Europe and China from renewable energy sources. Half of the Group's electricity is now procured from renewable sources; supported by photovoltaic production in Spain under Virtual Power Purchase Agreements covering all EU and Swiss sites. The Group has established operational controls, environmental monitoring and routine risk assessment and mitigation processes. Additionally, the Group maintains an ongoing audit system, including both internal and external environmental, health and safety audits, designed to help identify and mitigate risks and measure performance against the Group's standards.

In addition, the Group supports the UN Sustainable Development Goals ("**SDGs**"). These goals span health, education, inequalities, responsible consumption, climate change and natural resources. The Group has prioritised seven SDGs which are most relevant for its operations: good health and well-being; quality education; gender equality; clean water and sanitation; industry, innovation and infrastructure; responsible consumption and production; and climate action. These goals are embedded within Lonza's sustainability roadmap and provide a focus for its targets and achievements. To raise awareness and drive engagement with these important metrics, each of the seven SDGs has been directly assigned to an Executive Committee member. They are each supported by a Program Manager to develop initiatives and oversee implementation across the business. These SDGs and related performance metrics have been built into Lonza's global compensation framework, to capture sustainability as a key measure of both business success and personal development. The importance of sustainability means that Lonza envisages developing a sustainability financing framework in due course.

Court, Arbitration and Administrative Proceedings

Save as disclosed in this Base Prospectus (including in the documents incorporated by reference herein), there are no litigation or arbitration proceedings against or affecting the Guarantor or any of its subsidiaries or any of its assets, nor is the Guarantor aware of any pending or threatened proceedings, which, in each case, are or might be material in the context of the issue of the Notes.

3. Recent Developments

On 6 March 2026 Lonza entered into an agreement to divest its Capsules & Health Ingredients business to Lone Star Funds for an enterprise value of CHF 2.3 billion. Lonza will realise upfront cash proceeds of CHF 1.7 billion and retain a 40 per cent. stake in the business, with additional preferential participation in its future exit. Lonza's proceeds on exit are subject to Lone Star Funds receiving an initial return equal to its equity investment. Total undiscounted proceeds, including upfront and all future proceeds at full exit, are expected to be at or above CHF 3 billion. Lonza's retained interest in the Capsules & Health Ingredients business will be accounted for as an investment in an associated company with Lonza as a minority shareholder not having management control. For the financial year ended 31 December 2025, Lonza recognised an extraordinary non-cash impairment including the goodwill relating to CHI assets of CHF1.2 billion. This effect is allocated to discontinued operations and does not impact CORE EBITDA of continuing operations.

The transaction is expected to close in the second half of 2026 and is part of a wider portfolio transformation to enable Lonza to focus on its core CDMO business. As part of its wider portfolio transformation, Lonza has also

[10] Scope 1 and Scope 2 cover emissions from the Group's operations and energy use, while Scope 3 includes all other indirect emissions that occur in the Group's value chain

signed agreements to divest the Personalised Medicines business (the Cocoon® Platform), the MODA® software platform, and the small molecules micronization site in Monteggio (CH).

The proceeds from the CHI Exit will be used to execute the One Lonza strategy and complete a CHF500 million share buyback spanning 12 months. For further information on how Lonza's activities will be organised once the transaction is completed, see the section titled "*Operating Segments*".

From the date of the divestment, the Capsules & Health Ingredients business will cease to be a Subsidiary of the Guarantor and therefore cease to be a Material Subsidiary.

4. Organisational Structure

The Guarantor is the ultimate parent company of the Group of which the Issuer is a member. See note 32 to the 2025 Financial Statements for a list of principal subsidiaries and joint ventures of the Group as at 31 December 2025.

The Guarantor is a publicly traded company with the primary listing of its shares on the SIX Swiss Exchange and secondary listing on the Singapore Exchange Securities Trading Limited. Except for the Guarantor, no company belonging to the Group has its shares listed on any stock exchange.

5. Board of Directors and Executive Committee

Members of the Board of Directors of the Guarantor (the "Board of Directors")

The Board of Directors currently comprises ten members (including the Chair). All members are considered as independent members.

The following table sets out the name, year of birth, position, committee memberships and year of initial appointment of the current members of the Board of Directors:

Name	Year of Birth	Position	Committee Membership	Year of Initial Appointment
Jean-Marc Huët	1969	Chair	People and Governance Committee (Chair); Strategy and Innovation Committee[11]	2024
Jürgen Steinemann*	1958	Vice Chair	People and Governance Committee; Remuneration Committee;	2014
Christoph Mäder	1959	Member Lead Independent Director	Remuneration Committee (Chair); Audit and Compliance Committee	2016
Roger Nitsch*	1961	Member	Strategy and Innovation Committee; People and Governance Committee	2022
Marion Helmes	1965	Member	Audit and Compliance Committee; People and Governance Committee	2022
Angelica Kohlmann	1960	Member	Strategy and Innovation Committee (Chair); Remuneration Committee	2018

[11] The Strategy and Innovation Committee replaced the Innovation and Technology Committee, effective 1 August 2025.

Barbara Richmond*	1960	Member	Audit and Compliance Committee (Chair)	2014
Juan Andres	1964	Member	People and Governance Committee; Strategy and Innovation Committee	2025
Eric Drapé	1961	Member	Audit and Compliance Committee; Remuneration Committee	2025
David Meline	1957	Member	Audit and Compliance Committee; Remuneration Committee	2025

*Jürgen Steinemann, Barbara Richmond and Roger Nitsch will not stand for re-election at the 2026 Annual General Meeting of the Guarantor (the "**2026 AGM**").

Claudia Süssmuth-Dyckerhoff, Sami Atiya and Stephen Fry are proposed to join the Board of Directors from the 2026 AGM as independent members. Subject to election at the 2026 AGM, Claudia Süssmuth-Dyckerhoff will be appointed Vice-Chair of the Board of Directors and a member of the Remuneration Committee and the Strategy and Innovation Committee thereof, Sami Atiya will be appointed a member of the Strategy and Innovation Committee of the Board of Directors, and Stephen Fry will be appointed a member of the People and Governance Committee and the Audit and Compliance Committee.

Claudia Süssmuth-Dyckerhoff has been a member of the board of directors for Roche Holdings since 2016 and has served on the Audit, Governance and Sustainability Committee. She also serves on the boards of Prudential Corporation, Clariant AG, Ramsay Health Care and Quest Global. Claudia Süssmuth-Dyckerhoff previously spent two decades in executive roles at McKinsey & Company with a focus on global healthcare and Asia. Sami Atiya spent ten years on the Group Executive Committee of ABB Ltd, with responsibilities across robotics, motion and discrete automation. Prior to this, Sami Atiya spent more than fifteen years in leadership at Siemens. He is on the board of directors of SGS and the AI Council of the Port Authority of Singapore. Stephen Fry spent more than three decades at Eli Lilly and Company, serving as Executive Vice President and Chief Human Resources Officer for twelve years. Stephen Fry is also a member of the board of trustees at the University of Indianapolis (U.S.).

The business address of each member of the Board of Directors is the Guarantor's registered office in Basel (Switzerland).

The Guarantor is not aware of any potential conflicts of interests between the duties to the Guarantor of the persons listed above and their private interests and/or other duties.

Set out below is a short description of each director's business experience, education and activities:

Jean-Marc Huët was elected as Chair of the Board of Directors at the 2024 Annual General Meeting effective from 8 May 2024. Jean-Marc brings a strong international leadership track record, with current chair roles at Heineken Holding NV and Schuberg Phillis, among other senior responsibilities. He has extensive international strategic leadership experience in the consumer, pharma and nutrition industries, having previously served as Chief Financial Officer of Unilever, Bristol-Myers Squibb and Royal Numico. He holds an MBA from INSEAD, Fontainbleau (France).

- Chair, Schuberg Phillis (since 2025)
- Chair of the Board of Directors (since May 2024)
- Independent Member of the Board of Directors (since May 2024)
- Chair, Heineken Holding NV (since 2014)

Former Activities and Functions:

- Chair, Vermaat (2019-2025)
- Member of the Board of Picnic (2020-2024)
- Member of the Board of Canada Goose (2017-2023)
- Member of the Board of SHV (2015-2019)
- Member of the Board of Formula One (2012-2017)
- Executive Director and Chief Financial Officer, Unilever (2010-2015)
- Member of the Board of Mead Johnson Nutrition (2009)
- Executive Vice President and Chief Financial Officer, Bristol-Myers Squibb (2008-2009)
- Member of Executive Board and Chief Financial Officer, Royal Numico (2003-2007)
- Executive Director, Investment Banking, Goldman Sachs International (1993-2003)
- Commercial Manager, Clement Trading (1991-1993)

Jürgen B. Steinemann (1958) holds a degree in Economics and Business Management from the European Business School in Wiesbaden (Germany), London (UK) and Paris (France).

- Chair of the Supervisory Board of Viega (since 2025)
- Deputy Chair of the supervisory board of Big Dutchman AG (since 2025)
- Vice-Chair of the Board of Directors (since August 2024)
- Independent Member of the Board of Directors (since April 2014)
- Member of the Supervisory Board of Barentz International B.V. (since 2020)
- Managing Director of JBS Holding GmbH (since 2017)
- Chair of the Supervisory Board of Bankiva B.V. (since 2017)

Former activities and functions:

- Chair *ad interim* of the Supervisory Board of Big Dutchman AG (2024-2025)
- Member of the Advisory Board of EQT (2019-2023)
- Member of the board of NGO African Parks Germany (2019-2023)
- Member of the Advisory Board of Tower Brook Capital Partners LP (2017-2022)
- Chairman of the Supervisory Board of Metro AG (2015-2025)
- Member of the Supervisory Board of Big Dutchman AG (2015-2023)
- Member of the Board of Directors of Barry Callebaut AG (2015-2020)
- Chief Executive Officer of Barry Callebaut AG (2009-2015)
- Member of the Executive Board and Chief Operating Officer of Nutreco (2001-2009)
- Chief Executive Officer of Loders Croklaan, Unilever (1999-2001)
- Various senior positions in business-to-business marketing and sales with the former Eridania Béghin-Say Group (1990-1998)

Christoph Mäder (1959) holds a Master's degree in Law from the University of Basel (Switzerland) and is admitted to the Swiss Bar.

- Member of Board of Directors of Schindler Holding Ltd (since 2024)
- Member of the Bank Council, Swiss National Bank (since 2021)
- Chair of Economiesuisse (since 2020)
- Lead Independent Director of the Board of Directors (since November 2019)

- Member of the Board of Directors of Baloise Holding AG (since 2019)
- Member of the Board of Directors Assivalor AG (since 2019)
- Member of the Advisory Board of Accenture Switzerland (since 2019)
- Partner at the law firm Becker | Gurini | Partner (since 2019)
- Member of the Council of Schweizer Jugend forscht (since 2018)
- Member of the Advisory Board of VSUD (Vereinigung Schweizerischer Unternehmen in Deutschland) (since 2016)
- Independent Member of the Board of Directors (since April 2016)
- Member of the Advisory Board of Loeba GmbH (since 2014)

Former activities and functions:

- Vice-Chair of the Board of Directors of Lonza Group Ltd (2020 – 2024)
- Member of the Board of EMS Chemie Holding AG (2018-2023)
- Member of the Executive Board of the Business and Industry Advisory Committee (BIAC) for the Organisation for Economic Cooperation and Development (OECD) (2012-2016)
- Member of the Board Committee of Economiesuisse (2008–2019)
- Member of the Board of scienceindustries (2006-2018)
- Member of the Board of the Basel Chamber of Commerce (2002-2018)
- Member of the Group Executive Committee of Syngenta (2000-2018)
- Head of Legal & Public Affairs for Novartis Crop Protection AG (1999-2000)
- Senior Corporate Counsel for Novartis International AG (1992-1998)

Roger Nitsch (1961) holds an MD degree from the University of Heidelberg and earned his post-doctoral qualification at the Massachusetts Institute of Technology and Harvard Medical School. Roger Nitsch serves as Chief Executive Officer and President of Neurimmune, which he founded in 2006 with two business partners. A neuroscientist with a background in medicine, Roger is recognised as an opinion leader in neurodegenerative diseases with over 30 years of experience in Alzheimer's disease research and drug development. A Potamkin Prize winner and Member of the German Academy of Sciences, Roger served as a founding director of the Institute for Regenerative Medicine (IREM), University of Zurich.

- Member of the Board of Directors, OpthaNova Therapeutics AG (since 2025)
- Independent Member of the Board of Directors (since May 2022)
- Member of the Advisory Board of PUREOS Bioventures (since 2017)
- Member of the board of directors of NOVAGO Therapeutics AG (since 2015)
- Chief Executive Officer and President of the Board of Directors of Neurimmune Group (since 2006)
- Member of the board of directors of INTEGRA Biosciences Holding AG (since 2002)

Former activities and functions:

- Director and co-founder of the Institute for Regenerative Medicine University of Zurich (2016-2020)
- Overseas Visiting Professor of Health Science Aino University, Osaka (Japan) (2016-2018)
- Member of the Advisory Board Max-Planck-Institute for Psychiatry, Munich (2009-2012)
- Member and Chair of the Scientific Advisory Board Institute for Advanced Studies (2006-2012)
- Chairman, Board of Trustees, Center for Clinical Research University Hospital Zurich (2002-2014)
- Vice Dean Research, Medical Faculty at the University of Zurich (2002-2008)
- Coordinator of the European Union DIADEM and APOPIS Research Consortia (1999-2006)
- Professor at the University of Zurich (1998-2024)
- Director at the Psychiatric University Hospital Zurich (1998-2005)

- Member of the Board of Directors and co-founder EVOTEC Neurosciences (1995-1998)
- Post-Doc, M.I.T. and Harvard Medical School (1990-1995)
- Post-Doc, University of Heidelberg (1987-1990)
- Research Fellow, Max-Planck Institute for Medical Research, Heidelberg (1983-1987)

Marion Helmes (1965) holds a degree in Business Administration from Freie Universität Berlin and a PhD from the University of St. Gallen. She has extensive financial expertise as well as global operational experience from a career that includes Chief Financial Officer positions at Celesio, Q-Cells and with ThyssenKrupp's Elevator and Stainless divisions. She currently holds Board Memberships with Siemens Healthineers AG and Heineken N.V.

- Independent Member of the Board of Directors (since May 2022)
- Member of the Board of Directors, Chair of the Audit Committee of Heineken N.V. (since 2018)
- Member of the Board of Directors, Chair of the Audit Committee of Siemens Healthineers AG (since 2018)

Former activities and functions:

- Vice Chair of the Board of Directors of ProSiebenSat.1 Media SE (2014-2023)
- Member of the Board of Directors of Uniper SE (2017-2020)
- Member of the Board of Directors of Bilfinger SE (2016-2018)
- Member of the Board of Directors, Member of the Remuneration Committee of British American Tobacco plc (2016-2022)
- Member of the Board of Directors of NXP Semiconductors N.V. (2013-2018)
- Chief Financial Officer, Celesio AG. From 2013, Speaker of the Management Board (2012-2014)
- Chief Financial Officer, Q-Cells SE (2010-2011)
- Member of the Board of Directors of Fugro N.V. (2009-2014)
- Chief Financial Officer, ThyssenKrupp Elevator AG (2006-2010)
- Chief Financial Officer, ThyssenKrupp Stainless AG (2005-2006)
- Various positions in Mergers & Acquisitions, Corporate Development and Controlling, ThyssenKrupp AG (1997-2005)
- Project Manager, St. Gallen Consulting Group (1996)
- Manager Restructuring, Privatisation, Treuhandanstalt (1991-1994)

Angelica Kohlmann (1960) holds a MD and Doctorate in Medicine from Hamburg University (Germany).

- Member of the Board, Foundation Prince Liechenstein SFLIII (since 2025)
- Member of the Supervisory Board, Princely Assets SFL3 Holding Foundation (since 2025)
- Independent Member of the Board of Directors (since May 2018)
- Chair of the Board of Directors of Bloom Diagnostics AG (since 2018)
- Member of the International Advisory Board IE University and Business School, Madrid (since 2017)
- International investor in biotech and tech, based in Switzerland (since 2014)
- Chair of the Board of Directors of Kohlmann & Co AG (since 2013)
- Chair of the Advisory Board of Peter Drucker Society Europe / Global Peter Drucker Forum, Vienna (since 2009)

Former activities and functions:

- Board Observer of Teralytics AG (2017-2023)
- Member of the Advisory Board of UBS Unique (2017-2018)

- Director of Trinnacle Fund Ltd (2016-2017)
- Member of the Board of Directors of Teralytics AG (2013-2016)
- Founder & Chief Executive Officer of Ifitech GmbH, Germany (2010-2017)
- International investor in biotech and tech, based in Germany (2000-2013)
- International consultant for strategy, management, investments and restructuring (1992-1999)
- Head of global restructuring at Behringwerke AG, Germany (1990-1992)
- Member of the Board Staff at Hoechst AG, Germany (1988-1990)
- International Marketing Group Leader at Behringwerke AG (1986-1988)
- Various cancer research functions at MD Anderson Cancer Center, Houston, Texas, U.S. and Memorial Sloan Kettering Cancer Center, New York, U.S.

Barbara M. Richmond (1960) holds a first-class degree in Management Science from the University of Manchester Institute of Science and Technology in England. Barbara Richmond has substantial knowledge as a financial expert, demonstrated by her roles as Chief Financial Officer for various companies. She is a Fellow of the Institute of Chartered Accountants in England and Wales.

- Independent Non-Executive Member of the Board, Berkeley Group Holdings plc (since 2026)
- Member of the Board of Directors (since April 2014)
- Member of the Board of Directors, Barry Callebaut AG (since 2024)

Former activities and functions:

- Integration and Synergies Director, Barratt Redrow plc (2024-2025)
- Group Finance Director of Barratt Redrow plc (2010-2024)
- Group Chief Financial Officer of Inchcape plc (2006-2009)
- Non-Executive Director and Audit Committee Chair of Scarborough Building Society until its merger with The Skipton Building Society (2005-2009)
- Non-Executive Director, Senior Independent Director and Audit Committee Chair of Carclo Group PLC (2000-2006)
- Group Chief Financial Officer of Croda International pic (1997-2006). Dual role as Group Chief Financial Officer and President of Active Ingredients and Industrial Chemicals (2002–2006)
- Group Chief Financial Officer of Whessoe plc (1993-1997)
- Various financial roles in Alstom Group SA (1987-1992)
- Auditor and management consultant for Arthur Andersen (1981-1984)

Juan Andres (1964) holds a Master of Pharmacy from Alcala de Henares University (Spain) and has completed the Accelerated Development Programme at London Business School (UK). Juan Andres has a career spanning more than 35 years during which he has held a variety of executive leadership positions. He was President, Strategic Partnerships and Enterprise Expansion at Moderna and led all manufacturing and technical development there during the COVID-19 pandemic. Prior to that, he led manufacturing worldwide and held other strategic roles at Novartis for 12 years, after spending more than 15 years at Eli Lilly. He has a deep strategic understanding of technical operations and quality that is complemented by international business expertise.

- Independent Member of the Board of Directors (since May 2025)
- Member of the USA National Academy of Engineering (since 2022)
- Independent Member of the Board of Directors, Avantor (since 2019)

Former activities and functions:

- Independent Member of the Board of Directors, Evelo Biosciences (2019-2023)
- President, Strategic Partnerships and Enterprise Expansion, Moderna (2017-2023)
- Chief Technical Operations and Quality Officer, Moderna (2018-2022)
- SVP Technical Development, Manufacturing and Quality, Moderna (2017-2018)
- Head of Technical Operations, Novartis (2015-2017)
- Head of Global Technical Operations, Novartis (2013-2015)
- Group Head of Quality, Novartis (2009-2012)
- Global Head of Technical Research and Development, Novartis (2007-2009)
- Global Head of Pharmaceutical Operations, Novartis (2005-2007)
- Global Vice President, Pharmaceutical Manufacturing, Eli Lilly & Company (2002-2005)
- Various quality, production and site head roles for Eli Lilly & Company (1988-2004)

Eric Drapé (1961) holds a Doctorate in Pharmacy and a DESS in Analytical Chemistry from Paris XI (France). He also holds an Executive MBA from SIMI (now Copenhagen Business School) (Denmark). For more than 35 years, Eric Drapé has served in multiple leadership roles in the pharmaceutical industry at Teva Pharmaceuticals, Ipsen Pharma and Novo Nordisk. He has a wealth of international experience, having held positions in Denmark, France, Israel and the US.

- Independent Member of the Board of Directors (since May 2025)
- Independent Member of the Board of Directors, Laboratoires Guerbet (since 2025)
- Member of the Board of Directors, Eukarÿs (since 2025)
- Independent Member of the Board of Directors, LFB (since 2018)

Former activities and functions:

- EVP, Head of Global Operations, Company Officer and Member of the Executive Committee, Teva (2019-2024)
- Member of the Board, Teva-Takeda Business Venture (2017-2022)
- EVP and Chief Quality Officer, Teva (2015-2019)
- Head of Biologics and Operations, Teva (2014-2017)
- Senior VP, Technical Operations Steriles, Respiratory and Biologics, Teva (2014-2015)
- Executive VP, Technical Operations, Ipsen Pharma (2007-2014)
- Independent Member of the Board of Directors, NNE Pharmaplan France (2004-2007)
- Senior VP, Diabetes Finished Products, Novo Nordisk (2004-2007)
- Increasingly senior roles in Quality and as a Site Head in Novo Nordisk (1990-2004)
- Independent Member of the Board of Directors, A3P (1994-2001)
- Analytical Development roles in Air Force R&D and Servier (1987-1990)

David Meline (1957) holds a bachelor's degree in mechanical engineering from Iowa State University (U.S.), a Master's degree in Economics from the London School of Economics (UK) and an MBA in Finance from the University of Chicago (U.S.). David Meline has served as Chief Financial Officer of three publicly listed industrial and biotech companies and worked in various capital-intensive industries throughout his career. After serving as Chief Financial Officer and CAO of 3M Company as well as Chief Financial Officer of Amgen, one of the world's largest independent biotech companies, David was Chief Financial Officer of Moderna during the COVID-19 pandemic. He has extensive governance, financial and industry experience, including business and IT services.

- Independent Member of the Board of Directors (since May 2025)
- Non-Executive Member of the Board, and Audit Committee, Eikon Therapeutics (since 2025)
- Member of the Board, Member of the Finance, Investment and Technology Committee (since 2023), Chair of the Audit Committee (since 2024), HP Inc.
- Non-Executive Member of the Board of Directors, and Chair of the Finance, Audit and Compliance Committee, ABB Ltd (since 2016)
- Vice-Chair of the Board of Directors, Los Angeles Philharmonic, a non-profit organisation (since 2016)

Former activities and functions:

- Member of the Board and Member of the Audit Committee, Pacific Biosciences of California, Inc. (2023-2025)
- Chief Financial Officer, Moderna (2020-2022)
- Chief Financial Officer, Amgen (2014-2019)
- Chief Financial Officer, 3M Company (2011-2014)
- Corporate Controller and Chief Accounting Officer, 3M Company (2008-2011)
- Chief Financial Officer, North America, General Motors (2007-2008)
- Chief Financial Officer, Europe, General Motors (2004-2007)
- Chief Financial Officer, Daewoo, General Motors (2002-2004)
- Chief Financial Officer, Brazil, General Motors (2000-2001)
- Financial and management roles in Brazil, Kenya and the US (1986-1999)
- Product Design Engineer, AT&T (1980-1983)

Committees of the Board of Directors

There are four committees of the Board of Directors: the Audit and Compliance Committee, the People and Governance Committee, the Remuneration Committee and the Strategy and Innovation Committee, which aim to strengthen and support the Guarantor's governance structure. The committees meet regularly and prepare meeting minutes and recommendations for the attention of the meetings of the Board of Directors. The chair of the relevant committee determines the agenda for each meeting. Ahead of each meeting, committee members receive documents to help them prepare for the topics listed on the agenda.

Executive Committee

Subject to those affairs which lie within the responsibility of the Board of Directors by law, the Guarantor's Articles of Association and the Guarantor's organisational regulations ("**Organisational Regulations**"), the Board of Directors has delegated the executive management to the Executive Committee. The Executive Committee is mainly responsible for the financial and operational management of the Group and for the efficiency of the corporate structure and organisation of the Group.

The members of the Executive Committee are appointed by the Board of Directors.

Members of the Executive Committee

The Executive Committee is headed by the Chief Executive Officer and currently comprises ten members.

The Chief Executive Officer is appointed and removed by the Board of Directors upon the recommendation of the People and Governance Committee. The other Executive Committee members are appointed and removed by the Board of Directors upon the recommendation of the Chief Executive Officer and the People and Governance Committee.

The Executive Committee performs the duties assigned to it by the Board of Directors, either under the terms of the Organisational Regulations or otherwise. It is responsible for managing the Group worldwide and for implementing policies and strategies as defined by the Board of Directors. The Executive Committee supports and coordinates the activities of the divisions, the corporate functions and the global business service organisation. The Executive Committee is also responsible for leadership development.

