

INFORMATION MEMORANDUM



ABB FINANCE B.V.

(incorporated with limited liability in The Netherlands and having its corporate seat in Rotterdam)

ABB FINANCE (USA) INC.

(incorporated with limited liability in the state of Delaware)

**PROGRAMME FOR THE
ISSUANCE OF UP TO U.S.\$8,000,000,000 DEBT INSTRUMENTS**

Guaranteed by

ABB LTD

(incorporated with limited liability in Switzerland)

Under the programme for the issuance of debt instruments (the "**Programme**"), ABB Finance B.V. ("**ABB Netherlands**") and ABB Finance (USA) Inc. ("**ABB USA**", and, together with ABB Netherlands, the "**Issuers**"), subject to compliance with all relevant laws, regulations and directives, may from time to time issue instruments (the "**Instruments**") which benefit from a Guarantee ("**Guarantee**") entered into by ABB Ltd ("**ABB Ltd**" or the "**Guarantor**") effective as of April 30, 2021. The text of the Guarantee is reproduced in full in Schedule 1 of this Information Memorandum.

Application has been made to the Luxembourg Stock Exchange, in its capacity as market operator of the Euro MTF market (the "**Euro MTF Market**") under the Luxembourg law on prospectuses for securities dated July 16, 2019 (the "**Luxembourg Law**") for the Instruments issued under the Programme during the period of twelve months from the date of this Information Memorandum to be admitted to trading on the Euro MTF Market and admitted to listing on the Official List of the Luxembourg Stock Exchange. The Euro MTF Market is not a regulated market for the purposes of Directive 2014/65/EU on markets in financial instruments (as amended, "**MiFID II**"). This Information Memorandum constitutes a prospectus for purposes of Part IV of the Luxembourg Law and for the purposes of the admission to trading of the Instruments on the Euro MTF Market in accordance with the rules and regulations of the Luxembourg Stock Exchange. This document does not constitute a prospectus issued in compliance with Regulation (EU) 2017/1129 (the "**Prospectus Regulation**").

The Instruments have not been and will not be registered under the U.S. Securities Act of 1933, as amended, (the "**Securities Act**") and may not be offered, sold or delivered in the United States or to, or for the benefit of, U.S. persons (as defined in Regulation S of the Securities Act) except in certain transactions exempt from the registration requirements of the Securities Act.

This Information Memorandum replaces the Information Memorandum dated May 5, 2020 in respect of the Programme.

Investing in Instruments issued under the Programme involves certain risks. The principal risk factors that may affect the ability of the Issuers and the Guarantor to fulfil their obligations under the Instruments issued under the Programme are discussed under "Risk Factors" below.

ARRANGER FOR THE PROGRAMME

BNP PARIBAS

DEALERS

**BARCLAYS
BNP PARIBAS
CRÉDIT AGRICOLE CIB
DEUTSCHE BANK
HSBC
J.P. MORGAN
UBS INVESTMENT BANK**

**BofA SECURITIES
CITIGROUP
CREDIT SUISSE
GOLDMAN SACHS BANK EUROPE SE
ING
SOCIÉTÉ GÉNÉRALE CORPORATE & INVESTMENT BANKING
UNICREDIT**

April 30, 2021

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IMPORTANT NOTICE

Responsibility for this Information Memorandum

Each of ABB Netherlands, ABB USA and ABB Ltd accepts responsibility for the information contained in this Information Memorandum.

ABB Netherlands declares that, having taken all reasonable care to ensure that such is the case, the information contained herein relating to ABB Netherlands and the Instruments, for which it is a relevant Issuer (as defined below) is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

ABB USA declares that, having taken all reasonable care to ensure that such is the case, the information contained herein relating to ABB USA and the Instruments, for which it is a relevant Issuer, is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

ABB Ltd declares that, having taken all reasonable care to ensure that such is the case, the information contained herein relating to ABB Ltd, its consolidated subsidiaries, including each of ABB Netherlands and ABB USA (together, the "**ABB Group**", "**ABB**" or the "**Group**") and the Guarantee is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import. In this Information Memorandum, references to "**the ABB Group**", "**ABB**", "**we**", "**our**" and "**us**" refer to ABB Ltd and its consolidated subsidiaries, including the Issuers, unless the context otherwise requires.

In this Information Memorandum, references to the "**Issuer**" are to either ABB Netherlands or ABB USA, as the case may be and references to the "Issuers" are to both of them. All references to the "**relevant Issuer**" shall be references to the Issuer which is the issuer or proposed issuer of such Instruments as specified in the relevant Final Terms (as defined herein).

Final Terms/Drawdown Information Memorandum

Each Tranche (as defined herein) of Instruments will be issued on the terms set out herein under "*Terms and Conditions of the Instruments*" (the "**Conditions**") as amended and/or supplemented by a document specific to such Tranche called final terms (the "**Final Terms**") or in a separate information memorandum specific to such Tranche (the "**Drawdown Information Memorandum**") as described under "*Final Terms and Drawdown Information Memorandum*" below. In the case of a Tranche of Instruments which is the subject of a Drawdown Information Memorandum, each reference in this Information Memorandum to information being specified or identified in the relevant final terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Information Memorandum unless the context requires otherwise. This Information Memorandum must be read and construed together with any amendments or supplements hereto and with the information incorporated by reference herein and, in relation to any Tranche of Instruments which is the subject of Final Terms, must be read and construed together with the relevant Final Terms.

Unauthorised Information

No person has been authorised to give any information or to make any representation regarding ABB Netherlands, ABB USA, the Guarantor or the ABB Group or the Instruments other than as contained in or extracted from or incorporated by reference in this Information Memorandum, the Dealership Agreement, the Fiscal Agency Agreement, the Deeds of Covenant (each as defined herein), the Guarantee or any Final Terms or in any public information or as approved in writing for such purpose by the relevant Issuer and the Guarantor and, if given or made, any such representation or information should not be relied upon as having been authorised by the relevant Issuer, the Guarantor or any member of the ABB Group or the Dealers or any of them.

None of the Dealers has separately verified the information contained in this Information Memorandum. No representation or warranty is made or implied by the Dealers or any of their respective affiliates, and neither the Dealers nor any of their respective affiliates makes any representation or warranty, as to the accuracy or completeness of the information contained herein. The Dealers assume no responsibility for this Information Memorandum.

Neither the delivery of this Information Memorandum or any Final Terms nor the offering, sale or delivery of any Instruments shall, in any circumstances, create any implication that the information contained in this

Information Memorandum is true subsequent to the date hereof or the date upon which this Information Memorandum has been most recently amended or supplemented or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the prospects or financial or trading position of ABB Netherlands, ABB USA, the Guarantor or the ABB Group since the date hereof or the date upon which this document has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

This Information Memorandum may be used in connection with the listing and admission to trading of not more than U.S.\$8,000,000,000 in aggregate principal amount of Instruments outstanding at any time (or the equivalent in any other currency at the date of the agreement for the issue of such Instruments). This Information Memorandum may only be used for the purpose for which it has been published. This document must be read in conjunction with all documents incorporated by reference in and forming part of this Information Memorandum (see under "*Documents Incorporated by Reference*") and shall be construed accordingly.

Restrictions on Distribution

The distribution of this Information Memorandum and any Final Terms and the offering, sale and delivery of the Instruments in certain jurisdictions may be restricted by law. Persons into whose possession this Information Memorandum or any Final Terms comes are required by the relevant Issuer, the Guarantor and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Instruments and on the distribution of this Information Memorandum or any Final Terms and other offering material relating to the Instruments, see "*Subscription and Sale*".

In particular, Instruments have not been and will not be registered under the Securities Act and may include Instruments in bearer form which are subject to U.S. tax law requirements. Subject to certain exceptions, Instruments may not be offered, sold or, in the case of Instruments in bearer form, delivered within the United States or to U.S. persons. In addition, ABB USA may only issue Instruments in registered form. This Information Memorandum and any Final Terms may not be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

This Information Memorandum and any Final Terms do not constitute an offer or an invitation to subscribe for or purchase any Instruments and should not be considered as a recommendation by either of the Issuers, the Guarantor or any Dealer that any recipient of this Information Memorandum or any Final Terms should subscribe for or purchase any Instruments. Each recipient shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of ABB Netherlands, ABB USA and the Guarantor.

Product Governance under MiFID II

A determination will be made in relation to each issue about whether, for the purpose of the MiFID II Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any Dealer subscribing for any Instruments is a manufacturer in respect of such Instruments, 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.

The Final Terms in respect of any Instruments may include a legend entitled "MiFID II Product Governance" which will outline the target market assessment in respect of the Instruments and which channels for distribution of the Instruments are appropriate. Any person subsequently offering, selling or recommending the Instruments (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 Instruments (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

Product Governance under Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("UK MiFIR")

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR product governance rules set out in the Financial Conduct Authority ("**FCA**") Handbook Product

Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**"), any Dealer subscribing for any Instruments is a manufacturer in respect of such Instruments, 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.

The Final Terms in respect of any Instruments may include a legend entitled "UK MiFIR Product Governance" which will outline the target market assessment in respect of the Instruments and which channels for distribution of the Instruments are appropriate. Any distributor should take into consideration the target market assessment; however, a distributor subject to the UK MiFIR Product Governance Rules is responsible for undertaking its own target market assessment in respect of the Instruments (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

IMPORTANT - EEA Retail Investors – If the Final Terms in respect of any Instruments includes a legend entitled "Prohibition of Sales to EEA Retail Investors", the Instruments 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 MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, 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 (the "**EU PRIIPs Regulation**") for offering or selling the Instruments or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Instruments or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.

IMPORTANT - UK Retail Investors – If the Final Terms in respect of any Instruments includes a legend entitled "Prohibition of Sales to UK Retail Investors", the Instruments 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 United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**EUWA**"); or (ii) a customer within the meaning of the provisions of the Financial Services and Market Act 2000 (as amended, "**FSMA**") and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as 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. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Instruments or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Instruments or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

Notification under Section 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the "SFA")

Unless otherwise stated in the Final Terms, as the case may be, in respect of any Instruments and solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the SFA, the relevant Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA) that all Instruments to be issued under the Programme should be "prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore).

Canadian Investor Notice

The Instruments may be sold only to purchasers 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 Instruments 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 Information Memorandum (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 advisor. Pursuant to section 3A.3 (or, in the case of securities issued or guaranteed by the government of a non-Canadian jurisdiction, section 3A.4) of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the Dealers are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Ratings

Instruments issued under the Programme may be rated or unrated. Where Instruments are rated, such rating will not necessarily be the same as the rating(s) assigned to Instruments already issued. Where Instruments are rated, the applicable rating(s) will be specified in the relevant Final Terms. Whether or not each credit rating applied for in relation to a relevant Tranche of Instruments will be (1) issued or endorsed by a credit rating agency established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the "**EU CRA Regulation**") or by a credit rating agency which is certified under the EU CRA Regulation and/or (2) issued or endorsed by a credit rating agency established in the UK and registered under the EU CRA Regulation as it forms part of domestic law of the UK by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**") or by a credit rating agency which is certified under the UK CRA Regulation will be disclosed in the Final Terms.

In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the EEA and registered under the EU CRA Regulation or (1) the rating is provided by a credit rating agency not established in the EEA but is endorsed by a credit rating agency established in the EEA and registered under the EU CRA Regulation or (2) the rating is provided by a credit rating agency not established in the EEA which is certified under the EU CRA Regulation. In general, UK regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the UK and registered under the UK CRA Regulation or (1) the rating is provided by a credit rating agency not established in the UK but is endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation or (2) the rating is provided by a credit rating agency not established in the UK which is certified under the UK CRA Regulation.

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.

Certain definitions

In this Information Memorandum, all references to "**Euro**", "**euro**", "**EUR**" and "**€**" are to the currency introduced at the start of the third stage of European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No 974/98 of 3 May 1998 on the introduction of the euro, as amended, all references to "**dollars**", "**U.S. dollars**", "**\$**", "**USD**" and "**U.S.\$**" are to the lawful currency of the United States of America, all references to "**Swiss Francs**", "**CHF**" and "**SFr**" are to the lawful currency of Switzerland, all references to "**£**", "**Pounds Sterling**" and "**GBP**" are to the lawful currency of the United Kingdom (the "**UK**") and references to a "**Member State**" are references to a Member State of the European Economic Area or European Union, as applicable.

Certain figures included in this Information Memorandum have been subject to rounding adjustments; accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

Stabilisation

In connection with the issue of any Tranche of Instruments, the Dealer or Dealers (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over allot Instruments or effect transactions with a view to supporting the market price of the Instruments at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. 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 of Instruments is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Instruments and 60 days after the date of the allotment of the relevant Tranche of Instruments. Any stabilisation action or over-allotment must be

conducted by the relevant Stabilising Manager(s) (or person(s) acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents shall be deemed to be incorporated in, and to form part of, this Information Memorandum:

- (i) the audited consolidated balance sheets of ABB Ltd and its subsidiaries (the "**Group**") as of December 31, 2020 and 2019 and the related consolidated income statements, statements of comprehensive income, cash flows and changes in stockholders' equity for each of the years in the three-year period ended December 31, 2020, and the related notes (as well as the auditor's reports thereon) as set out on pages 146 to 227 of the ABB Group Annual Report 2020;
- (ii) the audited statutory financial statements of ABB Ltd, which comprise the balance sheet, income statement and notes, for the year ended December 31, 2020 included in the ABB Group Annual Report 2020;
- (iii) the unaudited consolidated balance sheet of the Group as of March 31, 2021 and the related consolidated income statements, condensed statements of comprehensive income, statements of cash flows and statements of changes in stockholders' equity for each of the three-month periods ended March 31, 2021 and 2020, and the related notes (the "**Q1 2021 Financial Information**")
- (iv) the Annual Report on Form 20-F of ABB Ltd for the year ended December 31, 2020 filed by ABB Ltd to the U.S. Securities and Exchange Commission (the "**SEC**") which can be accessed via the internet at <http://www.sec.gov/edgar.shtml> or <http://new.abb.com/media/group-reports> (the "**Form 20-F**");
- (v) the Independent Auditor's Report and the audited financial statements of ABB Finance B.V., which comprise the balance sheet as at December 31, 2020, the profit and loss account for the year then ended and the related notes, (set out on pages 5 to 22 and 24 to 29) of the 2020 Annual Report of ABB Finance B.V. found at: <https://global.abb/group/en/investors/investor-and-shareholder-resources/bond-rating/borrowing-structure> (the "**ABB Netherlands Financial Statements**"); and
- (vi) the Independent Auditors' Report and the audited financial statements of ABB Finance (USA) Inc. which comprise the balance sheets as at December 31, 2020 and 2019, and the related statements of income, changes in stockholder's equity, and cash flows for the years then ended, and the related notes (set out on pages 3 to 16, of the 2020 Financial Statements of ABB Finance (USA) Inc. found at: <https://global.abb/group/en/investors/investor-and-shareholder-resources/bond-rating/borrowing-structure> (the "**ABB USA Financial Statements**"),

save that any statement contained herein or in any of the documents incorporated by reference in, and forming part of, this Information Memorandum shall be deemed to be modified or superseded for the purpose of this Information Memorandum to the extent that a statement contained in any document subsequently incorporated by reference modifies or supersedes such statement provided that such modifying or superseding statement is made by way of supplement to the Information Memorandum.

The following table sets out the relevant page numbers of some of the financial information in the audited consolidated financial statements of ABB Ltd in respect of the financial years ended December 31, 2020 and December 31, 2019.

	Consolidated Financial Statements of 2020 and 2019 (as set out in the ABB Group Annual Report 2020)
Consolidated Income Statements.....	153
Consolidated Balance Sheets.....	155
Consolidated Statements of Cash Flows.....	156-157
Report of the Statutory Auditor on the Consolidated Financial Statements (2020)	146-150
Report of the Independent Registered Public Accounting Firm on Internal Control Over Financial Reporting (2020)	151-152
Notes to the Consolidated Financial Statements (including significant accounting policies)	160-227

The following table sets out the relevant page numbers of some of the financial information in the audited statutory financial statements of ABB Ltd in respect of the financial year ended December 31, 2020.

**Statutory Financial Statements
of 2020 (as set out in the ABB Group
Annual Report 2020)**

Income Statement.....	231
Balance Sheet.....	231
Notes to Financial Statements	232-241
Report of the Statutory Auditor on the Financial Statements.....	243-244

The following table sets out the relevant page numbers of some of the financial information in the unaudited consolidated financial information of the Group as of March 31, 2021 and for each of the three-month periods ended March 31, 2021 and 2020.

	Q1 2021 Financial Information
Consolidated Income Statements.....	6
Consolidated Balance Sheet	8
Consolidated Statements of Cash Flows.....	9
Notes to the Consolidated Financial Information	11-31

The Guarantor will, at the specified offices of the Fiscal Agent, provide, free of charge, upon the oral or written request therefor, a copy of this Information Memorandum, and supplements or amendments to the Information Memorandum and any or all of the documents incorporated by reference herein and therein. Written or oral requests for such documents should be directed to the specified office of any Paying Agent. The reports filed by ABB Ltd with the SEC may also be inspected and copied at prescribed rates at the SEC's public reference room at 450 Fifth Street N.W., Washington, D.C. 20549 or accessed via the internet at <http://www.sec.gov>. Documents incorporated by reference will also be published on the ABB website at <http://new.abb.com/media/group-reports> and <https://global.abb/group/en/investors/investor-and-shareholder-resources/bond-rating/borrowing-structure>.

For the avoidance of doubt, any documents themselves incorporated by reference in the documents listed at paragraphs (i) to (vi) inclusive above (including links to websites) shall not form part of this Information Memorandum. Any information contained in the documents listed at paragraphs (i) to (vi) inclusive above which is not incorporated by reference in this Information Memorandum is either not relevant to investors or is covered elsewhere in this Information Memorandum

SUMMARY OF THE PROGRAMME

The following is a brief summary only and should be read, in relation to any Instruments, in conjunction with the relevant Final Terms and, to the extent applicable, the Terms and Conditions of the Instruments set out on pages 28 to 57 hereof. Words and expressions defined in the "Terms and Conditions of the Instruments" below or elsewhere in this Information Memorandum have the same meanings in this summary.

"Issuers ": ABB Finance B.V. (Issuer LEI Number: 5493004JXXFB454B6L79)
ABB Finance (USA) Inc. (Issuer LEI Number: 5493002Y01YAFV45F528)

"Guarantor": ABB Ltd.

"Guarantee": Holders of the Instruments issued under the Programme have the benefit of a Guarantee entered into by ABB Ltd effective as of April 30, 2021.

"Status of Instruments": The Instruments will constitute (subject to Condition 4.01 (*Negative Pledge*)) unsecured and unsubordinated obligations of the relevant Issuer and will at all times rank *pari passu* in right of payment and without any preference among themselves.

"Status of Guarantee": The guarantee of the Instruments will constitute direct, unsecured and unsubordinated obligations of the Guarantor and will at all times rank *pari passu* with all other present and future direct, unsecured and unsubordinated obligations of the Guarantor, save for such obligations as may be mandatorily preferred by law.

"Risk Factors": Investing in Instruments under the Programme involves certain risks. The principal risk factors that may affect the ability of the relevant Issuer and the Guarantor to fulfil their obligations under the Instruments issued under the Programme are discussed under "*Risk Factors*" below.

"Arranger": BNP Paribas

"Dealers": Barclays Bank Ireland PLC
Barclays Bank PLC
BNP Paribas
BofA Securities Europe SA
Citigroup Global Markets Europe AG
Citigroup Global Markets Limited
Crédit Agricole Corporate and Investment Bank
Credit Suisse Securities Sociedad de Valores S.A.
Credit Suisse Securities (Europe) Limited
Deutsche Bank Aktiengesellschaft
Goldman Sachs Bank Europe SE
HSBC Continental Europe
ING Bank N.V.
J.P. Morgan AG
Merrill Lynch International
Société Générale
UBS AG London Branch
UniCredit Bank AG

and any other dealer appointed from time to time by the relevant Issuer and the Guarantor. Each of the Issuers may be appointed as a Dealer in respect of a particular Tranche (as defined below) of Instruments.

"Fiscal Agent": BNP Paribas Securities Services, Luxembourg Branch.

"Luxembourg Listing Agent":

BNP Paribas Securities Services, Luxembourg Branch.

"Programme Amount":

The aggregate principal amount of Instruments which may be issued under the Programme is U.S.\$8,000,000,000 ("**Programme Limit**") (or, in any case, its approximate equivalent in any other currency at the date of the agreement to issue any Tranche of Instruments), as outstanding at any time. The Programme Limit may be increased from time to time, subject to compliance with the relevant provisions of the Dealership Agreement as defined under "*Subscription and Sale*".

"Final Terms" or "Drawdown Information Memorandum":

Instruments issued under the Programme may be issued either (1) pursuant to this Information Memorandum and associated Final Terms or (2) pursuant to a Drawdown Information Memorandum. The terms and conditions applicable to any particular Tranche of Instruments will be the Conditions as supplemented, amended and/or replaced to the extent described in the relevant Final Terms or, as the case may be the relevant Drawdown Information Memorandum.

"Issuance in Series":

Instruments will be issued in series (each a "**Series**"). Each Series may comprise one or more tranches ("**Tranches**" and each a "**Tranche**") issued on different issue dates. The Instruments of each Series will all be subject to identical terms, whether as to currency, interest, maturity or otherwise, or terms which are identical except that the issue date, the first payment of interest and/or the denomination thereof may be different and save that a Series may comprise Instruments in bearer form and Instruments in registered form. The Instruments of each Tranche will all be subject to identical terms in all respects save that a Tranche may comprise Instruments in bearer form and Instruments in registered form.

"Form of Instruments":

Instruments issued by ABB Netherlands may be issued in bearer form or in registered form.

Instruments issued by ABB USA may only be issued in registered form.

Each Tranche of Bearer Instruments will initially be in the form of either a Temporary Global Instrument or a Permanent Global Instrument, in each case as specified in the relevant Final Terms. Each global Instrument which is not intended to be issued in new global note form (a "**Classic Global Note**" or "**CGN**"), as specified in the relevant Final Terms, will be deposited on or around the relevant issue date with a depository or a common depository for Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking, S.A., Luxembourg ("**Clearstream, Luxembourg**") and/or any other relevant clearing system and each global Instrument which is intended to be issued in new global note form (a "**New Global Note**" or "**NGN**"), as specified in the relevant Final Terms, will be deposited on or around the relevant issue date with a common safekeeper for Euroclear and/or Clearstream, Luxembourg. Such Temporary Global Instrument will be exchangeable for a Permanent Global Instrument, or, if so specified in the relevant Final Terms, for Definitive Instruments. If the TEFRA D Rules are specified in the relevant Final Terms as applicable, certification as to non-U.S. beneficial ownership will be a condition precedent to any exchange of an interest in a Temporary Global Instrument or receipt of any payment of interest in respect of a Temporary Global Instrument. Each Permanent Global Instrument will be exchangeable for Definitive Instruments in accordance with its terms. Definitive Instruments will, if interest

bearing, have Coupons attached and, if appropriate, a Talon for further Coupons.

Each Tranche of Registered Instruments will be in the form of either Individual Certificates or a global Instrument in registered form, in each case as specified in the relevant Final Terms.