The table below sets out the name, year of birth and position of the current members of the Executive Committee, and the year of their initial appointment to the Executive Committee:

Name	Year of Birth	Position	Year of Initial Appointment
Wolfgang Wienand	1972	Chief Executive Officer	2024
Philippe Deecke	1972	Chief Financial Officer	2021
Maria Soler Nunez	1969	Chief Quality Officer	2022
Nicoleta Baumgärtner	1971	Chief Human Resources Officer	2024
Andreas Bohrer	1968	Chief Legal & Corporate Affairs Officer	2025
Jason Berndt	1978	Head of Group Operations	2025
Christian Seufert	1975	Head of Advanced Synthesis	2022
Gordon Bates	1965	Head of Integrated Biologics	2021
Jean-Christophe Hyvert	1972	Head of Capsules & Health Ingredients	2021
Daniel Palmacci	1969	Head of Specialized Modalities	2022

The business address of each member of the Executive Committee is at the Guarantor's registered office in Basel (Switzerland).

The Guarantor is not aware of any potential conflicts of interests between the duties to the Guarantor of the persons listed above and their private interests and/or other duties.

Set out below is a short description of each Executive Committee member's business experience, education and activities:

Wolfgang Wienand (1972) holds a PhD in Organic and Bioorganic Chemistry from the University of Cologne (Germany) as well as an Executive Master of Science in Finance from HEC Paris (France).

- Chief Executive Officer (since July 2024)
- Member of the Executive Committee (since July 2024)
- Non-Executive Director of the Board at Mettler-Toledo International Inc. (since 2023)

Former activities and functions:

- Chief Executive Officer at Siegfried Holding AG (2019-2024)
- Chief Scientific and Strategy Officer, and Member of the Executive Committee at, Siegfried Holding

AG (2017-2018)

- Chief Strategy Officer and Member of the Executive Committee at Siegfried Holding AG (2011-2017)
- Chief Scientific Officer and Member of the Executive Committee at Siegfried Holding AG (2010-2012)
- Vice President, Strategy and Business Development at Evonik Industries AG (2008-2010)
- Director, Process Research Biocatalysis and Homogenous Catalysis at Evonik Industries AG (2006-2008)
- Director, Strategy & Market Intelligence at Evonik Industries AG (2005-2006)
- Project Leader at Evonik Industries AG (formerly Degussa AG) (2002-2004)

Philippe Deecke (1972) holds a Master's degree in Industrial Management and Manufacturing and a Bachelor's Degree in Computer Science from the Swiss Federal Institute of Technology (ETH), Zurich (Switzerland), as well as an MBA from Cornell University's Johnson School (U.S.).

- Chief Financial Officer (since December 2021)
- Member of the Executive Committee (since December 2021)
- Member of the Board of Directors, Assura (since May 2023)

Former activities and functions:

- Chief Financial Officer, Novartis Oncology (2021)
- Chief Financial Officer, Sandoz, division of Novartis (2017-2021)
- Chief Financial Officer, Alcon EMEA, division of Novartis (2015-2017)
- Head Group Business Planning and Analysis, Novartis International AG (2012-2015)
- Chief Financial Officer, Chief Financial and Administration Officer, Novartis Schweiz AG (2010-2012)
- Project Director, Novartis International AG (2008-2010)
- Head Finance, Novartis Pharmaceutical Inc. (U.S.) (2006-2008)
- Assistant to Chief Executive Officer, Novartis International AG (2005-2006)
- Associate Principal, McKinsey & Company (1998-2005)

Maria Soler Nunez (1969) holds a PhD in Pharmacy in the area of Genetics, Molecular Biology from the Universidad Complutense de Madrid (Spain).

- Chief Quality Officer (since October 2025)
- Member of the Executive Committee (since August 2022)

Former activities and functions:

- Head of Group Operations, Lonza Group Ltd (2022-2025)
- Chief Quality Officer, Novartis (2020-2022)
- Head Global Manufacturing Functions, Novartis (2018-2020)
- Head Packaging and Manufacturing, Science & Technology, Novartis (2018)
- Head Manufacturing, Science & Technology, Novartis (2016-2017)
- Various regional and global leadership positions in Manufacturing and Quality at Novartis and Lilly (1997-2016)

Nicoleta Baumgärtner (1972) holds a Master's degree in Economics from the Academy of Economic Studies in Bucharest (Romania).

- Chief Human Resources Officer (since November 2024)
- Member of the Executive Committee (since November 2024)

Former activities and functions:

- Global Head of HR, Biologics division, Lonza Group Ltd (2024)
- Global Head of HR, Capsules & Health Ingredients division, Lonza Group Ltd (2021-2024)
- Global Head Rewards, Novartis Pharmaceuticals (2018-2021)
- Head HR, Global Supply Chain, Global Strategy & OpEx, Novartis (2016-2018)
- Head HR, Global Functions, Pharma TechOps, Novartis (2015-2016)
- Head Compensation & Benefits, Pharma Technical Operations, Novartis (2014-2015)
- Performance Management and Compensation Leader, Roche (2006-2014)
- Various Compensation and Sales Effectiveness roles at AMD, Wells Fargo, Phillip Morris, and Kodak (1998-2006)

Andreas Bohrer (1968) holds a Master of Law (LLM) from New York University (U.S.), a Habilitation in Law from the University of Zurich (Switzerland) and is admitted as attorney-at-law in Zurich (Switzerland).

- Chief Legal & Corporate Affairs Officer (since July 2025)
- Member of the Executive Committee (since July 2025)
- Member of the Executive Board of the Business and Industry Advisory Committee (BIAC) for the Organisation for Economic Cooperation and Development (OECD) (since 2025)
- Chair of the Board, SwissHoldings (since 2025) and Board member (since 2024)
- Vice Chair of the Board, scienceindustries (since 2025) and Board member (since 2019)
- Member of the Board Committee, economiesuisse (since 2024) and Board member (since 2021)

Former activities and functions:

- Group General Counsel and Company Secretary, Lonza Group Ltd (2015-2025)
- General Counsel and Member of the Executive Committee, Novartis Animal Health Division (2014-2015)
- Head Legal Transactions, Novartis Group (2010-2014)
- General Counsel Switzerland, UBS AG (2009-2010)
- General Counsel and Chief Risk Officer EMEA, UBS Global Asset Management (2004-2009)
- Executive Director, M&A, Group Legal, UBS AG (2003-2004)
- Corporate Attorney, Lenz & Staehelin (1999-2003)
- Corporate Associate, Covington & Burling (Howard Smith & Levin LLP), New York (1998-1999)

Jason Berndt (1978) holds a Bachelor of science from the United States Military Academy (U.S.) and an MBA from the University of Michigan (U.S.).

- Head of Group Operations (since October 2025)
- Member of the Executive Committee (since October 2025)

Former activities and functions:

- Senior Vice President, Head of Global Technical Services, Bristol Meyers Squibb (2024-2025)
- Head of Global Operations, Gingko Bioworks (2022-2024)
- Senior Vice President, Head of Global Biologics Operations, Teva Pharmaceutical Industries (2022)
- Senior Vice President, Head of Global Transformation Office, Teva Pharmaceutical Industries (2020-2022)
- Vice President and General Manager, Japan Operations, Teva Pharmaceutical Industries (2017-2020)
- Site General Manager, Cincinnati Ohio, Teva Pharmaceutical Industries (2015-2017)

- Senior Director, Head of Operational Excellence, Americas Region, Teva Pharmaceutical Industries (2014-2015)
- Consultant specialising in operational restructuring, transformation and operational strategy, McKinsey & Company (2012-2014)
- Various roles in manufacturing and supply chain leadership, Procter & Gamble Company (2006-2012)
- Military officer, U.S. Army (2001-2006)

Christian Seufert (1975) holds a Master's degree in business administration and economics from the University of Hohenheim (Germany).

- Head of Advanced Synthesis Business Platform (since April 2025)
- Member of the Executive Committee (since July 2022)

Former activities and functions:

- President, Lonza Capsules & Health Ingredients Division (2022-2025)
- Senior Vice President Pharma Solutions/Nutrition & Health Americas, BASF (2018-2022)
- Vice President, Global Segment Management Aroma Ingredients, BASF (2015-2018)
- Vice President, Regional Business Management Home Care, Industrial and Institutional Cleaning, Europe & EAWA, BASF (2012-2014)
- Vice President/Director, Regional Business Management Formulation Technologies, North America, BASF (2009-2012)
- Various regional and global leadership positions in Strategy, Sales and Marketing at BASF (2002-2009)

Gordon Bates (1965) holds a Master's degree in engineering business management from the University of Warwick (UK).

- Head of Integrated Biologics (since April 2025)
- Member of the Executive Committee (since April 2021)

Former activities and functions:

- President, Lonza Small Molecules Division (2021-2025)
- President, Lonza Chemical Division (2018-2020)
- Senior Vice President, Business Unit Head, Lonza Chemical and Microbial Manufacturing (2015-2017)
- Global Head of Sales, Lonza Pharma Custom Manufacturing (2013-2015)
- Head of Operations and Site Manager, Lonza Slough (UK) (2007-2013)
- Global Head of Lonza Operational Excellence (2003-2007)

Jean-Christophe Hyvert (1972) holds a Master's degree in physics from INSA, Rennes (France) and an MBA from the Northwestern University, Illinois (U.S.).

- Head of Capsules & Health Ingredients (since April 2025)
- Member of the Executive Committee (since April 2021)
- Member of the Board of Solvias (since 2025)

Former activities and functions:

- Senior Advisor to Astorg (February 2025- January 2026)
- President, Lonza Biologics Division (2021-2025)
- President, Lonza Cell & Gene Division (2021-2022)

- Chief Commercial Officer, Lonza Pharma Biotech & Nutrition Segment (2019-2020)
- Vice President, Finance, Lonza Pharma & Biotech Segment (2017-2019)
- Finance Director ECEMEA, Baxter International (2016-2017)
- Senior Director EMEA Business Development, Baxter International (2015-2016)
- Finance Director, Baxter International (2013-2014)
- Various leadership positions in Finance and Operations at Newell Rubbermaid, Lehman Brothers and Legris (covering Corporate Development, M&A and Supply Chain) (1995-2013)

Daniel Palmacci (1969) holds a Master's degree in chemistry and Process Engineering with High Honors from the Technical University Berlin (Germany).

- Head of Specialized Modalities Business Platform (since April 2025)
- Member of the Executive Committee (since November 2022)
- Member of the Board of Directors, LOWENCO (since September 2022).

Former activities and functions:

- President, Lonza Cell & Gene Division (2022-2025)
- Senior Vice President, Global Head Technical Operations, MorphoSys (2020-2022)
- Global Head Vaccines & Biologics Strategic Facility Creation, Merck Sharp & Dohme (2019-2020)
- Global Head Drug Substance Biopharma Manufacturing / Chief Executive Officer Sandoz GmbH, Novartis (2018-2019)
- Site Head, Drug Product Schaftenau, Novartis (2017-2018)
- Global Head External Supplier Operations, Biopharma, Sandoz – Novartis (2015-2017)
- Global Head Technical Operations, Biopharma, Sandoz – Novartis (2015)
- Global Product Leader & Global Head Manufacturing, Science & Technology (MS&T), Sandoz – Novartis (2013-2015)
- Head of Manufacturing, Bayer Healthcare (2008-2013)
- Director of Operations – Plant Manager, Bayer Healthcare (2006-2008)
- Various Project Manager and QA Manager roles at Berlex LCC, Schering AG, Schering do Brazil, ingea depotec and GTZ (1994-2006)

6. Independent Statutory Auditors

The consolidated financial statements of the Group as at and for the financial years ended 31 December 2025 and 31 December 2024 incorporated by reference in this Base Prospectus, have been audited in accordance with Swiss law and the International Standards on Auditing and Swiss Standards of Auditing (SA-CH), by Deloitte AG, independent statutory auditors, with their address at Pfingstweidstrasse 11, 8005 Zurich, Switzerland, which are registered with the Swiss Federal Audit Oversight Authority (FAOA) under register number 500420.

7. Principal Shareholders

As of 31 December 2025, the issued share capital of the Guarantor amounted to CHF 70,229,021, divided into 70,229,021 registered shares with a nominal value of CHF 1 each. The table below sets out the shareholders of the Guarantor holding more than three per cent. of the share capital of the Guarantor according to disclosure notifications provided by the respective shareholders to the SIX Swiss Exchange and the Guarantor (as of 10 April 2026).

Shareholder	%
BlackRock, Inc., New York, NY (U.S.)	9.85[12]
Lonza Group AG	3.00
UBS Fund Management (Switzerland) AG, Basel, Switzerland	6.246

8. Capital Structure

As noted above, as of 31 December 2025, the Guarantor's share capital amounted to CHF 70,229,021, divided into 70,229,021 registered shares, fully paid-up, each with a par value of CHF 1.

Capital band: The Board of Directors is authorised until 5 May 2028 to conduct one or more increases and/or reductions of the share capital within the upper limit of CHF 85,635,000, corresponding to 85,635,000 fully paid-in registered shares with a par value of CHF 1 each, and the lower limit of CHF 67,050,000, corresponding to 67,050,000 fully-paid-in registered shares with a par value of CHF 1 each. This capital band was created by the Annual General Meeting held on 5 May 2023. The additional terms and conditions of the capital band (including the group of beneficiaries who have the right to subscribe for this additional capital) are set out in Article 4ter of the Guarantor's Articles of Association.

Conditional capital: The Guarantor's share capital may be increased through the issuance of a maximum of 7,500,000 fully paid-in registered shares with a par value of CHF 1 each up to a maximum aggregate amount of CHF 7,500,000 through the exercise of conversion rights and/or warrants granted in connection with the issuance of bonds or similar debt instruments of the Guarantor or one of its Group companies. This conditional capital was created by the Annual General Meeting on 25 April 2017 and amended by the Annual General Meeting held on 5 May 2023. The additional terms and conditions of the conditional capital (including the group of beneficiaries who have the right to subscribe for this additional capital) are set out in Article 4bis of the Guarantor's Articles of Association.

According to Article 4^{quater} of the Guarantor's Articles of Association, the capital increases in the form of conditional capital and capital band may increase Lonza's share capital on a non-preemptive basis only by up to 10 per cent. of the share capital entered in the commercial register at the time of the respective resolution, but in any case by a maximum of 7,500,000 registered shares, fully paid-up, each with a par value of CHF 1 from 5 May 2023 to 5 May 2028.

In the ordinary course of business, the Group has entered into a number of financing arrangements, giving it multiple sources of liquidity. These include:

- a USD 200 million term loan facility maturing 2026;
- a CHF 500 million revolving loan facility maturing 2027, which was not used as of 31 December 2025;
- a CHF 1,000 million revolving loan facility maturing 2030, which was not used as of 31 December 2025;
- a CHF 150 million 0.350 per cent. bond due 2026;
- a CHF 450 million 2.100 per cent. bond due 2029[13];
- a EUR 500 million 1.625 per cent. bond due 2027;
- a EUR 1,000 million 3.875 per cent. bond due 2036;
- a EUR 600 million 3.25 per cent. bond due 2030;

[12] (and 0.06% disposal position)

[13] The amount is composed of a CHF 300 million tranche priced on 8 February 2023 and a further tranche of CHF 150 million priced on 20 April 2023. The two tranches are fungible and constitute a single series of notes.

- a EUR 600 million 3.5 per cent. bond due 2034;
- a CHF 185 million 2.25 per cent. bond due 2028;
- a CHF 215 million 2.60 per cent. bond due 2031; and
- a EUR 500 million 3.875 per cent. bond due 2033.

Lonza is committed to maintaining a solid investment grade rating. If any credit rating assigned to Lonza (or the Issuer, or the Notes) were to be reduced or withdrawn for any reason, this could have a negative effect on the market value of the Notes, and any such credit rating may not reflect the potential impact of all risks relating to Lonza (or the Issuer, or the Notes, as applicable). As at 31 December 2025, the Group's Net Leverage ratio was 1.40 times.[14]

Lonza's management uses alternative performance measures ("**APMs**") that are not defined by the International Financial Reporting Standards ("**IFRS**") (non-GAAP measures) to assess financial and operational performance at a divisional and group level. APMs should not be viewed in isolation or as alternatives to Lonza's consolidated financial position and financial results, which are reported in accordance with IFRS. Instead, Lonza's APMs are intended to provide a complementary perspective on Lonza's performance by isolating distorting effects like exchange rate fluctuations or one-time items. They are also intended to provide additional key performance indicators to complement the performance dashboard. The APMs in use may not correspond to performance measures with similar names in other companies. For further information on APMs, see the section entitled "*Alternative Performance Measures*" below. Investors are advised to review the APMs in conjunction with the 2025 Financial Statements and the 2024 Financial Statements incorporated by reference into this Base Prospectus.

[14] The Group's Net Leverage ratio for 2025 represents the total Group, including the Capsules & Health Ingredients business that is reclassified as discontinued operations.

USE OF PROCEEDS

Unless (i) otherwise specified in the applicable Final Terms or (ii) the applicable Final Terms specifies the Notes as being "Green Bonds", the net proceeds of each Tranche of Notes will be applied by the Issuer for general corporate purposes of the Lonza Group, including to finance acquisitions.

The net proceeds for each Tranche of Notes will be applied by the Issuer outside of Switzerland unless and to the extent application in Switzerland is permitted under the Swiss taxation laws in force from time to time without payments in respect of any such Notes becoming subject to withholding or deduction for Swiss withholding tax as a consequence of such application of proceeds in Switzerland.

Green Bonds

The Group is considering publishing on its website (*www.lonza.com*) a "Green Financing Framework" (the "**Framework**") which will align with the Green Bond Principles (June 2021) administered by the International Capital Market Association and receive a second party opinion (the "**Second Party Opinion**") that assesses the Framework's alignment with the Green Bond Principles. Neither the Framework nor the Second Party Opinion, if published, will form part of this Base Prospectus and will not be incorporated by reference into this Base Prospectus.

If the applicable Final Terms specifies that the Notes of a Tranche are "Green Bonds", then the Issuer will use an amount equivalent to the net proceeds of the issuance of the Notes to fund eligible green projects ("**Eligible Green Projects**"). The criteria which will be used to identify Eligible Green Projects will be detailed in the Framework. The Framework will also detail how the proceeds of a Tranche of Green Bonds will be managed prior to their application to fund the relevant Eligible Green Projects.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions that, subject to completion in accordance with the provisions of Part A of the applicable Final Terms, shall be applicable to the Notes. All capitalised terms that are not defined in these Conditions will have the meanings given to them in Part A of the applicable Final Terms. References in the Conditions to "Notes" are to the Notes of one Series only, not to all Notes that may be issued under the Programme.

The Notes are constituted by a Trust Deed (as amended or supplemented as at the date of issue of the Notes (the "**Issue Date**", the "**Trust Deed**") dated 10 April 2025 between Lonza Finance International NV (the "**Issuer**"), Lonza Group AG (the "**Guarantor**") and The Law Debenture Trust Corporation p.l.c. (the "**Trustee**", which expression shall include all persons for the time being the trustee or trustees under the Trust Deed) as trustee for the Noteholders (as defined below). These terms and conditions (the "**Conditions**") include summaries of, and are subject to, the detailed provisions of the Trust Deed. An Agency Agreement (as amended or supplemented as at the Issue Date, the "**Agency Agreement**") dated 10 April 2025 has been entered into in relation to the Notes between the Issuer, the Guarantor, the Trustee and Citibank Europe Plc as initial issuing and paying agent and the other agents named in it. The issuing and paying agent, the other paying agents, and the calculation agent(s) for the time being (if any) are referred to below respectively as the "**Issuing and Paying Agent**", the "**Paying Agents**" (which expression shall include the Issuing and Paying Agent) and the "**Calculation Agent(s)**". Electronic copies of the Trust Deed and the Agency Agreement are available upon request to the Trustee and the Paying Agents, subject to a Noteholder providing evidence of its identity and its holding of Notes.

The Noteholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and are deemed to have notice of all the provisions of the Agency Agreement.

As used in these Conditions, "**Tranche**" means Notes which are identical in all respects, including as to Issue Date.

1 Form, Denomination and Title

The Notes are in dematerialised form in accordance with the Belgian companies and associations code (*Code des sociétés et des associations / Wetboek van vennootschappen en verenigingen*) dated 23 March 2019, as amended from time to time (the "**Code**"). The Notes will be represented exclusively by a book entry in the records of the securities settlement system operated by the National Bank of Belgium (the "**NBB**") or any successor thereto (the "**NBB-SSS**"). The Notes can be held by their holders through participants in the NBB-SSS, including certain banks, stockbrokers (*beursvennootschappen/sociétés de bourse*), Euroclear Bank SA/NV ("**Euroclear Bank**"), Clearstream Europe AG, Frankfurt ("**Clearstream Banking Frankfurt**"), Clearstream Banking S.A., Luxembourg ("**Clearstream Banking Luxembourg**"), SIX SIS AG ("**SIX SIS**"), Monte Titoli S.p.A. ("**Euronext Securities Milan**"), Euroclear France SA ("**Euroclear France**"), Interbolsa S.A. ("**Euronext Securities Porto**"), LuxCSD S.A. ("**LuxCSD**"), Iberclear-ARCO ("**Iberclear**") and OeKB CSD GmbH ("**OeKB**"), any other national or international NBB investors central securities depositories ("**NBB investor (I)CSDs**"), and through other financial intermediaries which in turn hold their Notes through Euroclear Bank, Clearstream Banking Frankfurt, Clearstream Banking Luxembourg, SIX SIS, Euronext Securities Milan, Euroclear France, Euronext Securities Porto, LuxCSD, Iberclear, OeKB any other NBB investor (I)CSDs or other NBB-SSS participants. Accordingly, the Notes will be eligible to clear through, and therefore be accepted by, Euroclear Bank, Clearstream Banking Frankfurt, Clearstream Banking Luxembourg, SIX SIS, Euronext Securities Milan, Euroclear France, Euronext Securities Porto, LuxCSD, Iberclear, OeKB and any other NBB investor (I)CSD, or other NBB-SSS participants, and investors can hold their interests in the Notes within securities accounts in Euroclear Bank, Clearstream Banking Frankfurt, Clearstream Banking Luxembourg, SIX SIS, Euronext Securities Milan, Euroclear France, Euronext Securities Porto, LuxCSD, Iberclear, OeKB and any other NBB investor

(I)CSD, or the other direct or indirect participants in the NBB-SSS. Title to the Notes is transferred by account transfer.

The Notes are accepted for settlement through the NBB-SSS, and are accordingly subject to the applicable clearing regulations of the NBB. The Notes will be settled through the X/N accounts system organised within the NBB-SSS in accordance with the law of 6 August 1993 on transactions in certain securities (*loi relative aux opérations sur certaines valeurs mobilières/wet betreffende de transacties met bepaalde effecten*), its implementing Belgian royal decrees of 26 May 1994 and 14 June 1994 and the rules of the NBB-SSS and its annexes, as issued or modified by the NBB from time to time (the laws, decrees and rules mentioned in this Condition being referred to herein as the "**NBB-SSS Regulations**"). The Notes cannot be physically delivered and may not be converted into bearer bonds (*effecten aan toonder/titres au porteur*).

The Notes may be held only by, and transferred only to, eligible investors referred to in Article 4 of the Belgian Royal Decree of 26 May 1994 on the collection and refund of withholding tax (as amended or replaced from time to time) (*Arrêté royal de 26 mai 1994 relatif à la perception et à la bonification du précompte mobilier / koninklijk besluit van 26 mei 1994 over de inhouding en de vergoeding van de roerende voorheffing*), holding their securities in an exempt securities account that has been opened with a financial institution that is a direct or indirect participant in the NBB-SSS.

Holders are entitled to exercise the rights they have, including but not limited to exercising their voting rights and other associative rights (as defined for the purposes of Article 7:41 of the Code) against the Issuer upon submission of an affidavit drawn up by the NBB, Euroclear Bank, Clearstream Banking Frankfurt, Clearstream Banking Luxembourg, SIX SIS, Euronext Securities Milan, Euroclear France, Euronext Securities Porto, LuxCSD, Iberclear, OeKB, any other NBB investor (I)CSDs or any other participant duly licensed in Belgium to keep dematerialised securities accounts showing such holder's position in the Notes (or the position held by the financial institution through which such holder's Notes are held with the NBB, Euroclear Bank, Clearstream Banking Frankfurt, Clearstream Banking Luxembourg, SIX SIS, Euronext Securities Milan, Euroclear France, Euronext Securities Porto, LuxCSD, Iberclear, OeKB, any other NBB investor (I)CSDs or such other NBB-SSS participant, in which case an affidavit drawn up by that financial institution will also be required).

For such purposes, each person who is from time to time shown in the records of a participant, sub-participant or the NBB as operator of the NBB-SSS as the holder of a particular amount of Notes shall be treated as the holder of those Notes and any certificate or other document issued by any participant or the NBB shall be conclusive and binding.

The Notes are issued in the Specified Denomination(s) specified in the applicable Final Terms. The minimum Specified Denomination of the Notes shall be at least EUR 100,000 (or its equivalent in any other currency).

If, at any time, the Notes are transferred to any other clearing system which is not exclusively operated by the NBB (such clearing system, an "**Alternative Clearing System**"), these Conditions shall apply *mutatis mutandis* in respect of such Notes.

This Note is a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note or a combination of any of the foregoing or any other kind of Note, depending upon the Interest and Redemption/Payment Basis as specified in the applicable Final Terms.

In these Conditions, "**Noteholder**" and "**holder**" means, in respect of any Note, the holder from time to time of a Note as determined by reference to the records of the relevant clearing systems or financial intermediaries and the affidavits referred to in this Condition 1.

2 Guarantee and Status

(a) **Guarantee**

The Guarantor has unconditionally and irrevocably guaranteed the due payment of all sums expressed to be payable by the Issuer under the Trust Deed and the Notes (the "**Guarantee**"). Its obligations in that respect are contained in the Trust Deed. The obligations of the Guarantor under the Guarantee shall, save for such exceptions as may be provided by applicable legislation and by provisions of law that are mandatory and of general application and subject to Condition 3, at all times rank at least equally with all its other present and future unsecured and unsubordinated obligations.