Each Tranche of Instruments represented by a Global Registered Instrument will either be: (a) in the case of an Instrument which is not to be held under the new safekeeping structure ("**New Safekeeping Structure**" or "**NSS**"), registered in the name of a common depositary (or its nominee) for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and the relevant Global Registered Instrument will be deposited on or about the issue date with the common depositary; or (b) in the case of an Instrument to be held under the New Safekeeping Structure, be registered in the name of a common safekeeper (or its nominee) for Euroclear and/or Clearstream, Luxembourg and the relevant Global Registered Instrument will be deposited on or about the issue date with the common safekeeper for Euroclear and/or Clearstream, Luxembourg. Each Global Registered Instrument will be exchangeable for Individual Certificates in accordance with its terms.

- "Currencies":** Instruments may be denominated in any currency or currencies, subject to compliance with all applicable legal or regulatory requirements. Payments in respect of Instruments may, subject to compliance as aforesaid, be made in and/or linked to, any currency or currencies other than the currency in which such Instruments are denominated in accordance with the relevant Final Terms.
- "Negative Pledge":** The Instruments will have the benefit of a negative pledge, as more fully described in "*Terms and Conditions of the Instruments—Negative Pledge*".
- "Cross Default":** The Instruments will have the benefit of a cross default provision, as more fully described in "*Terms and Conditions of the Instruments—Events of Default—Cross Default*".
- "Issue Price":** Instruments may be issued at any price whether at par or at a discount or premium to par, and either on a fully or partly paid basis, as specified in the relevant Final Terms. The price and amount of Instruments to be issued under the Programme will be determined by the relevant Issuer, the Guarantor and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions.
- "Maturities":** Any maturity, subject, in relation to specific currencies, to compliance with all applicable legal and/or regulatory requirements.

Any Instruments which have a maturity of less than one year from their Issue Date and in respect of which (i) the issue proceeds are received by the relevant Issuer in the United Kingdom or (ii) the activity of issuing the Instruments is carried on from an establishment maintained by the relevant Issuer in the United Kingdom must (a) have a minimum redemption value of £100,000 (or its equivalent in other currencies) and be issued only 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 or (b) be issued in other circumstances which do not constitute a contravention of Section 19 of the FSMA by the relevant Issuer.

- "Redemption":** Instruments may be redeemable at par or at such other Redemption Amount (detailed in a formula or otherwise) as may be specified in the relevant Final Terms.
- "Early Redemption":** Early redemption will be permitted for taxation reasons as mentioned in *"Terms and Conditions of the Instruments—Redemption and Purchase—Early Redemption for Taxation Reasons"*, and will otherwise be permitted only to the extent specified in the relevant Final Terms.
- "Interest":** Instruments may be interest bearing or non-interest bearing.
- "Denominations":** No Instruments may be issued under the Programme which have a minimum denomination of less than Euro 100,000 (or its equivalent in other currencies). Subject thereto, Instruments will be issued in such denominations as may be specified in the relevant Final Terms, subject to compliance with all applicable legal and/or regulatory requirements as of the date of issuance.
- "Taxation":** The relevant Issuer and the Guarantor will make payments without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of their jurisdictions of incorporation or any political subdivision thereof or any authority therein or thereof having power to tax (collectively, "**Taxes**"), unless the withholding or deduction of the Taxes is required by law. In that event, subject to certain exceptions and limitations, the relevant Issuer or (as the case may be) the Guarantor will pay such additional amounts as may be necessary in order that net amounts received by the holders of Instruments or Coupons after such withholding or deduction shall equal the respective amounts which would have been received in respect of such Instruments in the absence of such withholding or deduction.
- "Listing":** Application has been made to the Luxembourg Stock Exchange for Instruments to be admitted to trading on the Luxembourg Stock Exchange's Euro MTF Market and to be listed on the Official List of the Luxembourg Stock Exchange. Application may be made to trade and list Instruments on such other stock exchange as may be agreed between the relevant Issuer and the relevant Dealer or Instruments may be unlisted, as specified in the relevant Final Terms.

"Terms and Conditions":	Final Terms will be prepared in respect of each Tranche of Instruments. The terms and conditions applicable to each Tranche will be as set out on pages 28 to 57 herein as supplemented, modified or replaced by the relevant Final Terms.
"Enforcement of Instruments in Global Form":	In the case of Instruments in global form issued by ABB Netherlands, individual investors will have the benefit of a Deed of Covenant executed by ABB Netherlands dated April 30, 2021 (the " ABB Netherlands Deed of Covenant "), a copy of which will be available for inspection at the specified office of ABB Ltd in Zurich and the Fiscal Agent in Luxembourg. In the case of Instruments in global form issued by ABB USA, individual investors will have the benefit of a Deed of Covenant executed by ABB USA dated April 30, 2021 (the " ABB USA Deed of Covenant " and, together with the ABB Netherlands Deed of Covenant, the " Deeds of Covenant " and each a " relevant Deed of Covenant "), a copy of which will be available for inspection at the specified office of ABB Ltd in Zurich and the Fiscal Agent in Luxembourg. References herein to the " relevant Deed of Covenant " shall be references to the Deed of Covenant of the relevant Issuer.
"Governing Law":	The Instruments, the Fiscal Agency Agreement and the Deeds of Covenant entered into in connection with the Instruments and any non-contractual obligations arising out of or in connection with them will be governed by, and construed in accordance with, English law. The Guarantee will be governed by and construed in accordance with the laws of Switzerland.
"Clearing Systems":	Euroclear, Clearstream, Luxembourg and/or any other clearing system as may be specified in the relevant Final Terms.
"Selling Restrictions":	For a description of certain restrictions on offers, sales and deliveries of Instruments and on the distribution of offering material under the laws of the United States of America, the EEA (including The Netherlands), Switzerland, the United Kingdom, Japan and Singapore, see under " <i>Subscription and Sale</i> ". Further restrictions may be required in connection with any particular Tranche of Instruments. Any such further restrictions will be specified in the relevant Final Terms.

RISK FACTORS

You should carefully consider the risk factors set forth below as well as the other information contained in this Information Memorandum and the information incorporated by reference herein before making a decision to purchase the Instruments issued under the Programme.

The risks described in the Form 20-F or below are the risks that the Group currently believe may exist. Additional risks of which the Group are unaware or that the Group currently deem to be immaterial may also materially and adversely affect the Group's financial condition, results of business operations, liquidity and cash flows.

Any of the risks in the Form 20-F or described below could materially adversely affect the Group's business, financial condition, results of operations, liquidity or cash flows. In such case, you may lose all or part of your original investment.

The Issuers, ABB Netherlands and ABB USA, are indirect wholly-owned subsidiaries of ABB Ltd and members of the worldwide group of related companies of ABB Ltd. By virtue of their relationship with ABB Ltd, each of the risks described in the Form 20-F or below that may affect ABB Ltd and its consolidated subsidiaries taken as a whole may also affect either or both of the Issuers.

ABB Ltd is the ultimate parent company of the ABB Group. Accordingly, substantially all of the assets of ABB Ltd are comprised of its direct and indirect shareholdings in its subsidiaries. ABB Ltd has provided a guarantee in connection with the Instruments to be issued by ABB Netherlands and ABB USA under the Programme, which shall be the sole credit support in connection with the Instruments. The ability of ABB Ltd to satisfy any payment obligations under the Guarantee will be dependent upon dividend payments, intercompany loans and/or other payments received by ABB Ltd from other members of the ABB Group, and such payment obligations under the Guarantee may be structurally subordinated to any payment obligations owed to creditors of ABB Ltd's subsidiaries.

Risks Related to the Group's Business

Risk factors relating to the Group's business can be found on pages 7 to 16 of the Form 20-F.

Risks Related to the Instruments.

Early redemption may adversely affect an investor's return on the Instruments.

If the relevant Issuer is required to pay additional amounts in respect of any Taxes on any series of Instruments, it may redeem such series of Instruments prior to maturity, at its option, in whole but not in part.

An optional redemption feature is likely to limit the market value of Instruments. During any period when the relevant Issuer may elect to redeem Instruments, the market value of those Instruments generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

Under such circumstances, the relevant Issuer may redeem the Instruments at times when prevailing interest rates may be relatively low. Accordingly, investors may not be able to reinvest the redemption proceeds in comparable securities at effective interest rates as high as those of the Instruments.

Instruments may not be a suitable investment for all investors.

Each potential investor in any Instruments must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of the relevant Instruments, the merits and risks of investing in the relevant Instruments and the information contained or incorporated by reference in this Information Memorandum or any applicable supplement;

- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Instruments and the impact such investment will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Instruments, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- understand thoroughly the terms of the relevant Instruments and be familiar with the behaviour of any relevant indices and financial markets; and
- 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.

Some Instruments are complex financial instruments and such instruments may be purchased as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Instruments, which are complex financial instruments, unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Instruments will perform under changing conditions, the resulting effects on the value of such Instruments and the impact this investment will have on the potential investor's overall investment portfolio.

Partly-paid Instruments.

The relevant Issuer may issue Instruments where the issue price is payable in more than one instalment. Failure to pay any subsequent instalment could result in an investor losing all of its investment.

Variable rate Instruments with a multiplier or other leverage factor.

Instruments with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

Fixed/floating rate Instruments.

Fixed/floating rate Instruments may bear interest at a rate that the relevant Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The relevant Issuer's ability to convert the interest rate will affect the secondary market and the market value of such Instruments since the relevant Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the relevant Issuer converts from a fixed rate to a floating rate, the spread on the fixed/floating rate Instruments may be less favourable than the prevailing spreads on comparable floating rate Instruments tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Instruments. If the relevant Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than the prevailing rates on its Instruments.

Instruments linked to "benchmarks"

The London Interbank Offered Rate ("**LIBOR**"), the Euro Interbank Offered Rate ("**EURIBOR**") and other interest rate or other types of rates and indices which are deemed to be "benchmarks" are the subject of ongoing national and international regulatory discussions and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented.

Regulation (EU) No. 2016/1011 (the "**EU Benchmarks Regulation**") and the Benchmarks Regulation as it forms part of domestic law by virtue of EUWA (the "**UK Benchmarks Regulation**" and, together with the EU Benchmarks Regulation, the "**Benchmarks Regulations**") applies, subject to transitional provisions, to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. The Benchmarks Regulations could have a material impact on any Instruments linked to LIBOR, EURIBOR or another "benchmark" rate or index, in particular, if the methodology or other terms of the benchmark are changed in order to comply with the terms of the Benchmarks Regulations. Such changes could (amongst other things) have the effect of reducing or increasing the rate or level, or

affecting the volatility of the published rate or level of the relevant benchmark. In addition, the Benchmarks Regulations stipulate that each administrator of a "benchmark" regulated thereunder must be licensed by the competent authority of the Member States where such administrator is located. There is a risk that administrators of certain "benchmarks" will fail to obtain a necessary licence, preventing them from continuing to provide such "benchmarks".

As an example of such benchmark reforms, the UK Financial Conduct Authority announced on 27 July 2017 that it would no longer persuade or compel banks to submit rates for the calculation of the LIBOR benchmark after 2021 and confirmed on 5 March 2021 that most LIBOR benchmark tenors would cease to be representative benchmarks from 31 December 2021 or (in the case of certain tenors of USD LIBOR only) from 30 June 2023. Such announcements indicate that LIBOR will not continue in its current form. In addition, on 29 November 2017, the Bank of England and the FCA announced that, from January 2018, its working group on Sterling risk-free rates had been mandated with implementing a broad-based transition to the Sterling Overnight Index Average ("**SONIA**") over the next four years across sterling bond, loan and derivative markets so that SONIA is established as the primary sterling interest rate benchmark by the end of 2021.

Following the implementation of any such potential reforms, the manner of administration of benchmarks may change, with the result that they may perform differently than in the past, or the benchmark could be eliminated entirely, or there could be other consequences that cannot be predicted. The elimination of the LIBOR benchmark or any other benchmark, or changes in the manner of administration of any benchmark, could require or result in an adjustment to the interest calculation provisions of the Conditions (as further described in Condition 5F (*Benchmark Replacement*)), or result in adverse consequences to holders of any Instruments linked to such benchmark (including Floating Rate Instruments whose interest rates are linked to LIBOR, EURIBOR or any other such benchmark that is subject to reform). Furthermore, even prior to the implementation of any changes, uncertainty as to the nature of alternative reference rates and as to potential changes to such benchmark may adversely affect such benchmark during the term of the relevant Instruments, the return on the relevant Instruments and the trading market for securities (including the Instruments) based on the same benchmark.

If the relevant Issuer (in consultation with the Determination Agent) determines that a Benchmark Event (as defined in the relevant Conditions of the Instruments) has occurred, then such Issuer shall use reasonable endeavours to appoint an Independent Adviser for the purposes of determining a Successor Rate or an Alternative Benchmark Rate (as further described in Condition 5F) (*Benchmark Replacement*) and, if applicable, an Adjustment Spread (as defined in the Conditions). If the relevant Issuer is unable to appoint an Independent Adviser or if the Independent Adviser and such Issuer cannot agree upon, or cannot select, the Successor Rate or Alternative Benchmark Rate, the relevant Issuer may determine the replacement rate, provided that if such Issuer is unable or unwilling to determine the Successor Rate or Alternative Benchmark Rate, the further fallbacks described in the terms and conditions of the Instruments shall apply.

The use of a Successor Rate or an Alternative Benchmark Rate may result in interest payments that are substantially lower than or that do not otherwise correlate over time with the payments that could have been made on the Instruments if the relevant benchmark remained available in its current form. Furthermore, if the relevant Issuer is unable to appoint an Independent Adviser or if such Issuer fails to agree a Successor Rate or an Alternative Benchmark Rate or Adjustment Spread, if applicable with the Independent Adviser, the relevant Issuer may have to exercise its discretion to determine (or to elect not to determine) an Alternative Benchmark Rate or Adjustment Spread, if applicable in a situation in which it is presented with a conflict of interest.

Any of the above changes or any other consequential changes to benchmarks as a result of EU, United Kingdom, or other international, national, or other proposals for reform or other initiatives or investigations, or any further uncertainty in relation to the timing and manner of implementation of such changes could have a material adverse effect on the trading market for, value of and return on any Instruments linked to such benchmark.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmarks Regulation reforms, investigations and licensing issues in making any investment decision with respect to the Instruments linked to a benchmark.

Instruments issued at a substantial discount 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 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.

In respect of any Instruments issued as "Green Bonds", there can be no assurance that such use of proceeds will be suitable for the investment criteria of an investor.

The Final Terms relating to any specific Tranche of Instruments may provide that it will be the relevant Issuer's intention to apply the proceeds from an offer of those Instruments specifically for projects and activities that promote climate-friendly and other environmental purposes ("**Eligible Projects**"). Prospective investors should determine for themselves the relevance of such information for the purpose of any investment in such Instruments together with any other investigation such investor deems necessary. In particular no assurance is given by the relevant Issuer, the Guarantor or the relevant Dealer that the use of such proceeds for any Eligible Projects 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, sustainability or social impact of any projects or uses, the subject of or related to, any Eligible Projects. 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", "climate-friendly" or an equivalently-labelled project or as to what precise attributes are required for a particular project to be defined as "green", "sustainable", "climate-friendly" or such other equivalent label nor can any assurance be given that such a clear definition or consensus will develop over time. Accordingly, no assurance is or can be given to investors that any projects or uses the subject of, or related to, any Eligible Projects will meet any or all investor expectations regarding such "green", "sustainable", "climate-friendly" or other equivalently-labelled performance objectives or that any adverse environmental, social and/or other impacts will not occur during the implementation of any projects or uses the subject of, or related to, any Eligible Projects.

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 relevant Issuer or the Guarantor) which may be made available in connection with the issue of any Instruments and in particular with any Eligible Projects to fulfil any environmental, sustainability, social and/or other criteria. For the avoidance of doubt, any such opinion or certification is not, nor shall it be deemed to be, incorporated in and/or form part of this Information Memorandum. Any such opinion or certification is not, nor should be deemed to be, a recommendation by the relevant Issuer, the Guarantor, the relevant Dealer or any other person to buy, sell or hold any such Instruments. Any such opinion or certification is only current as of 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 Instruments. 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 Instruments are listed or admitted to trading on any dedicated "green", "environmental", "sustainable", "climate-friendly" or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the relevant Issuer, the Guarantor, the relevant Dealer 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, sustainability or social impact of any projects or uses, the subject of or related to, any Eligible Projects. No assurance can be given that Eligible Projects will meet investor expectations or requirements regarding such "green", "sustainable", "social" or similar labels (including Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment (the so called "EU Taxonomy") or Regulation (EU) 2020/852 as it forms part of domestic law in the United Kingdom by virtue of the EUWA) or that any adverse environmental, social and/or other impacts will not occur during the implementation of any projects or uses the subject of, or related to, any Eligible Projects.

While it is the intention of the relevant Issuer to apply the proceeds of any Instruments so specified for Eligible Projects in, or substantially in, the manner described in this Information Memorandum, there can be no assurance that the relevant project(s) or use(s) the subject of, or related to, any Eligible Projects will be capable of being implemented in or substantially in such manner and/or accordance with any timing schedule and that accordingly such proceeds will be totally or partially disbursed for such Eligible Projects. Nor can there be any assurance that such Eligible Projects 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 relevant Issuer. Any such event or failure by the relevant Issuer will not constitute an Event of Default under the Instruments.

Any such event or failure to apply the proceeds of any issue of Instruments for any Eligible Projects as aforesaid and/or withdrawal of any such opinion or certification or any such opinion or certification attesting that the relevant Issuer 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 Instruments 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 Instruments and also potentially the value of any other Instruments which are intended to finance Eligible Projects and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

Denominations.

In relation to any issue of Instruments which have a denomination consisting of the minimum specified denomination of Euro 100,000 (or its equivalent) plus a higher integral multiple of another smaller amount, it is possible that the Instruments may be traded in amounts in excess of Euro 100,000 (or its equivalent) that are not integral multiples of Euro 100,000 (or its equivalent). In such a case, a holder who, as a result of trading such amounts, holds a principal amount of less than the minimum specified denomination may not receive a Definitive Instrument in respect of such holding (should Definitive Instruments be printed) and would need to purchase a principal amount of Instruments such that its holding amounts to a specified denomination.

Modification and waivers.

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

Risks relating to the United Kingdom's withdrawal from the EU.

As the Instruments are subject to the jurisdiction of the English courts, and no new reciprocal agreement on civil justice has been agreed with the EU following the end of the transition period, there is, as at the date of this Information Memorandum, uncertainty concerning the enforcement of English court judgments in The Netherlands as the regulation concerning the recognition and enforcement of judgments that applied between EU Member States, that is, the Recast Brussels Regulation (Regulation (EU) No. 1215/2012 of the European Parliament and of the Council of 12 December 2012) has ceased to apply to the UK (and to UK judgments). Therefore, there is a risk that a judgment entered against the Issuer in a United Kingdom court may not be recognised or enforceable in The Netherlands as a matter of law without a re-trial on its merits (but will be of persuasive authority as a matter of evidence before the courts of law, arbitral tribunals or executive or other public authorities in The Netherlands). In Switzerland, the enforcement of UK judgments is now governed by the Swiss Private International Law Act.

United States Foreign Account Tax Compliance Act Withholding ("FATCA").

Under sections 1471 through 1474 of the United States Internal Revenue Code of 1986, as amended (commonly known as "FATCA"), payments of premium (if any) and interest (including original issue discount, if any) on Instruments issued by ABB USA generally will be subject to a 30 per cent. gross basis withholding tax if any such payments are made to a "foreign financial institution" or a "foreign non-financial entity" within the meaning of the FATCA rules, unless certain procedural requirements are satisfied and certain information is provided to the U.S. Internal Revenue Service ("IRS"). Payments with respect to Instruments issued by ABB USA will be subject to withholding pursuant to FATCA as of their date of issuance, in the case of interest.

No additional amounts will be paid by the Relevant Issuer or the Guarantor in respect of any U.S. tax withheld or deducted under or in respect of FATCA. Prospective investors are encouraged to consult with their own tax advisers regarding the possible implications of this legislation on their investment in the Instruments.

Change of law.

The Terms and Conditions of the Instruments are based on English law in effect as at the date of issue of the relevant Instruments and the Guarantee is based on Swiss law in effect as at the date of issue of the Guarantee. No assurance can be given as to the impact of any possible judicial decision or change to English law or Swiss law, as applicable, or administrative practice after the date of issue of the relevant Instruments and the Guarantee, respectively.

Because the global Instruments are held within the clearing systems, investors will have to rely on their procedures for transfers, payments and communications with the Issuer.

Instruments issued under the Programme may be represented by one or more global Instruments. Such global Instruments will be deposited with a common depositary or, as the case may be, common safekeeper for Euroclear and Clearstream, Luxembourg. Except in the circumstances described in the relevant global Instruments, investors will not be entitled to receive Definitive Instruments or individual instrument certificates. Euroclear and Clearstream, Luxembourg. While the Instruments are represented by one or more global Instruments, investors will be able to trade their beneficial interests only through Euroclear and Clearstream, Luxembourg.

While the Instruments are represented by one or more global Instruments, the relevant Issuer will discharge its payment obligations under the Instruments by making payments to the common depositary for Euroclear and Clearstream, Luxembourg. A holder of a beneficial interest in a global Instrument must rely on the procedures of Euroclear and Clearstream, Luxembourg to receive payments under the relevant Instruments. The relevant Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the global Instruments.

Holder of beneficial interests in the global Instruments will not have a direct right to vote in respect of the relevant Instruments. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear and Clearstream, Luxembourg to appoint appropriate proxies. Similarly, holders of beneficial interests in the global Instruments will not have a direct right under the global Instruments to take enforcement action against the relevant Issuer in the event of a default under the Instruments but will have to rely upon their rights under the relevant Deed of Covenant.

Risks related to the market generally

There may not be a trading market for the Instruments.

The Instruments are a new issue of securities for which currently there is no existing trading market. Accordingly, there can be no assurance that any trading market for the Instruments will ever develop or be maintained. Further, there can be no assurance as to the liquidity of any trading market that may develop for the Instruments or as to an investor's ability to sell its Instruments when desired or the prices at which an investor will be able to sell its Instruments. Future trading prices of the Instruments will depend on many factors, including the level, direction and volatility of prevailing interest rates, the financial condition, liquidity, cash flows and results of operations of the relevant Issuer and ABB Ltd and the then-current ratings assigned to the Instruments as well as the market for similar securities.

Exchange rate risks and exchange controls.

The relevant Issuer will pay principal and interest on the Instruments 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 Instruments, (2) the Investor's Currency-equivalent value of the principal payable on the Instruments and (3) the Investor's Currency-equivalent market value of the Instruments.

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

Legal investment considerations may restrict certain investments.

The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Instruments are legal investments for it, (2) Instruments can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Instruments. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Instruments under any applicable risk-based capital or similar rules.

Conflicts of Interest on the part of the Determination Agent

The relevant Issuer may appoint a Dealer as Determination Agent in respect of an issuance of Instruments under the Information Memorandum. In such a case the Determination Agent is likely to be a member of an international financial group that is involved, in the ordinary course of its business, in a wide range of banking activities out of which conflicting interests may arise. Whilst such a Determination Agent will, where relevant, have information barriers and procedures in place to manage conflicts of interest, it may in its other banking activities from time to time be engaged in transactions involving an index or related derivatives which may affect amounts receivable by holders of the Instruments during the term and on the maturity of the Instruments or the market price, liquidity or value of the Instruments and which could be deemed to be adverse to the interests of the holders of the Instruments.

FINAL TERMS AND DRAWDOWN INFORMATION MEMORANDUMS

In this section the expression "*necessary information*" means, in relation to any Tranche of Instruments, the information necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the relevant Issuer and the Guarantor and of the rights attaching to the Instruments. In relation to the different types of Instruments which may be issued under the Programme, each of the Issuers and the Guarantor have endeavoured to include in this Information Memorandum all of the necessary information except for information relating to the Instruments which is not known at the date of this Information Memorandum and which can only be determined at the time of an individual issue of a Tranche of Instruments.

Any information relating to the Instruments which is not included in this Information Memorandum and which is required in order to complete the necessary information in relation to a Tranche of Instruments will be contained either in the relevant Final Terms or in a Drawdown Information Memorandum.

For a Tranche of Instruments which is the subject of Final Terms, those Final Terms will, for the purposes of that Tranche only, supplement this Information Memorandum and must be read in conjunction with this Information Memorandum. The terms and conditions applicable to any particular Tranche of Instruments which is the subject of Final Terms are the Conditions as supplemented to the extent described in the relevant Final Terms.

The terms and conditions applicable to any particular Tranche of Instruments which is the subject of a Drawdown Information Memorandum will be the Conditions as supplemented, amended and/or replaced to the extent described in the relevant Drawdown Information Memorandum. In the case of a Tranche of Instruments which is the subject of a Drawdown Information Memorandum, each reference in this Information Memorandum to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Information Memorandum unless the context requires otherwise.

Each Drawdown Information Memorandum will be constituted by a single document containing the necessary information relating to the relevant Issuer and the Guarantor and the relevant Instruments.

FORMS OF THE INSTRUMENTS

Bearer Instruments

Instruments issued by ABB USA may only be issued in registered form.

Each Tranche of Instruments in bearer form ("**Bearer Instruments**") will initially be in the form of either a temporary global instrument in bearer form (the "**Temporary Global Instrument**"), without interest coupons, or a permanent global instrument in bearer form (the "**Permanent Global Instrument**"), without interest coupons, in each case as specified in the relevant Final Terms. Each Temporary Global Instrument or, as the case may be, Permanent Global Instrument (each a "**Global Instrument**") which is not intended to be issued in new global note ("**NGN**") form, as specified in the relevant Final Terms, will be deposited on or around the issue date of the relevant Tranche of the Instruments with a depositary or a common depositary for Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking, S.A., Luxembourg ("**Clearstream, Luxembourg**") and/or any other relevant clearing system and each Global Instrument which is intended to be issued in NGN form, as specified in the relevant Final Terms, will be deposited on or around the issue date of the relevant Tranche of the Instruments with a common safekeeper for Euroclear and/or Clearstream, Luxembourg.

On June 13, 2006 the European Central Bank (the "**ECB**") announced that Instruments in NGN form are in compliance with the "*Standards for the use of EU securities settlement systems in ESCB credit operations*" of the central banking system for the euro (the "**Eurosystem**"), **provided that** certain other criteria are fulfilled. At the same time the ECB also announced that arrangements for Instruments in NGN form will be offered by Euroclear and Clearstream, Luxembourg as of June 30, 2006 and that debt securities in global bearer form issued through Euroclear and Clearstream, Luxembourg after December 31, 2006 will only be eligible as collateral for Eurosystem operations if the NGN form is used.

Temporary Global Instrument exchangeable for Permanent Global Instrument

If the relevant Final Terms specifies the form of Instruments as being "Temporary Global Instrument exchangeable for a Permanent Global Instrument", then the Instruments will initially be in the form of a Temporary Global Instrument which will be exchangeable, in whole or in part, for interests in a Permanent Global Instrument, without interest coupons, not earlier than 40 days after the issue date of the relevant Tranche of the Instruments upon certification as to non-U.S. beneficial ownership. No payments will be made under the Temporary Global Instrument unless exchange for interests in the Permanent Global Instrument is improperly withheld or refused. In addition, interest payments in respect of the Instruments cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever any interest in the Temporary Global Instrument is to be exchanged for an interest in a Permanent Global Instrument, the relevant Issuer shall procure (in the case of first exchange) the delivery of a Permanent Global Instrument to the bearer of the Temporary Global Instrument or (in the case of any subsequent exchange) an increase in the principal amount of the Permanent Global Instrument in accordance with its terms against:

- (i) presentation and (in the case of final exchange) presentation and surrender of the Temporary Global Instrument to or to the order of the Fiscal Agent; and
- (ii) receipt by the Fiscal Agent of a certificate or certificates of non-U.S. beneficial ownership.

The principal amount of Instruments represented by the Permanent Global Instrument shall be equal to the aggregate of the principal amounts specified in the certificates of non-U.S. beneficial ownership **provided, however, that** in no circumstances shall the principal amount of Instruments represented by the Permanent Global Instrument exceed the initial principal amount of Instruments represented by the Temporary Global Instrument.

If:

- (i) the Permanent Global Instrument has not been delivered or the principal amount thereof increased by 5.00 p.m. (London time) on the seventh day after the bearer of the Temporary Global Instrument has requested exchange of an interest in the Temporary Global Instrument for an interest in a Permanent Global Instrument; or

- (ii) the Temporary Global Instrument (or any part thereof) has become due and payable in accordance with the Terms and Conditions of the Instruments or the date for final redemption of the Temporary Global Instrument has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer of the Temporary Global Instrument in accordance with the terms of the Temporary Global Instrument on the due date for payment,

then the Temporary Global Instrument (including the obligation to deliver a Permanent Global Instrument) will become void at 5.00 p.m. (London time) on such seventh day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date (in the case of (b) above) and the bearer of the Temporary Global Instrument will have no further rights thereunder (but without prejudice to the rights which the bearer of the Temporary Global Instrument or others may have under the relevant Deed of Covenant).

The Permanent Global Instrument will become exchangeable, in whole but not in part only and at the request of the bearer of the Permanent Global Instrument, for Bearer Instruments in definitive form ("**Definitive Instruments**"):

- (i) on the expiry of such period of notice as may be specified in the Final Terms; or
- (ii) at any time, if so specified in the Final Terms; or
- (iii) if the Final Terms specifies "in the limited circumstances described in the Permanent Global Instrument", then if either of the following events occurs:
 - (a) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or
 - (b) any of the circumstances described in Condition 7 (*Events of Default*) occurs, unless all such circumstances have been cured in accordance with Condition 7 (*Events of Default*).

Whenever the Permanent Global Instrument is to be exchanged for Definitive Instruments, the relevant Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Instruments, duly authenticated and with Coupons and Talons attached (if so specified in the Final Terms), in an aggregate principal amount equal to the principal amount of Instruments represented by the Permanent Global Instrument to the bearer of the Permanent Global Instrument against the surrender of the Permanent Global Instrument to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

If:

- (i) Definitive Instruments have not been duly delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer has requested exchange of the Permanent Global Instrument for Definitive Instruments; or
- (ii) the Permanent Global Instrument was originally issued in exchange for part only of a Temporary Global Instrument representing the Instruments and such Temporary Global Instrument becomes void in accordance with its terms; or
- (iii) the Permanent Global Instrument (or any part thereof) has become due and payable in accordance with the Terms and Conditions of the Instruments or the date for final redemption of the Permanent Global Instrument has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer in accordance with the terms of the Permanent Global Instrument on the due date for payment,

then the Permanent Global Instrument (including the obligation to deliver Definitive Instruments) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on the date on which such Temporary Global Instrument becomes void (in the case of (b) above) or at 5.00 p.m. (London time) on such due date ((c) above) and the bearer of the Permanent Global Instrument will have no further rights thereunder (but without prejudice to the rights which the bearer of the Permanent Global Instrument or others may have under the relevant Deed of Covenant).

Temporary Global Instrument exchangeable for Definitive Instruments

If the relevant Final Terms specifies the form of Instruments as being "Temporary Global Instrument exchangeable for Definitive Instruments" and also specifies that the TEFRA C Rules are applicable or that neither the TEFRA C Rules nor the TEFRA D Rules are applicable, then the Instruments will initially be in the form of a Temporary Global Instrument which will be exchangeable, in whole but not in part, for Definitive Instruments not earlier than 40 days after the issue date of the relevant Tranche of the Instruments.

If the relevant Final Terms specifies the form of Instruments as being "Temporary Global Instrument exchangeable for Definitive Instruments" and also specifies that the TEFRA D Rules are applicable, then the Instruments will initially be in the form of a Temporary Global Instrument which will be exchangeable, in whole or in part, for Definitive Instruments not earlier than 40 days after the issue date of the relevant Tranche of the Instruments upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Instruments cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever the Temporary Global Instrument is to be exchanged for Definitive Instruments, the relevant Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Instruments, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Temporary Global Instrument to the bearer of the Temporary Global Instrument against the surrender of the Temporary Global Instrument to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

If:

- (i) Definitive Instruments have not been duly delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer has requested exchange of the Temporary Global Instrument for Definitive Instruments; or
- (ii) the Temporary Global Instrument (or any part thereof) has become due and payable in accordance with the Terms and Conditions of the Instruments or the date for final redemption of the Temporary Global Instrument has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer in accordance with the terms of the Temporary Global Instrument on the due date for payment,

then the Temporary Global Instrument (including the obligation to deliver Definitive Instruments) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date (in the case of (b) above) and the bearer of the Temporary Global Instrument will have no further rights thereunder (but without prejudice to the rights which the bearer of the Temporary Global Instrument or others may have under the relevant Deed of Covenant).

Permanent Global Instrument exchangeable for Definitive Instruments

If the relevant Final Terms specifies the form of Instruments as being "Permanent Global Instrument exchangeable for Definitive Instruments", then the Instruments will initially be in the form of a Permanent Global Instrument which will be exchangeable in whole, but not in part, for Definitive Instruments:

- (i) on the expiry of such period of notice as may be specified in the relevant Final Terms; or
- (ii) at any time, if so specified in the relevant Final Terms; or
- (iii) if the relevant Final Terms specifies "in the limited circumstances described in the Permanent Global Instrument", then if either of the following events occurs:
 - (a) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or
 - (b) any of the circumstances described in Condition 7 (*Events of Default*) occurs, unless all such circumstances have been cured in accordance with Condition 7 (*Events of Default*).

Whenever the Permanent Global Instrument is to be exchanged for Definitive Instruments, the relevant Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Instruments, duly authenticated and with Coupons and Talons attached (if so specified in the Final Terms), in an aggregate principal amount equal to the principal amount of Instruments represented by the Permanent Global Instrument to the bearer of the Permanent Global Instrument against the surrender of the Permanent Global Instrument to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

If:

- (i) Definitive Instruments have not been duly delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer has requested exchange of the Permanent Global Instrument for Definitive Instruments; or
- (ii) the Permanent Global Instrument (or any part thereof) has become due and payable in accordance with the Terms and Conditions of the Instruments or the date for final redemption of the Permanent Global Instrument has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer in accordance with the terms of the Permanent Global Instrument on the due date for payment,

then the Permanent Global Instrument (including the obligation to deliver Definitive Instruments) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date ((b) above) and the bearer of the Permanent Global Instrument will have no further rights thereunder (but without prejudice to the rights which the bearer of the Permanent Global Instrument or others may have under the relevant Deed of Covenant).

Rights under Deed of Covenant

Under the relevant Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Temporary Global Instrument or a Permanent Global Instrument which becomes void will acquire directly against the relevant Issuer all those rights to which they would have been entitled if, immediately before the Temporary Global Instrument or Permanent Global Instrument became void, they had been the holders of Definitive Instruments in an aggregate principal amount equal to the principal amount of Instruments they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

Bearer Instruments - General

Terms and Conditions applicable to the Instruments

The terms and conditions applicable to any Definitive Instrument will be endorsed on that Instrument and will consist of the terms and conditions set out under "*Terms and Conditions of the Instruments*" below and the provisions of the relevant Final Terms which supplement, amend and/or replace those terms and conditions.

The terms and conditions applicable to any Instrument in global form will differ from those terms and conditions which would apply to the Instrument were it in definitive form to the extent described under "*Summary of Provisions Relating to the Instruments while in Global Form*" below.

Legend concerning United States persons

In the case of any Tranche of Bearer Instruments having a maturity of more than 365 days, the Instruments in global form, the Instruments in definitive form and any Coupons and Talons appertaining thereto will bear a legend to the following effect:

"Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the U.S. Internal Revenue Code."

In the case of each Tranche of Bearer Instruments, the relevant Final Terms will also specify whether United States Treasury Regulation §1.163-5(c)(2)(i)(C) (the "**TEFRA C Rules**") or United States Treasury Regulation §1.163-5(c)(2)(i)(D) (the "**TEFRA D Rules**") are applicable in relation to the Instruments or,

if the Instruments do not have a maturity of more than 365 days, that neither the TEFRA C Rules nor the TEFRA D Rules are applicable.

Registered Instruments

Each Tranche of Registered Instruments will be in the form of either individual Certificates in registered form ("**Individual Certificates**") or a global Instrument in registered form (a "**Global Registered Instrument**"), in each case as specified in the relevant Final Terms.

In a press release dated October 22, 2008, "*Evolution of the custody arrangement for international debt securities and their eligibility in Eurosystem credit operations*", the ECB announced that it has assessed the new holding structure and custody arrangements for registered instruments which the ICSDs had designed in cooperation with market participants and that Instruments to be held under the new structure (the "**New Safekeeping Structure**" or "**NSS**") would be in compliance with the "*Standards for the use of EU securities settlement systems in ESCB credit operations*" of the central banking system for the Euro (the "**Eurosystem**"), subject to the conclusion of the necessary legal and contractual arrangements. The press release also stated that the new arrangements for Instruments to be held in NSS form will be offered by Euroclear and Clearstream, Luxembourg as of 30 June 2010 and that registered debt securities in global registered form issued or held through Euroclear and Clearstream, Luxembourg after September 30, 2010 will only be eligible as collateral in Eurosystem operations if the New Safekeeping Structure is used.

Each Global Registered Instrument will either be: (a) in the case of an Instrument which is not to be held under the New Safekeeping Structure, registered in the name of a common depository (or its nominee) for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and the relevant Global Registered Instrument will be deposited on or about the issue date with the common depository and will be exchangeable in accordance with its terms; or (b) in the case of an Instrument to be held under the New Safekeeping Structure, be registered in the name of a common safekeeper (or its nominee) for Euroclear and/or Clearstream, Luxembourg and the relevant Global Registered Instrument will be deposited on or about the issue date with the common safekeeper for Euroclear and/or Clearstream, Luxembourg and will be exchangeable for Individual Certificates in accordance with its terms.

If the relevant Final Terms specifies the form of Instruments as being "Individual Certificates", then the Instruments will at all times be in the form of Individual Certificates issued to each Holder in respect of their respective holdings.

Global Registered Instrument exchangeable for Individual Certificates

If the relevant Final Terms specifies the form of Instruments as being "Global Registered Instrument exchangeable for Individual Certificates", then the Instruments will initially be in the form of a Global Registered Instrument which will be exchangeable in whole, but not in part, for Individual Certificates:

- (i) on the expiry of such period of notice as may be specified in the relevant Final Terms; or
- (ii) at any time, if so specified in the relevant Final Terms; or
- (iii) if the relevant Final Terms specifies "in the limited circumstances described in the Global Registered Instrument", then if either of the following events occurs:
 - (a) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or
 - (b) any of the circumstances described in Condition 7 (*Events of Default*) occurs, unless all such circumstances have been cured in accordance with Condition 7 (*Events of Default*).

Whenever the Global Registered Instrument is to be exchanged for Individual Certificates, the relevant Issuer shall procure that Individual Certificates will be issued in an aggregate principal amount equal to the principal amount of the Global Registered Instrument within five business days of the delivery, by or on behalf of the registered holder of the Global Registered Instrument to the Registrar of such information as is required to complete and deliver such Individual Certificates (including, without limitation, the names and addresses of the persons in whose names the Individual Certificates are to be registered and the principal

amount of each such person's holding) against the surrender of the Global Registered Instrument at the specified office of the Registrar.

Such exchange will be effected in accordance with the provisions of the Fiscal Agency Agreement and the regulations concerning the transfer and registration of Instruments scheduled thereto and, in particular, shall be effected without charge to any Holder, but against such indemnity as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange.

If:

- (i) Individual Certificates have not been delivered by 5.00 p.m. (London time) on the thirtieth day after they are due to be issued and delivered in accordance with the terms of the Global Registered Instrument; or
- (ii) any of the Instruments represented by a Global Registered Instrument (or any part of it) has become due and payable in accordance with the Terms and Conditions of the Instruments or the date for final redemption of the Instruments has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the Holder of the Global Registered Instrument in accordance with the terms of the Global Registered Instrument on the due date for payment,

then, at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date (in the case of (b) above) each person shown in the records of Euroclear and/or Clearstream, Luxembourg (or any other relevant clearing system) as being entitled to interest in the Global Registered Instruments (each an "**Accountholder**") shall acquire under the relevant Deed of Covenant rights of enforcement against the relevant Issuer ("**Direct Rights**") to compel the relevant Issuer to perform its obligations to the Holder of the Global Registered Instrument in respect of the Instruments represented by the Global Registered Instrument, including the obligation of the relevant Issuer to make all payments when due at any time in respect of such Instruments in accordance with the Conditions as if such Instruments had (where required by the Conditions) been duly presented and surrendered on the due date in accordance with the Conditions.

The Direct Rights shall be without prejudice to the rights which the Holder of the Global Registered Instrument may have under the Global Registered Instrument or otherwise. Payment to the Holder of the Global Registered Instrument in respect of any Instruments represented by the Global Registered Instrument shall constitute a discharge of the relevant Issuer's obligations under the Instruments and the relevant Deed of Covenant to the extent of any such payment and nothing in the relevant Deed of Covenant shall oblige the relevant Issuer to make any payment under the Instruments to or to the order of any person other than the Holder of the Global Registered Instrument.

As a condition of any exercise of Direct Rights by an Accountholder, such Accountholder shall, as soon as practicable, procure that notice of such exercise is given to the Holders in the manner provided for in the Conditions or the Global Registered Instrument for notices to be given by the relevant Issuer to Holders.

Terms and Conditions applicable to the Instruments

The terms and conditions applicable to any Individual Certificate will be endorsed on that Individual Certificate and will consist of the terms and conditions set out under "*Terms and Conditions of the Instruments*" below and the provisions of the relevant Final Terms which supplement, amend and/or replace those terms and conditions.

The terms and conditions applicable to any Global Registered Instrument will differ from those terms and conditions which would apply to the Instrument were it in definitive form to the extent described under "*Summary of Provisions Relating to the Instruments while in Global Form*" below.

TERMS AND CONDITIONS OF THE INSTRUMENTS

The following is the text of the terms and conditions which, as supplemented by the relevant Final Terms, will be endorsed on each Instrument in definitive form issued under the Programme. The terms and conditions applicable to any Instrument in global form will differ from those terms and conditions which would apply to the Instrument were it in definitive form to the extent described under "Summary of Provisions Relating to the Instruments while in Global Form" below. The relevant Final Terms in relation to any Tranche of Instruments may specify other Terms and Conditions which shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, supplement the following Terms and Conditions for the purposes of such Tranche of Instruments:

ABB Finance B.V. ("**ABB Netherlands**") and ABB Finance (USA) Inc. ("**ABB USA**") (each an "**Issuer**" and, together, the "**Issuers**") have established a programme for the issuance of debt instruments (the "**Programme**") for the issuance of up to U.S.\$8,000,000,000 in aggregate principal amount of instruments (the "**Instruments**"). The Instruments issued under the Programme by the Issuers are guaranteed by ABB Ltd (the "**Guarantor**"). The Instruments are issued in accordance with the fiscal agency agreement dated April 30, 2021 (the "**Fiscal Agency Agreement**", which expression shall include any amendments or supplements thereto) and made between the Issuers, the Guarantor, BNP Paribas Securities Services, Luxembourg Branch in its capacities as fiscal agent (the "**Fiscal Agent**", which expression shall include any successor to BNP Paribas Securities Services, Luxembourg Branch in its capacity as such) and as registrar (the "**Registrar**", which expression shall include any successor to BNP Paribas Securities Services, Luxembourg Branch in its capacity as such), and the paying agents named therein (the "**Paying Agents**", which expression shall include the Fiscal Agent and any substitute or additional paying agents appointed in accordance with the Fiscal Agency Agreement). The Instruments have the benefit of a guarantee dated April 30, 2021 (the "**Guarantee**", which expression shall include any amendments or supplements thereto) entered into by the Guarantor. Each of ABB Netherlands and ABB USA have, in relation to Instruments to be issued by them respectively, executed and delivered a deed of covenant dated April 30, 2021 (the "**ABB Netherlands Deed of Covenant**" and the "**ABB USA Deed of Covenant**", each a "**Deed of Covenant**" and together the "**Deeds of Covenant**", which expressions shall include any amendments or supplements thereto and any deed of covenant that shall have been entered into by a Substituted Debtor (as defined in Condition 15 (*Substitution*) as referred to in Condition 15 (*Substitution*)), with references herein to the "**relevant Deed of Covenant**" being to the Deed of Covenant of the relevant Issuer). Copies of the Fiscal Agency Agreement, the Deeds of Covenant and the Guarantee are available for inspection during normal business hours at the Specified Office (as defined in the Fiscal Agency Agreement) of each of the Paying Agents and the Registrar. All persons from time to time entitled to the benefit of obligations under any Instruments shall be deemed to have notice of and shall be bound by, all of the provisions of the Fiscal Agency Agreement, the relevant Deed of Covenant and the Guarantee insofar as they relate to the relevant Instruments.

The Instruments issued under the Programme are issued in series (each a "**Series**"), and each Series may comprise one or more tranches ("**Tranches**" and each a "**Tranche**") of Instruments. Each Tranche will be the subject of final terms ("**Final Terms**"), which supplements these terms and conditions (the "**Conditions**"). The terms and conditions applicable to any particular Tranche of Instruments are these Conditions as supplemented, amended and/or replaced by the relevant Final Terms. In the event of any inconsistency between these Conditions and the relevant Final Terms, the relevant Final Terms shall prevail. A copy of the Final Terms will be available for inspection at the Specified Office of the Fiscal Agent or, as the case may be, the Registrar (as defined in Condition 2.02) and will be available free of charge at the Specified Office of ABB Ltd. In the case of a Tranche of Instruments in relation to which application has not been made for listing on any stock exchange, copies of the relevant Final Terms will only be available for inspection by a Holder of or, as the case may be, a relevant Accountholder (as defined in the Deed of Covenant) in respect of such Instruments.

All subsequent references in these Conditions to "**Instruments**" are to the Instruments which are the subject of the relevant Final Terms.

In these Conditions:

- (i) references herein to the "**Issuer**" shall be references to the party specified as such in the applicable Final Terms or any Substituted Debtor (as defined in Condition 15 (*Substitution*));

- (ii) if talons for further coupons ("**Talons**") are specified in the relevant Final Terms as being attached to the Instruments at the time of issue, references to coupons ("**Coupons**") shall be deemed to include references to Talons;
- (iii) if Talons are not specified in the relevant Final Terms as being attached to the Instruments at the time of issue, references to Talons are not applicable;
- (iv) any reference to principal shall be deemed to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 8 (*Taxation*), any premium payable in respect of an Instrument and any other amount in the nature of principal payable pursuant to these Conditions;
- (v) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 8 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;
- (vi) references to Instruments being "outstanding" shall be construed in accordance with the Fiscal Agency Agreement;
- (vii) if an expression is stated to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is "not applicable" then such expression is not applicable to the Instruments; and
- (viii) any reference to a Deed of Covenant, Fiscal Agency Agreement or the Guarantee shall be construed as a reference to such Deed of Covenant, Fiscal Agency Agreement or the Guarantee as amended and/or supplemented up to and including the date of issue of the Instruments specified in the Final Terms (the "**Issue Date**") of the Instruments.