(b) **Status**

The Notes constitute (subject to Condition 3) unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Notes shall, save for such exceptions as may be provided by applicable legislation and by provisions of law that are mandatory and of general application and subject to Condition 3, at all times rank at least equally with all its other present and future unsecured and unsubordinated obligations.

3 Negative Pledge

So long as any Note remains outstanding (as defined in the Trust Deed), neither the Issuer nor the Guarantor will, and the Guarantor will ensure that none of its Material Subsidiaries will, create or have outstanding, any mortgage, charge, lien, pledge or other form of encumbrance or security interest ("Security") upon the whole or any part of its present or future undertaking, assets or revenues (including any uncalled capital) to secure any Relevant Debt or to secure any guarantee or indemnity in respect of any Relevant Debt, without:

(a) at the same time or prior thereto securing the Notes equally and rateably with any such Relevant Debt or guarantee or indemnity in respect of any Relevant Debt; or

(b) granting Security or such other arrangement as either (i) the Trustee shall in its absolute discretion deem not materially less beneficial to the interests of the Noteholders or (ii) shall be approved by an Extraordinary Resolution (as defined in the Schedule to the Agency Agreement).

In this Condition 3:

"**Consolidated EBITDA**" means the Group's consolidated EBITDA as reported in the latest consolidated financial statements of the Group;

"**Group**" means the Guarantor and its Subsidiaries for the time being;

"**Material Subsidiary**" means any Subsidiary of the Guarantor:

(i) whose profits, gross revenues and gross assets (in each case, consolidated in the case of a Subsidiary which itself has Subsidiaries) represent not less than 10 per cent. of the Consolidated EBITDA, gross revenues and gross assets (as the case may be) of the Guarantor and its Subsidiaries taken as a whole, all as calculated respectively by reference to the latest financial statements (consolidated or, as the case may be, unconsolidated) of the Subsidiary and the then latest audited consolidated financial statements of the Group; provided that in the case of a Subsidiary acquired after the end of the financial period to which the then latest audited consolidated financial statements of the Group relate for the purpose of applying each of the foregoing tests, the reference to the Group's latest audited consolidated financial statements shall be deemed to be reference to such financial

statements as if such Subsidiary had been shown therein by reference to its then latest relevant financial statements, adjusted as deemed appropriate by the Guarantor; or

(ii) to which is transferred all or substantially all of business, undertaking and assets of another Subsidiary which immediately prior to such transfer is a Material Subsidiary, whereupon (a) in the case of a transfer by a Material Subsidiary, the transferor Material Subsidiary shall immediately cease to be a Material Subsidiary and (b) the transferee Subsidiary shall immediately become a Material Subsidiary, provided that on or after the date on which the relevant financial statements for the financial period current at the date of such transfer are published, whether such transferor Subsidiary or such transferee Subsidiary is or is not a Material Subsidiary shall be determined pursuant to the provisions of sub-paragraph (i) above.

A written certificate signed by two Authorised Signatories (as defined in the Trust Deed) of the Guarantor that in their opinion (making such adjustments (if any) as they shall deem appropriate) a Subsidiary is or is not or was or was not at any particular time or during any particular period a Material Subsidiary shall, in the absence of manifest error, be conclusive and binding on the Issuer, the Guarantor, the Trustee and the Noteholders;

"**Relevant Debt**" means any indebtedness for moneys borrowed or raised which is in the form of, or represented or evidenced by, bonds, notes, debentures, loan stock or other securities which, with the agreement of the person issuing the same, for the time being are, or are capable of being, quoted, listed or dealt in or traded on any stock exchange or over-the-counter or other securities market; and

"**Subsidiary**" means, in relation to any company or corporation or body corporate, a company or corporation or body corporate:

(i) which is controlled, directly or indirectly, by the first mentioned company or corporation or body corporate;

(ii) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first mentioned company or corporation or body corporate;

(iii) a majority of the voting rights in which, whether exercisable or not, are held by the first mentioned company or corporation or body corporate; or

(iv) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation or body corporate,

and for this purpose, a company or corporation or body corporate shall be treated as being controlled by another if that other company or corporation or body corporate is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

4 Interest and other Calculations

(a) Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest on its outstanding nominal amount from, and including, the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 4(f).

(b) **Interest on Floating Rate Notes**

(i) *Interest Payment Dates*

Each Floating Rate Note bears interest on its outstanding nominal amount from, and including, the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 4(f). Such Interest Payment Date(s) is/are either as specified in the applicable Final Terms as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, Interest Payment Date shall mean each date which falls the number of months or other period specified in the applicable Final Terms as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

(ii) *Business Day Convention*

If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is:

(A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment;

(B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day;

(C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day; or

(D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

(iii) *Rate of Interest*

The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified in the applicable Final Terms and the provisions below relating to ISDA Determination, Screen Rate Determination and/or Linear Interpolation shall apply, depending upon which is specified in the applicable Final Terms.

(A) ISDA Determination

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate, provided that in any circumstances where under the ISDA Definitions the Calculation Agent would be required to exercise any discretion, including the selection of any reference banks and seeking quotations

from reference banks, when calculating the relevant ISDA Rate, the relevant determination(s) which require the Calculation Agent to exercise its discretion shall instead be made by the Issuer or its designee. For the purposes of this sub-paragraph (A), "**ISDA Rate**" for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(x) if the Final Terms specify either "2006 ISDA Definitions" or "2021 ISDA Definitions" as the applicable ISDA Definitions:

(1) the Floating Rate Option (as defined in the relevant ISDA Definitions) is as specified in the applicable Final Terms;

(2) the Designated Maturity (as defined in the relevant ISDA Definitions), if applicable, is a period specified in the applicable Final Terms;

(3) the relevant Reset Date (as defined in the relevant ISDA Definitions) is as specified in the applicable Final Terms;

(4) if the specified Floating Rate Option is an Overnight Floating Rate Option (as defined in the relevant ISDA Definitions), Compounding is specified to be applicable in the applicable Final Terms and:

(I) Compounding with Lookback is specified as the Compounding Method in the applicable Final Terms, then (a) Compounding with Lookback is the Overnight Rate Compounding Method and (b) Lookback is the number of Applicable Business Days (as defined in the relevant ISDA Definitions) specified in the applicable Final Terms; or

(II) Compounding with Observation Period Shift is specified as the Compounding Method in the applicable Final Terms, then (a) Compounding with Observation Period Shift is the Overnight Rate Compounding Method, (b) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the relevant ISDA Definitions) specified in the applicable Final Terms and (c) Observation Period Shift Additional Business Days (as defined in the relevant ISDA Definitions), if applicable, are the days specified in the applicable Final Terms; and

(5) if the specified Floating Rate Option is an Index Floating Rate Option (as defined in the relevant ISDA Definitions) and Index Provisions are specified to be applicable in the applicable Final Terms, the Compounded Index Method with Observation Period Shift shall be applicable and (a) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the relevant ISDA Definitions) specified in the applicable Final Terms and (b) Observation Period Shift Additional Business Days

(as defined in the relevant ISDA Definitions), if applicable, are the days specified in the applicable Final Terms;

(6) references in the relevant ISDA Definitions to:

(I) "Confirmation" shall be deemed to be references to the applicable Final Terms;

(II) "Calculation Period" shall be deemed to be references to the relevant Interest Accrual Period;

(III) "Termination Date" shall be deemed to be references to the Maturity Date; and

(IV) "Effective Date" shall be deemed to be references to the Interest Commencement Date; and

(y) if the Final Terms specify "2021 ISDA Definitions" as the applicable ISDA Definitions:

(1) Administrator/Benchmark Event shall be disapplied; and

(2) if the Temporary Non-Publication Fallback for any specified Floating Rate Option is specified to be "Temporary Non-Publication Fallback – Alternative Rate" in the Floating Rate Matrix of the 2021 ISDA Definitions, the reference to "Calculation Agent Alternative Rate Determination" in the definition of "Temporary Non-Publication Fallback – Alternative Rate" shall be replaced by "Temporary Non-Publication Fallback – Previous Day's Rate".

(B) Screen Rate Determination – Term Rate

(x) Subject to Condition 4(j), where "Screen Rate Determination – Term Rate" is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be either:

(1) the offered quotation; or

(2) the arithmetic mean of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (Brussels time in the case of EURIBOR) on the Interest Determination Date in question as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such offered quotations.

(y) if the Relevant Screen Page is not available or if, sub-paragraph (x)(1) applies and no such offered quotation appears on the Relevant Screen

Page or if sub-paragraph (x)(2) above applies and fewer than three such offered quotations appear on the Relevant Screen Page in each case as at the time specified above, subject as provided below, the Issuer shall request, if the Reference Rate is EURIBOR, the principal Euro-zone office of each of the Reference Banks, to provide the Issuer with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately 11.00 a.m. (Brussels time) on the Interest Determination Date in question. If two or more of the Reference Banks provide the Issuer with such offered quotations, the Rate of Interest for such Interest Accrual Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent; and

(z)

(1) if paragraph (y) above applies and the Issuer determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to the Issuer by the Reference Banks or any two or more of them, at which such banks were offered, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market; or

(2) if fewer than two of the Reference Banks provide the Issuer with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time), on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for such purpose) informs the Issuer it is quoting to leading banks in, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market,

provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin, Minimum Rate of Interest or Maximum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin, Minimum Rate of Interest or Maximum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin, Minimum Rate of Interest or Maximum Rate of Interest relating to that last preceding Interest Accrual Period).

(C) Screen Rate Determination – Overnight Rate

Where "Screen Rate Determination – Overnight Rate" is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined and the relevant Reference Rate is €STR, SOFR or SONIA, the Rate of Interest for each Interest Accrual Period will be calculated in accordance with this Condition 4(b)(iii)(C).

(1) Where the Calculation Method is specified in the applicable Final Terms as being "Compounded Daily", the Rate of Interest for each Interest Accrual Period will, subject to (in the case of €STR and SONIA) Condition 4(j) or (in the case of SOFR) Condition 4(k) and as provided below, be the Compounded Daily Reference Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any), where:

"**Compounded Daily Reference Rate**" means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment in the Specified Currency (with the applicable Reference Rate (as indicated in the applicable Final Terms and further provided for below) as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms) on the Interest Determination Date, as follows, and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{r_i \times n_i}{D}\right)-1\right]\times\frac{D}{d}$$

where:

"**Business Day**" in this Condition 4(b)(iii)(C)(1) means:

(a) where "€STR" is specified in the applicable Final Terms as the Reference Rate, any day which is a TARGET Business Day;

(b) where "SOFR" is specified in the applicable Final Terms as the Reference Rate, any day which is a U.S. Government Securities Business Day and is not a legal holiday in New York and is not a date on which banking institutions in those cities are authorised or required by law or regulation to be closed;

(c) where "SONIA" is specified in the applicable Final Terms as the Reference Rate, any day which is a London Business Day;

"**d**" is the number of calendar days in:

(a) where "Lag" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Accrual Period; or

(b) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

"**D**" shall, unless otherwise specified in the applicable Final Terms, be (a) where "€STR" or "SOFR" is specified in the applicable Final Terms as the Reference Rate, 360; and (b) where "SONIA" is specified in the applicable Final Terms as the Reference Rate, 365;

"$\mathbf{d_o}$" is the number of Business Days in:

(a) where "Lag" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Accrual Period; or

(b) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

"**i**" is a series of whole numbers from one to d_o, each representing the relevant Business Day in chronological order from, and including, the first Business Day in:

(a) where "Lag" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Accrual Period; or

(b) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

"$\mathbf{n_i}$", for any Business Day "i", means the number of calendar days from and including such Business Day "i" up to but excluding the following Business Day;

"**Observation Period**" means, in respect of an Interest Accrual Period, the period from and including the date falling "p" Business Days prior to the first day of such Interest Accrual Period (and the first Observation Period shall begin on and include the date which is "p" Business Days prior to the Issue Date) and ending on, but excluding, the date which is "p" Business Days prior to the Interest Period Date for such Interest Accrual Period (or the date falling "p" Business Days prior to such earlier date, if any, on which the Notes become due and payable);

"**p**" means:

(a) where "Lag" is specified as the Observation Method in the applicable Final Terms, the number of Business Days included in the Lag Look-back Period specified in the applicable Final Terms (or, if no such number is specified, five Business Days); or

(b) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the number of Business Days specified as the Observation Shift Period in the applicable Final Terms (or, if no such number is specified, five Business Days);

"**r**" means in respect of the relevant Reference Rate, in respect of any Business Day, the relevant Reference Rate in respect of such Business Day;

"$\mathbf{r_i}$" means the applicable Reference Rate as set out in the definition of "r" above for:

(a) where "Lag" is specified as the Observation Method in the applicable Final Terms, the Business Day falling "p" Business Days prior to the relevant Business Day "i"; or

(b) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Business Day "i".

(2) Where the Calculation Method is specified in the applicable Final Terms as being "Weighted Average", the Rate of Interest for each Interest Accrual Period will, subject to (in the case of €STR and SONIA) Condition 4(j) or (in the case of SOFR) Condition 4(k) and as provided below, be the Weighted Average Reference Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any) and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms) on the Interest Determination Date and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards, where:

"**Weighted Average Reference Rate**" means the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Observation Period, calculated by multiplying each relevant Reference Rate by the number of calendar days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Observation Period. For these purposes the Reference Rate in effect for any calendar day which is not a Business Day shall be deemed to be the Reference Rate in effect for the Business Day immediately preceding such calendar day,

where:

"**Business Day**" in this Condition 4(b)(iii)(C)(2), means:

(I) where "€STR" is specified in the applicable Final Terms as the Reference Rate, any day which is a TARGET Business Day;

(II) where "SOFR" is specified in the applicable Final Terms as the Reference Rate, any day which is a U.S. Government Securities Business Day and is not a legal holiday in New York and is not a date on which banking institutions in those cities are authorised or required by law or regulation to be closed; and

(III) where "SONIA" is specified in the applicable Final Terms as the Reference Rate, any day which is a London Business Day;

"**Observation Period**" means, in respect of an Interest Accrual Period, the period from and including the date falling "p" Business Days prior to the first day of such Interest Accrual Period (and the first Observation Period shall begin on and include the date which is "p" Business Days prior to the Issue Date) and ending on, but excluding, the date which is "p" Business Days prior to the Interest Period Date for such Interest Accrual Period (or the date falling "p" Business Days prior to such earlier date, if any, on which the Notes become due and payable); and

"**p**" means the number of Business Days included in the Lag Look-back Period specified in the applicable Final Terms (or, if no such number is specified, five Business Days).

(3) Where the Reference Rate is SOFR or SONIA and the Calculation Method is specified in the applicable Final Terms as being "Index Average", the Rate of Interest for each Interest Accrual Period will, subject to (in the case of SONIA) Condition 4(j) or (in the case of SOFR) Condition 4(k) and as provided below, be the Compounded Index Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any), where:

"**Compounded Index Rate**" means, with respect to an Interest Accrual Period, the compounded daily reference rate for the relevant Interest Accrual Period, calculated in accordance with the following formula and to the Relevant Decimal Place, all as determined and calculated by the Calculation Agent on the Interest Determination Date:

$$\left(\frac{Compounded\ Index_{END}}{Compounded\ Index_{START}} - 1\right) \times \left(\frac{D}{d}\right)$$

where:

"**Business Day**" in this Condition 4(b)(iii)(C)(3), means:

(a) in the case of SOFR Compounded Index, any day which is a U.S. Government Securities Business Day and is not a legal holiday in New York and is not a date on which banking institutions in those cities are authorised or required by law or regulation to be closed; and

(b) in the case of SONIA Compounded Index, any day which is a London Business Day;

"**Compounded Index**" means:

(a) where "SOFR" is specified in the applicable Final Terms as the Reference Rate, SOFR Compounded Index; or

(b) where "SONIA" is specified in the applicable Final Terms as the Reference Rate, SONIA Compounded Index;

"**Compounded Index$_{END}$**" means the Compounded Index value on the date falling "p" Business Days prior to (i) in respect of an Interest Accrual Period, the Interest Period Date for such Interest Accrual Period or (ii) if the Notes become due and payable prior to the end of an Interest Accrual Period, the date on which the Notes become so due and payable;

"**Compounded Index$_{START}$**" means, in respect of an Interest Accrual Period, the Compounded Index value on the date falling "p" Business Days prior to (i) the first day of such Interest Accrual Period or (ii) in the case of the first Interest Accrual Period, the Issue Date;

"**d**" means the number of calendar days from (and including) the day on which the relevant Compounded Index$_{START}$ is determined to (but

excluding) the day on which the relevant Compounded $\text{Index}_{\text{END}}$ is determined;

"**D**" shall, unless otherwise specified in the applicable Final Terms, be (i) 360 in the case of the SOFR Compounded Index and (ii) 365 in the case of the SONIA Compounded Index;

"**p**" means the number of Business Days specified as the Compounded Index Period in the applicable Final Terms (or, if no such number is specified, (i) two in the case of the SOFR Compounded Index and (ii) five in the case of the SONIA Compounded Index); and

"**Relevant Decimal Place**" shall, unless otherwise specified in the applicable Final Terms, be (i) the seventh decimal place in the case of the SOFR Compounded Index and (ii) the fifth decimal place in the case of the SONIA Compounded Index, in each case rounded if necessary, with 0.000005 or, as the case may be, 0.00000005 being rounded upwards.

Provided that (i) a Benchmark Transition Event has not occurred in respect of SOFR or (ii) a Benchmark Event has not occurred in respect of SONIA, if, with respect to any Interest Accrual Period, the relevant Compounded $\text{Index}_{\text{START}}$ and/or Compounded $\text{Index}_{\text{END}}$ is not published by the relevant administrator, the Calculation Agent shall calculate the Rate of Interest for that Interest Accrual Period in accordance with Condition 4(b)(iii)(C)(1) as if "Index Average" was not specified in the applicable Final Terms as being the Calculation Method. For these purposes, (i) the Reference Rate shall be deemed to be SOFR in the case of SOFR Compounded Index and SONIA in the case of SONIA Compounded Index; (ii) the Calculation Method shall be deemed to be Compounded Daily; (iii) the Observation Method shall be deemed to be Observation Shift; (iv) the Observation Shift Period shall be deemed to be "p"; (v) D shall remain the same; and (vi) in the case of SONIA, the Relevant Screen Page will be determined by the Issuer. If a Benchmark Transition Event or a Benchmark Event has occurred in respect of SOFR or SONIA, respectively, the provisions of (in the case of SONIA) Condition 4(j) or (in the case of SOFR) Condition 4(k) shall apply *mutatis mutandis* in respect of this Condition 4(b)(iii)(C)(3).

(4) Subject to Condition 4(j), where "€STR" is specified as the Reference Rate in the applicable Final Terms, if, in respect of any TARGET Business Day, €STR is not available, such Reference Rate shall be the €STR for the first preceding TARGET Business Day on which €STR was published by the European Central Bank, as the administrator of €STR (or any successor administrator of €STR) on the website of the European Central Bank (or of any successor administrator of such rate), and "r" shall be interpreted accordingly.

(5) Subject to Condition 4(k), where "SOFR" is specified as the Reference Rate in the applicable Final Terms and either (i) the Calculation Method is specified in the applicable Final Terms as being "Compounded Daily" or "Weighted Average", or (ii) the Calculation Method is specified in the applicable Final Terms as being "Index Average" and Condition

4(b)(iii)(C)(1) applies, if, in respect of any U.S. Government Securities Business Day, SOFR is not available, such Reference Rate shall be the SOFR for the first preceding U.S. Government Securities Business Day on which SOFR was published by the Federal Reserve Bank of New York, as the administrator of SOFR (or any successor administrator of SOFR), on the website of the Federal Reserve Bank of New York (or any successor administrator of SOFR) or any successor source, and "r" shall be interpreted accordingly.

(6) Subject to Condition 4(j), where "SONIA" is specified as the Reference Rate in the applicable Final Terms and either (i) the Calculation Method is specified in the applicable Final Terms as being "Compounded Daily" or "Weighted Average", or (ii) the Calculation Method is specified in the applicable Final Terms as being "Index Average" and Condition 4(b)(iii)(C)(1) applies, if, in respect of any London Business Day, SONIA is not available on the Relevant Screen Page, or has not otherwise been published by the relevant authorised distributors, such Reference Rate shall be:

(a) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at close of business on the relevant London Business Day; plus (ii) the mean of the spread of SONIA to the Bank Rate over the previous five days on which SONIA has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate, or

(b) if such Bank Rate is not available, SONIA published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding London Business Day on which SONIA was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors),

and in each case, "r" shall be interpreted accordingly.

(7) In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions, but without prejudice to (in the case of €STR or SONIA) Condition 4(j) or (in the case of SOFR) Condition 4(k), the Rate of Interest shall be:

(a) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin, Minimum Rate of Interest or Maximum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin, Minimum Rate of Interest or Maximum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin, Minimum Rate of Interest or Maximum Rate of Interest relating to that last preceding Interest Accrual Period);

(b) if there is no such preceding Interest Determination Date and the relevant Interest Accrual Period is the first Interest Accrual Period for the Notes, the Initial Rate of Interest which would have been applicable for the first Interest Accrual Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Accrual Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Minimum Rate of Interest or Maximum Rate of Interest applicable to the first Interest Accrual Period); or

(c) if there is no such preceding Interest Determination Date and the relevant Interest Accrual Period is not the first Interest Accrual Period for the Notes, the Rate of Interest which applied to the immediately preceding Interest Accrual Period.

If the Notes become due and payable in accordance with Condition 8, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Final Terms, be deemed to be the date on which such Notes became due and payable and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date and as if (solely for the purpose of such interest determination) the relevant Interest Accrual Period had been shortened accordingly.

(D) Linear Interpolation

Where Linear Interpolation is specified in the applicable Final Terms in respect of an Interest Accrual Period, the Rate of Interest for such Interest Accrual Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified in the applicable Final Terms) or the relevant Floating Rate Option (where ISDA Determination is specified in the applicable Final Terms), one of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Accrual Period and the other of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Accrual Period provided however that if there is no rate available for the period of time next shorter or, as the case may be, next longer, then the Issuer (acting in good faith and in consultation with an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer) shall determine such rate at such time and by reference to such sources as it determines appropriate.

"**Applicable Maturity**" means: (a) in relation to Screen Rate Determination, the period of time designated in the Reference Rate, and (b) in relation to ISDA Determination, the Designated Maturity.

(c) **Zero Coupon Notes**

Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date

shall be the Early Redemption Amount of such Note. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 5(b)(i)).

(d) **Accrual of Interest**

Interest shall cease to accrue on each Note on the due date for redemption unless payment is improperly withheld or refused, in which event interest shall continue to accrue (both before and after judgment) at the Rate of Interest in the manner provided in this Condition 4 to the date on which payment in respect of such Note first becomes due or (if the full amount of the money payable has not been duly paid on or prior to such due date) the date on which payment in full of the amount outstanding is made.

(e) **Margin, Maximum/Minimum Rates of Interest and Redemption Amounts and Rounding**

(i) If any Margin is specified in the applicable Final Terms (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to (in the case of (x)) all Rates of Interest or (in the case of (y)) the Rates of Interest for the specified Interest Accrual Periods, calculated in accordance with Condition 4(b) above by adding (if a positive number) or subtracting (if a negative number) the absolute value of such Margin, subject always to the next paragraph.

(ii) If any Maximum Rate of Interest or Minimum Rate of Interest or Redemption Amount is specified in the applicable Final Terms, then any Rate of Interest or Redemption Amount shall be subject to such maximum or minimum, as the case may be.

(iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 of a percentage point being rounded up), (y) all figures shall be rounded to seven significant figures (provided that if the eighth significant figure is a 5 or greater, the seventh significant figure shall be rounded up) and (z) all currency amounts that fall due and payable shall be rounded down to the nearest unit of such currency. For these purposes "**unit**" means the lowest amount of such currency that is available as legal tender in the country or countries of such currency.

(f) **Calculations**

The amount of interest payable per Calculation Amount in respect of any Note for any Interest Accrual Period shall be equal to the product of the Rate of Interest, the Calculation Amount specified in the applicable Final Terms, and the Day Count Fraction for such Interest Accrual Period, unless an Interest Amount (or a formula for its calculation) is applicable to such Interest Accrual Period, in which case the amount of interest payable per Calculation Amount in respect of such Note for such Interest Accrual Period shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable per Calculation Amount in respect of such Interest Period shall be the sum of the Interest Amounts payable in respect of each of those Interest Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated.

Notwithstanding the previous paragraph, for so long as the Notes are held in the NBB-SSS, the method of calculation provided for above shall apply save that the calculation shall be made in respect of the total aggregate amount of the Notes.