1. **Form and Denomination**

- 1.01 Instruments are issued in bearer form or in registered form, as specified in the relevant Final Terms. Instruments issued by ABB USA may only be issued in registered form. Registered Instruments are constituted by either the ABB Netherlands Deed of Covenant or the ABB USA Deed of Covenant, as the case may be. Each Holder of Instruments is subject to and bound by all the provisions contained in these Conditions.

Bearer Instruments

- 1.02 Each Tranche of Instruments issued in bearer form ("**Bearer Instruments**") will be in the denomination(s) specified in the Final Terms (the "**Specified Denomination(s)**") (**provided that** the minimum Specified Denomination shall be Euro 100,000 or its equivalent in other currencies), with Coupons and, if specified in the relevant Final Terms, Talons attached at the time of issue. In the case of a Series of Bearer Instruments with more than one Specified Denomination, Bearer Instruments of one Specified Denomination will not be exchangeable for Bearer Instruments of another Specified Denomination.

Registered Instruments

- 1.03 Each Tranche of Instruments issued in registered form ("**Registered Instruments**") will be in substantially the form (subject to amendment and completion) scheduled to the Fiscal Agency Agreement. Registered Instruments will not be exchangeable for Bearer Instruments.

Denomination of Registered Instruments

- 1.04 Registered Instruments will be in the Specified Denomination(s), which may include a minimum denomination specified in the relevant Final Terms (**provided that** the minimum Specified Denomination shall be Euro 100,000 or its equivalent in other currencies) and higher integral multiples of a smaller amount specified in the relevant Final Terms.

Currency of Instruments

- 1.05 Instruments may be denominated in any currency, subject to compliance with all applicable legal and/or regulatory requirements.
2. **Title**
- 2.01 Title to Bearer Instruments and Coupons passes by delivery. References herein to the "**Holder**" or " **Holders**" of Bearer Instruments or of Coupons are to the bearers of such Bearer Instruments or such Coupons.
- 2.02 The Registrar will maintain the register in accordance with the provisions of the Fiscal Agency Agreement. A certificate (each, a "**Certificate**") will be issued to each Holder of Registered Instruments in respect of its registered holding. Each Certificate will be numbered serially with an identifying number which will be recorded in the Register. Title to Registered Instruments passes by registration in the register which is kept by the Registrar. For the purposes of these Conditions, "**Registrar**" means, in relation to any Series of Registered Instruments, the Registrar. References herein to the "**Holder**" or " **Holders**" of Registered Instruments are to the persons in whose names such Registered Instruments are so registered in the relevant register (or, in the case of a joint holding, the first named thereof).
- 2.03 The Holder of any Bearer Instrument or Coupon or Registered Instrument will (except as otherwise required by applicable law or regulatory requirement) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest thereof or therein, any writing thereon or, in the case of Registered Instruments, on the Certificate relating thereto (other than the endorsed form of transfer) or any theft or loss thereof) and no person shall be liable for so treating such Holder. No person shall have any right to enforce any term or condition of any Instruments under the Contracts (Rights of Third Parties) Act 1999.

Transfer of Registered Instruments

- 2.04 Subject to Conditions 2.06 and 2.07 below, a Registered Instrument may, upon the terms and subject to the conditions set forth in the Fiscal Agency Agreement, be transferred in whole or in part only (**provided that** such part is a Specified Denomination) upon the surrender of the relevant Certificate, together with the form of transfer endorsed on it duly completed and executed, at the Specified Office of the Registrar, together with such evidence as the Registrar may reasonably require to prove the title of the transferor and the authority of the individuals who have executed the form of transfer. A new Certificate will be issued to the transferee and, in the case of a transfer of part only of a Registered Instrument, a new Certificate in respect of the balance not transferred will be issued to the transferor.
- 2.05 Within five business days of the surrender of a Certificate in accordance with Condition 2.04 above, the Registrar will register the transfer in question and deliver a new Certificate of a like principal amount to the Registered Instruments transferred to each relevant Holder at its Specified Office or (at the request and risk of any such relevant Holder) by uninsured first class mail (airmail if overseas) to the address specified for the purpose by such relevant Holder. In this paragraph, "**business day**" means a day on which commercial banks are open for general business (including dealings in foreign currencies) in the city where the Registrar has its Specified Office.
- 2.06 Holders may not require transfers to be registered during the period of 15 days ending on the due date for any payment of principal or interest in respect of the Registered Instruments.
- 2.07 All transfers of Registered Instruments and entries on the Register are subject to the detailed regulations concerning the transfer of Registered Instruments scheduled to the Fiscal Agency Agreement. The regulations may be changed by the Issuer with the prior written approval of the Registrar. A copy of the current regulations will be mailed (free of charge) by the Registrar to any Holder who requests in writing a copy of such regulations.
- 2.08 The transfer of a Registered Instrument will be effected without charge by or on behalf of the Issuer or the Registrar, but upon payment by the applicant of (or the giving by the applicant of such indemnity as the Issuer or the Registrar may require in respect of) any tax, duty, assessment or other governmental charge which may be imposed in relation thereto.

3. Status and Guarantee of the Instruments

Status

- 3.01 The Instruments constitute (subject to Condition 4.01) direct, unsecured and unsubordinated obligations of the Issuer and shall at all times rank *pari passu* in right of payment and without any preference among themselves. The payment obligations of the Issuer in respect of the Instruments shall (subject to Condition 4.01) at all times rank at least equally with all other present and future unsecured and unsubordinated obligations of the Issuer, other than any obligations preferred by law.

Guarantee

- 3.02 The Guarantor has in the Guarantee unconditionally and irrevocably guaranteed the due and punctual payment of all sums from time to time payable by the Issuer in respect of the Instruments issued under the Programme. The Guarantee constitutes direct, unsecured and unsubordinated obligations of the Guarantor which will at all times rank at least *pari passu* with all other present and future direct, unsecured and unsubordinated obligations of the Guarantor, save for such obligations as may be mandatorily preferred by law.

4. Covenants

Negative Pledge

- 4.01 So long as any of the Instruments remains outstanding (as defined in the Fiscal Agency Agreement), the Issuer and ABB Ltd will not, and will procure that none of the Material Subsidiaries will, create or permit to subsist any mortgage, pledge, lien, hypothecation, security interest or other charge (each a "**Security Interest**") upon any of their respective assets or revenues present or future as security for any Indebtedness of any person or to secure any guarantee given by the Issuer, ABB Ltd or any Material Subsidiary of any Indebtedness of any person, without at the same time or prior thereto securing the Instruments equally and rateably with such Indebtedness or guarantee or providing such security for the Instruments as shall be approved by an Extraordinary Resolution (being a resolution passed at a meeting of the Holders of Instruments in respect of the Instruments of the relevant Series duly convened and held in accordance with the provisions contained in the Fiscal Agency Agreement by a majority consisting of not less than three fourths of the votes cast thereon) of the Holders of the Instruments *save that* the Issuer, ABB Ltd or any Material Subsidiary may create or permit to subsist a Permitted Security Interest (without the obligation to secure or provide security as aforesaid). In this Condition 4.01 (i) any reference to any Indebtedness being guaranteed by the Issuer, ABB Ltd or any Material Subsidiary shall be deemed to include a reference to any indemnity given by the Issuer, ABB Ltd or any Material Subsidiary in respect of any Indebtedness and (ii) Indebtedness shall not include Securitisation Indebtedness.

In these Conditions:

"**ABB Group**" means ABB Ltd and its Subsidiaries;

"**Indebtedness**" means any indebtedness (whether being principal, premium or interest) for or in respect of (i) any notes, bonds, debenture stock, loan stock or other securities; or (ii) any borrowed money;

"**Material Subsidiary**" means a Subsidiary that:

- (A) is the holding company of a country (and not a region) that, together with its subsidiaries, has combined third party revenues in excess of 5 per cent. of the consolidated revenues of the ABB Group for the most recently completed fiscal year;
- (B) on a non-consolidated legal entity basis has third party revenues in excess of 10 per cent. of the consolidated revenues of the ABB Group for the most recently completed fiscal year; or

- (C) has any notes, bonds, debenture stock, loan stock or other securities outstanding to non-ABB Group third parties in respect of which a guarantee, keep-well agreement or other credit support has been provided by ABB Ltd;

provided always that for purposes of this definition, (i) third party revenues shall exclude any revenues not included in total revenues in the consolidated income statement of the ABB Group, (ii) the term "**revenues**" shall exclude any revenues attributable to activities classified by ABB Ltd as discontinued operations in the consolidated financial statements of the ABB Group, and (iii) all revenue figures shall be prepared in accordance with the generally accepted accounting principles used in the preparation of the consolidated financial statements of the ABB Group;

"Permitted Security Interest" means:

- (a) any Security Interest existing on the Issue Date of the Instruments or in the event that the Instruments are to be consolidated with an earlier Series, the Issue Date of such earlier Series;
- (b) any Security Interest arising by operation of law (or by contract having an equivalent effect) or in the ordinary course of its business;
- (c) any Security Interest on assets of a company acquired by a member of the ABB Group after the Issue Date of the Instruments or in the event that the Instruments are to be consolidated with an earlier Series, the Issue Date of such earlier Series, **provided that** (i) such Security Interest was existing or agreed to be created at or before the time the relevant company became a member of the ABB Group, (ii) such Security Interest was not created in contemplation of such acquisition, (iii) the principal amount then secured is not exceeded or increased and (iv) the then repayment date of the amount secured is not extended;
- (d) any Security Interest securing Indebtedness incurred to refinance other Indebtedness itself secured by a Security Interest included in Conditions 4.01(a) to (c) above, but only if the principal amount of the Indebtedness is not increased, other than additional Indebtedness incurred to pay fees, underwriting discounts, premiums and other costs and expenses in connection therewith, and only the same assets are secured as were secured by the prior Security Interest;
- (e) any Security Interest provided by a Material Subsidiary (other than ABB Netherlands or ABB USA, in the ordinary course of the structured finance business of ABB Ltd or such Material Subsidiary); or
- (f) any other Security Interest, but only if the aggregate Indebtedness of the ABB Group (including ABB Netherlands and ABB USA) secured by such Security Interests permitted under this Condition 4.01(f) does not at any time exceed 20 per cent. of the consolidated total assets of the ABB Group (determined in accordance with generally accepted accounting principles used in the preparation of the consolidated financial statements of the ABB Group);

"Securitisation Indebtedness" means any Indebtedness in respect of which the person or persons to whom any such money is or may be owed by the relevant borrower (whether or not a member of the ABB Group) in respect of such Indebtedness has or have no recourse whatsoever to any member of the ABB Group for the repayment thereof other than:

- (i) recourse to such borrower for amounts limited to the cash flow or net cash flow (other than historic cash flow or historic net cash flow) from an asset or assets, security over which has been created in relation to the repayment of such Indebtedness; and/or
- (ii) recourse to such borrower for the purpose only of enabling amounts to be claimed in respect of such Indebtedness in an enforcement of any encumbrance given by such borrower over such asset or assets or the income, cash flow or other proceeds deriving therefrom (or given by any shareholder or the like in the borrower over its shares or the like in the capital of the borrower) to secure the repayment of such Indebtedness, **provided that** (A) the extent of such recourse to such borrower is limited solely to the amount of

any recoveries made on any such enforcement, and (B) such person or persons are not entitled, by virtue of any right or claim arising out of or in connection with such Indebtedness, to commence proceedings for the winding up or dissolution of the borrower or to appoint or procure the appointment of any receiver, trustee or similar person or officer in respect of the borrower or any of its assets (save for the assets the subject of such encumbrance); and/or

- (iii) recourse to such borrower generally, or directly or indirectly to a member of the ABB Group, under any form of assurance, undertaking or support, which recourse is limited to a claim for damages (other than liquidated damages and damages required to be calculated in a specified way) for breach of an obligation (not being a payment obligation or an obligation to procure payment by another acting in any capacity other than as a collecting or servicing agent or an indemnity in respect thereof or an obligation to comply or to procure compliance by another with any financial ratios or other tests of financial condition) by the person against whom such recourse is available; and

"Subsidiary" means a company the financial statements of which are consolidated with those of ABB Ltd.

5. **Interest**

Instruments may be interest bearing or non-interest bearing, as specified in the relevant Final Terms. The Final Terms in relation to each Tranche of interest bearing Instruments shall specify which of Condition 5A, 5B, 5C or 5D shall be applicable and Condition 5E will be applicable to each Tranche of interest bearing Instruments as specified therein save, in each case, to the extent inconsistent with the relevant Final Terms.

5A ***Interest—Fixed Rate***

- 5A.01 Instruments in relation to which this Condition 5A is specified in the relevant Final Terms as being applicable shall bear interest from their Issue Date or from such other date as may be specified in the relevant Final Terms (the **"Interest Commencement Date"**) at the rate or rates per annum (or otherwise) specified in the relevant Final Terms. The amount of interest payable in respect of each Instrument for any period for which a fixed coupon amount (the **"Fixed Coupon Amount"**) is not specified in the Final Terms shall be calculated by applying the rate or rates of interest (expressed as a percentage per annum) specified in the Final Terms (the **"Rate of Interest"**) to the calculation amount specified in the Final Terms (the **"Calculation Amount"**), multiplying the product by the relevant Day Count Fraction specified in the Final Terms, rounding the resulting figure to the nearest sub-unit of the specified currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the specified denomination of such Instrument divided by the Calculation Amount. For this purpose a **"sub-unit"** means, in the case of any currency other than Euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of Euro, means one cent. Such interest will be payable in arrears on such dates as are specified in the relevant Final Terms and on the maturity date specified in the Final Terms (the **"Maturity Date"**). Interest in respect of a period of less than one year will be calculated on the basis of the Day Count Fraction specified in the relevant Final Terms.
- 5A.02 Each Instrument will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 5A (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Instrument up to that day are received by or on behalf of the relevant Holder and (ii) the day which is seven days after the Fiscal Agent has notified the Holders that it has received all sums due in respect of the Instruments up to such seventh day (except to the extent that there is any subsequent default in payment).
- 5A.03 The amount of interest payable in respect of each Instrument for any Interest Period (the **"Interest Amount"**) shall be the relevant Fixed Coupon Amount and, if the Instruments are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount in respect of the relevant Specified Denomination.

5B ***Interest—Floating Rate***

- 5B.01 Instruments in relation to which this Condition 5B is specified in the relevant Final Terms as being applicable, shall bear interest at the rate or rates per annum (or otherwise) determined in accordance with this Condition 5B. Condition 5E and Condition 5F shall apply to Instruments to which this Condition 5B applies.
- 5B.02 Such Instruments shall bear interest from their Interest Commencement Date. Such interest will be payable on each Interest Payment Date (as defined in Condition 5E.02) and on the Maturity Date. Each Instrument will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Instrument up to that day are received by or on behalf of the relevant Holder and (ii) the day which is seven days after the Fiscal Agent has notified the Holders that it has received all sums due in respect of the Instruments up to such seventh day (except to the extent that there is any subsequent default in payment).
- 5B.03 The Final Terms in relation to each Series of Instruments in relation to which this Condition 5B is specified as being applicable shall specify which page (the "**Relevant Screen Page**") on Reuters or any other information vending service shall be applicable (or such other services or service as may be nominated as the information vendor for the purpose of displaying comparable rates in succession thereto).
- 5B.04 The Rate of Interest applicable to such Instruments for each Interest Period (as defined in Condition 5E.02) shall be determined by the Determination Agent (as defined in Condition 5E.05) on the following basis (subject to Condition 5F):
- (i) the Determination Agent will determine the rate for deposits (or, as the case may require, the arithmetic mean (rounded, if necessary, to the nearest ten thousandth of a percentage point, .00005 being rounded upwards) of the rates for deposits) in the relevant currency for a period of the duration of the relevant Interest Period on the Relevant Screen Page as of 11.00 a.m. (London time) two London Banking Days (or, in the case of Instruments denominated in Euro, two TARGET Business Days (as defined below)), before (or, if so specified in the relevant Final Terms, on) the first day of the relevant Interest Period or, if so specified in the relevant Final Terms, as of such time on such day as may be conventional in respect of the currency in which the Instruments are denominated (the "**Interest Determination Date**");
 - (ii) if, on any Interest Determination Date, no such rate for deposits so appears (or, as the case may be, if fewer than two such rates for deposits so appear) or if the Relevant Screen Page is unavailable, the Determination Agent will request appropriate quotations and will determine the arithmetic mean (rounded as aforesaid) of the rates at which deposits in the relevant currency are offered by four major banks in the London interbank market, (or, in the case of Instruments denominated or payable in Euro and where the Final Terms specifies an Interest Rate referable to EUR-EURIBOR, the Euro Zone interbank market), selected by the Determination Agent, at approximately 11.00 a.m. (London time) on the Interest Determination Date to prime banks in the London interbank market (or, in the case of Instruments denominated or payable in Euro and where the Final Terms specifies an Interest Rate referable to EUR-EURIBOR, the Euro Zone interbank market) for a period of the duration of the relevant Interest Period and in an amount that is representative for a single transaction in the relevant market at the relevant time;
 - (iii) if, on any Interest Determination Date, only two or three rates are so quoted (as referred to in Condition 5B.04(ii)), the Determination Agent will determine the arithmetic mean (rounded as aforesaid) of the rates so quoted; or
 - (iv) if fewer than two rates are so quoted (as referred to in Condition 5B.04(ii)), the Determination Agent will determine the arithmetic mean (rounded as aforesaid) of the rates quoted by four major banks in the Relevant Financial Centre (as defined in Condition 9C.03) (or, in the case of Instruments denominated in Euro, in such financial centre or

centres as the Determination Agent may select) selected by the Determination Agent, at approximately 11.00 a.m. (Relevant Financial Centre time (or local time at such other financial centre or centres as aforesaid)) on the first day of the relevant Interest Period for loans in the relevant currency to leading European banks for a period of the duration of the relevant Interest Period and in an amount that is representative for a single transaction in the relevant market at the relevant time,

and the Rate of Interest applicable to such Instruments during each Interest Period will be the sum of the relevant margin (the "**Relevant Margin**") specified in the relevant Final Terms and the rate (or, as the case may be, the arithmetic mean of rates) so determined **provided, however, that**, if the Determination Agent is unable to determine a rate (or, as the case may be, an arithmetic mean of rates) in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to such Instruments during such Interest Period will be the sum of the Relevant Margin and the rate (or as the case may be, the arithmetic mean of rates) determined in relation to such Instruments in respect of the last preceding Interest Period **provided always that** if there is specified in the relevant Final Terms a minimum interest rate or a maximum interest rate then the Rate of Interest shall in no event be less than or, as the case may be, exceed it. For the purposes of these Conditions, "**Euro Zone**" means the zone comprising the Member States of the European Union which adopt or have adopted the Euro as their lawful currency in accordance with the Treaty establishing the European Communities, as amended, "**London Banking Day**" means a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London and, "**TARGET Business Day**" means a day on which the Trans European Automated Real-Time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on November 19, 2007 (the "**TARGET 2 System**") is open as defined in the ISDA Definitions (see below).

5C **Interest—ISDA Determination**

If ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Instruments for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where "**ISDA Rate**" in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Determination Agent under an interest rate swap transaction if the Determination Agent were acting as Determination Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (i) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Final Terms;
- (ii) the Designated Maturity (as defined in the ISDA Definitions) is a period specified in the relevant Final Terms; and
- (iii) the relevant Reset Date (as defined in the ISDA Definitions) is either (A) if the relevant Floating Rate Option is based on the London inter-bank offered rate (LIBOR) for a currency, the first day of that Interest Period or (B) in any other case, as specified in the relevant Final Terms."

In these Conditions, "**ISDA Definitions**" means the 2006 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of the Instruments of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc.) or, if so specified in the relevant Final Terms, the 2000 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of the Instruments of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc.).

5D **Interest—Other Rates**

Instruments in relation to which this Condition 5D is specified in the relevant Final Terms as being applicable shall bear interest at the rate or rates calculated on the basis specified in, and be payable in the amounts and in the manner determined in accordance with, the relevant Final Terms.

5E ***Interest—Supplemental Provisions***

5E.01 Conditions 5E.02, 5E.03, 5E.04 and 5E.05 shall be applicable (as appropriate) in relation to all Instruments which are interest bearing.

Interest Payment Date Conventions

5E.02 The Final Terms in relation to each Series of Instruments in relation to which this Condition 5E.02 applies or is specified as being applicable shall specify which of the following business day conventions ("**Business Day Conventions**") shall be applicable, namely:

- (i) the "**FRN Convention**" or "**Eurodollar Convention**", in which case interest shall be payable in arrear on each date (each an "**Interest Payment Date**") which numerically corresponds to their Interest Commencement Date or such other date as may be specified in the relevant Final Terms or, as the case may be, the preceding Interest Payment Date in the calendar month which is the number of months specified in the relevant Final Terms after the calendar month in which such Interest Commencement Date or such other date as aforesaid or, as the case may be, the preceding Interest Payment Date occurred **provided that:**
 - (a) if there is no such numerically corresponding day in the calendar month in which an Interest Payment Date should occur, then the relevant Interest Payment Date will be the last day which is a Business Day (as defined in Condition 9C.03) in that calendar month;
 - (b) if an Interest Payment Date would otherwise fall on a day which is not a Business Day, then the relevant Interest Payment Date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and
 - (c) if such Interest Commencement Date or such other date as aforesaid or the preceding Interest Payment Date occurred on the last day in a calendar month which was a Business Day, then all subsequent Interest Payment Dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which such Interest Commencement Date or such other date as aforesaid or, as the case may be, the preceding Interest Payment Date occurred;
- (ii) the "**Following Business Day Convention**", in which case such date shall be postponed to the first following day that is a Business Day (each an "**Interest Payment Date**");
- (iii) the "**Modified Following Business Day Convention**" or "**Modified Business Day Convention**", in which case interest shall be payable in arrear on such dates (each an "**Interest Payment Date**") as are specified in the relevant Final Terms **provided that**, if any Interest Payment Date would otherwise fall on a date which is not a Business Day, the relevant Interest Payment Date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case the relevant Interest Payment Date will be the first preceding day which is a Business Day; or
- (iv) such other convention as may be specified in the relevant Final Terms.

Each period beginning on (and including) such Interest Commencement Date or such other date as aforesaid and ending on (but excluding) the first Interest Payment Date and each period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next Interest Payment Date is herein called an "**Interest Period**".

Notification of Rates of Interest, Interest Amounts and Interest Payment Dates

5E.03 The Determination Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Instrument for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by

the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the specified currency (the "**Specified Currency**") (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Instrument divided by the Calculation Amount. For this purpose a "**sub-unit**" means, in the case of any currency other than Euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of Euro, means one cent.

- 5E.04 The Determination Agent will cause each Rate of Interest, floating rate, Interest Payment Date, final day of a calculation period, Interest Amount, floating amount or other amounts, as the case may be, determined or calculated by it to be notified to the Issuer and the Fiscal Agent. The Fiscal Agent will cause all such determinations or calculations to be notified to the other Paying Agents and, in the case of Registered Instruments, the Registrar (from whose respective Specified Offices such information will be available) and, in the case of Instruments which are admitted to listing, trading and/or quotation on any listing authority, stock exchange and/or quotation system, to such listing authority, stock exchange and/or quotation system, in each case, as soon as practicable after such determination or calculation but in any event not later than the first day of the relevant Interest Period. Notice thereof shall also promptly be given to the Holders. The Determination Agent will be entitled to amend any Interest Amount, floating amount, Interest Payment Date or final day of a calculation period (or to make appropriate alternative arrangements by way of adjustment) without prior notice in the event of the extension or abbreviation of any relevant Interest Period or calculation period and such amendment will be notified in accordance with the first two sentences of this Condition 5E.04. If the Calculation Amount is less than the minimum Specified Denomination the Determination Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of an Instrument having the minimum Specified Denomination.
- 5E.05 The determination by the Determination Agent of all items to be determined by it shall, in the absence of manifest error, be final and binding on all parties. As used herein, the "**Determination Agent**" means the Fiscal Agent or such other agent as may be specified in the relevant Final Terms.

Day Count Fraction

- 5E.06 "**Day Count Fraction**" means, in respect of the calculation of an amount for any period of time ("**Calculation Period**"), such day count fraction as may be specified in the Final Terms and:
- (i) if "**Actual/Actual (ICMA)**" is so specified, means:
 - (a) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods normally ending in any year; and
 - (b) where the Calculation Period is longer than one Regular Period, the sum of:
 - (A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods normally ending in any year;

"**Regular Period**" means:

- (a) in the case of Instruments where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;

- (b) in the case of Instruments where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls;
- (c) in the case of Instruments where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and months (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period.
- (ii) if "**Actual/Actual (ISDA)**" is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the 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);
- (iii) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365;
- (iv) if "**Actual/360**" is so specified, means the actual number of days in the Calculation Period divided by 360;
- (v) if "**30/360**" is so specified, 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:

- "**Y₁**" is the year, expressed as a number, in which the first day of the Calculation Period falls;
- "**Y₂**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- "**M₁**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;
- "**M₂**" is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;
- "**D₁**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30;
- "**D₂**" 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 D₁ is greater than 29, in which case D₂ will be 30";
- (vi) if "**30E/360**" or "**Eurobond Basis**" is so specified, 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:

- "**Y₁**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

- "Y₂" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- "M₁" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;
- "M₂" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- "D₁" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and
- "D₂" 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 D₂ will be 30; and

- (vii) if "30E/360 (ISDA)" is so specified, 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:

- "Y₁" is the year, expressed as a number, in which the first day of the Calculation Period falls;
- "Y₂" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- "M₁" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;
- "M₂" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- "D₁" 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 D₁ will be 30; and
- "D₂" 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 D₂ will be 30,

provided, however, that in each such case the number of days in the Calculation Period is calculated from and including the first day of the Calculation Period to but excluding the last day of the Calculation Period.

5F ***Benchmark replacement***

Notwithstanding the provisions above in this Condition 5, if the Issuer (in consultation with the Determination Agent (or the person specified in the applicable Final Terms as the party responsible for calculating the Rate of Interest and the Interest Amount(s)) determines that a Benchmark Event has occurred when any Rate of Interest (or the relevant component part thereof) remains to be determined by reference to a Reference Rate, then the following provisions shall apply:

- (i) the Issuer shall use reasonable endeavours to appoint an Independent Adviser for the determination (with the Issuer's agreement) of a Successor Rate or, alternatively, if the Independent Adviser and the Issuer agree that there is no Successor Rate, an alternative rate (the "**Alternative Benchmark Rate**") and, in either case, an alternative screen page or source (the "**Alternative Relevant Screen Page**") and an Adjustment Spread (if applicable) no later than three (3) Business Days prior to the relevant Interest

Determination Date relating to the next succeeding Interest Period (the "**IA Determination Cut-off Date**") for purposes of determining the Rate of Interest applicable to the Instruments for all future Interest Periods (subject to the subsequent operation of this Condition 5F);

- (ii) the Alternative Benchmark Rate shall be such rate as the Independent Adviser and the Issuer acting in good faith agree has replaced the relevant Reference Rate in customary market usage for the purposes of determining floating rates of interest in respect of eurobonds denominated in the Specified Currency, or, if the Independent Adviser and the Issuer agree that there is no such rate, such other rate as the Independent Adviser and the Issuer acting in good faith agree is most comparable to the relevant Reference Rate, and the Alternative Relevant Screen Page shall be such page of an information service as displays the Alternative Benchmark Rate;
- (iii) 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 Benchmark Rate prior to the IA Determination Cut-off Date, the Reference Rate applicable to the immediate following Interest Period shall be the Reference Rate applicable as at the last preceding Interest Determination Date. If there has not been a first Interest Payment Date, the Reference Rate shall be the Reference Rate applicable to the first Interest Period. For the avoidance of doubt, any adjustment pursuant to this Condition 5F(iii) shall apply to the immediately following Interest Period only. Any subsequent Interest Period may be subject to the subsequent operation of this Condition 5F.
- (iv) if a Successor Rate or an Alternative Benchmark Rate and an Alternative Relevant Screen Page is determined in accordance with Conditions 5F(i) or 5F(ii), such Successor Rate or Alternative Benchmark Rate and Alternative Relevant Screen Page shall be the benchmark and the Relevant Screen Page in relation to the Instruments for all future Interest Periods (subject to the subsequent operation of this Condition 5F);
- (v) if the Independent Adviser, following consultation with the Issuer and acting in good faith, determines that (A) an Adjustment Spread is required to be applied to the Successor Rate or Alternative Benchmark Rate and (B) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or Alternative Benchmark Rate for each subsequent determination of a relevant Rate of Interest and Interest Amount(s) (or a component part thereof) by reference to such Successor Rate or Alternative Benchmark Rate;
- (vi) if a Successor Rate or an Alternative Benchmark Rate and/or Adjustment Spread is determined in accordance with the above provisions, the Independent Adviser (with the Issuer's agreement), may also specify changes to the Day Count Fraction, Business Day Convention, Business Days, Interest Determination Date and/or the definition of Reference Rate applicable to the Instruments, and the method for determining the fallback rate in relation to the Instruments, in order to follow market practice in relation to the Successor Rate or Alternative Benchmark Rate and/or Adjustment Spread, which changes shall apply to the Instruments for all future Interest Periods (subject to the subsequent operation of this Condition 5F); and
- (vii) the Issuer shall promptly following the determination of any Successor Rate or Alternative Benchmark Rate and Alternative Relevant Screen Page and Adjustment Spread (if any) give notice thereof and of any changes pursuant to sub-paragraph (vi) above to the Determination Agent, the Fiscal Agent and the holders of Instruments.

For the purposes of these Conditions,

"Adjustment Spread" means either a spread (which may be positive or negative) or a formula or methodology for calculating a spread, which the Issuer, following consultation with the Independent Adviser and acting in good faith, determines should be applied to the relevant Successor Rate or the relevant Alternative Benchmark Rate (as applicable), as a result of the replacement of the relevant Reference Rate with the relevant Successor Rate or the relevant Alternative Benchmark Rate (as applicable), and is the spread, formula or methodology which:

- (A) in the case of a Successor Rate, is recommended or formally provided as an option for parties to adopt, in relation to the replacement of the Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (B) (if no such recommendation has been made, or in the case of an Alternative Benchmark Rate), the Independent Adviser determines, is customarily applied to the relevant Successor Rate or Alternative Benchmark Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Reference Rate;
- (C) (if no such recommendation has been made, or in the case of an Alternative Benchmark Rate) the Independent Adviser determines, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Benchmark Rate (as the case may be); or
- (D) (if the Independent Adviser determines that no such industry standard is recognised or acknowledged) the Independent Adviser determines to be appropriate to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Holders as a result of the replacement of the Reference Rate with the Successor Rate or the Alternative Benchmark Rate (as the case may be).

"Benchmark Event" means:

- (A) the relevant Reference Rate has ceased to be published on the Relevant Screen Page as a result of such benchmark ceasing to be calculated or administered; or
- (B) a public statement by the administrator of the relevant Reference Rate that (in circumstances where no successor administrator has been or will be appointed that will continue publication of such Reference Rate) it has ceased publishing such Reference Rate permanently or indefinitely or that it will cease to do so by a specified future date (the "**Specified Future Date**"); or
- (C) a public statement by the supervisor of the administrator of the relevant Reference Rate that such Reference Rate has been or will, by a specified future date (the "**Specified Future Date**"), be permanently or indefinitely discontinued; or
- (D) a public statement by the supervisor of the administrator of the relevant Reference Rate that means that such Reference Rate will, by a specified future date (the "**Specified Future Date**"), be prohibited from being used or that its use will be subject to restrictions or adverse consequences, either generally or in respect of the Instruments; or
- (E) a public statement by the supervisor of the administrator of the relevant Reference Rate (as applicable) that, in the view of such supervisor, such Reference Rate is no longer representative of an underlying market or the methodology to calculate such Reference Rate has materially changed; or
- (F) it has or will, by a specified date within the following six months, become unlawful for the Determination Agent to calculate any payments due to be made to any holder of Instruments using the relevant Reference Rate (as applicable) (including, without limitation, under the Benchmarks Regulation (EU) 2016/1011, if applicable).

Notwithstanding the sub-paragraphs above, where the relevant Benchmark Event is a public statement within sub-paragraphs (B), (C) or (D) above and the Specified Future Date in the public statement is more than six months after the date of that public statement, the Benchmark Event shall not be deemed occur until the date falling six months prior to such Specified Future Date;

"Independent Adviser" means an independent financial institution of international repute or other independent financial adviser experienced in the international capital markets, in each case appointed by the Issuer at its own expense;

"Relevant Nominating Body" means, in respect of a benchmark or screen rate (as applicable): (i) 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 (ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof;

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

6. **Redemption and Purchase**

Redemption at Maturity

- 6.01 Unless previously redeemed, or purchased and cancelled, each Instrument shall be redeemed at its maturity redemption amount (the **"Final Redemption Amount"**, which shall be its principal amount or such other amount as may be specified in or determined in accordance with the relevant Final Terms) on the Maturity Date, subject as provided in Condition 9 (*Payments*).

Early Redemption for Taxation Reasons

- 6.02 If, in relation to any Series of Instruments, as a result of any amendment to or change in or in the official interpretation or administration of the laws, regulations or rulings of their jurisdiction of incorporation or, in any case, of any political subdivision thereof or any authority therein or thereof having power to tax which amendment or change is officially published and becomes effective on or after the date of issue of the first Tranche of such Instruments or such other date as may be specified in the relevant Final Terms, the Issuer or (as the case may be) the Guarantor (if a payment were to be made under the Guarantee) would be required, for reasons outside its control, and after making such endeavours as may be reasonable to avoid such requirement, to make any withholding or deduction referred to in Condition 8.01, the Issuer may at its option, at any time, on giving not more than 60 nor less than 30 days' notice to the Holders of Instruments in accordance with Condition 14 (which notice shall be irrevocable), redeem all, but not some only, of the outstanding Instruments comprising the relevant Series at their early tax redemption amount (the **"Early Redemption Amount (Tax)"**), which shall be their principal amount or, in the case of any original issue discount Instruments, the issue price of such Instruments on their original issuance plus accrued original issue discount to but, excluding the date fixed for redemption or such other redemption amount as may be specified in or determined in accordance with the relevant Final Terms), together with accrued interest (if any) thereon to but excluding the date fixed for redemption and any additional amounts payable under Condition 8.01 **provided that** no such notice of redemption shall be given earlier than (i) where the Instruments may be redeemed at any time, 90 days prior to the earliest date on which the Issuer or (as the case may be) the Guarantor would be obliged to pay such additional amounts if a payment in respect of the Instruments or (as the case may be) a payment under the Guarantee were then due; or (ii) where the Instruments may be redeemed only on an Interest Payment Date, 60 days prior to the Interest Payment Date occurring immediately before the earliest date on which the Issuer or the Guarantor (as the case may be) would be obliged to pay such additional amounts if a payment in respect of the Instruments or (as the case may be) a payment under the Guarantee were then due. Prior to the publication of any notice of redemption pursuant to this Condition 6.02, the Issuer shall deliver or procure there to be delivered to the Fiscal Agent a certificate signed by two directors (or, as the case may be, managing directors or other members of the governing body) of the Issuer stating that the obligation to make any such withholding or deduction cannot be avoided by the Issuer or (as the case may be) the Guarantor taking reasonable measures available to it.

Optional Early Redemption (Call)

- 6.03 If this Condition 6.03 is specified in the relevant Final Terms as being applicable (the **"Call Option"**), then the Issuer may, on giving not more than 60 nor less than 30 days' notice and subject to such conditions as may be specified in the relevant Final Terms, redeem all (but not, unless and

to the extent that the relevant Final Terms specifies otherwise, some only) of the Instruments at their call early redemption amount (the "**Optional Redemption Amount (Call)**"), which shall be their principal amount or, in the case of any original issue discount Instruments, the issue price of such Instruments on their original issuance plus accrued original issue discount to but excluding the date fixed for redemption (the "**Optional Redemption Date (Call)**") or such other call early redemption amount as may be specified in or determined in accordance with the relevant Final Terms), together with accrued interest (if any) thereon to but excluding the date fixed for redemption.

Where "**Make Whole Amount**" is specified in the Final Terms the Optional Redemption Amount (Call) shall be the higher of:

- (i) the outstanding principal amount of the Instruments to be redeemed; and
- (ii) the outstanding principal amount of the Instruments to be redeemed multiplied by the price (as reported in writing to the Issuer by any international financial institution or international credit institution appointed by the Issuer to act as financial adviser (the "**Financial Adviser**") expressed as a percentage and rounded to the next higher one ten-thousandth of a percentage point (0.0001 per cent.) at which the Gross Redemption Yield on the Instrument is equal to the Gross Redemption Yield at the Quotation Time on the Determination Date of the Reference Bond (or, where the Financial Adviser advises the Issuer that, for reasons of illiquidity or otherwise, such Reference Bond is not appropriate for such purpose, such other government stock as such Financial Adviser may recommend) plus the Redemption Margin,

together with interest accrued to but excluding the relevant Optional Redemption Date.

"**Determination Date**" has the meaning specified in the Final Terms.

"**Gross Redemption Yield**" means a yield calculated in accordance with generally accepted market practice at such time, as advised to the Issuer by the Financial Adviser.

"**Quotation Time**" has the meaning specified in the Final Terms.

"**Redemption Margin**" has the meaning specified in the Final Terms.

"**Reference Bond**" has the meaning specified in the Final Terms.

6.04 The notice referred to in Condition 6.03 is a notice given by the Issuer to the Fiscal Agent, the Registrar (in the case of Registered Instruments) and the Holders of the Instruments of the relevant Series, which notice shall be signed by two duly authorised officers of the Issuer and shall specify:

- (i) the Series of Instruments subject to redemption;
- (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Instruments of the relevant Series which are to be redeemed; and
- (iii) the due date for such redemption shall be a Business Day (as defined in Condition 9C.03).

Any such notice shall be irrevocable, and the delivery thereof shall oblige the Issuer to make the redemption therein specified.

Partial Redemption

6.05 If the Instruments of a Series are to be redeemed in part only on any date in accordance with Condition 6.03, in the case of Bearer Instruments, the Instruments to be redeemed shall be selected by the drawing of lots in such European city as the Fiscal Agent may specify, or identified in such other manner or in such other place as the Fiscal Agent may approve and deem appropriate and fair, subject always to compliance with all applicable laws and the requirements of any competent authority, stock exchange and/or quotation system (if any) by which the Instruments have then been admitted to listing, trading and/or quotation and the notice to Holders referred to in Condition

6.03 (*Optional Early Redemption (Call)*) shall specify the serial numbers of the Instruments so to be redeemed, and, in the case of Registered Instruments, each Instrument shall be redeemed in part in the proportion which the aggregate principal amount of the outstanding Instruments to be redeemed on the relevant Optional Redemption Date (Call) bears to the aggregate principal amount of outstanding Instruments on such date. If any maximum Redemption Amount or minimum Redemption Amount is specified in the relevant Final Terms, then the Optional Redemption Amount (Call) shall in no event be greater than the maximum or be less than the minimum so specified.

Optional Early Redemption (Put)

6.06 If this Condition 6.06 is specified in the relevant Final Terms as being applicable, then the Issuer shall, upon the exercise of the relevant option (the "**Put Option**") by the Holder of any Instrument redeem such Instrument on the date or the next of the dates specified in the relevant Final Terms (the "**Optional Early Redemption Date (Put)**") at its put early redemption amount (the "**Optional Redemption Amount (Put)**", which shall be its principal amount or, in the case of any original issue discount Instruments, the issue price of such Instruments on their original issuance plus accrued original issue discount to but excluding the Optional Early Redemption Date (Put) or such other put early redemption amount as may be specified in or determined in accordance with the relevant Final Terms) together with accrued interest (if any) thereon to but excluding the Optional Early Redemption Date (Put). In order to exercise the Put Option, the Holder must, not less than 45 days before the Optional Early Redemption Date (Put), deposit the relevant Instrument (together with any unmatured Coupons appertaining thereto) with, in the case of a Bearer Instrument, any Paying Agent or, in the case of a Registered Instrument, the Registrar together with a duly completed redemption notice (the "**Put Option Notice**") in the form which is available from the specified office of any of the Paying Agents or, as the case may be, the Registrar. The Paying Agent or, as the case may be, the Registrar, with which an Instrument is so deposited shall deliver a duly completed receipt (a "**Put Option Receipt**") to the depositing Holder. No Instrument, once deposited with a duly completed Put Option Notice in accordance with this Condition 6.06, may be withdrawn; **provided, however, that** if, prior to the relevant Optional Redemption Date (Put), any such Instrument becomes immediately due and payable or, upon due presentation of any such Instrument on the relevant Optional Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the relevant Paying Agent shall mail notification thereof to the depositing Holder at such address as may have been given by such Holder in the relevant Put Option Notice and shall hold such Instrument at its specified office for collection by the depositing Holder against surrender of the relevant Put Option Receipt. For so long as any outstanding Instrument is held by a Paying Agent in accordance with this Condition 6.06, the depositor of such Instrument and not such Paying Agent shall be deemed to be the Holder of such Instrument for all purposes.

Purchase of Instruments

6.07 The Issuer, the Guarantor or any of its affiliated companies may at any time purchase Instruments in the open market or otherwise and at any price **provided that** any unmatured Coupons appertaining thereto are attached or surrendered therewith. Any Instruments purchased in accordance with this Condition 6.07 may, at the option of the purchaser thereof, be cancelled or resold. If purchases are made by public tender, such tender must be available to all Holders of Instruments alike.

Cancellation of Redeemed Instruments

6.08 Except as provided for in Condition 6.07, all Instruments redeemed in accordance with this Condition 6 (**provided that**, in the case of interest bearing Instruments, all unmatured Coupons appertaining thereto are attached or surrendered therewith) will be cancelled and may not be reissued or resold.

Redemption Amount

6.09 For the purposes of these Conditions:

- (i) "**Redemption Amount**" means, as appropriate, the Final Redemption Amount, the Early Redemption Amount (Tax), the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), the Early Termination Amount or such other amount in the nature of a redemption amount as may be specified in, or determined in accordance with the provisions of, the relevant Final Terms; and
- (ii) "**Early Termination Amount**" means, in respect of any Instrument, its principal amount or such other amount as may be specified in, or determined in accordance with, these Conditions or the relevant Final Terms.

7. Events of Default

7.01 Unless otherwise specified in the relevant Final Terms, if any of the following events or circumstances (each an "**Event of Default**") occur in relation to the Instruments, namely:

(i) ***Non-payment***

default is made in any payment of principal or interest due in respect of any Instrument for a period of more than 21 days after the date on which the same shall have become due and payable; or

(ii) ***Breach of Other Obligations***

the Issuer defaults in the performance or observance of any of its other obligations under the Instruments, which default continues for 90 days after written notice requiring such default to be remedied shall have been given by the Holder of any Instrument to the Issuer at the specified office of the Fiscal Agent; or the Guarantor defaults in the performance or observance of any of its other obligations set out in the Guarantee which default continues for 90 days after written notice requiring such default to be remedied shall have been given by the Holder of any Instrument to the Guarantor at the Specified Office of the Fiscal Agent; or

(iii) ***Cross Default***

the Issuer, ABB Ltd or any Material Subsidiary fails to pay, when due, either at final stated maturity (if the failure lasts for more than 30 calendar days), upon redemption, upon exercise of a repurchase right, upon acceleration or otherwise, any Indebtedness for money borrowed by the Issuer, ABB Ltd or any Material Subsidiary in excess of U.S.\$100,000,000 principal amount under any bond, debenture, note or other evidence of Indebtedness, or a default under any such bond, debenture, note or other evidence of Indebtedness has resulted in the acceleration prior to the final stated maturity of the principal amount thereof in excess of U.S.\$100,000,000; or

(iv) ***Bankruptcy, Insolvency or Reorganisation***

(1) where ABB Netherlands is the Issuer:

- (a) ABB Netherlands is adjudicated to be bankrupt or unable to pay its debts as they fall due or applies for a *surséance van betaling* or *faillissement* (within the meaning of the Bankruptcy Act of The Netherlands) in respect of itself or the whole or any part of its undertaking, property, assets or revenues or takes any proceeding under any law for a readjustment or deferment of its obligations or any part of them or makes or enters into a general assignment or an arrangement or composition with or for the benefit of its creditors or stops or threatens to cease to carry on its business or any substantial part of its business; or

- (b) an order is made or an effective resolution passed for the winding-up of ABB Netherlands; or
- (2) where ABB USA is the Issuer:
- (a) ABB USA is adjudicated to be bankrupt or is unable to pay its debts as they mature or an application is made by ABB USA under any applicable liquidation, insolvency, composition, reorganisation or similar laws for the appointment of an administrative or other receiver, manager, administrator or other similar official in respect of ABB USA or the whole or any part of the undertaking, property, assets or revenues of ABB USA or ABB USA takes any proceeding under any applicable law for a readjustment or deferment of its obligations or any part of them or makes or enters into a general assignment or an arrangement or composition with or for the benefit of its creditors or stops or threatens to cease to carry on its business or any substantial part of its business; or
 - (b) an order is made or an effective resolution passed for the winding-up of ABB USA;
- (3) in the case of ABB Ltd:
- (a) ABB Ltd becomes insolvent or is unable to pay its debts as they mature, stops or suspends payment of all or a material part of its debts, proposes or makes a stay of execution, a postponement of payments (*Stillhaltevereinbarung*) or ABB Ltd takes any proceeding under any applicable law for a readjustment or deferment of its obligations or any part of them or makes or enters into a general assignment or an arrangement or composition with or for the benefit of its creditors or stops or threatens to cease to carry on its business or any substantial part of its business; or
 - (b) an order is made or an effective resolution passed for the winding-up of ABB Ltd; or
 - (c) any event or circumstance shall occur under the laws of Switzerland in relation to ABB Ltd which is analogous to any event or circumstance described in either of sub paragraphs 3(a) or (b) above; or
- (4) in the event that a Substituted Debtor (as defined in Condition 15 (*Substitution*)) shall have become the principal debtor in respect of the Instruments pursuant to Condition 15 (*Substitution*) and such Substituted Debtor is incorporated in The Netherlands then paragraphs (iv)(1)(a) and (iv)(1)(b) above shall apply as appropriate as if such Substituted Debtor were the Issuer; or,
- (5) in the event that a Substituted Debtor (as defined in Condition 15 (*Substitution*)) shall have become the principal debtor in respect of the Instruments pursuant to Condition 15 (*Substitution*) and such Substituted Debtor is incorporated in the United States then paragraphs (iv)(2)(a) and (iv)(2)(b) above shall apply as appropriate as if such Substituted Debtor were the Issuer; or,
- (6) if the Substituted Debtor is incorporated in a country other than The Netherlands or the United States:
- (a) such Substituted Debtor becomes insolvent or is unable to pay its debts as they mature or an application is made under any applicable liquidation, insolvency, composition, reorganisation or similar laws or an application is made for the appointment of an administrative or other receiver, manager, administrator or other similar official in respect of such Substituted Debtor or the whole or any part of the undertaking, property, assets or revenues of such Substituted Debtor or such Substituted Debtor takes any proceeding under any applicable law for a readjustment or

deferment of its obligations or any part of them or makes or enters into a general assignment or an arrangement or composition with or for the benefit of its creditors or stops or threatens to cease to carry on its business or any substantial part of its business; or

- (b) an order is made or an effective resolution passed for the winding-up of such Substituted Debtor; or
- (c) any event or circumstance shall occur under the laws of any applicable jurisdiction in relation to the Substituted Debtor which is analogous to any event or circumstance described in either of sub-paragraphs 6 (a) or (b) above; or

(v) **Guarantee**

the Guarantee is not (or is claimed by ABB Ltd, not to be) in full force and effect,

then any Holder of an Instrument may, by written notice to the Issuer and the Guarantor, at the Specified Office of the Fiscal Agent, declare that such Instrument and (if the Instrument is interest bearing) all interest then accrued on such Instrument shall be forthwith due and payable, whereupon the same shall become immediately due and payable at its early termination amount (the "**Early Termination Amount**", which shall be its principal amount or, in the case of any original issue discount Instruments, the issue price of such Instruments on their original issuance plus accrued original issue discount to but excluding the date fixed for redemption or such other early termination amount as may be specified in or determined in accordance with the relevant Final Terms) together with all interest (if any) accrued thereon to but excluding the date fixed for redemption without further formality, unless, prior to receipt of such notice by the Fiscal Agent at its Specified Office, all Events of Default in respect of the Instruments of the relevant Series shall have been cured.