(g) **Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Special Redemption Amounts and Change of Control Redemption Amounts**

The Calculation Agent shall, as soon as practicable on each Interest Determination Date, or such other time on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the Interest Amounts for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount, the Special Redemption Amount or Change of Control Redemption Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount, Special Redemption Amount or Change of Control Redemption Amount to be notified to the Trustee, the Issuer, the Guarantor, each of the Paying Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed and/or admitted to trading on a stock exchange and the rules of such exchange or other relevant authority so require, such exchange or other relevant authority as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 4(b)(ii), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Notes become due and payable under Condition 8, the accrued interest and the Rate of Interest payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

(h) **Definitions**

In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

"**€STR**" means, in respect of any TARGET Business Day, a reference rate equal to the daily euro short-term rate as provided by the European Central Bank, as the administrator of such rate (or any successor administrator of such rate) on the website of the European Central Bank (or any successor administrator of such rate) or any successor source, in each case, at the time specified by, or determined in accordance with, the applicable methodology, policies or guidelines, of the administrator of such rate on the TARGET Business Day immediately following such TARGET Business Day;

"**Business Day**" means a day (other than a Saturday or Sunday) on which the NBB-SSS is operating and:

(i) in the case of a currency other than euro, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency;

(ii) in the case of euro, a day on which TARGET is operating (a "**TARGET Business Day**"); or

(iii) in the case of a currency and/or one or more Business Centres (as specified in the applicable Final Terms), a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Business Centre(s) or, if no currency is indicated, generally in each of the Business Centres;

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting an Interest Period or an Interest Accrual Period, the "**Calculation Period**"):

(i) if "**Actual/Actual**" or "**Actual/Actual-ISDA**" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(ii) if "**Actual/365 (Fixed)**" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365;

(iii) if "**Actual/365 (Sterling)**" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;

(iv) if "**Actual/360**" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 360;

(v) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{M_1}$" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{M_2}$" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30;

(vi) if "**30E/360**" or "**Eurobond Basis**" is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D_2 will be 30;

(vii) if "**30E/360 (ISDA)**" is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D_2 will be 30;

(viii) if "**Actual/Actual-ICMA**" is specified in the applicable Final Terms,

(a) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and

(b) if the Calculation Period is longer than one Determination Period, the sum of:

(x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and

(y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year,

where:

"**Determination Date**" means the date(s) specified as such in the applicable Final Terms or, if none is so specified, the Interest Payment Date(s); and

"**Determination Period**" means the period from and including a Determination Date in any year to but excluding the next Determination Date;

"**Euro-zone**" means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended;

"**Interest Accrual Period**" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date;

"**Interest Amount**" means:

(i) in respect of an Interest Accrual Period, the amount of interest payable per Calculation Amount for that Interest Accrual Period and which, in the case of Fixed Rate Notes, and unless otherwise specified in the applicable Final Terms, shall mean the Fixed Coupon Amount or Broken Amount specified in the applicable Final Terms as being payable on the Interest Payment Date ending the Interest Period of which such Interest Accrual Period forms part; and

(ii) in respect of any other period, the amount of interest payable per Calculation Amount for that period;

"**Interest Commencement Date**" means the Issue Date or such other date as may be specified in the applicable Final Terms;

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such in the applicable Final Terms or, if none is so specified, (i) the first day of such Interest Accrual Period if the Specified Currency is sterling; (ii) the day falling two TARGET Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is euro; or (iii) the day falling two Business Days in London prior to the first day of such Interest Accrual Period if the Specified Currency is neither sterling nor euro;

"**Interest Period**" means the period beginning on and including the Interest Commencement Date and ending on but excluding the first Interest Payment Date and each successive period beginning on and including an Interest Payment Date and ending on but excluding the next succeeding Interest Payment Date unless otherwise specified in the applicable Final Terms;

"**Interest Period Date**" means each Interest Payment Date unless otherwise specified in the applicable Final Terms;

"**ISDA Definitions**" means (i) if "2006 ISDA Definitions" is specified in the applicable Final Terms, the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. ("**ISDA**"), as amended and updated as at the Issue Date of the first Tranche of the Notes; or (ii) if "2021 ISDA Definitions" is specified in the applicable Final Terms, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions, including any Matrices referred to therein, as published by ISDA as at the Issue Date of the first Tranche of the Notes;

"**London Business Day**" means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

"**Rate of Interest**" means the rate of interest payable from time to time in respect of this Note and that is either specified or calculated in accordance with the provisions in the applicable Final Terms;

"**Reference Banks**" means, if the Reference Rate is EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market selected by the Issuer;

"**Reference Rate**" means the rate specified as such in the applicable Final Terms;

"**Relevant Screen Page**" means such page, section, caption, column or other part of a particular information service as may be specified in the applicable Final Terms (or any successor or replacement page, section, caption, column or other part of a particular information service);

"**SOFR**" means, in respect of any U.S. Government Securities Business Day, a reference rate equal to the daily Secured Overnight Financing Rate for such U.S. Government Securities Business Day as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate) on the website of the Federal Reserve Bank of New York (or any successor administrator of such rate) or any successor source, in each case on or about 5.00 p.m. (New York City time) on the U.S. Government Securities Business Day immediately following such U.S. Government Securities Business Day;

"**SOFR Compounded Index**" means, in respect of any U.S. Government Securities Business Day, the compounded daily SOFR rate, as published at 3.00 p.m. (New York City time) by the Federal Reserve Bank of New York, as the administrator of SOFR (or any successor administrator of SOFR) on the website of the Federal Reserve Bank of New York (or any successor administrator of SOFR) or any successor source;

"**SONIA**" means, in respect of any London Business Day, a reference rate equal to the daily Sterling Overnight Index Average rate for such London Business Day as provided by the

administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors in each case on the London Business Day immediately following such London Business Day;

"**SONIA Compounded Index**" means, in respect of any London Business Day, the compounded daily SONIA rate as published by authorised distributors on the Relevant Screen Page on such London Business Day or, if the compounded daily SONIA rate cannot be obtained from such authorised distributors, as published at 10.00 a.m. (London time) by the Bank of England (or a successor administrator of SONIA) on the Bank of England's Interactive Statistical Database, or any successor source;

"**Specified Currency**" means the currency specified as such in the applicable Final Terms or, if none is specified, the currency in which the Notes are denominated;

"**TARGET**" means the real time gross settlement system operated by the Eurosystem, or any successor system; and

"**U.S. Government Securities Business Day**" means any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association (or any successor thereto) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

(i) **Calculation Agent**

The Issuer shall procure that there shall at all times be one or more Calculation Agents if provision is made for them in the applicable Final Terms and for so long as any Note is outstanding (as defined in the Trust Deed). Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Accrual Period or to calculate any Interest Amount, Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount, Special Redemption Amount or Change of Control Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall appoint a leading bank or financial institution engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

(j) **Benchmark Discontinuation – General**

Where the Original Reference Rate is not SOFR, in addition and notwithstanding the terms set forth elsewhere in these Conditions, this Condition 4(j) shall apply.

(i) *Independent Adviser*

If a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 4(j)(ii)) and, in either

case, an Adjustment Spread and any Benchmark Amendments (in accordance with Condition 4(j)(iv)). In making such determination, the Independent Adviser appointed pursuant to this Condition 4(j) shall act in good faith and in a commercially reasonable manner as an expert. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Trustee, the Paying Agents or the Noteholders for any determination made by it, pursuant to this Condition 4(j).

If (i) the Issuer is unable to appoint an Independent Adviser; or (ii) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 4(j)(i) prior to the date which is 10 business days prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Accrual Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Accrual Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be determined using the Original Reference Rate last displayed on the relevant Screen Page prior to the relevant Interest Determination Date. Where a different Margin, Minimum Rate of Interest or Maximum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin, Minimum Rate of Interest or Maximum Rate of Interest relating to the relevant Interest Accrual Period shall be substituted in place of the Margin, Minimum Rate of Interest or Maximum Rate of Interest relating to that last preceding Interest Accrual Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Accrual Period only and any subsequent Interest Accrual Periods are subject to the subsequent operation of, and to adjustment as provided in, the first paragraph of this Condition 4(j)(i).

(ii) *Successor Rate or Alternative Rate*

If the Independent Adviser, determines that:

(a) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 4(j)); or

(b) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 4(j)).

(iii) *Adjustment Spread*

The Adjustment Spread (or the formula or methodology for determining the Adjustment Spread) shall be applied to the Successor Rate or the Alternative Rate (as the case may be). If the Independent Adviser is unable to determine the quantum of, or a formula or methodology for determining, such Adjustment Spread, then the Successor Rate or Alternative Rate (as applicable) will apply without an Adjustment Spread.

(iv) *Benchmark Amendments*

If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread is determined in accordance with this Condition 4(j) and the Independent Adviser, determines (i) that amendments to these Conditions, the Trust Deed and/or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and/or (in either case) the applicable Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 4(j)(v), without any requirement for the consent or approval of Noteholders, vary these Conditions, the Trust Deed and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Trustee, the Calculation Agent and the Paying Agents of a certificate signed by two Authorised Signatories (as defined in the Trust Deed) of the Issuer pursuant to Condition 4(j)(v), the Trustee, the Calculation Agent and the Paying Agents shall (at the direction and expense of the Issuer), without any requirement for the consent or approval of the Noteholders, be obliged to concur with the Issuer in using its reasonable endeavours to effect any Benchmark Amendments (including, *inter alia*, by the execution of a deed supplemental to or amending the Trust Deed and/or the Agency Agreement), provided that the Trustee, the Calculation Agent and/or the Paying Agents shall not be obliged so to concur if in the opinion of the Trustee, the Calculation Agent and/or the Paying Agents doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee, the Calculation Agent and/or the Paying Agents in these Conditions, the Trust Deed or the Agency Agreement (including, for the avoidance of doubt, any supplemental trust deed or supplemental agency agreement) in any way.

In connection with any such variation in accordance with this Condition 4(j)(iv), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(v) *Notices, etc.*

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments determined under this Condition 4(j) will be notified at least 10 business days prior to the relevant Interest Determination Date by the Issuer to the Trustee, the Calculation Agent and the Paying Agents. In accordance with Condition 14, notice shall be provided to the Noteholders promptly thereafter. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Noteholders of the same, the Issuer shall deliver to the Trustee, the Calculation Agent and the Paying Agents a certificate signed by two Authorised Signatories (as defined in the Trust Deed) of the Issuer:

(a) confirming (i) that a Benchmark Event has occurred, (ii) the Successor Rate or, as the case may be, the Alternative Rate, (iii) the applicable Adjustment Spread and (iv) the specific terms of the Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 4(j); and

(b) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread.

Each of the Trustee, the Calculation Agent and the Paying Agents shall be entitled to rely on such certificate (without liability to any person) as sufficient evidence thereof. The Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) and without prejudice to the Trustee's or the Calculation Agent's or the Paying Agents' ability to rely on such certificate as aforesaid) be binding on the Issuer, the Trustee, the Calculation Agent, the Paying Agents and the Noteholders.

Notwithstanding any other provision of this Condition 4(j), if following the determination of any Successor Rate, Alternative Rate, Adjustment Spread or Benchmark Amendments (if any), in the Calculation Agent's opinion there is any uncertainty between two or more alternative courses of action in making any determination or calculation under this Condition 4(j), the Calculation Agent shall promptly notify the Issuer thereof and the Issuer shall direct the Calculation Agent in writing as to which alternative course of action to adopt. If the Calculation Agent is not promptly provided with such direction, or is otherwise unable (other than due to its own gross negligence, wilful default or fraud) to make such calculation or determination for any reason, it shall notify the Issuer thereof and the Calculation Agent shall be under no obligation to make such calculation or determination and (in the absence of such gross negligence, wilful default or fraud) shall not incur any liability for not doing so.

(vi) *Survival of Original Reference Rate*

Without prejudice to the obligations of the Issuer under Condition 4(j)(i), (ii), (iii) and (iv), the Original Reference Rate and the fallback provisions provided for in Condition 4(b)(iii)(B) or Condition 4(b)(iii)(C) will continue to apply unless and until a Benchmark Event has occurred.

(vii) *Definitions*

As used in this Condition 4(j):

"**Adjustment Spread**" means either (a) a spread (which may be positive, negative or zero) or (b) a formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

(a) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate);

(b) the Independent Adviser determines, is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or (if Independent Adviser determines that no such spread is customarily applied)

(c) the Independent Adviser determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be).

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 4(j)(ii) is customarily applied in international debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Notes.

"**Benchmark Amendments**" has the meaning given to it in Condition 4(j)(iv).

"**Benchmark Event**" means:

(a) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist; or

(b) a public statement by the administrator of the Original Reference Rate that it has ceased or that it will cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(c) a public statement by the supervisor of the administrator of the Original Reference Rate, that the Original Reference Rate has been or will be permanently or indefinitely discontinued; or

(d) a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally, or in respect of the Notes; or

(e) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is or will be (or is or will be deemed by such supervisor to be) no longer representative of its relevant underlying market; or

(f) it has become unlawful for any Paying Agent, the Calculation Agent, the Issuer or other party to calculate any payments due to be made to any Noteholder using the Original Reference Rate,

provided that the Benchmark Event shall be deemed to occur (i) in the case of sub-paragraphs (b) and (c) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be, (ii) in the case of sub-paragraph (d) above, on the date of the prohibition of use of the Original Reference Rate and (iii) in the case of sub-paragraph (e) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market and which is specified in the relevant public statement, and, in each case, not the date of the relevant public statement.

The occurrence of a Benchmark Event shall be determined by the Issuer and promptly notified to the Trustee, the Calculation Agent and the Paying Agents. For the avoidance of doubt, none of the Trustee, the Calculation Agent or the Paying Agents shall have any responsibility for making such determination.

In this Condition 4(j):

"**business day**" means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the Calculation Agent;

"**Independent Adviser**" means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer under Condition 4(j)(i);

"**Original Reference Rate**" means the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Notes or any Successor Rate or Alternative Rate (or any component part thereof) determined pursuant to this Condition 4(j);

"**Relevant Nominating Body**" means, in respect of a benchmark or screen rate (as applicable):

(a) the European Commission, the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(b) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (ii) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (iii) a group of the aforementioned central banks or other supervisory authorities or (iv) the Financial Stability Board or any part thereof; and

"**Successor Rate**" means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

(k) **Benchmark Discontinuation – SOFR**

Where the Original Reference Rate is SOFR, in addition and notwithstanding the terms set forth elsewhere in these Conditions, this Condition 4(k) shall apply.

(i) *Benchmark Replacement*

If the Issuer or its designee determines on or prior to the relevant Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Notes in respect of all determinations on such date and for all determinations on all subsequent dates.

(ii) *Benchmark Replacement Conforming Changes*

In connection with the implementation of a Benchmark Replacement, the Issuer or its designee will have the right to make Benchmark Replacement Conforming Changes from time to time. For the avoidance of doubt, the Trustee, the Calculation Agent and/or the Paying Agents, subject to receipt of a certificate signed by two Authorised Signatories (as defined in the Trust Deed) of the Issuer, shall, at the direction and expense of the Issuer, be obliged to concur with the Issuer in using its reasonable endeavours to effect such

consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as may be required to give effect to this Condition 4(k), provided that the Trustee, the Calculation Agent and/or the Paying Agents shall not be obliged to concur if in the opinion of the Trustee, the Calculation Agent and/or the Paying Agents doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee, the Calculation Agent and/or the Paying Agents in these Conditions, the Trust Deed or the Agency Agreement (including, for the avoidance of doubt, any supplemental trust deed or supplemental agency agreement). Noteholders' consent or approval shall not be required in connection with effecting any such changes, including the execution of any documents or any steps to be taken by the Trustee (if required). Further, none of the Trustee, the Calculation Agent or the Paying Agents, shall be responsible or liable for any determinations, decisions or elections made by the Issuer or its designee with respect to any Benchmark Replacement or any other changes and shall be entitled to rely conclusively on any certifications provided to each of them in this regard.

(iii) *Decisions and Determinations*

Any determination, decision or election that may be made by the Issuer or its designee pursuant to this Condition 4(k), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error, will be made in the sole discretion of the Issuer or its designee, as applicable, and notwithstanding anything to the contrary in the documentation relating to the Notes, shall become effective without consent from the Noteholders or any other party.

If the Rate of Interest for the relevant Interest Accrual Period cannot be determined in accordance with the foregoing provisions by the Issuer or its designee, the Rate of Interest shall be (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin, Minimum Rate of Interest or Maximum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin, Minimum Rate of Interest or Maximum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin, Minimum Rate of Interest or Maximum Rate of Interest relating to that last preceding Interest Accrual Period) or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Series of Notes for the first Interest Accrual Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Accrual Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Minimum Rate of Interest or Maximum Rate of Interest applicable to the first Interest Accrual Period).

(iv) *Definitions*

As used in this Condition 4(k):

"**Benchmark**" means, initially, SOFR; provided that if the Issuer or its designee determines on or prior to the Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to SOFR or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement;

"**Benchmark Replacement**" means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date.

(a) the sum of: (i) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark and (ii) the Benchmark Replacement Adjustment;

(b) the sum of: (i) the ISDA Fallback Rate and (ii) the Benchmark Replacement Adjustment; or

(c) the sum of: (i) the alternate rate of interest that has been selected by the Issuer or its designee as the replacement for the then-current Benchmark giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar-denominated floating rate notes at such time and (ii) the Benchmark Replacement Adjustment;

"**Benchmark Replacement Adjustment**" means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

(a) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;

(b) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or

(c) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the issuer or its designee giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time;

"**Benchmark Replacement Conforming Changes**" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the Issuer or its designee decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer or its designee decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer or its designee determine that no market practice for use of the Benchmark Replacement exists, in such other manner as the issuer or its designee determines is reasonably necessary);

"**Benchmark Replacement Date**" means the earliest to occur of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

(a) in the case of sub-paragraph (a) or (b) of the definition of "Benchmark Transition Event" the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of the Benchmark

permanently or indefinitely ceases to provide the Benchmark (or such component); or

(b) in the case of sub-paragraph (c) of the definition of "Benchmark Transition Event" the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event that gives rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination;

"**Benchmark Transition Event**" means the occurrence of one or more of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

(a) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative;

"**designee**" means a designee as selected and separately appointed by the Issuer in writing;

"**ISDA Definitions**" means the latest version of the 2021 ISDA Interest Rate Derivatives Definitions, including any Matrices referred to therein, as published by ISDA;

"**ISDA Fallback Adjustment**" means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark;

"**ISDA Fallback Rate**" means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

"**Reference Time**" with respect to any determination of the Benchmark means (1) if the Benchmark is SOFR, the SOFR Determination Time, and (2) if the Benchmark is not SOFR, the time determined by the Issuer or its designee after giving effect to the Benchmark Replacement Conforming Changes;

"**Relevant Governmental Body**" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto; and

"**Unadjusted Benchmark Replacement**" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

5 Redemption, Purchase and Options

(a) **Final Redemption**

Unless previously redeemed, purchased and cancelled as provided below, each Note shall be finally redeemed on the Maturity Date specified in the applicable Final Terms at its Final Redemption Amount (which, unless otherwise provided in the applicable Final Terms, is its nominal amount).

(b) **Early Redemption**

(i) *Zero Coupon Notes*

(A) The Early Redemption Amount payable in respect of any Zero Coupon Note, upon redemption of such Note pursuant to Condition 5(c), Condition 5(d), Condition 5(e), Condition 5(f), Condition 5(g), Condition 5(h) or Condition 5(i) or upon it becoming due and payable as provided in Condition 8 shall be the Amortised Face Amount (calculated as provided below) of such Note unless otherwise specified in the applicable Final Terms.

(B) Subject to the provisions of sub-paragraph (C) below, the Amortised Face Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is specified in the applicable Final Terms, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.

(C) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 5(c), Condition 5(d), Condition 5(e), Condition 5(f), Condition 5(g), Condition 5(h), or Condition 5(i) or upon it becoming due and payable as provided in Condition 8 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the date on which the Note becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall continue to be made (both before and after judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 4(c).

Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction specified in the applicable Final Terms.

(ii) *Other Notes*

The Early Redemption Amount payable in respect of any Note (other than Notes described in (i) above), upon redemption of such Note pursuant to Condition 5(c), Condition 5(d), Condition 5(e), Condition 5(f), Condition 5(g), Condition 5(h), Condition 5(i) or upon it becoming due and payable as provided in Condition 8, shall be the Final Redemption Amount unless otherwise specified in the applicable Final Terms.

(c) **Redemption for Taxation Reasons**

The Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date (if this Note is a Floating Rate Note) or at any time (if this Note is not a Floating Rate Note), on giving not less than 10 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable) at their Early Redemption Amount (as described in Condition 5(b) above) (together with interest accrued to (but excluding) the date fixed for redemption), if:

(i) the Issuer certifies to the Trustee immediately prior to the giving of such notice that the Issuer (or, if the Guarantee was called, the Guarantor) has or will become obliged to pay additional amounts as provided or referred to in Condition 7 as a result of any change in, or amendment to, the laws, treaties, protocols, rulings or regulations of the Kingdom of Belgium or Switzerland or, in each case, any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws, treaties, protocols, rulings or regulations, which change or amendment is announced, is enacted or becomes effective on or after the Issue Date of the first Tranche of the Notes; and

(ii) such obligation cannot be avoided by the Issuer (or the Guarantor, as the case may be) taking reasonable measures available to it under such laws, treaties, protocols, rulings or regulations,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer (or the Guarantor, as the case may be) would be obliged to pay such additional amounts were a payment in respect of the Notes (or the Guarantee, as the case may be) then due.

Prior to the publication of any notice of redemption pursuant to this Condition 5(c), the Issuer shall deliver to the Trustee a certificate signed by two Authorised Signatories (as defined in the Trust Deed) of the Issuer (or the Guarantor, as the case may be) stating that the obligation referred to in (i) above cannot be avoided by the Issuer (or the Guarantor, as the case may be) taking reasonable measures available to it and the Trustee shall be entitled to accept such certificate without liability and without further enquiry as sufficient evidence of the satisfaction of the conditions precedent set out in (i) and (ii) above, in which event it shall be conclusive and binding on the Noteholders.

(d) **Redemption at the Option of the Issuer (Call Option)**

(i) If Call Option is specified in the applicable Final Terms, the Issuer may, on giving not less than 10 nor more than 60 days' irrevocable notice to the Noteholders (or such other notice period as may be specified in the applicable Final Terms) redeem all or, if so provided, some of the Notes on any Optional Redemption Date (provided that if the Issuer Maturity Par Call is specified in the applicable Final Terms, such Optional Redemption Date falls

more than 90 days prior to the Maturity Date). Any such redemption of Notes shall be at their Optional Redemption Amount specified in the applicable Final Terms (which may be the Early Redemption Amount (as described in Condition 5(b) above)), together with interest accrued to (but excluding) the relevant Optional Redemption Date.

(ii) If Spens Amount or Make-Whole Amount is specified in the applicable Final Terms as the Optional Redemption Amount, the Optional Redemption Amount per Note shall be equal to:

(A) if Spens Amount is specified in the applicable Final Terms, the higher of (i) the nominal amount of the Note; and (ii) the nominal amount of the Note multiplied by the price (as reported in writing to the Issuer and the Trustee by the Determination Agent) expressed as a percentage (rounded to four decimal places, 0.00005 being rounded upwards) at which the Gross Redemption Yield on the Notes on the Determination Date specified in the applicable Final Terms (assuming for this purpose the Notes are to be redeemed at their nominal amount on the Spens Call Reference Date) is equal to the Gross Redemption Yield at the Quotation Time specified in the applicable Final Terms on the Determination Date of the Reference Bond plus any applicable Redemption Margin specified in the applicable Final Terms; or

(B) if Make-Whole Amount is specified in the applicable Final Terms, the higher of (i) the nominal amount of the Note; and (ii) the sum of the then present values of the remaining scheduled payments of principal and Remaining Term Interest (assuming for this purpose the Notes are to be redeemed at their nominal amount on the Make-Whole Reference Date), in each case discounted to the relevant Optional Redemption Date on either an annual or a semi-annual basis as specified in the applicable Final Terms (based on the Day Count Fraction specified in the applicable Final Terms) at the Reference Dealer Rate plus any applicable Redemption Margin specified in the applicable Final Terms, all as determined by the Determination Agent;

in each case together with interest accrued to (but excluding) the relevant Optional Redemption Date.

Any such redemption must relate to Notes of a nominal amount at least equal to the Minimum Redemption Amount to be redeemed specified in the applicable Final Terms and no greater than the Maximum Redemption Amount to be redeemed specified in the applicable Final Terms. Any notice of redemption given under Condition 5(c), Condition 5(f) or Condition 5(g) will override any notice of redemption given (whether previously, on the same date or subsequently) under this Condition 5(d).

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition 5(d).

In this Condition:

"**Determination Agent**" means an investment banking, accountancy, appraisal or financial advisory firm with international standing that has (in the reasonable opinion of the Issuer) appropriate expertise relevant to the determination required to be made under this Condition 5(d) selected by the Issuer;

"**Gross Redemption Yield**" means a yield expressed as a percentage and calculated by the Determination Agent on the basis set out by the United Kingdom Debt Management Office in the paper "Formulae for Calculating Gilt Prices from Yields" page 4, Section One: Price/Yield Formulae "Conventional Gilts"; "Double-dated and Undated Gilts with Assumed (or Actual) Redemption on a Quasi-Coupon Date" (published on 8 June 1998 and updated on 15 January 2002 and as further updated or amended from time to time) on a semi-annual compounding basis (converted on an annualised yield and rounded up (if necessary) to four decimal places) or, if such formula does not reflect generally accepted market practice at the time of redemption, a gross redemption yield calculated in accordance with generally accepted market practice at such time as determined by the Determination Agent;

"**Make-Whole Reference Date**" or "**Spens Call Reference Date**" means the earliest of (i) the Maturity Date, (ii) the Par Call Period Commencement Date (if applicable), and (iii) such other date (if any) specified in the applicable Final Terms;

"**Reference Bond**" means the government security specified in the applicable Final Terms, or (if such security is no longer in issue or, in the determination of the Determination Agent, with the advice of the Reference Dealers, is no longer appropriate by reason of illiquidity or otherwise), such other government security with a maturity date as near as possible to the Make-Whole Reference Date or the Spens Call Reference Date, as applicable, as the Determination Agent may, with the advice of the Reference Dealers, determine to be appropriate by way of substitution for the original Reference Bond;

"**Reference Dealer Rate**" means, with respect to the Reference Dealers and any Optional Redemption Date, the average of the four quotations of the mid-market annual yield to maturity of the Reference Bond specified in the applicable Final Terms at the Quotation Time specified in the applicable Final Terms on the Determination Date specified in the applicable Final Terms and quoted in writing to the Determination Agent by the Reference Dealers;

"**Reference Dealers**" means each of four banks which are (A) a primary government securities dealer or (B) a market maker in pricing corporate bond issues as selected by the Determination Agent after consultation with the Issuer; and

"**Remaining Term Interest**" means, with respect to any Note, the aggregate amount of scheduled payment(s) of interest on such Note for the remaining term to the Make-Whole Reference Date determined on the basis of the rate of interest applicable to such Note from and including the relevant Optional Redemption Date.

(e) **Redemption at the Option of the Issuer (Issuer Maturity Par Call)**

If Issuer Maturity Par Call is specified in the applicable Final Terms, the Issuer may, on giving not less than 10 nor more than 60 days' irrevocable notice to the Noteholders (or such other notice period as may be specified in the applicable Final Terms), redeem all, but not some only, of the Notes at any time during the period commencing on (and including) the day that is 90 days prior to the Maturity Date (the "**Par Call Period Commencement Date**") to (but excluding) the Maturity Date, at the Final Redemption Amount specified in the applicable Final Terms together with interest accrued (if any) to (but excluding) the date fixed for redemption.

(f) **Redemption at the Option of the Issuer (Clean-up Call)**

If Clean-up Call is specified in the applicable Final Terms, the Issuer may, if 80 per cent. or more in nominal amount of the Notes originally issued have been redeemed or purchased pursuant to the operation of (unless otherwise specified in the applicable Final Terms) any of Condition 5(g) and/or

Condition 5(h) and/or Condition 5(i) and/or Condition 5(j), on giving not less than 10 nor more than 60 days' irrevocable notice to Noteholders (or such other notice period as may be specified in the applicable Final Terms) (such notice being given within 30 days after the relevant redemption or purchase, as the case may be), redeem or purchase (or procure the purchase of) all but not some only of the remaining outstanding Notes at their Early Redemption Amount together with interest accrued to (but excluding) the date fixed for such redemption or purchase.

(g) **Redemption at the Option of the Issuer (Special Redemption Event Call)**

If Special Redemption Event Call is specified as being applicable in the applicable Final Terms, upon the occurrence of a Special Redemption Event, the Issuer (if the Basis of the Call is specified as being Mandatory in the applicable Final Terms) shall or (if the Basis of the Call is specified as being Optional in the applicable Final Terms) may, having given not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms at any time during the Special Optional Redemption Period (as specified in the applicable Final Terms) to the Noteholders in accordance with Condition 14 (which notice shall be irrevocable and specify the date fixed for redemption), redeem all, but not some only, of the Notes then outstanding at the Special Redemption Amount specified in the applicable Final Terms, together with interest accrued to (but excluding) the date fixed for redemption.

For the purposes of this Condition a "**Special Redemption Event**" shall be deemed to have occurred if: (i) the Group has not completed and closed the acquisition of the Acquisition Target specified in the applicable Final Terms by the Special Redemption Longstop Date specified in the applicable Final Terms; or (ii) the Guarantor has published an announcement that the Group no longer intends to pursue the acquisition of the Acquisition Target.

(h) **Redemption at the Option of Noteholders (Put Option)**

If Put Option is specified in the applicable Final Terms, (unless prior to the giving of the relevant Exercise Notice (as defined below) the Issuer has given notice of redemption under Condition 5(c), Condition 5(d), Condition 5(e), Condition 5(f) or Condition 5(g) above), the Issuer shall, at the option of the holder of any such Note, upon the holder of such Note giving not less than 10 nor more than 60 days' notice to the Issuer (or such other notice period as may be specified in the applicable Final Terms) redeem such Note on the Optional Redemption Date(s) at its Optional Redemption Amount specified in the applicable Final Terms (which may be the Early Redemption Amount (as described in Condition 5(b) above)), together with interest accrued to (but excluding) the date fixed for redemption.

To exercise the Put Option, the holder of a Note must at any time within the notice period (i) deliver or cause to be delivered to the specified office of any Paying Agent during normal business hours of such Agent a certificate issued by the relevant accountholder certifying that the relevant Notes are blocked by it and (ii) complete and deposit with the financial intermediary through which the Noteholder holds its Notes (the "**Financial Intermediary**") for further delivery to the Issuer (with a copy to the specified office of the Issuing and Paying Agent) a duly completed and signed notice of exercise to which the Put Option relates in the form customarily used by the relevant Financial Intermediary and as obtainable from any Paying Agent (an "**Exercise Notice**"). An Exercise Notice, once given, shall be irrevocable.

Noteholders must check with their Financial Intermediary the time by which such Financial Intermediary must receive instructions and Exercise Notices in order to meet the deadlines for such exercise to be effective.

Noteholders exercising their put option by giving notice of such exercise to the Issuing and Paying Agent in accordance with the standard procedures of the NBB, Euroclear Bank or Clearstream in lieu of depositing an Exercise Notice with a Financial Intermediary, are also advised to check the time by which the relevant securities settlement system would require to receive notices in order to meet the deadlines for such exercise to be effective.

The Issuer and the Guarantor will not be liable for any inaction or late action of a Financial Intermediary or the Issuing and Paying Agent or any other Paying Agent and any fees charged by a Financial Intermediary and/or the Issuing and Paying Agent or any other Paying Agent in relation to the deposit of the Exercise Notice or the transfer of the relevant Notes shall be borne by the relevant Noteholder.

(i) **Redemption at the Option of Noteholders (Change of Control Put Option)**

If Change of Control Put Option is specified in the applicable Final Terms and if at any time while any Note remains outstanding a Change of Control Put Event occurs, the holder of any such Note will have the option (a "**Change of Control Put Option**") (unless prior to the giving of the relevant Change of Control Put Event Notice, the Issuer has given notice of redemption under Condition 5(c), Condition 5(d), Condition 5(e), Condition 5(f) or Condition 5(g) above) to require the Issuer to redeem or, at the Issuer's option, purchase (or procure the purchase of) that Note on the Change of Control Put Date at the Change of Control Redemption Amount specified in the applicable Final Terms together with (or, where purchased, together with an amount equal to) interest accrued to (but excluding) the Change of Control Put Date.

Promptly upon the Issuer or the Guarantor becoming aware that a Change of Control Put Event has occurred, the Issuer or the Guarantor shall give notice (a "**Change of Control Put Event Notice**") to the Noteholders in accordance with Condition 14 specifying the nature of the Change of Control Put Event and the procedure for exercising the Change of Control Put Option.

To exercise the Change of Control Put Option, the holder of a Note must at any time within the period of 30 days after the relevant Change of Control Put Event Notice is given (the "**Change of Control Put Period**") (i) deliver or cause to be delivered to the specified office of any Paying Agent during normal business hours of such Agent a certificate issued by the relevant accountholder certifying that the relevant Notes are blocked by it and (ii) complete and deposit with the Financial Intermediary for further delivery to the Issuer (with a copy to the specified office of the Issuing and Paying Agent) a duly completed and signed notice of exercise to which the Change of Control Put Option relates in the form customarily used by the relevant Financial Intermediary and as obtainable from any Paying Agent (a "**Change of Control Put Exercise Notice**"). A Change of Control Put Exercise Notice, once given, shall be irrevocable.

Noteholders must check with their Financial Intermediary the time by which such Financial Intermediary must receive instructions and Change of Control Put Exercise Notices in order to meet the deadlines for such exercise to be effective.

Noteholders exercising their put option by giving notice of such exercise to the Issuing and Paying Agent in accordance with the standard procedures of the NBB, Euroclear Bank or Clearstream in lieu of depositing a Change of Control Put Exercise Notice with a Financial Intermediary, are also advised to check the time by which the relevant securities settlement system would require to receive notices in order to meet the deadlines for such exercise to be effective.

The Issuer and the Guarantor will not be liable for any inaction or late action of a Financial Intermediary or the Issuing and Paying Agent or any other Paying Agent and any fees charged by

a Financial Intermediary and/or the Issuing and Paying Agent or any other Paying Agent in relation to the deposit of the Change of Control Put Exercise Notice or the transfer of the relevant Notes shall be borne by the relevant Noteholder.

If a Change of Control Put Exercise Notice has been validly delivered, the Issuer shall redeem or purchase (or procure the purchase of) the relevant Notes (which are the subject of such Change of Control Put Exercise Notice) within five Business Days after the expiration of the Change of Control Put Period (the date of such redemption or purchase, the "**Change of Control Put Date**") unless previously redeemed (or purchased) and cancelled. Payment in respect of any Change of Control Put Option so exercised will be made on the Change of Control Put Date in accordance with the rules of the NBB-SSS.

If the rating designations employed by any of Moody's, Fitch or S&P are changed from those which are described in paragraph (ii) of the definition of "Change of Control Put Event" below, or if a rating is procured from a Substitute Rating Agency, the Guarantor shall in good faith determine the rating designations of Moody's, Fitch or S&P or such Substitute Rating Agency (as appropriate) as are most equivalent to the prior rating designations of Moody's, Fitch or S&P and this Condition 5(i) shall be construed accordingly, and such determination shall be binding.

A "**Change of Control Event**" shall occur if:

(i) an offer to acquire Shares, whether expressed as a public takeover offer (whether voluntary or mandatory), a merger or similar scheme with regard to such acquisition, or in any other way, is made in circumstances where:

  (A) such offer is available to (1) all holders of Shares, (2) all holders of Shares other than the offeror and any persons acting in concert with such offeror, or (3) all holders of Shares other than persons who are excluded from the offer by reason of being connected with one or more specific jurisdictions (or a combination of the exceptions pursuant to (2) and (3)); and

  (B) such offer having become or been declared unconditional with respect to acceptances, the Guarantor becomes aware that the right to cast more than 50 per cent. of all the voting rights (whether exercisable or not) of the Guarantor has become or will become unconditionally vested in the offeror and any persons acting in concert with the offeror; or

(ii) the Guarantor consolidates with or merges into any other company, save where, following such consolidation or merger, shareholders of the Guarantor immediately prior to such consolidation or merger have the right to cast 50 per cent. or more of the voting rights (whether exercisable or not) of such other company; or

(iii) the Guarantor becomes aware that the right to cast more than 50 per cent. of all voting rights (whether exercisable or not) of the Guarantor has become unconditionally vested directly or indirectly in any person (or in persons acting in concert with each other in respect of the exercise of such voting rights); or

(iv) the legal or beneficial ownership of all or substantially all of the assets owned by the Guarantor, directly or indirectly, is acquired by one or more other persons acting in concert;

"**Change of Control Period**" means the period commencing on the Relevant Announcement Date and ending 90 days after the Change of Control Event (or such longer period for which the Notes

are under consideration (such consideration having been announced publicly within the period ending 90 days after the Change of Control Event) for rating review or, as the case may be, rating by a Rating Agency, such period not to exceed 60 days after the public announcement of such consideration);

A "**Change of Control Put Event**" will be deemed to occur if:

(i) a Change of Control Event occurs; and

(ii) on the date (the "**Relevant Announcement Date**") that is the earlier of (a) the date of the first public announcement of the relevant Change of Control Event and (b) the date of the earliest Relevant Potential Change of Control Announcement (if any), the Notes carry:

(A) an investment grade credit rating (being BBB- from S&P or Fitch, and Baa3 from Moody's, each as defined below, or their respective equivalents, or better) from any Rating Agency (an "**Investment Grade Rating**"), at the invitation of the Issuer or the Guarantor and such rating is, within the Change of Control Period, either downgraded to a non-investment grade credit rating (being BB+ from S&P or Fitch, and Ba1 from Moody's or their respective equivalents, or worse) (a "**Non-Investment Grade Rating**") or withdrawn by such Rating Agency and is not, within the Change of Control Period, subsequently reinstated or (in the case of a downgrade) upgraded to an Investment Grade Rating by such Rating Agency; or

(B) a Non-Investment Grade Rating from any Rating Agency at the invitation of the Issuer or the Guarantor and such rating is, within the Change of Control Period, either downgraded by one or more rating categories (for example, from Baa1 to Baa2 in the case of Moody's, or such similar lowering) or withdrawn and is not, within the Change of Control Period, subsequently reinstated or (in the case of a downgrade) upgraded to its earlier credit rating or better by such Rating Agency; or

(C) no credit rating and a Negative Rating Event also occurs within the Change of Control Period,

provided that, if on the Relevant Announcement Date the Notes carry a credit rating from more than one Rating Agency at the invitation of the Issuer or the Guarantor, at least one of which is an Investment Grade Rating, then only sub-paragraph (A) above will apply and sub-paragraph (B) above will not apply; and

(iii) in making any decision to downgrade or withdraw a credit rating pursuant to sub-paragraphs (ii)(A) or (ii)(B) above (as the case may be) or not to award a credit rating of at least investment grade as described in limb (ii) of the definition of Negative Rating Event, the relevant Rating Agency announces publicly or confirms in writing to the Issuer or the Guarantor that such decision(s) resulted, in whole or to a significant extent, from the occurrence of the Change of Control Event or the Relevant Potential Change of Control Announcement;

a "**Negative Rating Event**" shall be deemed to have occurred if at such time as there is no rating assigned to the Notes by a Rating Agency (i) the Issuer or the Guarantor does not, either prior to, or not later than 21 days after, the occurrence of the Change of Control Event seek, and thereafter throughout the remainder of the Change of Control Period use all reasonable endeavours to obtain, a rating of the Notes, or any other unsecured and unsubordinated debt of the Guarantor or (ii) if the Issuer or the Guarantor does so seek and use such endeavours, it is unable to obtain such a rating of at least investment grade by the end of the Change of Control Period;

"**Rating Agency**" means Moody's Investors Service Limited ("**Moody's**"), Fitch Ratings Limited ("**Fitch**") or S&P Global Ratings Europe Limited ("**S&P**") or any of their respective successors or any rating agency (a "**Substitute Rating Agency**") substituted for any of them by the Issuer or the Guarantor from time to time in relation to the Notes;

"**Relevant Potential Change of Control Announcement**" means any public announcement or statement by the Guarantor, any actual or potential bidder or any adviser acting on behalf of any actual or potential bidder relating to any potential Change of Control Event where within 180 days following the date of such announcement or statement, a Change of Control Event occurs; and

"**Shares**" means registered shares in the Guarantor (as well as any other (if any) shares or stock in the Guarantor resulting from any subdivision, consolidation or reclassification of such shares) which as between themselves have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation or dissolution of the Guarantor.

(j) **Purchases**

The Issuer, the Guarantor and any of their Subsidiaries may at any time purchase Notes in the open market or otherwise at any price. The Notes so purchased, while held by or on behalf of the Issuer, the Guarantor or any such Subsidiary, shall not entitle the holder to vote at any meetings of the Noteholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Noteholders or for the purposes of Condition 10(a).

(k) **Cancellation**

All Notes redeemed pursuant to this Condition 5 will be cancelled and may not be re-issued or resold. Any Note purchased under Condition 5(j) may be cancelled (in which case it may not be reissued), held or, to the extent permitted by law, resold.

6 Payments

(a) **Payments in respect of the Notes**

Without prejudice to the provisions of the Code, payments of principal, interest and other sums due under the Notes will be made through the Issuing and Paying Agent and the NBB-SSS, in accordance with the NBB-SSS Regulations. The payment obligations of the Issuer or the Guarantor (as applicable) will be discharged by payment to the NBB-SSS in respect of each amount so paid.

(b) **Payments subject to Laws**

All payments are subject in all cases to (i) any applicable fiscal or other laws, regulations and directives in the place of payment, but without prejudice to the provisions of Condition 7 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Internal Revenue Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Internal Revenue Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 7) any law implementing an intergovernmental approach thereto and the Issuer will not be liable to Noteholders for any taxes or duties of whatever nature imposed or levied by such laws, agreements or regulations. No commission or expenses shall be charged to the Noteholders in respect of such payments.

(c) **Appointment of Agents**

The Issuing and Paying Agent, the Paying Agents and the Calculation Agent act solely as agents of the Issuer and the Guarantor and do not assume any obligation or relationship of agency or trust for or with any Noteholder. The Issuer and the Guarantor reserve the right at any time to vary or terminate the appointment of the Issuing and Paying Agent, any other Paying Agent or the Calculation Agent(s) and to appoint additional or other Paying Agents, provided that the Issuer shall at all times maintain an Issuing and Paying Agent and such other agents as may be required by any other stock exchange on which the Notes may be listed and/or admitted to trading.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders.

(d) **Non-Business Days**

If any date for payment in respect of any Note is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment.

In this paragraph, "**business day**" means a day (other than a Saturday or a Sunday):

(i) on which the NBB-SSS is operating; and

(ii) on which commercial banks and foreign exchange markets are open for business in Brussels, London and Zurich; and

(iii) (in the case of a payment in a currency other than euro) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency; or

(iv) (in the case of a payment in euro) which is a TARGET Business Day.

7 Taxation

All payments of principal (including any premium (if applicable)) and interest by or on behalf of the Issuer or the Guarantor in respect of the Notes or Guarantee (as applicable) shall be made without withholding or deduction for, or on account of, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Kingdom of Belgium or Switzerland or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event the Issuer or, as the case may be, the Guarantor shall pay such additional amounts as will result in receipt by the Noteholders 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 in respect of any Note or under the Guarantee (as applicable):

(i) where such Note is held by or on behalf of a holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note by reason of its having some connection with the Kingdom of Belgium or Switzerland, other than merely by being a holder of the Note; or

(ii) on account of any taxes, duties, assessments or governmental charges which are required to be withheld or deducted for any payment of or on account of estate, inheritance, gift, sales, excise, transfer, personal property tax or similar assessment or governmental charge; or

(iii) where such Note is held by a holder who, at the time of the issue of the Notes, was not an Eligible Investor or held by a holder who was such an Eligible Investor at the time of the issue of the Notes but, either ceased to be an Eligible Investor or, at any relevant time on or after the issue of the Notes,

otherwise failed to meet any other condition for the exemption of Belgian withholding tax pursuant to the Belgian law of 6 August 1993 relating to transactions in certain securities (*Loi du 6 août 1993 relative aux opérations sur certaines valeurs mobilières / Wet van 6 augustus 1993 betreffende de transacties met bepaalde effecten*); or

(iv) where such withholding or deduction is imposed on a payment and is required to be made pursuant to laws enacted by Switzerland providing for the taxation of payments changing the Swiss federal withholding tax system from an issuer-based system to a paying agent-based system pursuant to which a person other than the Issuer or the Guarantor, as the case may be, is required to withhold tax on any interest payments; or

(v) to, or to a third-party on behalf of, a Noteholder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third-party complies with any statutory requirements or by making or procuring that any third-party makes a declaration of non-residence or other similar claim for exemption to any tax authority in the place where the relevant Notes are presented for payment; or

(vi) where such Note is held by a holder who is liable to such taxes because such Note held by it was upon its request converted into a registered Note and could no longer be cleared through the NBB-SSS; or

(vii) any combination of the above.

In this Condition 7, "**Eligible Investor**" means a person who is entitled to hold securities through a so-called "X-Account" (being an account exempted from withholding tax) that has been opened with a financial institution that is a direct or indirect participant in the NBB-SSS in accordance with Article 4 of the Belgian Royal Decree of 26 May 1994 (*Arrêté royal de 26 mai 1994 relatif à la perception et à la bonification du précompte mobilier / koninklijk besluit van 26 mei 1994 over de inhouding en de vergoeding van de roerende voorheffing*) on the collection and refund of withholding tax (as amended or replaced from time to time).

8 Events of Default

If any of the following events ("**Events of Default**") occurs, the Trustee at its discretion may, and if so requested in writing by holders of at least one-quarter in nominal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution shall, provided that the Trustee shall have been indemnified and/or secured and/or prefunded to its satisfaction, give notice to the Issuer and the Guarantor that the Notes are, and they shall immediately become, due and payable at their Early Redemption Amount together (if applicable) with accrued interest:

(a) **Non-Payment:** the Issuer, failing whom the Guarantor, fails to pay the principal of or any interest on any of the Notes when due and such failure continues for a period of 14 days; or

(b) **Breach of Other Obligations:** the Issuer or the Guarantor does not perform or comply with any one or more of its other obligations in the Notes or the Trust Deed which default is incapable of remedy or, if in the opinion of the Trustee capable of remedy, is not in the opinion of the Trustee remedied within 20 calendar days (or such longer period as the Trustee may permit) after notice of such default shall have been given to the Issuer or the Guarantor by the Trustee; or

(c) **Cross-Acceleration:** (i) any other present or future indebtedness for or in respect of moneys borrowed or raised ("**Indebtedness**") of the Issuer, the Guarantor or any of the Material Subsidiaries becomes due and payable prior to its stated maturity by reason of an event of default (howsoever described), or (ii) any such Indebtedness is not paid when due or, as the case may be, within any originally applicable grace period, or (iii) the Issuer, the Guarantor or any of the Material

Subsidiaries fails to pay when due or, as the case may be, within any originally applicable grace period any amount payable by it under any present or future guarantee for, or indemnity in respect of, any Indebtedness, or (iv) any mortgage, lien or other encumbrance, present or future, created or assumed by the Issuer, the Guarantor or any Material Subsidiary in respect of any Indebtedness becomes enforceable and any step is taken to enforce it (including the taking of possession or the appointment of a receiver, manager or other similar person but not serving of a payment order (*Zahlungsbefehl*)), provided that (A) in the case of (i), (ii) and (iii), the aggregate amount of the relevant Indebtedness (without double-counting) equals or exceeds CHF 150,000,000 or its equivalent and (B) in the case of (iv), the aggregate amount of the relevant Indebtedness in respect of which such mortgage, lien or other encumbrance was created or permitted to subsist equals or exceeds CHF 150,000,000 or its equivalent and any such steps taken are not discharged, stayed or dismissed within 28 days; or

(d) **Enforcement Proceedings:** a distress, attachment, execution, expropriation or sequestration is levied, enforced or sued out on or against any asset or assets of the Issuer or the Guarantor or any of the Material Subsidiaries having an aggregate value of CHF 150,000,000 or its equivalent and is not discharged, stayed or dismissed within 28 days of the date in which such distress, attachment, execution, expropriation or sequestration was finally judicially determined against the Issuer, the Guarantor or the relevant Material Subsidiary; or

(e) **Insolvency:** the Issuer, the Guarantor or any of the Material Subsidiaries is (or is deemed by law or a court to be) insolvent or bankrupt or unable to pay its debts, stops, suspends or threatens in writing to stop or suspend payment of all or a substantial part of its debts, proposes or makes a stay of execution, a postponement of payments (*Stillhaltevereinbarung*), a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any such debts or a moratorium or postponement of payments (*Stillhaltevereinbarung*) is agreed or declared in respect of or affecting all or a substantial part of the debts of the Issuer, the Guarantor or a Material Subsidiary; or

(f) **Winding-up:** an order is made or an effective resolution passed for the winding-up or dissolution of the Issuer, the Guarantor or any of the Material Subsidiaries and any such order is not discharged, stayed or dismissed within 28 days, or the Issuer, the Guarantor or a Material Subsidiary ceases or threatens in writing to cease to carry on all or substantially all of its business or operations, except (i) for the purpose of and followed by or in connection with a reconstruction, amalgamation, reorganisation, merger or consolidation or any other solvent winding-up or solvent liquidation (A) on terms either approved in writing by the Trustee or by an Extraordinary Resolution of the Noteholders, (B) in the case of the Issuer or the Guarantor, whereby the undertakings and assets of the Issuer or the Guarantor (as applicable) are transferred to or otherwise vested in the Issuer or Guarantor (as applicable), or (C) in the case of a Material Subsidiary, whereby the undertaking and assets of the Material Subsidiary are transferred to or otherwise vested in the Issuer, the Guarantor or another Material Subsidiary or (ii) in relation to any dissolution or merger involving the Issuer or the Guarantor where the Issuer or the Guarantor, as applicable, is the surviving company (or, if not the surviving company, the successor company assumes all of the Issuer's or the Guarantor's liabilities (as applicable) under the Notes); or

(g) **Dissolution or merger:** a dissolution or merger involving the Issuer or the Guarantor as a result of which the Issuer or the Guarantor, as applicable, is not the surviving company, unless the successor company assumes all of the Issuer's or the Guarantor's liabilities (as applicable) under the Notes; or

(h) **Illegality:** it is or will become unlawful for the Issuer or the Guarantor to perform or comply with any one or more of its obligations under any of the Notes or the Trust Deed; or

(i) **Analogous Events:** any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in paragraphs (c)(iv) to (g) of this Condition 8; or

(j) **Guarantee:** the Guarantee is not (or is claimed by the Guarantor not to be) in full force and effect,

provided that, in the case of Conditions 8(b), 8(c), 8(d), 8(e) (in respect of Material Subsidiaries only), 8(f) (in respect of Material Subsidiaries only), 8(g), 8(h) and 8(i) (to the extent, in the case of an event having an analogous effect to any event referred to in Condition 8(e) or Condition 8(f), such event is in respect of one or more Material Subsidiaries only), the Trustee shall have certified in writing to the Issuer and the Guarantor that in its opinion such event is materially prejudicial to the interests of Noteholders.