8. **Taxation**

8.01 This Condition 8.01 applies to the Instruments of ABB Netherlands as Issuer and any Substituted Debtor which is not incorporated or resident for tax purposes in any state of the United States only.

All amounts payable (whether in respect of principal, Redemption Amount or interest) in respect of the Instruments by or on behalf of the Issuer and the Guarantor will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the Issuer's jurisdiction of incorporation or the Guarantor's jurisdiction of incorporation or any political subdivision thereof or any authority therein or thereof having power to tax (collectively, "**Taxes**"), unless the withholding or deduction of the Taxes is required by law. In that event, subject to the exceptions and limitations set forth below, the Issuer or (as the case may be) the Guarantor will pay such additional amounts as may be necessary in order that the net amounts receivable by the Holder of any Instrument or Coupon after such withholding or deduction shall equal the respective amounts which would have been receivable by such Holder in the absence of such withholding or deduction; except that no such additional amounts shall be payable in relation to any payment in respect of any Instrument or Coupon:

- (i) to, or to a third party on behalf of, a Holder or beneficial owner of such Instrument or Coupon who is liable for such Taxes in respect of such Instrument or Coupon by reason of his having some connection with the jurisdiction by which such Taxes have been imposed, levied, collected, withheld or assessed other than the mere holding of such Instrument or Coupon; or
- (ii) presented or surrendered for payment more than 30 days after the Relevant Date, except to the extent that the relevant Holder would have been entitled to such additional amounts on presenting or surrendering the same for payment on the last day of the period of 30 days assuming that day to have been a day on which the Holder of such Instrument or Coupon is entitled to receive payment in accordance with Condition 9A.05 (*Payments* –

Bearer Instruments) or, as the case may be, Condition 9B.02 (*Payments – Registered Instruments*); or

- (iii) to, or to a third party on behalf of, a Holder or beneficial owner of such Instrument or Coupon who is able to avoid such withholding or deduction by presenting any form or certificate and/or making a declaration of non-residence or other similar claim for exemption to the relevant tax authority, or to the extent that such Holder or beneficial owner is able to credit or obtain a refund of such amount withheld or deducted from any tax authority; or
- (iv) where such taxes, duties, assessments or other governmental charges are imposed on a payment in respect of the Instruments required to be made pursuant to laws enacted by Switzerland providing for the taxation of payments according to principles similar to those laid down in the draft legislation of the Swiss Federal Council of 3 April 2020 altering the debtor-based Swiss federal withholding tax system to a paying-agent system where a person other than the Issuer has to withhold tax on any interest payments or securing of interest payments; or
- (v) where such taxes, withholdings, or deductions are imposed in respect of Sections 1471 through 1474 of the United States Internal Revenue Code of 1986, as amended (the "**Code**"), the regulations thereunder, official interpretations thereof, agreements entered into pursuant to section 1471(b) of the Code, and certain fiscal or regulatory legislation, rules or practices adopted pursuant to intergovernmental agreements entered into in connection with the implementation of such sections of the Code; or
- (vi) held by or on behalf of a Holder who would have been able to avoid such withholding or deduction (a) by presenting the relevant Instrument or Coupon to another paying agent or (b) by authorising the paying agent to report information in accordance with the procedure laid down by the relevant tax authority or by producing, in the form required by the relevant tax authority, a declaration, claim, certificate, document or other evidence establishing exemption therefrom; or
- (vii) in respect of any estate, inheritance, gift, sales, transfer, wealth or personal property tax or any similar tax, duty, assessment or governmental charge; or
- (viii) in respect of any Taxes that are not payable by withholding by the Issuer or (as the case may be) the Guarantor, or by a Paying Agent, from the payment of the amount payable (whether in respect of principal, Redemption Amount or interest) in respect of such Instrument; or
- (ix) in respect of any combination of items (i) to (viii) (inclusive) above.

8.02 This Condition 8.02 applies to the Instruments of ABB USA as Issuer and any Substituted Debtor incorporated or resident for tax purposes in any state of the United States.

All amounts payable (whether in respect of principal, Redemption Amount or interest) in respect of the Instruments by or on behalf of the Issuer and the Guarantor will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the United States or the Guarantor's jurisdiction of incorporation or any political subdivision thereof or any authority therein or thereof having power to tax (collectively, "**Taxes**"), unless the withholding or deduction of the Taxes is required by law. In that event, subject to the exceptions and limitations set forth below, the Issuer or (as the case may be) the Guarantor will pay such additional amounts as may be necessary in order that the net amounts receivable by the Holder of any Instrument or Coupon after such withholding or deduction shall equal the respective amounts which would have been receivable by such Holder in the absence of such withholding or deduction; except that no such additional amounts shall be payable in relation to any payment in respect of any Instrument or Coupon:

- (i) to, or to a third party on behalf of, a Holder or beneficial owner of such Instrument or Coupon who is liable for such Taxes in respect of such Instrument or Coupon by reason

of his having some connection with the jurisdiction by which such Taxes have been imposed, levied, collected, withheld or assessed other than the mere holding of such Instrument or Coupon; or

- (ii) presented or surrendered for payment more than 30 days after the Relevant Date, except to the extent that the relevant Holder would have been entitled to such additional amounts on presenting or surrendering the same for payment on the last day of the period of 30 days assuming that day to have been a day on which the Holder of such Instrument or Coupon is entitled to receive payment in accordance with Condition 9A.05 (*Payments – Bearer Instruments*) or, as the case may be, Condition 9B.02 (*Payments – Registered Instruments*); or
- (iii) to, or to a third party on behalf of, a Holder or beneficial owner of such Instrument or Coupon who is able to avoid such withholding or deduction by complying with any applicable certification, identification or other reporting requirements (including any appropriate IRS Form W-8 or IRS Form W-9) concerning the nationality, residence or identity of the Holder, beneficial owner of such Instrument or Coupon or third party, or its connection (or lack thereof) with a relevant jurisdiction, or to the extent that such Holder or beneficial owner is able to credit or obtain a refund of such amount withheld or deducted from any tax authority; or
- (iv) to the extent such withholding or deduction is imposed because the Instruments or Coupons is held by a Holder or if an interest in such Instrument or Coupon owned by a beneficial owner which is or was a personal holding company, foreign personal holding company or passive foreign investment company with respect to the United States or a corporation that accumulates earnings to avoid United States federal income tax; or
- (v) if such tax is an estate, inheritance, gift, sales, transfer or personal property tax or any similar tax, assessment, or governmental charge; or
- (vi) to the extent such withholding or deduction is imposed because the Instruments or Coupons is held by a Holder or if an interest in such Instrument or Coupon owned by a beneficial owner which is or has been a "10 per cent. shareholder" of the obligor of the Instrument as defined in Section 871(h)(3) of the Code or any successor provisions; or
- (vii) where such taxes, duties, assessments or other governmental charges are imposed on a payment in respect of the Instruments required to be made pursuant to laws enacted by Switzerland providing for the taxation of payments according to principles similar to those laid down in the draft legislation of the Swiss Federal Council of 3 April 2020 altering the debtor-based Swiss federal withholding tax system to a paying-agent system where a person other than the Issuer has to withhold tax on any interest payments or securing of interest payments; or
- (viii) where such taxes, withholdings, or deductions are imposed in respect of Sections 1471 through 1474 of the Code, the regulations thereunder, official interpretations thereof, agreements entered into pursuant to section 1471(b) of the Code, and certain fiscal or regulatory legislation, rules or practices adopted pursuant to intergovernmental agreements entered into in connection with the implementation of such sections of the Code; or
- (ix) held by or on behalf of a Holder who would have been able to avoid such withholding or deduction (a) by presenting the relevant Instrument or Coupon to another paying agent or (b) by authorising the paying agent to report information in accordance with the procedure laid down by the relevant tax authority or by producing, in the form required by the relevant tax authority, a declaration, claim, certificate, document or other evidence establishing exemption therefrom; or
- (x) in respect of any Taxes that are not payable by withholding by the Issuer or (as the case may be) the Guarantor, or by a Paying Agent, from the payment of the amount payable (whether in respect of principal, Redemption Amount or interest) in respect of such Instrument; or

- (xi) in respect of any combination of items (i) to (x) (inclusive) above.
- 8.03 For the purposes of these Conditions, the "**Relevant Date**" means, in respect of any payment, the date on which such payment first becomes due and payable, but if the full amount of the moneys payable has not been received by the Fiscal Agent, or as the case may be, the Registrar on or prior to such due date, it means the first date on which, the full amount of such moneys having been so received, notice to that effect shall have been given to the Holders of the Instruments of the relevant Series in accordance with Condition 14 (*Notices*).
- 8.04 Any reference in these Conditions to principal, Redemption Amount and/or interest in respect of the Instruments shall be deemed also to refer to any additional amounts which may be payable under this Condition 8.
9. **Payments**
- 9A ***Payments—Bearer Instruments***
- 9A.01 This Condition 9A is applicable in relation to Bearer Instruments.
- 9A.02 Payment of principal due in respect of Bearer Instruments will be made against presentation and (**provided that** payment is made in full) surrender of the relevant Bearer Instruments at the Specified Office of any of the Paying Agents outside (unless Condition 9A.04 applies) the United States.
- 9A.03 Payment of interest on Bearer Instruments shall be made only against presentation and (**provided that** payment is made in full) surrender of the appropriate Coupons at the Specified Office of any of the Paying Agents outside (unless Condition 9A.04 applies) the United States.
- 9A.04 Payments of principal or interest in respect of the Bearer Instruments and exchanges of Talons for Coupon sheets in accordance with Condition 9A.10 will not be made at the Specified Office of any Paying Agent in the United States (as defined in the Code and Regulations thereunder), nor will any such payments be made by wire transfer to an account maintained in the United States unless (a) payment in full of amounts due in respect of interest on such Instruments when due or, as the case may be, the exchange of Talons at all the Specified Offices of the Paying Agents outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions, (b) such payment or exchange is permitted by applicable United States law and (c) the Bearer Instruments are denominated and payable in United States dollars. If paragraphs (a) to (c) of the previous sentence apply, the Issuer shall forthwith appoint a further Paying Agent with a Specified Office in New York City. Payments of interest other than in respect of matured Coupons shall be made only against presentation of the relevant Bearer Instruments at the Specified Office of any Paying Agent outside the United States.
- 9A.05 If the due date for payment of any amount due in respect of any Bearer Instrument is not a Relevant Financial Centre Day in the place of presentation, then the Holder thereof will not be entitled to payment thereof until the next succeeding Relevant Financial Centre Day in such place and no further payment on account of interest or otherwise shall be due in respect of such postponed payment.
- 9A.06 If the relevant Final Terms specifies that the Fixed Rate Instrument Provisions are applicable and a Bearer Instrument which had coupons attached is presented without all unmatured Coupons relating thereto:
- (i) if the aggregate amount of the missing Coupons is less than or equal to the amount of principal due for payment, a sum equal to the aggregate amount of the missing Coupons will be deducted from the amount of principal due for payment; **provided, however, that** if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of such missing Coupons which the gross amount actually available for payment bears to the amount of principal due for payment;

- (ii) if the aggregate amount of the missing Coupons is greater than the amount of principal due for payment:
 - (A) so many of such missing Coupons shall become void (in inverse order of maturity) as will result in the aggregate amount of the remainder of such missing Coupons (the "**Relevant Coupons**") being equal to the amount of principal due for payment; **provided, however, that** where this sub-paragraph would otherwise require a fraction of a missing Coupon to become void, such missing Coupon shall become void in its entirety; and
 - (B) a sum equal to the aggregate amount of the Relevant Coupons (or, if less, the amount of principal due for payment) will be deducted from the amount of principal due for payment; **provided, however, that**, if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of the Relevant Coupons (or, as the case may be, the amount of principal due for payment) which the gross amount actually available for payment bears to the amount of principal due for payment.

Each sum of principal so deducted shall be paid in the manner provided in Condition 9C.02 against presentation and (**provided that** payment is made in full) surrender of the relevant missing Coupons.

- 9A.07 If the relevant Final Terms specifies that this Condition 9A.07 is applicable or that the Floating Rate Instrument Provisions are applicable, on the due date for final redemption of any Instrument or early redemption in whole of such Instrument pursuant to Condition 6.02 (*Early Redemption for Taxation Reasons*), Condition 6.06 (*Optional Early Redemption (Put)*), Condition 6.03 (*Optional Early Redemption (Call)*) or Condition 7 (*Events of Default*), all unmatured Coupons relating thereto (whether or not still attached) shall become void and no payment will be made in respect thereof.
- 9A.08 If a Paying Agent makes a partial payment in respect of any Bearer Instrument or Coupon presented to it for payment, such Paying Agent will endorse thereon a statement indicating the amount and date of such payment.
- 9A.09 All payments in respect of the Bearer Instruments are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 8 (*Taxation*). No commissions or expenses shall be charged to the Holders of Instruments or Coupons in respect of such payments.
- 9A.10 In relation to Definitive Instruments initially delivered with Talons attached thereto, on or after the due date for the payment of interest on which the final Coupon comprised in any Coupon sheet matures, the Talon comprised in the Coupon sheet may be surrendered at the Specified Office of any Paying Agent outside (unless Condition 9A.04 applies) the United States in exchange for a further Coupon sheet (including any appropriate further Talon), subject to the provisions of Condition 10 (*Prescription*) below. Each Talon shall, for the purpose of these Conditions, be deemed to mature on the due date for the payment of interest on which the final Coupon comprised in the relative Coupon sheet matures.

9B *Payments—Registered Instruments*

- 9B.01 This Condition 9B is applicable in relation to Registered Instruments.
- 9B.02 Payment of amounts due in respect of Registered Instruments on the final redemption of Registered Instruments will be made against presentation and, save in the case of partial payment of the amount due upon final redemption by reason of insufficiency of funds, surrender of the relevant Certificates at the Specified Office of the Registrar.
- 9B.03 Payment of amounts due (other than in respect of the final redemption of Registered Instruments) in respect of Registered Instruments will be paid to the Holder thereof (or, in the case of joint Holders, the first named) as appearing in the register kept by the Registrar as at the opening of

business (local time in the place of the Specified Office of the Registrar) on the fifteenth day before the due date for such payment (the "**Record Date**").

- 9B.04 All payments in respect of the Registered Instruments are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 8 (*Taxation*). No commissions or expenses shall be charged to the Holders in respect of such payments.
- 9B.05 Where payment is to be made by transfer to an account, payment instructions (for value the due date, or, if the due date is not Relevant Financial Centre Day, for value the next succeeding Relevant Financial Centre Day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed (i) (in the case of payments of principal and interest payable on redemption) on the later of the due date for payment and the day on which the relevant Certificate is surrendered (or, in the case of part payment only, endorsed) at the Specified Office of a Paying Agent and (ii) (in the case of payments of interest payable other than on redemption) on the due date for payment. A Holder of a Registered Instrument shall not be entitled to any interest or other payment in respect of any delay in payment resulting from (A) the due date for a payment not being a Relevant Financial Centre Day or (B) a cheque mailed in accordance with this Condition 9 arriving after the due date for payment or being lost in the mail.
- 9B.06 If a Paying Agent makes a partial payment in respect of any Registered Instrument, the Issuer shall procure that the amount and date of such payment are noted on the Register and, in the case of partial payment upon presentation of a Certificate, that a statement indicating the amount and the date of such payment is endorsed on the relevant Certificate.
- 9B.07 Notwithstanding the provisions of Condition 9C.02 (*Payments – General Provisions*), payment of amounts due (other than in respect of final redemption of Registered Instruments) in respect of Registered Instruments will be made by cheque and posted to the address (as recorded in the register held by the Registrar) of the Holder thereof (or, in the case of joint Holders, the first named) not later than the relevant date for payment unless prior to the relevant Record Date the Holder thereof (or, in the case of joint Holders, the first named) has applied to the Registrar and the Registrar has acknowledged such application for payment to be made to a designated account in the relevant currency (in the case aforesaid, a non-resident account with an authorised foreign exchange bank).

9C *Payments—General Provisions*

- 9C.01 Save as otherwise specified herein, this Condition 9C is applicable in relation to Instruments whether in bearer or in registered form.
- 9C.02 Payments of amounts due in respect of Instruments will be made by (a) transfer to an account in the relevant currency specified by the payee or (b) cheque drawn in the currency on which payment is due. Payments will, without prejudice to the provisions of Condition 8, be subject in all cases to any applicable fiscal or other laws and regulations.
- 9C.03 For the purposes of these Conditions:
- (i) "**Business Day**" means a day:
- in relation to Instruments payable in Euro, which is a TARGET Business Day; and
 - in relation to Instruments payable in any other currency, on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) and settle payments in the Relevant Financial Centre in respect of the relevant Instruments; and
 - on which commercial banks and foreign exchange markets are open for general business and settle payments (including dealings in foreign exchange and foreign currency deposits) in any place specified in the relevant Final Terms;

- (ii) "**Relevant Financial Centre**" means such financial centre or centres as may be specified in relation to the relevant currency for the purposes of the definition of "**Business Day**" in the ISDA Definitions;
- (iii) "**Relevant Financial Centre Day**" means:
- (1) if the currency of payment is not Euro, any day which is:
- (a) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
- (b) in the case of payment by transfer to an account, a day on which dealings in foreign currencies may be carried on in the Relevant Financial Centre and in each (if any) additional financial centre specified in the relevant Final Terms; and
- (2) if the currency of payment is Euro, any day which is:
- (a) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
- (b) in the case of payment by transfer to an account, a TARGET Business Day and a day on which dealings in foreign currencies may be carried on in each (if any) additional financial centre specified in the Final Terms;
- and, in the case of (i), (ii) or (iii) of this Condition 9C.03, as the same may be modified in the relevant Final Terms.

10. **Prescription**

- 10.01 Bearer Instruments and Coupons (including any claims against the Issuer in respect thereof) will become void unless made within ten years (or, in the case of interest, five years) after the Relevant Date (as defined in Condition 8.02 (*Taxation*)) for payment thereof.
- 10.02 Claims against the Issuer in respect of Registered Instruments will be prescribed unless made within ten years after the Relevant Date (as defined in Condition 8.02 (*Taxation*)) for payment thereof.

11. **The Paying Agents and the Registrars**

In acting under the Fiscal Agency Agreement and in connection with the Instruments and the Coupons, the Paying Agents act solely as agents of the Issuer and the Guarantor and do not assume any obligations towards or relationship of agency or trust for or with any of the Holders of Instruments or Coupons.

The initial Paying Agent and Registrar and their respective initial Specified Offices are specified herein. The Issuer and the Guarantor reserve the right at any time to vary or terminate the appointment of any Paying Agent (including the Fiscal Agent) or the Registrar and to appoint additional or other Paying Agents or another Registrar **provided that** they will at all times maintain (i) a Fiscal Agent, (ii) in the case of Registered Instruments, a Registrar (which may be the Fiscal Agent), (iii) a Paying Agent (which may be the Fiscal Agent) with a specified office in continental Europe (but outside the United Kingdom), (iv) so long as any Instruments are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system which requires the appointment of a paying agent in any particular place, a paying agent having its Specified Office in the place required by such listing authority, stock exchange and/or quotation system and (v) in the circumstances described in Condition 9A.04, a Paying Agent with a specified office in New York City. The Paying Agent and the Registrar reserve the right at any time to change their respective offices to some other Specified Office in the same city. Notice of all changes in the identities or Specified Offices of the Paying Agents or the Registrar will be given promptly to the Holders of the Instruments in accordance with Condition 14 (*Notices*).

12. **Replacement of Instruments**

If any Instrument, Certificate or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Fiscal Agent outside of the United States (in the case of Bearer Instruments and Coupons) or of the Registrar (in the case of Registered Instruments), (and, if the Instruments are then admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent in any particular place, the Paying Agent having its Specified Office in the place required by such listing authority, stock exchange and/or quotation system), subject to all applicable laws and listing authority, stock exchange and/or quotation system requirements, upon payment by the claimant of all expenses incurred in connection with such replacement and upon such terms as to evidence, security, indemnity and otherwise as the Issuer may require. Mutilated or defaced Instruments, Certificates or Coupons must be surrendered before replacements will be delivered therefor.

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

The Fiscal Agency Agreement contains provisions for convening meetings of the Holders of Instruments of any Series to consider any matter affecting their interest, including (without limitation) the modification by Extraordinary Resolution (as defined in the Fiscal Agency Agreement) of these Conditions. Such a meeting may be convened by the Issuer and the Guarantor (acting together) and shall be convened by them upon the request in writing of Holders holding not less than one-tenth of the aggregate principal amount of the outstanding Instruments. Any such modification proposed by the Issuer and the Guarantor may be made if sanctioned by an Extraordinary Resolution. The quorum for any meeting convened to consider an Extraordinary Resolution will be two or more persons holding or representing in the aggregate one more than half of the aggregate principal amount outstanding (as defined in the Fiscal Agency Agreement) of the Instruments of the relevant Series for the time being outstanding, or at any adjourned meeting two or more persons being or representing Holders of Instruments whatever the principal amount outstanding of the Instruments held or represented, unless the business of such meeting includes consideration of proposals, *inter alia* (i) to vary the date of maturity or any date of redemption (other than pursuant to Condition 6.02 (*Early Redemption for Taxation Reasons*) or 6.03 (*Optional Early Redemption (Call)*)) of any of the Instruments of the relevant Series or any date for payment of any principal or interest in respect thereof, (ii) to reduce or cancel the principal amount of the Instruments of the relevant Series or any amount payable thereon, or to vary any provision regarding the calculation of the rate of interest or any other amount payable thereon or to vary the rate of discount, rate of amortisation or any other rate of return applicable thereto, (iii) to modify the provisions concerning the quorum required at any meeting of Holders of Instruments in respect of the Instruments of the relevant Series or any adjournment thereof or concerning the majority required to pass an Extraordinary Resolution, (iv) to vary the currency in which any payment (or other obligation) in respect of the Instruments of the relevant Series is to be made, (v) to modify any provision of the Guarantee, or (vi) to modify this proviso, in which case the necessary quorum will be two or more persons holding or representing at least three quarters, or at any adjourned meeting at least one quarter, in aggregate principal amount outstanding of the Instruments of the relevant Series for the time being outstanding. An Extraordinary Resolution duly passed at any meeting of the Holders of Instruments of any Series will be binding on all Holders of the Instruments of such Series, whether or not they are present at the meeting, and on all Holders of Coupons (if any).