9 Prescription

Claims against the Issuer and/or the Guarantor for payment in respect of the Notes shall be prescribed and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) after their due date.

10 Meetings of Noteholders, Modification, Waiver and Substitution

(a) Meetings of Noteholders

All meetings of holders of Notes will be held in accordance with the provisions on meetings of Noteholders set out in the Schedule to the Agency Agreement (the "**Meeting Provisions**").

Meetings of holders of Notes may be convened to consider matters relating to Notes, including the modification or waiver of any provision of these Conditions. Any such modification or waiver may be made if sanctioned by an Extraordinary Resolution which means a resolution passed (a) at a meeting of Noteholders duly convened and held in accordance with these Conditions and the Meeting Provisions by or on behalf of Noteholders of at least 75 per cent. of the votes cast, (b) by a Written Resolution (as defined in the Meeting Provisions) or (c) by an Electronic Consent (as defined in the Meeting Provisions).

All meetings of holders of Notes may be convened by the Issuer, the Guarantor or the Trustee and shall be convened by the Issuer or the Guarantor upon the request in writing of holders of Notes holding at least 20 per cent. in nominal amount of the Notes for the time being outstanding. A meeting of holders of Notes will be entitled (subject to the consent of the Issuer and the Guarantor where required in accordance with the Meeting Provisions) to exercise the powers set out in the Meeting Provisions and, subject to the consent of the Issuer and the Guarantor, to modify or waive any provision of these Conditions (including any proposal (i) to amend the dates of maturity or redemption of the Notes or any date for payment of interest or Interest Amounts on the Notes, (ii) to reduce or cancel the nominal amount of, or any premium payable on redemption of, the Notes, (iii) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Notes, (iv) if a Minimum Rate of Interest and/or a Maximum Rate of Interest or Redemption Amount is specified in the applicable Final Terms, to reduce any such interest or amount, (v) to vary any method of, or basis for, calculating the Final Redemption Amount, the Early Redemption Amount, the Optional Redemption Amount, the Special Redemption Amount or the Change of Control Redemption Amount, including the method of calculating the Amortised Face Amount, (vi) to vary the currency or currencies of payment or denomination of the Notes, (vii) to

modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution or (viii) to modify or cancel the Guarantee) in accordance with the quorum and majority requirements set out in the Meeting Provisions. Resolutions duly passed in accordance with these provisions shall be binding on all holders, whether or not they are present at the meeting and whether or not they vote in favour of such a resolution.

Notices for meetings of holders of Notes shall be made in accordance with the Meeting Provisions.

The Meeting Provisions provide that, if authorised by the Issuer and the Guarantor, a Written Resolution (as defined in the Meeting Provisions) signed, or Electronic Consent (as defined in the Meeting Provisions) given, by the holders of not less than 75 per cent. in nominal amount of the Notes outstanding shall take effect as if it were an Extraordinary Resolution provided that the terms of the proposed resolution shall have been notified in advance to the Noteholders in accordance with Condition 14. 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 Noteholders.

Resolutions of holders of Notes which require an amendment to these Conditions, the Trust Deed or the Agency Agreement will only be effective if such resolutions have been approved by the Issuer and the Guarantor.

(b) **Modification of the Trust Deed**

The Trustee may agree, without the consent of the Noteholders, to (i) any modification of any of these Conditions or any of the provisions of the Trust Deed that in the opinion of the Trustee is of a formal, minor or technical nature or is made to correct a manifest error, and (ii) any other modification (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach of any of these Conditions or any of the provisions of the Trust Deed that is in the opinion of the Trustee not materially prejudicial to the interests of the Noteholders. Any such modification, authorisation or waiver shall be binding on the Noteholders and such modification shall be notified to the Noteholders as soon as reasonably practicable.

In addition, the Trustee shall be obliged to concur with the Issuer in effecting any amendments in the circumstances set out in Condition 4(j) or Condition 4(k) without the consent of the Noteholders.

(c) **Substitution**

The Trust Deed contains provisions permitting the Trustee to agree, subject to such amendment of the Trust Deed and such other conditions as the Trustee may require, but without the consent of the Noteholders, to the substitution of any other company in place of the Issuer or the Guarantor, or of any previous substituted company, as principal debtor or guarantor under the Trust Deed and the Notes. In the case of such a substitution the Trustee may agree, without the consent of the Noteholders, to a change of the law governing the Notes and/or the Trust Deed provided that such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Noteholders.

(d) **Entitlement of the Trustee**

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

11 Enforcement

At any time after the Notes become due and payable, the Trustee may, at its discretion and without further notice, institute such proceedings or take such actions or steps against the Issuer and/or the Guarantor as it may think fit to enforce the terms of the Trust Deed and the Notes, but it need not take any such proceedings, actions or steps unless (a) it shall have been so directed by an Extraordinary Resolution or so requested in writing by Noteholders holding at least one-quarter in nominal amount of the Notes outstanding, and (b) it shall have been indemnified and/or secured and/or prefunded to its satisfaction. No Noteholder may proceed directly against the Issuer or the Guarantor unless the Trustee, having become bound so to proceed, fails or is unable to do so within a reasonable time from the date on which the Trustee is so bound and such failure or inability is continuing.

12 Indemnification of the Trustee

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

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

13 Further Issues

The Issuer may from time to time without the consent of the Noteholders create and issue further securities having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest on them) and so that such further issue shall be consolidated and form a single series with an outstanding Series. References in these Conditions to the Notes include (unless the context requires otherwise) any other securities issued pursuant to this Condition and forming a single series with the Notes.

14 Notices

Notices required to be given to Noteholders pursuant to these Conditions shall be delivered by or on behalf of the Issuer or, as applicable, the Guarantor to the NBB for communication by it to the participants of the NBB-SSS. So long as the Notes are listed on the Luxembourg Stock Exchange, notices required to be given to the holders of the Notes pursuant to these Conditions shall also be published either on the website of the Luxembourg Stock Exchange (*www.luxse.com*) or in a leading daily newspaper with general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*). So long as the Notes are listed and/or admitted to trading, notices required to be given to the holders of the Notes pursuant to these Conditions shall also be published (if such publication is required) in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Notes are listed/and or admitted to trading. If in the opinion of the Trustee any such publication is not practicable, notice required to be given pursuant to these Conditions shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made, as provided above.

In addition to the above, communications and publications with respect to notices for meetings of holders and convening notices for such meetings shall be made in accordance with the Meeting Provisions.

15 Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999.

16 Extra-contractual Liability

Each Noteholder hereby agrees that, with respect to a breach of a contractual obligation under the Conditions where such breach of obligations also constitutes an extra-contractual liability, the provisions of Article 6.3 of the Belgian Civil Code shall, to the extent relevant and to the maximum extent permitted by law, not apply and that it shall, to the maximum extent permitted by law, not be entitled to make any extra-contractual liability claim against the Issuer, the Guarantor or any auxiliary (*hulppersoon/auxiliaire*) within the meaning of Article 6.3 of the Belgian Civil Code of (any affiliate of) the Issuer or the Guarantor.

17 Governing Law and Jurisdiction

(a) Governing Law

The Trust Deed (except clause 4), the Agency Agreement (except the Schedule) and the Notes (except Condition 1 and Condition 10(a)) and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law. Clause 4 of the Trust Deed, the Schedule to the Agency Agreement, Condition 1 and Condition 10(a) of the Notes and any non-contractual obligations arising therefrom or in connection therewith shall be governed by, and construed in accordance with, Belgian law.

(b) Jurisdiction

The courts of England in London are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with any Notes or the Guarantee and accordingly any legal action or proceedings arising out of or in connection with any Notes or the Guarantee ("**Proceedings**") may be brought in such courts. Pursuant to the Trust Deed, each of the Issuer and the Guarantor has irrevocably submitted to the jurisdiction of such courts.

This Condition 17(b) is for the benefit of each of the Trustee and the Noteholders and shall, to the extent permitted by applicable law, not affect the right of any of them to take Proceedings in any other competent court of a member state of the European Union or a state that is party to the Lugano Convention (together with the courts of England in London, the "**Competent Courts**" and each a "**Competent Court**") nor shall the taking of Proceedings in one or more Competent Courts preclude the taking of Proceedings in any other Competent Court (whether concurrently or not).

In this Condition 17(b), "**Lugano Convention**" means the Convention on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, signed on 30 October 2007.

(c) Service of Process

Pursuant to the Trust Deed, each of the Issuer and the Guarantor has irrevocably appointed Lonza Group UK Ltd of 228 Bath Road, Slough, Berkshire SL1 4DX as its agent in England to receive, for it and on its behalf, service of process in any Proceedings in England.

FORM OF FINAL TERMS

The form of Final Terms that will be issued in respect of each Tranche, subject only to the deletion of non-applicable provisions, is set out below:

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes 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 ("**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 (as amended or superseded, the "**Insurance Distribution Directive**"), 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 "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes 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 United Kingdom ("**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 by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"). Consequently no disclosure document required by the FCA Product Disclosure Sourcebook ("**DISC**") for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.

[MIFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")][MiFID II]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[UK MIFIR product governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in [Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the [European Union (Withdrawal) Act 2018]/[UK MiFIR]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any [person subsequently offering, selling or recommending the Notes (a "**distributor**")][distributor] should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its

own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (the "**SFA**") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are [prescribed capital markets products] / [capital markets products other than prescribed capital markets products] (as defined in the CMP Regulations 2018) and [are] [Excluded] / [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 Recommendation on Investment Products).][15]

PROHIBITION OF SALES TO CONSUMERS – The Notes are not intended to be offered, sold or otherwise made available, and will not be offered, sold or otherwise made available, in Belgium to "consumers" (*consommateurs/consumenten*) within the meaning of the Belgian Code of Economic Law (*Code de droit économique/Wetboek van economisch recht*), as amended.

ELIGIBLE INVESTORS ONLY – The Notes may only be held by, and may only be transferred to, eligible investors referred to in Article 4 of the Belgian Royal Decree of 26 May 1994 ("**Eligible Investors**") holding their Notes in an exempt account that has been opened with a financial institution that is a direct or indirect participant in the settlement system operated by the National Bank of Belgium or any successor thereto.

Final Terms dated [•]

Lonza Finance International NV

Legal entity identifier (LEI): 549300AS6XQBD4ETT379

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
Guaranteed by Lonza Group AG
under the Guaranteed €8,000,000,000 Euro Medium Term Note Programme

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 13 April 2026 [and the supplement[s] to it dated [●] which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of [Regulation (EU) 2017/1129 (the "**Prospectus Regulation**")]/[the Prospectus Regulation]. This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus [as so supplemented] in order to obtain all the relevant information. The Base Prospectus [and the supplement[s]] [has/have] been published on the website of the Luxembourg Stock Exchange (*www.luxse.com*).

The following alternative language applies if the first tranche of an issue which is being increased was issued under a base prospectus with an earlier date.

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the Base Prospectus dated [5 April 2024/28 April 2023] which is incorporated by reference in the Base Prospectus dated 13 April 2026. This document constitutes the Final Terms of the Notes described herein for the purposes of [Regulation (EU) 2017/1129 (the "**Prospectus Regulation**")]/[the Prospectus Regulation] and must be read in conjunction with the Base Prospectus dated 13 April 2026 [and the supplement(s) to it dated [●]], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the "**Base**

[15] For any Notes to be offered to Singapore investors, the Issuer to consider whether it needs to re-classify the Notes pursuant to Section 309B of the SFA prior to the launch of the offer.

Prospectus") in order to obtain all the relevant information, save in respect of the Conditions which are extracted from the Base Prospectus dated [5 April 2024/28 April 2023]. The Base Prospectus [and the supplement[s]] [has/have] been published on the website of the Luxembourg Stock Exchange (*www.luxse.com*).

(Include whichever of the following apply or specify as "Not Applicable". Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote guidance for completing the Final Terms.)

1	[(i)]	Series Number:	[●]
	[(ii)	Tranche Number:	[●]]
	[(iii)	Date on which the Notes become fungible:	[Not Applicable/The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [*insert description of the Series*] on [*insert date*/the Issue Date]].]
2	Specified Currency or Currencies:		[●]
3	Aggregate Nominal Amount:		[●]
	[(i)]	Series:	[●]
	[(ii)	Tranche:	[●]]
4	Issue Price:		[●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] (*if applicable*)]
5	(i)	Specified Denomination(s):	[●] *(Note: No Notes may be issued which have a minimum denomination of less than €100,000 (or equivalent amount in other currencies.))*
	(ii)	Calculation Amount:	[●]
6	(i)	Issue Date:	[●]
	(ii)	Interest Commencement Date:	[*Specify*/Issue Date/Not Applicable]
7	Maturity Date:		[*Specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year*]
8	Interest Basis:		[[●] per cent. Fixed Rate] [[[●] month [EURIBOR]]/[SONIA]/[SOFR]/[€STR]/ +/– [●] per cent. Floating Rate] [Zero Coupon] (See paragraph [13/14/15] below)
9	Redemption/Payment Basis:		Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [100]/[●] per cent. of their nominal amount
10	Change of Interest Basis:		[*Specify the date when any fixed to floating rate change occurs or refer to paragraphs 13 and 14 below and identify there*/Not Applicable]

11	Put/Call Options:	[Issuer Call] [Issuer Maturity Par Call] [Clean-up Call] [Put Option] [Change of Control Put Option] [Special Redemption Event Call] [Not Applicable] [(See paragraph [16/17/18/19/20/21] below)]
12	[Date [Board] approval for issuance of Notes [and Guarantee] obtained:	[●] [and [●], respectively]] (*N.B Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes or related Guarantee*)]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

13	Fixed Rate Note Provisions		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Rate[(s)] of Interest:	[●] per cent. per annum payable in arrear on each Interest Payment Date
	(ii)	Interest Payment Date(s):	[●] in each year
	(iii)	Fixed Coupon Amount[(s)]:	[●] per Calculation Amount
	(iv)	Broken Amount(s):	[●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]
	(v)	Day Count Fraction:	[Actual/Actual][Actual/Actual-ISDA] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360][360/360][Bond Basis] [30E/360][Eurobond Basis] [30E/360 (ISDA)] [Actual/Actual-ICMA]
	(vi)	Determination Dates:	[●] in each year (*insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA)*)
14	Floating Rate Note Provisions		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Interest Period(s):	[[●] [, subject to adjustment in accordance with the Business Day Convention set out in (iv) below/, not subject to any adjustment[, as the Business Day Convention in (iv) below is specified to be Not Applicable]]]

(ii)	Specified Interest Payment Dates:	[[●] in each year[, subject to adjustment in accordance with the Business Day Convention set out in (iv) below/, not subject to any adjustment[, as the Business Day Convention in (iv) below is specified to be Not Applicable]]
(iii)	Interest Period Date:	[Not Applicable]/[[●] in each year[, subject to adjustment in accordance with the Business Day Convention set out in (iv) below/, not subject to any adjustment[, as the Business Day Convention in (iv) below is specified to be Not Applicable]]
(iv)	Business Day Convention:	(*Only Following Business Day Convention may be selected as long as the Notes are represented exclusively by a book entry in the records of the NBB-SSS.*) [Floating Rate Business Day Convention] [Following Business Day Convention] [Modified Following Business Day Convention] [Preceding Business Day Convention] [Not Applicable]
(v)	Business Centre(s):	[●]
(vi)	Manner in which the Rate(s) of Interest is/are to be determined:	[ISDA Determination] [Screen Rate Determination – Term Rate] [Screen Rate Determination – Overnight Rate]
(vii)	Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s):	[●] (the Calculation Agent)
(viii)	Screen Rate Determination:	
	(A) Reference Rate:	[[●] month [EURIBOR]] [€STR] [SOFR] [SONIA]
	(B) Interest Determination Date(s):	[●]
	(C) Relevant Screen Page:	[●] [Not Applicable]
	(D) Calculation Method:	[Compounded Daily] [Weighted Average] [Index Average]
	(E) Observation Method:	[Lag] [Observation Shift]
	(F) D:	[As per the Conditions]

	(G)	Lag Look-back Period (p):	[●]
	(H)	Observation Shift Period (p):	[●]
	(I)	Compounded Index Period (p):	[●] (*Applicable only if the Reference Rate is SOFR or SONIA and the Calculation Method is Index Average*)
	(J)	Relevant Decimal Place:	[As per the Conditions]
(ix)	ISDA Determination:		[Applicable/Not Applicable] (*If not applicable, delete the remaining items of this subparagraph*)
	(A)	ISDA Definitions:	[2006 ISDA Definitions]/[2021 ISDA Definitions]
	(B)	Floating Rate Option:	[[●]/EUR-EURIBOR-Reuters (*if 2006 ISDA Definitions apply*)/EUR-EURIBOR (*if 2021 ISDA Definitions apply*)/EUR-EuroSTR/EUR-EuroSTR Compounded Index/GBP-SONIA/GBP-SONIA Compounded Index/USD-SOFR/USD-SOFR Compounded Index] *(These are the only Floating Rate Options envisaged by the terms and conditions)*
	(C)	Designated Maturity:	[●]/[Not Applicable] *(A Designated Maturity period is not relevant where the relevant Floating Rate Option is a risk-free rate)*
	(D)	Reset Date:	[●]
	(E)	Compounding:	[Applicable/Not Applicable] (*If not applicable, delete the remaining items of this subparagraph*)
		– Compounding Method:	[Compounding with Lookback Lookback: [●] Applicable Business Days] [Compounding with Observation Period Shift Observation Period Shift: [●] Observation Period Shift Business Days Observation Period Shift Additional Business Days: [●]/[Not Applicable]]
	(F)	Index Provisions:	[Applicable/Not Applicable] *(If not applicable, delete the remaining items of this subparagraph)*

		– Index Method:	Compounded Index Method with Observation Period Shift Observation Period Shift: [●] Observation Period Shift Business Days Observation Period Shift Additional Business Days: [●]/[Not Applicable]]
	(x)	Linear Interpolation:	Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
	(xi)	Margin(s):	[+/-][●] per cent. per annum
	(xii)	Minimum Rate of Interest:	[●] per cent. per annum
	(xiii)	Maximum Rate of Interest:	[●] per cent. per annum
	(xiv)	Day Count Fraction:	[Actual/Actual][Actual/Actual-ISDA] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360][360/360][Bond Basis] [30E/360][Eurobond Basis] [30E/360 (ISDA)] [Actual/Actual-ICMA]
15	Zero Coupon Note Provisions		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Amortisation Yield:	[●] per cent. per annum
	(ii)	Day Count Fraction in relation to Early Redemption Amounts:	[Actual/Actual][Actual/Actual-ISDA] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360][360/360][Bond Basis] [30E/360][Eurobond Basis] [30E/360 (ISDA)] [Actual/Actual-ICMA]
PROVISIONS RELATING TO REDEMPTION			
16	Call Option		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Optional Redemption Date(s):	[●]
	(ii)	Optional Redemption Amount(s) of each Note:	[[●] per Calculation Amount/Condition 5(b) applies] [Spens Amount/Make-Whole Amount]

			[(*If Spens Amount or Make-Whole Amount is selected, include items (A) to (E) below or relevant options as are set out in the Conditions*)]
		(A) Reference Bond:	[*Insert applicable Reference Bond*]]
		(B) Quotation Time:	[●]
		(C) Redemption Margin:	[[●] per cent.]]
		(D) Determination Date:	[●]
		(E) Discount Basis:	[Annual/Semi-annual] (*Relevant to Make-Whole Amount only*)
	(iii)	If redeemable in part:	
		(A) Minimum Redemption Amount:	[●] per Calculation Amount
		(B) Maximum Redemption Amount:	[●] per Calculation Amount
	(iv)	Notice period:	[●] days
17	Issuer Maturity Par Call:		[Applicable/Not Applicable]
	– Notice period:		[●] days
18	Clean-up Call:		[Applicable/Not Applicable]
	– Notice period:		[●] days
19	Special Redemption Event Call:		[Applicable / Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Basis of the Call:	[Mandatory / Optional]
	(ii)	Acquisition Target:	[●]
	(iii)	Special Redemption Longstop Date:	[●]
	(iv)	Special Redemption Amount:	[●]
	(v)	Special Optional Redemption Period:	[●] / [The period from [[●]/ [the Issue Date]] to [[●]/ the Special Redemption Longstop Date]
	(vi)	Notice Periods:	Minimum period: [●] days Maximum period: [●] days
20	Put Option:		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Optional Redemption Date(s):	[●]
	(ii)	Optional Redemption Amount(s) of each Note:	[●] per Calculation Amount / Condition 5(b) applies
	(iii)	Notice period:	[●] days

21	Change of Control Put Option:	[Applicable/Not Applicable]
	[Change of Control Redemption Amount(s) of each Note:	[●] per Calculation Amount]
22	Final Redemption Amount of each Note	[●][Par] per Calculation Amount
23	Early Redemption Amount	
	– Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default or other early redemption:	[●]/[Par] per Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE NOTES

24	Green Bonds:		[Yes] [No] *(If Not Applicable, delete the remaining subparagraphs of this paragraph)*
	[(i)]	[Reviewer(s)[16]:]	[*Name of sustainability rating agencies and name of third party assurance agent, if any and details of compliance opinion(s) and availability*]
	[(ii)]	[Date of Second Party Opinion(s)[17]:]	[*Give details*]

THIRD PARTY INFORMATION

[(*Relevant third party information*) has been extracted from (*specify source*). [Each of the] [The] Issuer [and the Guarantor(s)] confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by (*specify source*), no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of Lonza Finance International NV:

By: .....
Duly authorised

Signed on behalf of Lonza Group AG:

By: .....
Duly authorised

[16] The compliance opinion[s] do[es] not form part of the Final Terms or the Base Prospectus.

[17] The Second Party Opinion does not form part of the Final Terms or the Base Prospectus.

By: ....

Duly authorised

PART B – OTHER INFORMATION

1 **LISTING AND ADMISSION TO TRADING**

(i)	Admission to trading and admission to listing:	[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to listing on [the Official List of the Luxembourg Stock Exchange and] to trading on [the Regulated Market of the Luxembourg Stock Exchange] with effect from [●].][Not Applicable.] (*Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)*
(ii)	Estimate of total expenses related to admission to trading:	[●]

2 **RATINGS**

Ratings:	[[The Notes to be issued [have been/are expected to be] rated]/[The following ratings reflect ratings assigned to Notes of this type issued under the Programme generally]]: [S & P: [●]] [Moody's: [●]] [[Fitch: [●]] [[Other]: [●]] (*Include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider*) [[*Insert legal name of particular credit rating agency entity providing rating*] is established in the [EU/UK] and registered under Regulation (EC) No 1060/2009 [as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018].]

3 **INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER**

(Need to include a description of any interest, including a conflict of interest, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the statement below:)

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer [and the Guarantor] and [its/their] affiliates in the ordinary course of business. (*Amend as appropriate if there are other interests*)]

[(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.)]

4 REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS

	(i)	Use of proceeds:	[●] [See ["Use of Proceeds"] in the Base Prospectus/*Give details*] *(See "Use of Proceeds" wording in Base Prospectus – if reasons for offer different from what is disclosed in the Base Prospectus, give details here.)* *(If the Notes are specified to be "Green Bonds", describe the relevant Eligible Green Projects to which the net proceeds of the Notes will be applied or make reference to the relevant bond framework and/or section of the Framework setting out the criteria identifying Eligible Green Projects to which the net proceeds of the Notes will be applied). (Applicable only in the case of securities to be classified as "Green Bonds". If not applicable, delete this paragraph.)* [●] [Further details on Eligible Green Projects are included in the [Framework], that will be made available[, together with the Second Party Opinion,] on the Issuer's website at [•].]
	(ii)	Estimated net proceeds:	[●]
5	**[*Fixed Rate Notes only* – YIELD**		
	Indication of yield:		[Not Applicable] / [●]]
6	**OPERATIONAL INFORMATION**		
	(i)	ISIN:	[●]
	(ii)	Common Code:	[●]
	(iii)	Delivery:	Delivery [against/free of] payment
	(iv)	Names and addresses of additional Paying Agent(s) (if any):	[Not Applicable] / [●]

(v)	[Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper)] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.] [No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper). Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]

7 **DISTRIBUTION**

(i)	Method of distribution:	[Syndicated/Non-syndicated]
(ii)	If syndicated:	
	(A) Names of Managers:	[Not Applicable/*give names*]
	(B) Stabilisation Manager(s) (if any):	[Not Applicable/*give names*]
(iii)	If non-syndicated, name of Dealer:	[Not Applicable/*give name*]
(iv)	U.S. Selling Restrictions:	Reg. S Compliance [Category 2]; TEFRA not applicable

CLEARING

The Notes will be issued in dematerialised form in accordance with the Belgian companies and associations code (*Code des sociétés et des associations / Wetboek van vennootschappen en verenigingen*) dated 23 March 2019, as amended from time to time (the "**Code**"). The Notes will be represented exclusively by a book entry in the records of the settlement system operated by the National Bank of Belgium (the "**NBB**") or any successor thereto (the "**NBB-SSS**"). There are no bearer certificates, whether in global or definitive form. The owners of such dematerialised securities can request at any time that their securities are converted into registered securities, at their expense.

The Notes can be held by their holders through the participants in the NBB-SSS, including Euroclear Bank, Clearstream Banking Frankfurt, Clearstream Banking Luxembourg, SIX SIS, Euronext Securities Milan, Euronext Securities Porto, Euroclear France, LuxCSD, Iberclear, OeKB, any other national or international NBB investors central depositories ("**NBB investor (I)CSDs**") or through other financial intermediaries which in turn hold the Notes through Euroclear Bank, Clearstream Banking Frankfurt, Clearstream Banking Luxembourg, SIX SIS, Euronext Securities Milan, Euronext Securities Porto, Euroclear France, LuxCSD, Iberclear, OeKB, any other NBB investor (I)CSDs or other participants in the NBB-SSS. Title to the Notes will pass by account transfer.

The Notes are intended to be settled through the X/N accounts system organised within the NBB-SSS in accordance with the law of 6 August 1993 on transactions in certain securities (*loi relative aux opérations sur certaines valeurs mobilières/wet betreffende de transacties met bepaalde effecten*), its implementing Belgian royal decrees of 26 May 1994 and 14 June 1994 and the rules of the NBB-SSS and its annexes, as issued or modified by the NBB from time to time (the laws, decrees and rules mentioned in this section being referred to herein as the "**NBB-SSS Regulations**"). Any partial redemption of the Notes is expected to be effected by the NBB-SSS on a *pro rata* basis.

Payment of principal, interest and other sums due in respect of Notes will be made through the Issuing and Paying Agent and the NBB-SSS in accordance with the NBB-SSS Regulations, Euroclear Bank, Clearstream Banking Frankfurt, Clearstream Banking Luxembourg, SIX SIS, Euronext Securities Milan, Euronext Securities Porto, Euroclear France, LuxCSD, Iberclear, OeKB, any other NBB investor (I)CSDs and any other participant in the NBB-SSS holding interest in the relevant Notes, and any payment made by the Issuer or the Guarantor (as applicable) to the NBB-SSS or, in the case of payments in any currency other than euro or a currency which is participating in Target-Securities, to Euroclear Bank, Clearstream Banking Frankfurt, Clearstream Banking Luxembourg, SIX SIS, Euronext Securities Milan, Euroclear France, Euronext Securities Porto, LuxCSD, Iberclear, OeKB, and any other NBB investor (I)CSDs will constitute good discharge for the Issuer or, as the case may be, the Guarantor. Upon receipt of any payment in respect of Notes, the NBB-SSS, Euroclear Bank, Clearstream Banking Frankfurt, Clearstream Banking Luxembourg, SIX SIS, Euronext Securities Milan, Euronext Securities Porto, Euroclear France, LuxCSD, Iberclear, OeKB and any other NBB-SSS participant, shall immediately credit the accounts of the relevant account holders with the payment. Noteholders are entitled to exercise their voting rights and other associative rights (as defined for the purposes of Article 7:41 of the Code) against the Issuer upon submission of an affidavit drawn up by the NBB, Euroclear Bank, Clearstream Banking Frankfurt, Clearstream Banking Luxembourg, SIX SIS, Euronext Securities Milan, Euronext Securities Porto, Euroclear France, LuxCSD, Iberclear, OeKB, any other NBB investor (I)CSD or another participant duly licensed in the Kingdom of Belgium to keep dematerialised securities accounts showing their position in the Notes (or the position held by the financial institution through which their Notes are held with the NBB, Euroclear Bank, Clearstream Banking Frankfurt, Clearstream Banking Luxembourg, SIX SIS, Euronext Securities Milan, Euronext Securities Porto, Euroclear France, LuxCSD, Iberclear, OeKB, any other NBB investor (I)CSD or such other participant, in which case an affidavit drawn up by that financial institution will also be required).

PROSPECTUS SUPPLEMENT

If at any time the Issuer shall be required to prepare a prospectus supplement pursuant to Article 23 of the Prospectus Regulation, the Issuer will prepare and make available an appropriate supplement to this Base Prospectus which, in respect of any subsequent issue of Notes to be listed on the Official List and admitted to trading on the Market, shall constitute a prospectus supplement as required by Article 23 of the Prospectus Regulation.

TAXATION

The following is a general description of the Issuer's and the Guarantor's understanding of certain Belgian and Swiss tax considerations relating to the Notes and the Guarantee. It is restricted to the matters of Belgian and Swiss taxation stated herein and is intended neither as tax advice nor as a complete analysis of all tax considerations relating to the Notes, whether in those countries or elsewhere. Prospective purchasers of the Notes should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of the Notes and receiving payments of interest, principal and/or other amounts under the Notes and the consequences of such actions under the tax laws of those countries. This overview is based upon the law as in effect on the date of this Base Prospectus and is subject to any change in law that may take effect after such date, even with retroactive effect.

BELGIAN TAXATION

Belgian Withholding Tax

Without any prejudice to the foregoing, it is noted that the new Belgian federal government has announced several tax measures in its governmental agreement which may potentially impact the tax overview set out below. Please note that the below overview contains references to draft laws which have been submitted to the Belgian Federal Parliament and which may be still subject to change.

All payments by or on behalf of the Issuer of interest on the Notes are in principle subject to Belgian withholding tax on the gross amount of the interest, currently at the rate of 30 per cent. Both Belgian domestic tax law and applicable tax treaties may provide for lower or zero rates subject to certain conditions and formalities.

In this regard, "interest" means (i) the periodic interest income, (ii) any amount paid by the Issuer in excess of the issue price (upon full or partial redemption whether or not on the maturity date, or upon purchase by the Issuer) and, (iii) in case of a realisation of Notes between two interest payment dates, the pro rata of accrued interest corresponding to the detention period.

However, payments of interest and principal under the Notes by or on behalf of the Issuer may be made without deduction of withholding tax in respect of the Notes if and as long as at the moment of payment or attribution of interest they are held by certain eligible investors (the "**Eligible Investors**", see hereinafter) in an exempt securities account (an "**X Account**") that has been opened with a financial institution that is a direct or indirect participant (a "**Participant**") in the NBB-SSS. Euroclear Bank, Clearstream Banking Frankfurt, Clearstream Banking Luxembourg, SIX SIS, Euronext Securities Milan, Euronext Securities Porto, Euroclear France, LuxCSD, Iberclear and OeKB are directly or indirectly Participants for this purpose.

Holding the Notes through the NBB-SSS enables Eligible Investors to receive gross interest income on their Notes and to transfer Notes on a gross basis.

Participants to the NBB-SSS must enter the Notes which they hold on behalf of Eligible Investors in an X Account.

Eligible Investors are those listed in article 4 of the Belgian Royal Decree of 26 May 1994 on the deduction of withholding tax (*koninklijk besluit van 26 mei 1994 over de inhouding en de vergoeding van de roerende voorheffing/arrêté royal du 26 mai 1994 relatif à la perception et à la bonification du précompte mobilier*) which include, *inter alia*:

(i) Belgian companies subject to Belgian corporate income tax as referred to in article 2, §1, 5°, b) of the Belgian code on income tax of 1992 (*wetboek van de inkomenstenbelastingen 1992/code des impôts sur les revenus 1992*, the "**BITC 1992**");

(ii) institutions, associations or companies specified in article 2, §3 of the law of 9 July 1975 on the control of insurance companies other than those referred to in (i) and (iii) subject to the application of article 262, 1° and 5° of the BITC 1992;

(iii) state regulated institutions (*parastatale instellingen/institutions parastatales*) for social security, or institutions which are assimilated therewith, provided for in article 105, 2º of the royal decree implementing the BITC 1992 (*koninklijk besluit tot invoering van het wetboek inkomstenbelastingen 1992/arrêté royal d'exécution du code des impôts sur les revenus 1992*, the "**RD/BITC 1992**");

(iv) non-resident savers provided for in article 105, 5º of the RD/BITC 1992;

(v) investment funds, recognised in the framework of pension savings, provided for in article 115 of the RD/BITC 1992;

(vi) taxpayers provided for in article 227, 2º of the BITC 1992 which have used the income generating capital for the exercise of their professional activities in Belgium and which are subject to non-resident income tax pursuant to article 233 of the BITC 1992;

(vii) the Belgian State in respect of investments which are exempt from withholding tax in accordance with article 265 of the BITC 1992;

(viii) investment funds governed by foreign law which are an indivisible estate managed by a management company for the account of the participants, provided the fund units are not offered publicly in Belgium or traded in Belgium; and

(ix) Belgian resident corporations, not provided for under (i) above, when their activities exclusively or principally consist of the granting of credits and loans.

Eligible Investors do not include, *inter alia*, Belgian resident investors who are individuals or non-profit making organisations, other than those mentioned under (ii) and (iii) above.

The above categories only summarise the detailed definitions contained in Article 4 of the Royal Decree of 26 May 1994, as amended, to which investors should refer for a precise description of the relevant eligibility rules.

Upon opening of an X Account for the holding of Notes, an Eligible Investor is required to provide the Participant with a statement of its eligible status on a form approved by the Belgian Minister of Finance. There are no ongoing declaration requirements for Eligible Investors save that they need to inform the Participants of any changes to the information contained in the statement of their tax eligible status.

Participants are required to annually provide the NBB with listings of investors who have held an X Account during the preceding calendar year.

An X Account may be opened with a Participant by an intermediary (an "**Intermediary**") in respect of Notes that the Intermediary holds for the account of its clients (the "**Beneficial Owners**"), provided that each Beneficial Owner is an Eligible Investor. In such a case, the Intermediary must deliver to the Participant a statement on a form approved by the Minister of Finance confirming that: (i) the Intermediary is itself an Eligible Investor; and (ii) the Beneficial Owners holding their Notes through it are also Eligible Investors. The Beneficial Owner is also required to deliver a statement of its eligible status to the Intermediary.

These identification requirements do not apply to Notes held in central securities depositaries as defined in Article 2, first paragraph, (1) of the Regulation (EU) N° 909/2014 of the European Parliament and of the Council of 23 July 2014 on improving securities settlement in the European Union and on central securities depositories and amending Directives 98/26/EC and 2014/65/EU and Regulation (EU) No 236/2012 ("**CSD**") as Participants to the NBB-SSS (each, a "**NBB investor (I)CSD**"), provided that the relevant NBB investor (I)CSD only holds

X Accounts and that they are able to identify the Holders for whom they hold Notes in such account. For the identification requirements not to apply, it is furthermore required that the contracts which were concluded by the relevant NBB investor (I) CSD as Participants include the commitment that all their clients, holder of an account, are Eligible Investors.

Belgian Income Tax

Belgian resident individuals

The Notes may only be held by Eligible Investors. Consequently, the Notes may not be held by Belgian resident individuals as they do not qualify as Eligible Investors.

Belgian resident companies

Interest attributed or paid to corporations which are Belgian residents for tax purposes, i.e. which are subject to Belgian corporate income tax (*vennootschapsbelasting/impôt des sociétés*), as well as capital gains realised upon the disposal of Notes are taxable at the ordinary corporate income tax rate of in principle 25 per cent. (with, subject to certain conditions, a reduced rate of 20 per cent. applying to the first tranche of EUR 100,000 of taxable income of qualifying small companies as defined in Article 1:24, §1 to §6 of the Belgian Companies and Associations Code (*wetboek van vennootschappen en verenigingen/code des sociétés et associations)*). Capital losses realised upon the disposal of the Notes are in principle tax deductible.

Other tax rules apply to investment companies within the meaning of Article 185bis of the BITC 1992.

Belgian resident legal entities

The Notes may only be held by Eligible Investors. Consequently, the Notes may not be held by Belgian legal entities subject to Belgian legal entities tax (*rechtspersonenbelasting/impôts des personnes morales*) which do not qualify as Eligible Investors.

Belgian legal entities that qualify as Eligible Investors and that consequently have received gross interest income (without deduction of withholding tax) are required to declare and pay the 30 per cent. withholding tax to the Belgian tax authorities themselves.

Capital gains realised on the sale of the Notes are in principle tax exempt, unless the capital gains qualify as interest (as described in "Belgian Withholding Tax" above). Capital losses are in principle not tax deductible.

Investors should note that a draft bill has recently been submitted to the Belgian federal Parliament (n° 56-1244/001) which, if enacted, would introduce a 10 per cent. tax on capital gains on financial assets (including the Notes) realized by certain entities subject to the Belgian legal entities tax. The proposed tax would apply only to value increases accruing after 31 December 2025. Certain exemptions may be available, including an annual exemption up to EUR 5,940, which may be increased by up to EUR 594 for each year in which the exemption is not (fully) utilised, up to a maximum of EUR 8,910 after five years (amounts to be indexed). Capital losses realised on the disposal of the Notes would be deductible from capital gains realised in the same taxable year, by the same taxpayer and within the same 'category' of taxable capital gains on financial assets. These capital losses will not be carried forward to subsequent assessment years. The draft bill also provides that certain events will be treated as a realisation of financial assets (for example, the emigration of the effective seat of management of a legal entity subject to the Belgian legal entities tax), triggering the application of the capital gains tax.

Investors should note that the above is a brief summary of a draft law, which may be amended during the legislative process or may not be adopted. Prospective investors should consult their tax adviser to assess the impact of this draft law in light of their particular situation.

Please note that this tax on capital gains on financial assets is expected to apply to entities subject to the Belgian tax on legal entities.

Organisations for Financing Pensions

Interest and capital gains derived by Organisations for Financing Pensions (*Organismen voor de Financiering van Pensioenen/Organismes de Financement de Pensions*) in the meaning of the Law of 27 October 2006 on the activities and supervision of institutions for occupational retirement provision (*wet van 27 oktober 2006 betreffende het toezicht op de instellingen voor bedrijfspensioenvoorziening/loi du 27 octobre 2006 relative au contrôle des institutions de retraite professionnelle*), are in principle exempt from Belgian corporate income tax. Capital losses are in principle not tax deductible. Subject to certain conditions, any Belgian withholding tax that has been levied can be credited against any corporate income tax due and any excess amount is in principle refundable.

Belgian non-residents

Noteholders who are not residents of Belgium for Belgian tax purposes and who are not holding the Notes through a permanent establishment in Belgium will not become liable for any Belgian tax on income or capital gains by reason only of the acquisition or disposal of the Notes, provided that they qualify as Eligible Investors and that they hold their Notes in an X Account.

Non-residents who use the Notes to exercise a professional activity in Belgium through a permanent establishment are in principle subject to the same tax rules as the Belgian resident companies (see above).

Tax on stock exchange transactions

A tax on stock exchange transactions (*taks op de beursverrichtingen/taxe sur les opérations de bourse*) will be levied on the acquisition and disposal of Notes on the secondary market if (i) carried out in Belgium through a professional intermediary or (ii) deemed to be carried out in Belgium, which is the case if the order is directly or indirectly made to a professional intermediary established outside of Belgium, either by private individuals with habitual residence (*gewone verblijfplaats/résidence habituelle*) in Belgium, or legal entities for the account of their seat or establishment in Belgium (both referred to as a "**Belgian Investor**").

The acquisition of Notes upon their issuance (primary market) is not subject to the tax on stock exchange transactions.

The tax is due at a rate of 0.12 per cent. on each secondary acquisition and disposal separately, with a maximum amount of EUR 1,300 per transaction and per party.

A separate tax is due by each party to the transaction, and both taxes are collected by the professional intermediary. However, if the intermediary is established outside of Belgium, the tax on the stock exchange transactions will in principle be due by the Belgian Investor, unless the Belgian Investor can demonstrate that the tax on the stock exchange transactions has already been paid by the professional intermediary established outside of Belgium. In the latter case, the professional intermediary established outside of Belgium also has to provide each client (which gives such intermediary an order) with a qualifying order statement (*borderel/bordereau*), at the latest on the business day after the day on which the relevant transaction was realised. The qualifying order statements must be numbered in series and duplicates must be retained by the financial intermediary. A duplicate can be replaced by a qualifying agent day-to-day listing, numbered in series. Alternatively, professional intermediaries established outside Belgium could however appoint a stock exchange tax representative in Belgium, subject to certain conditions and formalities ("**Stock Exchange Tax Representative**"). In such case the Stock Exchange Tax Representative would then be liable towards the Belgian Treasury to pay the tax on stock exchange transactions and to comply with the reporting obligations in

that respect. If such a Stock Exchange Tax Representative has paid the tax on stock exchange transactions, the Belgian Investor will, as per the above, no longer be required to pay the tax on stock exchange transactions.

However, the tax on stock exchange transactions will not be payable by exempt persons acting for their own account including investors who are not Belgian residents, provided they deliver an affidavit to the financial intermediary in Belgium confirming their non-resident status, and certain Belgian institutional investors as defined in Article 126.1, 2° of the code of miscellaneous duties and taxes (*wetboek diverse rechten en taksen/code des droits et taxes divers*).

Annual tax on securities accounts

The Annual Tax on Securities Accounts (*jaarlijkse taks op de effectenrekeningen/taxe annuelle sur les comptes-titres*) is levied on securities accounts of which the average value during the reference period (i.e a period of twelve consecutive months beginning on 1 October and ending, in principle, on 30 September of the next year), exceeds EUR 1,000,000. The Annual Tax on Securities Accounts is applicable to securities accounts that are held by resident individuals, companies and legal entities, irrespective as to whether these accounts are held with a financial intermediary in Belgium or abroad. The Annual Tax on Securities Accounts also applies to securities accounts held by non-residents individuals, companies and legal entities with a financial intermediary in Belgium. However, the Annual Tax on Securities Accounts is not levied on securities accounts held by specific types of regulated entities in the context of their own professional activity and for their own account.

The applicable tax rate is equal to the lowest amount of either 0.15 per cent. of the average value of the financial instruments and funds held on the account or 10 per cent. of the difference between the average value of the financial instruments and funds held on the account and EUR 1,000,000. The tax base is the sum of the values of the taxable financial instruments at the different reference points in time, i.e., 31 December, 31 March, 30 June and 30 September, divided by the number of those points in time.

The Annual Tax on Securities Accounts needs to be withheld, declared and paid by the Belgian intermediary. Intermediaries not established or set up in Belgium have the possibility, when managing a securities account subject to the tax, to appoint a representative in Belgium approved by or on behalf of the Minister of Finance (the "**Annual Tax on Securities Accounts Representative**"). The Annual Tax on Securities Accounts Representative is jointly and severally liable vis-à-vis the Belgian State to declare and pay the tax and to fulfil all other obligations for intermediaries related to the Annual Tax on Securities Accounts, such as compliance with certain reporting obligations. In cases where no intermediary has withheld, declared and paid the Annual Tax on Securities Accounts, the holder of the securities account needs to declare and pay the tax himself, unless he can prove that the tax has already been withheld, declared and paid by either a Belgian intermediary or Annual Tax on Securities Accounts Representative of a foreign intermediary.

The law provides for a general anti-abuse provision.

Investors should be aware that, as of 29 July 2025, two rebuttable presumptions of abuse apply to certain transactions involving securities accounts with a value exceeding EUR 1,000,000 prior to the transaction. Both (i) the conversion of dematerialised financial instruments into registered instruments, and (ii) the transfer of (part of) financial instruments to another securities account held (alone or jointly) by the same person, will in principle not be opposable to the Belgian tax administration unless the taxpayer can demonstrate that such conversion or transfer was principally justified by motives other than tax avoidance. Investors should also note that a draft bill has recently been submitted to the Belgian federal Parliament (n° 56-1378/001) which, if enacted, would result in an increase of the tax rate for the Annual Tax on Securities Accounts to 0.30 per cent..

Prospective Noteholders are advised to seek their own professional advice in relation to the Annual Tax on Securities Accounts.

Common Reporting Standard

The exchange of information is governed by the Common Reporting Standard ("**CRS**").

As of 13 March 2025, the total of jurisdictions that have signed the multilateral competent authority agreement on the automatic exchange of financial account information ("**MCAA**"), amounted to 126. The MCAA is a multilateral framework agreement to automatically exchange financial and personal information, with the subsequent bilateral exchanges coming into effect between those signatories that file the subsequent notifications.

Council Directive 2011/16/EU on administrative cooperation in the field of taxation, as amended by the Directive on Administrative Cooperation (2014/107/EU) of 9 December 2014 ("**DAC2**"), implemented the exchange of information based on the CRS within the EU. The CRS has been transposed in Belgium by the Law of 16 December 2015.

Under CRS, financial institutions resident in a CRS country are required to report, according to a due diligence standard, financial information with respect to reportable accounts, which includes interest, dividends, account balance or value, income from certain insurance products, sales proceeds from financial assets and other income generated with respect to assets held in the account or payments made with respect to the account. Reportable accounts include accounts held by individuals and entities (which includes trusts and foundations) with fiscal residence in another CRS country. The standard includes a requirement to look through passive entities to report on the relevant controlling persons.

Under DAC2 (and the Belgian law of 16 December 2015, see below), Belgian financial institutions holding the Notes for tax residents in another CRS contracting state, shall report financial information regarding the Notes (income, gross proceeds, etc.) to the Belgian competent authority, who shall communicate the information to the competent authority of the CRS state of the tax residence of the beneficial owner.

The Belgian government has implemented DAC2, respectively the CRS, pursuant to the Law of 16 December 2015 regarding the exchange of information on financial accounts by Belgian financial institutions and by the Belgian tax administration, in the context of an automatic exchange of information on an international level and for tax purposes (the "**Law of 16 December 2015**").

As a result of the Law of 16 December 2015, the mandatory automatic exchange of information applies in Belgium (i) as of financial year 2016 (first information exchange in 2017) towards the EU member states (including Austria, irrespective of the fact that the automatic exchange of information by Austria towards other EU member states is only foreseen as of income year 2017), (ii) as of financial year 2014 (first information exchange in 2016) towards the U.S. and (iii) with respect to any other jurisdictions that have signed the MCAA, as of a date to be further determined by Royal Decree. In a Royal Decree of 14 June 2017, it was determined that the automatic provision of information has to be provided (i) as from 2017 (for the 2016 financial year) for a first list of 18 jurisdictions, (ii) as from 2018 (for the 2017 financial year) for a second list of 44 jurisdictions, (iii) as from 2019 (for the 2018 financial year) for a third list of 1 jurisdiction, (iv) as from 2020 (for the 2019 financial year) for a fourth list of 6 jurisdictions, (v) as from 2023 (for the 2022 financial year) for a fifth list of 2 jurisdictions, (vi) as from 2024 (for the 2023 financial year) for a sixth list of 4 jurisdictions, and (vii) as from 2025 (for the 2024 financial year) for a seventh list of two jurisdictions.

Prospective holders of Notes who are in any doubt as to their position should consult their professional advisers.

SWISS TAXATION

Swiss Withholding Tax

Payments by the Issuer of interest on, and repayment of principal of, the Notes, or any payments by the Guarantor under the Guarantee, will not be subject to Swiss withholding tax. So long as the Notes are

outstanding, the Issuer and the Guarantor will ensure that (i) the Issuer will have its domicile and place of effective management outside Switzerland, and (ii) the aggregate amount of proceeds from the issuance of all outstanding debt instruments issued by a non-Swiss member of the Group with a parental guarantee of a Swiss member of the Group (including the Notes) that is being applied by any member of the Group in Switzerland does not exceed the amount that is permissible under the taxation laws in effect at such time in Switzerland without subjecting interest payments due under the Notes (or any payments under the Guarantee) to Swiss federal withholding tax.

On 3 April 2020, the Swiss Federal Council published draft legislation and opened a consultation procedure regarding the reform of the Swiss withholding tax regime. The draft legislation provided for the replacement of the current debtor-based regime applicable to interest payments on bonds with a paying agent-based regime for Swiss withholding tax. In general terms, the proposed paying agent-based regime would have (i) subjected all interest payments made through paying agents in Switzerland to individuals resident in Switzerland to Swiss withholding tax and (ii) exempted from Swiss withholding tax interest payments to all other persons, including to Swiss-domiciled legal entities and foreign investors (other than for indirect interest payments via foreign and domestic collective investments vehicles). However, the results of the consultation, which ended on 10 July 2020, were controversial. Consequently, on 15 April 2021, the Swiss Federal Council submitted new draft legislation on the reform of the Swiss withholding tax system providing for the abolition of Swiss withholding tax on interest payments on bonds for submission to the Swiss Parliament, which legislation was accepted by the Swiss Parliament on 17 December 2021, but was rejected in a referendum held on 25 September 2022. Notwithstanding the foregoing, if a new paying agent-based regime were nevertheless to be enacted and were to result in the deduction or withholding of Swiss withholding tax on any payment in respect of a Note by any person in Switzerland other than the Issuer or the Guarantor, the holder of such Note would not be entitled to any additional amounts with respect to such Note as a result of such deduction or withholding under the terms of the Notes.

Swiss Securities Turnover Tax

The issuance and sale of the Notes on the issue date are exempt from Swiss securities turnover tax (*Umsatzabgabe*) (primary market). Secondary market dealings in Notes may be subject to the Swiss securities turnover tax at an aggregate rate of up to 0.30 per cent. of the purchase price of the Notes, however, only if a securities dealer in Switzerland or Liechtenstein, as defined in the Swiss Federal Act on Stamp Duties (*Bundesgesetz über die Stempelabgaben*), is a party or an intermediary to the transaction and no statutory exemption applies in respect of the one or other party to the transaction. Under one of the statutory exemptions, the purchase or sale of the Notes will be exempt from the Swiss securities turnover tax to the extent the purchaser or seller is resident outside of Switzerland (or the Principality of Liechtenstein). Subject to any such statutory exemption for the one or other party, generally half of the tax is charged to the one and the other half to the other party to the transaction.

Swiss Income Taxation of Non-Swiss tax resident Investors

Payments of interest on, and repayment of principal of, the Notes, by the Issuer to, and payments under the Guarantee by the Guarantor, and gain realised on the sale or redemption of a Note by a holder of a Note who is not a resident of Switzerland and who during the current taxation year has not engaged in a trade or business through a permanent establishment in Switzerland to which such Note is attributable, will, in respect of such Note, not be subject to any Swiss federal, cantonal or communal income.

For a discussion of Swiss withholding tax, see above under "*—Swiss Withholding Tax*", for a discussion of the automatic exchange of information in tax matters, see below under "*—International Automatic Exchange of Information in Tax Matters*", and for a discussion of the Swiss facilitation of the implementation of the Foreign

Account Tax Compliance Act, see below under "—*Swiss Facilitation of the Implementation of the U.S. Foreign Account Tax Compliance Act*".

Swiss Income Taxation of Notes held by Swiss tax resident Individuals as Private Assets

A holder of a Note who is an individual resident in Switzerland and who holds such Note as a private asset is required to include interest payments and any payment by the Issuer upon redemption relating to accrued interest on such Note in their personal income tax return for the relevant tax period, converted from Euro into Swiss francs at the exchange rate prevailing at the time of payment, and will be taxed on any net taxable income (including the payments of interest on such Note) for such tax period. A gain (including a gain in respect of interest accrued, foreign currency exchange rate appreciation or change in market interest rate) on the sale or redemption of such a Note is a tax-free private capital gain and, a loss realised on the sale of a Note is a non-tax-deductible private capital loss.

Swiss Income Taxation of Notes held by Swiss tax resident Individuals or Entities as Business Assets

Individuals who hold a Note as part of a business in Switzerland and Swiss resident corporate taxpayers and corporate taxpayers resident abroad holding a Note as part of a Swiss permanent establishment in Switzerland are required to recognise any payments of interest (including relating to a discount or premium, if any) on such Note, or any payment under the Guarantee in respect thereof, and any capital gain or loss realised on the sale or other disposition of such Note (including relating to a discount or premium, if any, accrued interest, a foreign exchange rate change or a change of market interest rates) in their income statement for the respective tax period and will be taxable on any net taxable earnings for such period. The same taxation treatment also applies to Swiss resident individuals who, for income tax purposes, are classified as "*professional securities dealers*" for reasons of, *inter alia*, frequent dealings, or leveraged investments, in securities.

International Automatic Exchange of Information in Tax Matters

Switzerland has concluded a bilateral agreement with the EU on the international automatic exchange of information ("**AEOI**") in tax matters, which applies to all EU member states. In addition, Switzerland has concluded the multilateral competent authority agreement on the automatic exchange of financial account information ("**MCAA**"), and based on the MCAA, a number of bilateral AEOI agreements with other countries. Based on such agreements and the implementing laws of Switzerland, Switzerland collects and exchanges data in respect of financial assets, including Notes, as the case may be, held in, and income derived thereon and credited to, accounts or deposits with a paying agent in Switzerland for the benefit of individuals, entities and controlling persons (as applicable) resident in a EU member state or in another treaty state.

Swiss Facilitation of the Implementation of the U.S. Foreign Account Tax Compliance Act

The U.S. and Switzerland entered into an intergovernmental agreement (the "**current U.S.-Switzerland IGA**") to facilitate the implementation of the U.S. Foreign Account Tax Compliance Act ("**FATCA**"). Under the current U.S.-Switzerland IGA, financial institutions acting out of Switzerland generally are directed to become participating foreign financial institutions. The current U.S.-Switzerland IGA ensures that accounts held by U.S. persons with Swiss financial institutions (including any such account in which a Note is held) are disclosed to the U.S. tax authorities either with the consent of the account holder or by means of group requests within the scope of administrative assistance on the basis of the Convention between the United States of America and the Swiss Confederation for the Avoidance of Double Taxation (the "**DTA**"). Since it was amended in 2019, the DTA includes a mechanism for the exchange of information upon request in tax matters between Switzerland and the U.S., which is in line with international standards, and allows the U.S. to make group requests under FATCA

concerning non-consenting U.S. accounts and non-consenting non-participating foreign financial institutions for periods from 30 June 2014.

On 27 June 2024, Switzerland and the United States signed a new intergovernmental agreement to facilitate the implementation of FATCA (the "**new U.S.-Switzerland IGA**") that will change the current direct notification-based regime that is in place under the current U.S.-Switzerland IGA to a regime where the relevant information is sent to the Swiss Federal Tax Administration, which in turn provides the information to the U.S. tax authorities. In Switzerland, the implementation of the new U.S.-Switzerland IGA requires an amendment to national law, which will be decided by the Swiss Federal Assembly. According to communication from the State Secretariat for International Finance (SIF), such amendment is currently expected to enter into force in Switzerland on 1 January 2028, at the earliest. For further information on FATCA, see below "*FATCA Withholding*".

FATCA WITHHOLDING

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "foreign financial institution" may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting, or related requirements. The issuer may be a foreign financial institution for these purposes. A number of jurisdictions (including the Kingdom of Belgium and Switzerland) have entered into, or have agreed in substance to, intergovernmental agreements ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register, and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining "foreign passthru payments" are filed with the U.S. Federal Register generally would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the issuer). However, if additional notes (as described under Condition 13) that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA.

Holders should consult their own tax advisers regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

SUBSCRIPTION AND SALE

Subject to the terms and on the conditions contained in a dealer agreement dated 13 April 2026 (the "**Dealer Agreement**") between the Issuer, the Guarantor, the Arranger and the Permanent Dealers, the Permanent Dealers have agreed with the Issuer and the Guarantor a basis upon which the Permanent Dealers or any further Dealers subsequently appointed pursuant to the Dealer Agreement may from time to time agree to purchase Notes. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Dealer Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

The Issuer will pay each relevant Dealer a commission as agreed between them in respect of Notes subscribed by it. The Issuer has agreed to reimburse the Arranger for certain of its expenses incurred in connection with the establishment of the Programme and the Dealers for certain of their activities in connection with the Programme. The commissions in respect of an issue of Notes on a syndicated basis will be stated in the applicable Final Terms.

The Issuer has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Dealer Agreement entitles the Dealers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the Issuer.

United States

The Notes have not been and will not be registered under the Securities Act, as amended and may not be offered or sold within the U.S. 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 paragraph have the meanings given to them by Regulation S under the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the U.S. or its possessions or to a U.S. person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code 1986 and regulations thereunder.

Each Dealer has represented and agreed that, except as permitted by the Dealer Agreement, it has not offered, sold or delivered and will not offer, sell or deliver the Notes (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date, within the U.S. or to, or for the account or benefit of, U.S. persons, and it will have sent to each dealer to which it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the U.S. or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering, an offer or sale of Notes within the U.S. by a dealer (not participating in the offering) may violate the registration requirements of the Securities Act.

Prohibition of Sales to EEA Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the EEA. For the purposes of this provision, the expression "retail investor" means a person who is one (or more) of the following: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of the

Insurance Distribution Directive, 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 Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the UK. 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 by virtue of the EUWA.

United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(i) in relation to any Notes which have a maturity of less than one year, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of section 19 of the FSMA by the Issuer;

(ii) 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 FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer or the Guarantor; and

(iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the UK.

The Kingdom of Belgium

The Notes are not intended to be offered, sold or otherwise made available to, and should not be offered, sold or otherwise made available to, any consumer (*consument/ consommateur*) within the meaning of the Belgian Code of Economic Law (*Wetboek van economisch recht/Code de droit économique*), as amended, in Belgium.

Republic of Italy

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that the offering of the Notes has not been registered with the *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") pursuant to Italian securities legislation and, accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, save as set out below, it has not offered, sold or distributed, and will not offer, sell or distribute any Notes or any copy of this Base Prospectus or any other offer document in the Republic of Italy ("**Italy**") in an offer to the public and that sales of any Notes in Italy shall be effected in accordance with all Italian securities, tax and exchange control and other applicable laws and regulations.

Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or distribute any Notes or distribute any copy of this Base Prospectus or any other offer document in Italy, except:

(a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 2 of the Prospectus Regulation; or

(b) in any other circumstances which are exempted from the rules on offers to the public pursuant to Article 1 of the Prospectus Regulation and/or, to the extent applicable, Article 100 of Legislative Decree no. 58 of 24 February 1998 (the "**Consolidated Financial Services Act**"), Article 34-ter of CONSOB Regulation No. 11971 of 14 May 1999, as amended ("**CONSOB Regulation No. 11971**") and the Italian laws.

Any offer, sale or delivery of the Notes or distribution of copies of this Base Prospectus or any other document relating to the Notes in Italy under (a) or (b) above must be made:

(i) by an investment firm, bank or financial intermediary permitted to conduct such activities in Italy in accordance with the Consolidated Financial Services Act, Legislative Decree No. 385 of 1 September 1993, as amended (the "**Italian Banking Act**") and CONSOB Regulation No. 20307 of 15 February 2018, as amended and any other applicable laws and regulations;

(ii) in compliance with Article 129 of the Italian Banking Act, pursuant to which the Bank of Italy may request information on the issue or the offer of securities in Italy and the relevant implementing guidelines of the Bank of Italy issued on 25 August 2015 (as amended on 10 August 2016 and 2 November 2020); and

(iii) in compliance with any other applicable laws and regulations, as well as with any regulations or requirements imposed by CONSOB, the Bank of Italy or other Italian authority.

In accordance with the Consolidated Financial Services Act and the Prospectus Regulation, concerning the circulation of financial products, where no exemption from the rules on offers of securities to the public applies under (a) and (b) above, the subsequent distribution of the Notes on the secondary market in Italy must be made in compliance with the offer to the public and the prospectus requirement rules provided under the Prospectus Regulation, the Consolidated Financial Services Act and CONSOB Regulation No. 11971. Furthermore, Article 100-bis of the Consolidated Financial Services Act affects the transferability of the Notes in Italy to the extent that any placing of the Notes is made solely with qualified investors and such Notes are then systematically resold to non-qualified investors on the secondary market at any time in the 12 months following such placing. Where this occurs, if a prospectus compliant with the Prospectus Regulation has not been published, purchasers of Notes who are acting outside of the course of their business or profession may in certain circumstances be entitled to declare such purchase void and to claim damages from any authorised person at whose premises the Notes were purchased, unless an exemption provided for under the Prospectus Regulation or the Consolidated Financial Services Act applies.

Switzerland

The Notes may not be publicly offered, sold or advertised, directly or indirectly, into or from Switzerland within the meaning of the FinSA and will not be admitted to trading on the SIX Swiss Exchange or any other trading venue (exchange or multilateral trading facility) in Switzerland. Neither this Base Prospectus nor any other offering or marketing material relating to the Notes constitutes a prospectus as such term is understood pursuant to the relevant provisions of the FinSA and may not comply with the information standards required thereunder, and neither this Base Prospectus nor any other marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this Base Prospectus nor any other offering and marketing material relating to the offering, the Issuer, the Guarantor or the Notes have been or will be filed with or approved by a Swiss review body pursuant to article 52 of the FinSA or any Swiss regulatory authority. The Notes are not subject to the approval of, or

supervision by, any Swiss regulatory authority, e.g. FINMA, and investors in the Notes will not benefit from protection or supervision by such authority.

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes 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 Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of 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.

Singapore SFA Product Classification: In connection with Section 309B of the SFA and the CMP Regulations 2018, unless otherwise specified before an offer of Notes, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are 'prescribed capital markets products' (as defined in the CMP Regulations 2018) and Excluded 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).

Hong Kong

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(i) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes 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

(ii) 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 Notes, 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 Notes 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.

Canada

The Notes may be sold only to purchasers in Ontario, Alberta and British Columbia purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

General

These selling restrictions may be modified by the agreement of the Issuer, the Guarantor and the Dealer(s). Any such modification will be set out in the applicable Final Terms in respect of the issue of Notes to which it relates or in a supplement to this Base Prospectus.

None of the Issuer, the Guarantor or the Dealers has made any representation that any action will be taken in any jurisdiction by the Issuer, the Guarantor or any Dealer that would permit a public offering of the Notes, or possession or distribution of this Base Prospectus or any other offering or publicity material relating to the Notes, in any country or jurisdiction where action for that purpose is required. Each Dealer has agreed that it will comply, to the best of its knowledge and belief in all material respects, with all applicable laws and regulations in each jurisdiction in which it acquires, offers, sells or delivers Notes or has in its possession or distributes this Base Prospectus or any such other material, in all cases at its own expense.

INDEPENDENT AND STATUTORY AUDITORS

Deloitte Bedrijfsrevisoren BV, Gateway building, Luchthaven Brussel Nationaal 1 J 1930 Zaventem, Belgium (registration number BE0429.053.863) are the statutory auditors of the Issuer.

The financial statements of the Issuer as at and for the financial year ended 31 December 2024, incorporated by reference in this Base Prospectus, have been audited in accordance with the International Standards on Auditing as adopted in Belgium, by Deloitte Bedrijfsrevisoren BV, the statutory auditors of the Issuer, as stated in their report incorporated by reference herein.

The financial statements of the Issuer as at and for the financial year ended 31 December 2023, incorporated by reference in this Base Prospectus, have been audited by KPMG Bedrijfsrevisoren BV, the previous statutory auditors of the Issuer, as stated in their report incorporated by reference herein.

The statutory auditors of the Guarantor and the Group are Deloitte AG Pfingstweidstrasse 11, 8005 Zurich, Switzerland, which are registered with the Swiss Federal Audit Oversight Authority (FAOA) under register number 500420.

The consolidated financial statements of the Group as at and for the financial year ended 31 December 2025, and as at and for the financial year ended 31 December 2024, incorporated by reference in this Base Prospectus, have been audited by Deloitte AG, the statutory auditors of the Group and the Guarantor, as stated in their reports incorporated by reference herein.

ALTERNATIVE PERFORMANCE MEASURES

The Issuer and the Guarantor consider each metric set out below to constitute an "alternative performance measure" (an "**APM**") as described in the European Securities and Markets Authority Guidelines on Alternative Performance Measures (the "**ESMA Guidelines**") published on 5 October 2015 by the European Securities and Markets Authority and which came into force on 3 July 2016.

The Issuer and the Guarantor consider that these metrics provide useful information for investors and other interested parties in order to better understand the underlying business, the financial position and results of operations of the Group.

The financial measures presented in this section are not defined in accordance with IFRS. An APM should not be considered in isolation from, or as substitute for any analysis of, financial measures defined according to IFRS. Investors are advised to review these APMs in conjunction with the 2025 Financial Statements and the 2024 Financial Statements incorporated by reference into this Base Prospectus.

CORE Adjusted EBITDA and CORE Adjusted EBITDA Margin

CORE Adjusted EBITDA is defined as the Group's profit/loss for the period, adjusted for profit/loss from discontinued operations, net of tax (if any), income taxes, share of gain/loss of associates/joint ventures, net financial result, depreciation of property, plant and equipment ("**PP&E**") (including depreciation of right-of-use assets), amortisation of intangible assets and impairment losses and reversal of impairment on PP&E and intangible assets, environmental remediation expenses, income/expenses resulting from acquisitions and divestitures, business transformation initiatives and expenses related to litigations and restructuring. CORE Adjusted EBITDA Margin represents CORE Adjusted EBITDA divided by sales.

The following table presents the reconciliation of profit for the period to CORE Adjusted EBITDA with respect to the financial years ended 31 December 2025 and 31 December 2024:[18]

CHF in millions, continuing operations	***2025***	***2024 (restated)[19]***
Sales	6,531	5,480
Profit / (Loss) for the period	(275)	(637)
Profit / (Loss) from discontinued operations, net of tax	(1,184)	35
Profit from continuing operations	**909**	**602**
Income taxes	192	106
Profit before income taxes	**1,101**	**708**
Share of (gain)/loss of associates/joint ventures	(2)	1
Net financial result	140	199
Results from operating activities (EBIT)	**1,239**	**908**
Depreciation of property, plant and equipment, amortisation of intangibles and impairment/reversal of impairment	731	544
Adjusted EBITDA	**1,970**	**1,452**
Environmental-related measures	42	80
Acquisition and divestitures	5	163[20]
Restructuring expenses/(income)[21]	(6)	28

[18] For 2024 and 2025, financials were reflected based on Lonza continuing operations, excluding the Capsules & Health Ingredients business that is reclassified as discontinued operations.

[19] Restated to reflect the classification of the Capsules & Health Ingredients business as discontinued operations.

[20] Costs related to the acquisition of the Vacaville site (refer to note 4 of the 2025 Annual Report and Accounts (incorporated by reference into this Base Prospectus), and the subsequent network optimisation measures as a result of this acquisition.

[21] Primarily related to Biologics restructuring programs initiated in 2023. Also refer to note 5 of the 2025 Annual Report and Accounts (incorporated by reference into this Base Prospectus).

	2025	*2024 (restated)*[22]
Business transformation initiatives[23]	53	14
Gain from sale of real estate	0	(84)
CORE Adjusted EBITDA	**2,064**	**1,653**
CORE Adjusted EBITDA Margin	31.6%	30.2%

Net Debt Measures

Net Debt is defined as the Group's total debt as of the end of a period less non-current loans and advances, current loans and advances, short-term investments, as well as cash and cash equivalents. Net Leverage is defined as Net Debt divided by CORE Adjusted EBITDA.

The following table presents the reconciliation of total debt to Net Debt as at 31 December 2025 and as at 31 December 2024:[24]

CHF in millions, total Lonza Group	*31 December 2025*	*31 December 2024*
Total debt	4,185	4,710
Non-current loans and advances	(141)	(140)
Loans classified as held for sale	(1)	0
Short-term investments	0	(600)
Cash and cash equivalents	(719)	(1,111)
Cash and cash equivalents, classified as held for sale	(66)	0
Net Debt / (net cash)	**3,258**	**2,859**
Net Leverage	**1.40x**	**1.50x**

The Issuer and the Guarantor believe that Net Debt and Net Leverage are meaningful alternative performance measures for investors and financial analysts for the assessment of the Group's financial position. Lonza believes that disclosing CORE results of the Group's performance enhances the financial markets' understanding of the Group because the CORE results allow for an assessment of both the Group's actual results as defined in IFRS and the underlying performance of the business.

CAPEX

CAPEX is defined as total cash paid for the purchase of PP&E and intangible assets during the financial year.

The following table presents CAPEX with respect to the years ended 31 December 2025 and 31 December 2024:[25]

CHF in millions, total Lonza Group	**2025**	**2024**
Purchase of property, plant and equipment	1,321	1,381
Purchase of intangible assets	52	36
CAPEX	**1,373**	**1,417**

[22] Restated to reflect the classification of the Capsules & Health Ingredients business as discontinued operations.

[23] Costs related to "One Lonza" Business Transformation, and Nexus (a global Business Process Transformation linked to a new ERP system for Lonza CDMO business based on SAP S/4 HANA).

[24] Net Debt figures for 2024 and 2025 represent the total Group, including the Capsules & Health Ingredients business that is reclassified as discontinued operations.

[25] CAPEX figures for 2024 and 2025 represent the total Group, including the Capsules & Health Ingredients business that is reclassified as discontinued operations.

The Issuer and the Guarantor believe that CAPEX is a meaningful alternative performance measure for investors and financial analysts for the assessment of the Group's financial position because it enables better comparison across years.

GENERAL INFORMATION

(1) This Base Prospectus has been approved by the CSSF as a base prospectus. Application has been made to the Luxembourg Stock Exchange for Notes issued under the Programme to be admitted to listing on the Official List and to be admitted to trading on the Market.

The Programme provides that Notes may be listed or admitted to trading, as the case may be, on such other or further stock exchange(s) or markets as may be agreed between the Issuer and the relevant Dealer. The Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any market.

Banque Internationale à Luxembourg SA is acting solely in its capacity as listing agent for the Issuer and the Guarantor in connection with the Notes and is not itself seeking admission of any Notes to the Official List or to trading on the Market for the purposes of the Prospectus Regulation.

(2) Each of the Issuer and the Guarantor has obtained all necessary consents, approvals and authorisations in the Kingdom of Belgium and Switzerland in connection with the update of the Programme and the Guarantee. The update of the Programme was authorised by resolutions of the board of directors of the Issuer and passed on 2 April 2024 and the giving of the Guarantee by the Guarantor was authorised by resolutions of the board of directors of the Guarantor and passed on 4 April 2024.

(3) There has been no material adverse change in the prospects of the Guarantor or of the Group since the date of the last published audited consolidated financial statements of the Group.

(4) There has been no material adverse change in the prospects of the Issuer since the date of its last published audited financial statements.

(5) There has been no significant change in the financial performance or financial position of the Issuer or the Group since the end of the last financial period for which financial information has been published with respect to the Group.

(6) Neither the Issuer, the Guarantor nor the Group is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer or Guarantor are aware) during the 12 months preceding the date of this Base Prospectus which may have or have had in the recent past significant effects on the financial position or profitability of the Issuer, the Guarantor or the Group.

(7) There are no material contracts entered into other than in the ordinary course of the Issuer's or Guarantor's business, which could result in any member of the Group being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to Noteholders in respect of the Notes being issued or the Guarantor's ability to meet its obligations to Noteholders under the Guarantee.

(8) The Notes will be accepted for clearance through the securities settlement system operated by the NBB, which has links to, amongst others, Euroclear Bank and Clearstream. The International Securities Identification Number (ISIN) and the Common Code (or any other relevant identification number for any Alternative Clearing System) for each Series of Notes will be set out in the applicable Final Terms.

The address of the NBB is Boulevard de Berlaimont 14, 1000 Brussels, Belgium.

(9) The Legal Entity Identifier code of the Issuer is 549300AS6XQBD4ETT379.

(10) The Legal Entity Identifier code of the Guarantor is 549300EFW4H2TCZ71055.

(11) The website of the Issuer, and the website of the Guarantor, is *https://www.lonza.com*. The information on *https://www.lonza.com* does not form part of this Base Prospectus, except where that information has been incorporated by reference into this Base Prospectus.

Except where such information has been incorporated by reference into this Base Prospectus, the contents of the Issuer's or the Guarantor's website, any website mentioned in this Base Prospectus or any website directly or indirectly linked to these websites have not been verified and do not form part of this Base Prospectus and investors should not rely on such information.

(12) Where information in this Base Prospectus has been sourced from third parties, this information has been accurately reproduced and as far as the Issuer and the Guarantor are aware and are able to ascertain from the information published by such third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third-party information is identified where used.

(13) The issue price and the amount of the relevant Notes will be determined, before filing of the applicable Final Terms of each Tranche, based on the prevailing market conditions. The Issuer does not intend to provide any post-issuance information in relation to any issues of Notes.

The yield of each Tranche of Fixed Rate Notes is calculated at the Issue Date of the relevant Notes on the basis of the relevant Issue Price. It is not an indication of future yield.

(14) For so long as Notes may be issued pursuant to this Base Prospectus, the following documents will be available at *https://www.lonza.com*:

(i) the Trust Deed (which includes the Guarantee);

(ii) the Agency Agreement;

(iii) the articles of association of the Issuer and the Guarantor;

(iv) the materials incorporated by reference into this Base Prospectus, as set out in "*Documents Incorporated by Reference*";

(v) each Final Terms;

(vi) a copy of this Base Prospectus together with any supplement to this Base Prospectus or further prospectus in connection with the Programme; and

(vii) all reports, letters and other documents, balance sheets, valuations and statements by any expert any part of which is extracted or referred to in this Base Prospectus.

This Base Prospectus is and, the Final Terms for Notes that are listed on the Official List and admitted to trading on the Market will be, published on the website of the Luxembourg Stock Exchange (*www.luxse.com*).

(15) The financial statements of the Issuer as at and for the financial year ended 31 December 2024, incorporated by reference in this Base Prospectus, have been audited in accordance with the International Standards on Auditing as adopted in Belgium, by Deloitte Bedrijfsrevisoren BV, statutory auditors of the Issuer, with their address at Gateway building, Luchthaven Brussel Nationaal 1J, 1930 Zaventem, Belgium, which are registered with the Belgian Institute of Registered Auditors under number B00025.

The financial statements of the Issuer as at and for the financial year ended 31 December 2023, incorporated by reference in this Base Prospectus, have been audited in accordance with the International Standards on Auditing as adopted in Belgium, by KPMG Bedrijfsrevisoren BV, the previous statutory

auditors, with their address at Luchthaven Brussel Nationaal 1K, 1930 Zaventem, Belgium, which are registered with the Belgian Institute of Registered Auditors under number B00001.

The consolidated financial statements of the Group as at and for the financial years ended 31 December 2025 and 31 December 2024, incorporated by reference in this Base Prospectus, have been audited in accordance with Swiss law, International Standards on Auditing and Swiss Standards of Auditing (SA-CH), by Deloitte AG, independent statutory auditors, with their address at Pfingstweidstrasse 11, 8005 Zurich, Switzerland, which are registered with the Swiss Federal Audit Oversight Authority (FAOA) under register number 500420.

(16) Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services to the Issuer, the Guarantor and/or their affiliates in the ordinary course of business. Certain of the Dealers and their affiliates may have positions, deal or make markets in the Notes issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer, the Guarantor and/or their affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities. In addition, in the ordinary course of their business activities, the Dealers 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, the Guarantor and/or their affiliates. Certain of the Dealers or their affiliates routinely hedge their credit exposures to the Issuer or the Guarantor consistent with their customary risk management policies. Typically, such Dealers 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 securities, including potentially the Notes issued under the Programme. Any such positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers 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.

THE ISSUER

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