In addition, a resolution in writing signed by or on behalf of all Holders who for the time being are entitled to receive notice of a meeting of Holders will take effect as if it were an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Holders.

The Instrument, these Conditions, the Guarantee and the Deed of Covenant may be amended without the consent of the Holders of Instruments or Coupons to correct a manifest error. In addition, the parties to the Fiscal Agency Agreement may agree to modify any provision thereof, but the Issuer and the Guarantor shall not agree, without the consent of the Holders, to any such modification unless it is of a formal, minor or technical nature, it is made to correct a manifest error or it is, in the opinion of such parties, not materially prejudicial to the interests of the Holders.

14. Notices

Notices to Holders of Bearer Instruments

14.01 Notices to Holders of Bearer Instruments will, save where another means of effective communication has been specified in the relevant Final Terms be deemed to be validly given if published in a leading English language daily newspaper having general circulation in London (which is expected to be the *Financial Times*) and, if the Instruments are admitted to trading on the Luxembourg Stock Exchange and it is a requirement of applicable law or regulations, a leading newspaper having general circulation in Luxembourg (which is expected to be *Luxemburger Wort*) or published on the website of the Luxembourg Stock Exchange (www.bourse.lu) or in either case, if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe. Any notice so given will be deemed to have been validly given on the date of first publication (or if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers).

Holders of Coupons will be deemed for all purposes to have notice of the contents of any notice given to Holders of Bearer Instruments in accordance with this Condition.

Notices to Holders of Registered Instruments

14.02 Notices to Holders of Registered Instruments will be deemed to be validly given if sent by first class mail (or equivalent) or (if posted to an overseas address) by air mail to them (or, in the case of joint Holders, to the first named in the register kept by the Registrar) at their respective addresses as recorded in the register kept by the Registrar and, if the Registered Instruments are admitted to trading on the Luxembourg Stock Exchange and it is a requirement of applicable law or regulations, notices to Holders will be published on the date of such mailing in a leading newspaper having general circulation in Luxembourg (which is expected to be *Luxemburger Wort*) or published on the website of the Luxembourg Stock Exchange (www.bourse.lu) or in either case, if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe. Any such notice will be deemed to have been validly given on the fourth day after the date of such mailing or, if posted from another country, on the fifth such day.

15. Substitution

The Issuer may be replaced, and ABB Ltd or any direct or indirect subsidiary of ABB Ltd may be substituted for the Issuer, as principal debtor in respect of the Instruments, without the consent of the Holders of the Instruments or Coupons. If the Issuer shall determine that ABB Ltd or any such subsidiary shall become the principal debtor (in such capacity, the "**Substituted Debtor**"), the Issuer shall give not less than 30 nor more than 45 days' notice, in accordance with Condition 14 (*Notices*), to the Holders of the Instruments of such event and, immediately on the expiry of such notice, the Substituted Debtor shall enter into a Deed of Assumption, the form of which is set out in the Sixth Schedule to the Fiscal Agency Agreement and become the principal debtor in respect of the Instruments in place of the Issuer and the Holders of the Instruments shall thereupon cease to have any rights or claims whatsoever against the Issuer. However, no such substitution shall take effect (i) if the Substituted Debtor is any other subsidiary of ABB Ltd, unless the Guarantee is fully effective in relation to the obligations of the Substituted Debtor or an equivalent guarantee is entered into, (ii) until such Substituted Debtor shall have executed a deed of covenant substantially in the form of the Deed of Covenant of the Issuer, (iii) until such Substituted Debtor shall have executed such other deeds, documents and instruments (if any) as may be required in order that the substitution is fully effective; (iv) until the Substituted Debtor shall have provided to the Fiscal Agent and (if applicable) the Registrar such documents as may be necessary to make the Deed of Assumption, the Instruments, the Fiscal Agency Agreement, such deed of covenant, any guarantee and such other deeds, documents and instruments (if any) the legal, valid and binding obligations of, as appropriate, the Substituted Debtor and ABB Ltd together with legal opinions either unqualified or subject to normal, usual or appropriate qualifications and assumptions to the effect that the Instruments, the Fiscal Agency Agreement, the Deed of Assumption, such deed of covenant, any guarantee and such other deeds, documents and instruments (if any) are legal, valid and binding obligations of, as appropriate, ABB Ltd and the Substituted Debtor, (v) the Substituted Debtor shall have obtained all necessary governmental and regulatory approvals and consents, if any, in connection with the substitution, and (vi) the Substituted Debtor shall have appointed the

process agent appointed by the Issuer in Condition 19.03 (*Agent for service of process*) as its agent in England to receive service of process on its behalf in relation to any legal action or proceedings arising out of or in connection with the Instruments or Coupons. Upon any such substitution, the Instruments and Coupons will, if necessary, be deemed to be modified in all appropriate respects.

16. **Further Issues**

The Issuer may, from time to time without the consent of the Holders of any Instruments or Coupons, create and issue further instruments, notes, bonds or debentures having the same terms and conditions as such Instruments in all respects (or in all respects except for the first payment of interest, if any, on them) so as to form a single series with the Instruments of any particular Series.

17. **Currency Indemnity**

The currency in which the Instruments are denominated or, if different, payable, as specified in the relevant Final Terms (the "**Contractual Currency**") is the sole currency of account and payment for all sums payable by the Issuer in respect of the Instruments, including damages. Any amount received or recovered in a currency other than the Contractual Currency (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction or otherwise) by any Holder of an Instrument or Coupon in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer to the extent of the amount in the Contractual Currency which the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that amount is less than the amount in the Contractual Currency expressed to be due to the recipient in respect of the Instruments, the Issuer shall indemnify it against any loss sustained by it as a result. In any event, the Issuer shall indemnify the recipient against any cost of making any such purchase which is reasonably incurred. These indemnities constitute a separate and independent obligation from the Issuer's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Holder of an Instrument or Coupon and shall continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due in respect of the Instruments or any judgment or order.

18. **Rounding**

For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions or the relevant Final Terms), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.), (b) all United States dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount, and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

19. **Law and Jurisdiction**

Governing Law

19.01 The Fiscal Agency Agreement, the Deed of Covenant, the Instruments and any non-contractual obligations arising out of or in connection with the Fiscal Agency Agreement, the Deed of Covenant and the Instruments, are governed by English law. The Guarantee is governed by, and shall be construed in accordance with, the laws of Switzerland.

Jurisdiction

19.02 In relation to any legal action or proceedings arising out of or in connection with the Fiscal Agency Agreement, the Deed of Covenant and the Instruments (including a dispute relating to any non-contractual obligation arising out of or in connection with the Fiscal Agency Agreement, the Deed of Covenant and the Instruments) ("**Proceedings**"), the Issuer irrevocably submits to the jurisdiction of the courts of England and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an

inconvenient forum. The Issuer agrees to the additional non-exclusive jurisdiction of the courts of the Canton of Zurich, the place of jurisdiction being Zurich 1. This submission is made for the benefit of each Holder of any Instrument and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

In relation to any legal action or proceedings arising out of or in connection with the Guarantee, the Guarantor submits to the exclusive jurisdiction of the courts of the Canton of Zurich, the place of jurisdiction being Zurich 1.

Agent for Service of Process

- 19.03 The Issuer appoints ABB Limited, incorporated in England, of Daresbury Park, Daresbury, Warrington WA4 4BT, Cheshire, as its agent in England to receive service of process in any Proceedings in England. If for any reason such process agent ceases to act as such or no longer has an address in England, the Issuer agrees to appoint a substitute process agent and to notify the Holders of the Instruments of such appointment in accordance with Condition 14 (*Notices*) and failing such appointment within 21 days, the Fiscal Agent shall be entitled to appoint such a person by notice to the Issuer and the Holders of the Instruments in accordance with Condition 14 (*Notices*). Nothing contained herein shall affect the right to serve process in any other manner permitted by law.

FORM OF FINAL TERMS

The Final Terms in respect of each Tranche of Instruments will be substantially in the following form, duly supplemented (if necessary), amended (if necessary) and completed to reflect the particular terms of the relevant Instruments and their issue. Text in this section appearing in italics does not form part of the form of the Final Terms but denotes directions for completing the Final Terms.

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS - The Instruments 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, 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 (the "**EU PRIIPs Regulation**") for offering or selling the Instruments or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Instruments or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.]

[PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Instruments 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 United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, the "**FSMA**") and any rules or regulations made under the FSMA to implement the Directive (EU) 2016/97 (as amended, the "**Insurance Distribution Directive**") / [the Insurance Distribution Directive], where that customer would not qualify as 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. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Instruments or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Instruments or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]

[MiFID II Product Governance/ Professional investors and eligible counterparties and professional clients only target market - Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Instruments has led to the conclusion that: (i) the target market for the Instruments is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Instruments to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*] Any person subsequently offering, selling or recommending the Instruments (a "**distributor**")/[*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 Instruments (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 Instruments has led to the conclusion that: (i) the target market for the Instruments is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), 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 Instruments to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Instruments (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 Instruments (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[Singapore Securities and Futures Act Product Classification – Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act (Chapter 289 of Singapore) (as amended, the "SFA"), the Issuer has determined, and hereby notifies all relevant persons (as defined in section 309A of the SFA) that the Instruments are ["prescribed capital markets products"/"capital markets products other than prescribed capital markets products"] (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018).]

Final Terms dated [●]

[ABB Finance B.V.] / [ABB Finance (USA) Inc.]

Issue of [Aggregate Principal Amount of Tranche] [Title of Instruments]

Guaranteed by ABB Ltd

under the US\$8,000,000,000 Programme for the Issuance of Debt Instruments

Part A – Contractual Terms

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Instruments (the "**Conditions**") set forth in the Information Memorandum dated April 30, 2021 [and the supplemental Information Memorandum dated [●]]. This document constitutes the Final Terms relating to the issue of Instruments described herein. These Final Terms contain the final terms of the Instruments and must be read in conjunction with such Information Memorandum [as so supplemented].

Full information on the Issuer, the Guarantor and the offer of the Instruments described herein is only available on the basis of the combination of these Final Terms and the Information Memorandum [as so supplemented]. The Information Memorandum [and the supplemental Information Memorandum] [is] [are] available for viewing [at [website]] [and] during normal business hours at [address] [and copies may be obtained from [address]].

The following alternative language applies if the first tranche of an issue which is being increased was issued under an Information Memorandum with an earlier date.

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Instruments (the "**Conditions**") set forth in the Information Memorandum dated [original date]. These Final Terms contain the final terms of the Instruments and must be read in conjunction with the Information Memorandum dated [current date] [and the supplemental Information Memorandum dated [date]], save in respect of the Conditions which are extracted from the Information Memorandum dated [original date] and are attached hereto.

[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.]

[When completing any final terms, or adding any other final terms or information, consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Information Memorandum in accordance with the rules of the Luxembourg Stock Exchange]

The Instruments will have a denomination of at least euro 100,000 (or its equivalent as of the Issue Date of Instruments denominated in any other currency).

- | | | | |
|----|-------|-----------------|---|
| 1. | (i) | Issuer: | [ABB Finance B.V./ABB Finance (USA) Inc.] |
| | (ii) | Guarantor | ABB Ltd |
| 2. | [(i) | Series Number:] | [●] |
| | [(ii) | Tranche Number: | [●] |

(If fungible with an existing Series, details of that Series, including the date on which the Instruments become fungible.)

3. Specified Currency or Currencies: [●]
4. Aggregate Principal Amount: [●]
- [(i) Series]: [●]
- [(ii) Tranche]: [●]
5. (i) Issue Price: [●] per cent. of the Aggregate Principal Amount [plus accrued interest from [insert date] (in the case of fungible issues only, if applicable)]
- (ii) Net proceeds [●]
6. (i) Specified Denominations: [●]
- [Note: the minimum Specified Denomination must be euro 100,000 or equivalent in other currency]
- [Note – where multiple denominations above euro [100,000] or equivalent are being used the following wording should be followed: "[euro 100,000] and integral multiples of [euro 1,000] in excess thereof up to and including [euro 199,000]. No Instruments in definitive form will be issued with a denomination above [euro 199,000]."]
- (ii) Calculation Amount: [●]
- (If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*
7. (i) Issue Date: [●]
- (ii) Interest Commencement Date: [Specify/Issue Date/Not Applicable]
8. Maturity Date: *[Specify date or (for Floating Rate Instruments) Interest Payment Date falling in or nearest to the relevant month and year]*
- [If the Maturity Date is less than one year from the Issue Date and either (a) the issue proceeds are received by the Issuer in the United Kingdom, or (b) the activity of issuing the Instruments is carried on from an establishment maintained by the Issuer in the United Kingdom, (i) the Instruments must have a minimum redemption value of £100,000 (or its equivalent in other currencies) and be sold only to "professional investors or (ii) another applicable exemption from Section 19 of the FSMA must be available]*

9. Interest Basis: per cent. Fixed Rate]
 [*Specify* reference rate] +/- per cent. Floating Rate]
 [Other (*Specify*)]
(further particulars specified below)
10. Redemption/Payment Basis: [Redemption at par]
 [Partly Paid]
 [Instalment]
 [Other (*Specify*)]
11. Change of Interest or Redemption/ Payment Basis: [*Specify details of any provision for convertibility of Instruments into another interest or redemption/ payment basis*]
12. Put/Call Options: [Investor Put Option]
 [Issuer Call Option]
 [(further particulars specified below)]
13. [(i)] Status of the Instruments: Senior, unsubordinated
[(ii)] Status of the Guarantee: Senior, unsubordinated
[(iii)] [Date [Board] approval for issuance of Instruments obtained:] [*N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Instruments*]
14. Method of distribution: [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15. **Fixed Rate Instrument 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 [annually/ semi-annually/ quarterly/ monthly/ other (*specify*)] in arrear]
- (ii) Interest Payment Date(s): in each year [adjusted in accordance with [*specify Business Day Convention and any applicable additional financial centre for the definition of "Business Day"*]/not adjusted]
- (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: [30/360 / Actual/Actual (ICMA/ISDA) / other]

- (vi) Other terms relating to the method of calculating interest for Fixed Rate Instruments: [Not Applicable/*give details*]
16. **Floating Rate Instrument Provisions** [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Interest Period(s): [●]
- (ii) First Interest Payment Date: [●]
- (iii) Business Day Convention: [FRN Convention/Following Business Day Convention/ Modified Following Business Day Convention / other (*give details*)]
- (iv) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination/other (*give details*)]
- (v) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Fiscal Agent): [[*Name*] shall be the Determination Agent (*no need to specify if the Fiscal Agent is to perform this function*)]
- (vi) Screen Rate Determination:
- Reference rate: [*For example, LIBOR or EURIBOR*]
 - Interest Determination Date(s): [●]
 - Relevant Screen Page: [*For example, Reuters LIBOR 01/ EURIBOR 01*]
 - Relevant time: [*For example, 11.00 a.m. London time/Brussels time*]
 - Relevant Financial Centre: [*For example, London/Euro-zone (where Euro-zone means the region comprised of the countries whose lawful currency is the euro)*]
- (vii) ISDA Determination:
- Floating Rate Option: [●]
 - Designated Maturity: [●]
 - Reset Date: [●]
- (viii) Margin(s): [+/-][●] per cent. per annum
- (ix) Minimum Rate of Interest: [●] per cent. per annum

- (x) Maximum Rate of Interest: [●] per cent. per annum
- (xi) Day Count Fraction: [●]
- (xii) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Instruments, if different from those set out in the Conditions: [●]

PROVISIONS RELATING TO REDEMPTION

17. **Call Option** [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Optional Redemption Date(s): [●]/

[Par Call: Any date from and including *[three months prior to maturity date]* to, but excluding, the Maturity Date at the Par Call Amount (as defined below).]/

[Make-Whole Call: Any date from the Issue Date to, but excluding *[three months prior to maturity date]* at the Optional Redemption Amount (Call) (as defined in Condition 6.03 (*Optional Early Redemption (Call)*)))]
 - (ii) Optional Redemption Amount(s) of each Instrument and method, if any, of calculation of such amount(s): [[●] per Calculation Amount]/ [Make Whole Amount]/ [●]

(If Make Whole Amount is applicable. Specify the following:)

 - [Determination Date: [●]
 - Quotation Time: [●]
 - Redemption Margin: [●]
 - Reference Bond: [●]
 - (iii) If redeemable in part: [Applicable/Not Applicable]
 - (a) Minimum Redemption Amount: [●] per Calculation Amount
 - (b) Maximum Redemption Amount: [●] per Calculation Amount
 - (iv) Notice period: [●]
18. **Put Option** [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*

- (i) Optional Redemption Date(s):
 - (ii) Optional Redemption Amount(s) of each Instrument and method, if any, of calculation of such amount(s): per Calculation Amount
 - (iii) Notice period:
19. **Final Redemption Amount of each Instrument** per Calculation Amount
20. **Early Redemption Amount** per Calculation Amount
- Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions):

GENERAL PROVISIONS APPLICABLE TO THE INSTRUMENTS

21. **Form of Instruments:**

Bearer Instruments:¹

[Temporary Global Instrument exchangeable for a Permanent Global Instrument which is exchangeable for Definitive Instruments on days' notice/at any time/in the limited circumstances specified in the Permanent Global Instrument]

[Temporary Global Instrument exchangeable for Definitive Instrument on days' notice]

[Permanent Global Instrument exchangeable for Definitive Instruments on days' notice/at any time/in the limited circumstances specified in the Permanent Global Instrument]

[N.B. The exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Instruments in paragraph 6 includes language substantially to the following effect: "[euro 100,000] and integral multiples of [euro 1,000] in excess thereof up to and including [euro 199,000]."

Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Instruments which is to be represented on issue by a Temporary Global Instrument exchangeable for Definitive Instrument.]

[Registered Instruments]

¹ Instruments issued by ABB USA may only be issued in registered form.

[Global Registered Instrument exchangeable for Individual Certificates on [●] days' notice/at any time/in the limited circumstances described in the Global Registered Instrument]

[and

Global Registered Instrument [(U.S.\$/Euro [●] principal amount)] registered in the name of a nominee for [a common depository for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg (that is, held under the New Safekeeping Structure (NSS))]

22. New Global Note: [Yes/No]
23. Additional financial centre(s) or other special provisions relating to payment dates: [Not Applicable/give details].
Note that this paragraph relates to the date and place of payment, and not interest period end dates, to which sub paragraphs 15(ii) and 16(ii) relate]
24. Talons for future Coupons or Receipts to be attached to Definitive Instruments (and dates on which such Talons mature): [Yes/No. If yes, give details]
25. Details relating to Partly Paid Instruments: amount of each payment comprising the Issue Price and date on which each payment is to be made [and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Instruments and interest due on late payment]: [Not Applicable/give details]
26. Details relating to Instalment Instruments: amount of each instalment, date on which each payment is to be made: [Not Applicable/give details]
27. Other final terms: [Not Applicable/give details]

DISTRIBUTION

28. (i) If syndicated, names of Managers: [Not Applicable/give names]
- (ii) Stabilising Manager(s) (if any): [Not Applicable/give name]
29. If non-syndicated, name of Dealer: [Not Applicable/give name]
30. U.S. Selling Restrictions: [Reg. S Compliance Category [●]];
- (In the case of Bearer Instruments) - [TEFRA C/TEFRA D/ TEFRA not applicable]²*

² Instruments issued by ABB USA may only be issued in registered form.

(In the case of Registered Instruments) - Not Applicable

31. Prohibition of Sales to EEA Retail Investors: [Applicable/Not Applicable]
(If the Instruments clearly do not constitute "packaged" products, "Not Applicable" should be specified. If the Instruments may constitute "packaged" products and no KID will be prepared, "Applicable" should be specified.)
32. Prohibition of Sales to UK Retail Investors: [Applicable/Not Applicable]
(If the Instruments clearly do not constitute "packaged" products, "Not Applicable" should be specified. If the Instruments may constitute "packaged" products and no KID will be prepared, "Applicable" should be specified.)
33. Additional selling restrictions: [Not Applicable/give details]

Material Change

Save as disclosed in the Information Memorandum and these Final Terms, there has been no material change in the assets and liabilities, financial position and profits and losses of the Issuer or ABB Ltd since [insert date of the most recently published audited financial statements].

[Listing Application

These Final Terms comprise the final terms required to list and have admitted to trading the issue of Instruments described herein pursuant to the U.S.\$8,000,000,000 Programme for the Issuance of Debt Instruments of [ABB Finance B.V.]/ [ABB Finance (USA) Inc.] on [the Euro MTF Market of the Luxembourg Stock Exchange/ [●]].

Responsibility Statement

The Issuer and ABB Ltd accept responsibility for the information contained in these Final Terms. The Issuer and (in relation to the information contained herein relating to ABB Ltd) ABB Ltd confirm that to the best of their knowledge, the information is correct and no material facts or circumstances have been omitted. [(Relevant third party information) has been extracted from (specify source)]. The Issuer and ABB Ltd confirm 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 [ABB Finance B.V.]/ [ABB Finance (USA) Inc.]

By:

Duly authorised

Signed on behalf of ABB Ltd

By:

Duly authorised

PART B – OTHER INFORMATION

LISTING

1. (i) Listing [Application has been made by the Issuer (or on its behalf) for the Instruments to be admitted to listing on [the Official List of the Luxembourg Stock Exchange] with effect from [●].] [Not Applicable.]
- (ii) Admission to trading [Application has been made for the Instruments to be admitted to trading on [the Luxembourg Stock Exchange's Euro MTF Market] with effect from [●]/Not Applicable]

(The Information Memorandum has not been approved as a base prospectus for the purposes of an admission to trading of Instruments on any market in the EEA or UK which has been designated as a regulated market for the purposes of the Prospectus Regulation or an offer to the public in the European EEA or UK)

RATINGS

2. The Instruments to be issued have been rated: [[Standard & Poor's]*: [●]
- [[Moody's]*: [●]
- [[Other]*: [●]]

[S&P Global Ratings Europe Limited] is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the "**EU CRA Regulation**"). [[S&P Global Ratings Europe Limited] appears on the latest update of the list of registered credit rating agencies (as of *[insert date of most recent list]*) on the ESMA website <http://www.esma.europa.eu>]. The rating [S&P Global Ratings Europe Limited] has given to the Instruments is endorsed by [S&P Global Ratings UK Limited], which is established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").]

[Moody's Deutschland GmbH] is established in the EEA under the EU CRA Regulation. [Moody's Deutschland GmbH] appears on the latest update of the list of registered credit rating agencies (as of *[insert date of most recent list]*) on the ESMA website <http://www.esma.europa.eu>]. The rating [Moody's Deutschland GmbH] has given to the Instruments is endorsed by [Moody's Investors Service Ltd. (UK)], which is established in the UK and registered under the UK CRA Regulation.]

[●]

** The exact legal name of the rating agency entity providing the rating should be specified.*

(The above disclosure should reflect the rating allocated to Instruments of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

3. Need to include a description of any interest, including conflicting ones, 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 following statement:

"Save as discussed in "*Subscription and Sale*", so far as the Issuer is aware, no person involved in the offer of the Instruments has an interest material to the offer."

REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES RELATED TO ADMISSION TO TRADING

4. [(i) Reasons for the offer [●] / [The Instruments are intended to be issued as Green Bonds *[further particulars specified below]*]

(See "Use of Proceeds" wording in Information Memorandum or specify here – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)

[(ii) Estimated net proceeds: [●]

[(iii) Estimated total expenses related to the admission to trading: [●]

[FIXED RATE INSTRUMENTS ONLY – YIELD

5. Indication of yield: [●]

Calculated as *[include details of method of calculation in summary form]* on the Issue Date.

As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

OPERATIONAL INFORMATION

6. Issuer LEI Number (legal entity identifier number): *[if the issuer is ABB Finance B.V.: 5493004JXXFB454B6L79] / [if the issuer is ABB Finance (USA) Inc.: 5493002Y01YAFV45F528]*

7. (i) ISIN: [●]

(ii) Common Code: [●]

(iii) FISN: [See the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN /Not Applicable / Not Available]

(iv) CFI code: [See the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering

Agency that assigned the ISIN / Not Applicable / Not Available]

(If the FISN and/or CFI code is not required or requested, it/they should be specified to be "Not Applicable")

- (v) Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, S.A. and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]
- (vi) Delivery: Delivery [against/free of] payment
- (vii) Names and addresses of additional Paying Agent(s) (if any): [•]
- (viii) Name and address of the Determination Agent: [[Name] shall be the Determination Agent]
- (ix) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes][No][Not Applicable]

[Note that the designation "yes" simply means that the Instruments 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,] *[include this text for registered instruments]*] and does not necessarily mean that the Instruments 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.] *[include this text if "yes" selected in which case [the] [bearer] Global Instruments must be issued in NGN form]*

[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 Instruments are capable of meeting them the Instruments 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,] *[include this text for registered Instruments]*]. Note that this does not necessarily mean that the Instruments will 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.] *[include this text if no" selected in which case [the]*

*[bearer] Global Instruments must not be issued in
NGN form]*

SUMMARY OF PROVISIONS RELATING TO THE INSTRUMENTS WHILE IN GLOBAL FORM

Euroclear and/or Clearstream, Luxembourg

In relation to any Tranche of Instruments represented by a Global Instrument in bearer form, references in the Terms and Conditions of the Instruments to "**Holder**" are references to the bearer of the relevant Global Instrument which, for so long as the Global Instrument is held by a depositary or a common depositary, in the case of a CGN, or a common safekeeper, in the case of an NGN for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be that depositary or common depositary or, as the case may be, common safekeeper.

In relation to any Tranche of Instruments represented by a Global Registered Instrument, references in the Terms and Conditions of the Instruments to "**Holder**" are references to the person in whose name such Global Registered Instrument is for the time being registered in the Register which, for so long as the Global Registered Instrument is held by or on behalf of a depositary or a common depositary or a common safekeeper for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be that depositary or common depositary or common safekeeper or a nominee for that depositary or common depositary or common safekeeper.

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

Conditions applicable to Global Instruments - General

Each Global Instrument and Global Registered Instrument will contain provisions which modify the Terms and Conditions of the Instruments as they apply to the Global Instrument or Global Registered Instrument. The following is a summary of certain of those provisions:

Payments: All payments in respect of the Global Instrument or Global Registered Instrument which, according to the Terms and Conditions of the Instruments, require presentation and/or surrender of an Instrument, Certificate or Coupon will be made against presentation and (in the case of payment of principal in full with all interest accrued thereon) surrender of the Global Instrument or Global Registered Instrument to or to the order of any Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the relevant Issuer in respect of the Instruments. On each occasion on which a payment of principal or interest is made in respect of the Global Instrument, the relevant Issuer shall procure that in respect of a CGN the payment is noted in a schedule thereto and in respect of an NGN the payment is entered *pro rata* in the records of Euroclear and Clearstream, Luxembourg.

Relevant Financial Centre Day: In the case of a Global Instrument, or a Global Registered Instrument, shall be, if the currency of payment is Euro, any day which is a TARGET Business Day and a day on which dealings in foreign currencies may be carried on in each (if any) additional financial centre specified in the Final Terms; or, if the currency of payment is not Euro, any day which is a day on which dealings in foreign currencies may be carried on in the Relevant Financial Centre of the currency of payment and in each (if any) additional financial centre specified in the Final Terms.

Payment Record Date: Each payment in respect of a Global Registered Instrument will be made to the person shown as the holder in the Register at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment (the "**Record Date**") where "**Clearing**

System Business Day" means a day on which each clearing system for which the Global Registered Instrument is being held is open for business.

Exercise of put option: In order to exercise the option contained in Condition 6.06 (*Optional Early Redemption (Put)*) the bearer of the Permanent Global Instrument or the Holder of a Global Registered Instrument must, within the period specified in the Conditions for the deposit of the relevant Instrument and put notice, give written notice of such exercise to the Fiscal Agent specifying the principal amount of Instruments in respect of which such option is being exercised. Any such notice will be irrevocable and may not be withdrawn.

Partial exercise of call option: In connection with an exercise of the option contained in Condition 6.03 (*Optional Early Redemption (Call)*) in relation to some only of the Instruments, the Permanent Global Instrument or Global Registered Instrument may be redeemed in part in the principal amount specified by the relevant Issuer in accordance with the Conditions and the Instruments to be redeemed will not be selected as provided in the Conditions but in accordance with the rules and procedures of Euroclear and Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in principal amount, at their discretion).

Notices: Notwithstanding Condition 14 (*Notices*), while all the Instruments are represented by a Permanent Global Instrument (or by a Permanent Global Instrument and/or a Temporary Global Instrument) or a Global Registered Instrument and the Permanent Global Instrument is (or the Permanent Global Instrument and/or the Temporary Global Instrument are), or the Global Registered Instrument is, deposited with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system or a common safekeeper, notices to Holders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Holders in accordance with Condition 14 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, except that, for so long as such Instruments are admitted to trading on the Luxembourg Stock Exchange and it is a requirement of applicable law or regulations, such notices shall also be published in a leading newspaper having general circulation in Luxembourg (which is expected to be *Luxemburger Wort*) or published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

GOVERNING LAW AND PLACE OF JURISDICTION

According to Condition 19 (*Law and Jurisdiction*) of the Instruments (set out in this Information Memorandum), the Instruments and any non-contractual obligations arising out of or in connection with them are governed by English law, each Issuer has submitted to the non-exclusive jurisdiction of the courts of England and in addition to an alternative (also non-exclusive) place of jurisdiction of the courts of the Canton of Zurich, the place of jurisdiction being Zurich 1, and the Guarantee is governed by Swiss law and the Guarantor has submitted to the exclusive jurisdiction of the courts of the Canton of Zurich, the place of jurisdiction being Zurich 1.

USE OF PROCEEDS

The net proceeds from the issuance of Instruments will be used for general financing purposes within the ABB Group or as otherwise specified in the Final Terms but only to the extent in Switzerland, that the use in Switzerland is permitted up to the amount accepted by the Swiss Federal Tax Administration according to their practice published on February 5, 2019, and otherwise to the extent use in Switzerland is permitted under the Swiss taxation laws in force from time to time without payments in respect of the Instruments becoming subject to withholding or deduction for Swiss withholding tax as a consequence of such use of proceeds in Switzerland.

RELATIONSHIP WITH ABB LTD

General

Each of ABB Netherlands and ABB USA is an indirect wholly-owned subsidiary of the Guarantor.

The Guarantor has guaranteed the obligations of each of the Issuers under and in relation to the Instruments issued under the Programme. Holders of the Instruments should look solely to the Guarantee in respect of any obligation of the Guarantor under and in relation to the Instruments. For further information see "*Terms and Conditions of the Instruments – Status and Guarantee of the Instruments*", "*Description of ABB Finance B.V.*" and "*Description of ABB Finance (USA) Inc.*".

DESCRIPTION OF ABB LTD AND THE ABB GROUP

ABB is a leading global technology company that energizes the transformation of society and industry to achieve a more productive, sustainable future. By connecting software to its electrification, robotics, automation and motion product portfolio, ABB pushes the boundaries of technology to drive performance to new levels. With a history of excellence stretching back more than 130 years, ABB's success is driven by about 105,000 employees.

ABB operates in over 100 countries and is headquartered in Zurich, Switzerland.

Corporate Information

ABB Ltd is a Swiss corporation (Aktiengesellschaft), incorporated on March 5, 1999. ABB Ltd is registered with the commercial register of the Canton of Zurich, Switzerland under the number CHE-101.049.653 and operates under the laws of Switzerland including the Swiss Code of Obligations. ABB Ltd's principal corporate offices are located at Affolternstrasse 44, CH-8050 Zurich, Switzerland and its telephone number is +41-43-317-7111.

General corporate information on ABB Ltd is provided from page 17 onwards of the Form 20-F. Information concerning ABB Ltd's share capital and articles of incorporation is provided from page 135 onwards of the Form 20-F.

ABB Ltd is the ultimate parent company of the ABB Group. Its sole shareholding is in ABB Asea Brown Boveri Ltd which directly or indirectly owns the other companies in the ABB Group. A description of its organisational structure and a list of its significant direct and indirect subsidiaries is provided on pages 31 to 33 of the Form 20-F.

ABB Ltd's shares are listed on SIX Swiss Exchange, the NASDAQ OMX Stockholm Exchange and the New York Stock Exchange (where its shares are traded in the form of American depositary shares ("ADS") - each ADS representing one registered ABB share).

On December 31, 2020, ABB's ordinary share capital (including treasury shares) as registered with the Commercial Register amounted to CHF 260,177,791.68, divided into 2,168,148,264 fully paid registered shares with a par value of CHF 0.12 per share. For information on ABB Ltd's share capital and share listings see pages 91 to 93 of the Form 20-F.

The shareholders holding 3% or more of ABB Ltd's total share capital and voting rights as of December 31, 2020, were Investor AB, Sweden, Cevian Capital II GP Limited, Jersey, BlackRock Inc., U.S., and The Capital Group Companies Inc., USA. A description of ABB Ltd's Shareholder structure and significant shareholders is provided on pages 94 to 96 of the Form 20-F.

Organisational Structure at December 31, 2020

ABB is a leading global technology company with a comprehensive and increasingly digitalized offering of electrification, motion and automation solutions.

ABB operates through its four Business Areas: Electrification, Industrial Automation, Motion and Robotics & Discrete Automation.

The products of the Electrification Business Area portfolio are designed to enable safe, smart, and sustainable electrification, with a full range of low- and medium-voltage products and solutions, along with pre-engineered packaged services and tailored solutions for intelligent protection and connection.

The Electrification Business Area delivers products through a global network of channel partners and end customers. Most of the Business Area's revenue is derived from distributors and approximately a quarter is derived from direct sales to end-users. The remaining revenues are generated from original equipment manufacturers (OEMs), engineering, procurement, construction (EPC) contracting companies, system integrators, utilities and panel builders. The proportion of direct compared to channel partner sales varies by segment, product technology and geographic markets.

The Industrial Automation Business Area offers customers in process and maritime industries, a broad range of industry-specific integrated automation, electrification and digital solutions that are designed to

optimize the productivity, energy efficiency and safety of industrial processes and operations, based on the Business Area's deep domain knowledge and expertise of each end market. The solutions include turnkey engineering, control technologies, software and lifecycle services, measurement and analytics products, marine and turbocharging offerings, Human Machine Interfaces (HMI) and integrated safety technology. The systems can link various process and information flows allowing customers to manage and control their entire business process based on real-time information. Additionally, the systems and solutions enable customers to increase production efficiency, optimize assets and reduce environmental impact.

The Motion Business Area provides pioneering technology, products, solutions and related services to industrial customers to increase energy efficiency, improve safety and reliability, and maintain precise control over processes. The portfolio includes motors, generators and drives for a wide range of applications in all industrial sectors.

The Robotics & Discrete Automation Business Area provides robotics, and machine and factory automation including products, software, solutions and services. Revenues are generated both from direct sales to end users as well as from indirect sales mainly through system integrators and machine builders.

Until June 30, 2020, ABB also operated the Power Grids business, which is reported as discontinued operations in the Consolidated Financial Statements. On July 1, 2020, ABB completed the divestment of 80.1 percent of the Power Grids business to Hitachi Ltd. ABB retains a 19.9 percent ownership interest through its investment in Hitachi ABB Power Grids Ltd which beneficially owns or controls all the subsidiaries of the Power Grids business.

A full description of ABB's four Business Areas and their markets as at December 31, 2020 are described on pages 18 through 27 of the Form 20-F.

ABB Board of Directors and Executive Committee

Information on the Board of Directors composition and Board governance is provided on pages 84 and 85 of the Form 20-F.

Information on the Executive Committee of ABB is provided on pages 89 through 91 of the Form 20-F.

Communications

The official publication organ of ABB Ltd is the Swiss Official Gazette of Commerce.

Dividends

The dividends and dividend policy of ABB Ltd are described on pages 6 and 7 of the Form 20-F.

DESCRIPTION OF ABB FINANCE B.V.

ABB Finance B.V. ("**ABB Netherlands**") was incorporated as a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) for an indefinite duration under the laws of The Netherlands on December 23, 1986. ABB Netherlands has its corporate seat (*statutaire zetel*) in Rotterdam, The Netherlands, its registered office at George Hintzenweg 81, 3068 AX Rotterdam, The Netherlands and its telephone number is +31 10 4078911. ABB Netherlands is registered with the Dutch Commercial Register (*Handelsregister*) under registration number 33232125. Its articles of association (*Statuten*) are dated September 1, 2014.

ABB Netherlands is an indirect wholly-owned subsidiary of ABB Ltd. The ABB group of companies is more fully described in the Form-20F. ABB Netherlands has no subsidiaries.

According to article 2 of its articles of association, ABB Netherlands provides a range of treasury management services and acts as a financing vehicle for the ABB Group in the international capital markets. ABB Ltd has provided a guarantee in connection with the Instruments to be issued by ABB Netherlands under this Programme, which shall be the sole credit support in connection with the Instruments. See "*Relationship with ABB Ltd*".

ABB Netherlands's fiscal year is January 1 to December 31.

ABB Netherlands does not hold any of its own shares.

At December 31, 2020, the authorised capital of ABB Netherlands amounted to 100,000 ordinary shares (each with a par value of Euro 1), of which 20,103 shares had been issued and fully paid.

<u>Board of Directors</u>	<u>Position</u>	<u>Principal activities performed outside ABB Netherlands</u>
Urs Arnold	Director	Corporate Treasurer, ABB Group
George Stewart	Director	Country Tax Manager, ABB Benelux
Baptise Verbruggen	Director	Country Finance Manager and Motion Business Controller, ABB Benelux
Marta Wolodzko	Director	None

The business address of Urs Arnold is at ABB Asea Brown Boveri Ltd, Affolternstrasse 44, CH 8050 Zurich, Switzerland. The business address of George Stewart, Baptise Verbruggen and Marta Wolodzko is at ABB Holdings B.V. / ABB B.V. / ABB Finance B.V., respectively at George Hintzenweg 81, 3068 AX Rotterdam, The Netherlands.

There are no conflicts of interests or potential conflicts of interests between the duties to ABB Netherlands of each of the members of the Board of Directors listed above and their private interests or other duties.

Recent Developments

The business of ABB Netherlands from December 31, 2020 up to the date of this Information Memorandum continued in substantially the same form as in 2020, providing financing services to the ABB Group. On January 19, 2021, ABB Netherlands issued Series Number 120 comprising EUR 800,000,000 at 0.000 per cent. Instruments guaranteed by ABB Ltd due January 19, 2030.

Notices of Meetings of Shareholders

Notices of meetings shall be given by means of letter to the shareholders at least fifteen days before the day on which the meeting is held.

Restrictions on the Transfer of Shares

Article 10 of the articles of association of ABB Netherlands regulates the restrictions on the transferability of ABB Netherlands shares.

Dividends

The following dividends have been paid to the shareholder of ABB Netherlands in respect of the year:

<u>Year</u>	<u>USD</u>
2019	3,350,000
2018	3,250,000
2017	2,000,000
2016	1,700,000
2015	1,900,000

Financial Statements

The ABB Netherlands Financial Statements are incorporated by reference in this Information Memorandum.

DESCRIPTION OF ABB FINANCE (USA) INC.

ABB Finance (USA) Inc. ("**ABB USA**") was incorporated with limited liability under the General Corporation Law of the State of Delaware on April 12, 2012. ABB USA has its principal corporate offices located at 305 Gregson Drive, Cary, North Carolina, 27511, and its telephone number is +1 (901) 252-5843. ABB USA is registered under registration number 5138243. Its By-Laws are dated April 11, 2012.

ABB USA is an indirect wholly-owned subsidiary of ABB Ltd. According to Article 3 of its certificate of incorporation, ABB USA's main function is the provision of financing to the ABB Group, primarily in the United States. ABB Ltd has provided a guarantee in connection with the Instruments to be issued by ABB USA under this Programme, which shall be the sole credit support in connection with the Instruments. See "*Relationship with ABB Ltd*".

ABB USA has no subsidiaries and has no assets, operations, revenues or cash flows other than those related to the issuance, administration and repayment of the Instruments offered from time to time through this Programme and any other securities issued by the ABB USA that are guaranteed by ABB Ltd and the onlending of the proceeds from the issuance of all such securities to the ABB Group.

ABB USA's fiscal year is January 1 to December 31.

ABB USA does not hold any of its own common stock.

At December 31, 2020 and 2019, the authorised capital of ABB USA amounted to common stock of 1,000 shares (each with a par value of \$0.01), of which 1,000 shares had been issued and fully paid.

Board of Directors	Position	Principal activities performed outside ABB USA
Daniel Hagmann	Director and CEO	Regional Treasurer Americas
Urs Arnold	Director	Corporate Treasurer, ABB Group
Véronique Dersy	Director	Head of Corporate Funding
Michael Gray	Director	Country Finance Manager & Country Holding Officer
John Healy	Director	Country Treasurer for the United States

The business address of Urs Arnold and Véronique Dersy is at ABB Asea Brown Boveri Ltd, Affolternstrasse 44, CH 8050 Zurich, Switzerland. The business address of Daniel Hagmann is at ABB Treasury Center (USA), Inc., 187 Danbury Road, Wilton, CT 06897, United States. The business address of Michael Gray and John Healy is at ABB Inc., 305 Gregson Drive, Cary, NC 27511, United States.

There are no conflicts of interests or potential conflicts of interests between the duties to ABB USA of each of the members of the Board of Directors listed above and their private interests or other duties.

Recent Developments

The business of ABB USA from December 31, 2020 up to the date of this Information Memorandum continued in substantially the same form as in 2020, providing financing services to the ABB Group. Between December 31, 2020 and the date of this Information Memorandum, ABB USA did not issue any securities.

Notices of Meetings of Shareholders

Notices of meetings shall be given by means of letter to the Shareholders not less than ten days and not more than sixty days before the day on which the meeting is held.

Restrictions on the Transfer of Shares

Section 2 of Article V of the By-Laws of ABB USA regulates the restrictions on the transferability of ABB USA shares.

Dividends

From the date of incorporation to the date of this Information Memorandum, no dividends have been paid to the shareholder of ABB USA.

Financial Statements

The ABB USA Financial Statements are incorporated by reference in this Information Memorandum.

SUBSCRIPTION AND SALE

Instruments may be sold from time to time under the Programme by the Issuers to any one or more of Barclays Bank Ireland PLC, Barclays Bank PLC, BNP Paribas, BofA Securities Europe SA, Citigroup Global Markets Europe AG, Citigroup Global Markets Limited, Crédit Agricole Corporate and Investment Bank, Credit Suisse Securities Sociedad de Valores S.A., Credit Suisse Securities (Europe) Limited, Deutsche Bank Aktiengesellschaft, Goldman Sachs Bank Europe SE, HSBC Continental Europe, ING Bank N.V., J.P. Morgan AG, Merrill Lynch International, Société Générale, UBS AG London Branch and UniCredit Bank AG and/or any other dealers appointed in accordance with the terms of the Dealership Agreement (as defined below) (the "**Dealers**"). The arrangements under which Instruments may from time to time be agreed to be sold by the Issuers to, and purchased by, Dealers are set out in the dealership agreement dated April 30, 2021 as amended and/or supplemented from time to time, (the "**Dealership Agreement**") and made between each of the Issuers, ABB Ltd and the Dealers. Any such agreement will, *inter alia*, make provision for the form and terms and conditions of the relevant Instruments, the price at which such Instruments will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the relevant Issuer in respect of such purchase. The Dealership Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Instruments.

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 a relevant Issuer, the Guarantor and/or their respective affiliates. Certain of the Dealers or their affiliates that have a lending relationship with a relevant Issuer and/or the Guarantor routinely hedge their credit exposure to such relevant Issuer and/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 Instruments issued under the Programme. Any such short positions could adversely affect future trading prices of Instruments 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.

United States of America

The Instruments have not been and will not be registered under the Securities Act and may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this Paragraph have the meaning given to them by Regulation S under the Securities Act.

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that, except as permitted by the Dealership Agreement, and as described below, it will not offer, sell or deliver the Instruments, (i) as part of their distribution at any time or (ii) otherwise until 40 days after completion of the distribution of Instruments of the relevant Tranche (determined as set forth in the Dealership Agreement), within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each dealer to which it sells Instruments during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Instruments within the United States or to, or for the account or benefit of, U.S. persons. Terms used in the preceding sentence have the meaning given to them by Regulation S under the Securities Act.

In addition, until 40 days after the commencement of the offering of any Tranche of Instruments, any offer or sale of Instruments of such Tranche within the United States by a Dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Bearer Instruments are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States 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 United States Internal Revenue Code of 1986, as amended, and United States Treasury Department regulations thereunder.

Selling Restrictions Addressing Additional Securities Laws of The Netherlands

Zero Coupon Instruments may not, directly or indirectly, as part of their initial distribution (or immediately thereafter) or as part of any re-offering be offered, sold, transferred or delivered in The Netherlands. As used herein "**Zero Coupon Instruments**" are Instruments that are in bearer form and that constitute a claim for a fixed sum against the Issuer and on which interest does not become due during their tenor or on which no interest is due whatsoever.

Switzerland

Unless the Final Terms in respect of any Instruments specifies otherwise, the Instruments may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act ("**FinSA**") and no application has or will be made to admit the Instruments to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither the Information Memorandum nor any other offering or marketing material relating to the Instruments constitutes a prospectus pursuant to the FinSA and, unless the Final Terms in respect of any Instruments specify otherwise, neither the Information Memorandum nor any other offering or marketing material relating to the Instruments may be publicly distributed or otherwise made publicly available in Switzerland.

Prohibition of Sales to EEA Retail Investors

If the Final Terms in respect of any Instruments includes a legend entitled "*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 Instruments which are the subject of the offering contemplated by this Information Memorandum 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

If the Final Terms in respect of any Instruments includes the legend entitled "*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 Instruments which are the subject of the offering contemplated by this Information Memorandum 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 one (or more) of the following:

- (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or
- (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as 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.

Other UK regulatory restrictions

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 Instruments which have a maturity of less than one year, (i) 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 (ii) it has not offered or sold and will not offer or sell any Instruments other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as 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 Instruments would otherwise constitute a contravention of Section 19 of the FSMA by the relevant Issuer;

- (ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an 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 Instruments in circumstances in which Section 21(1) of the FSMA does not apply to the relevant Issuer or ABB Ltd; and

it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Instruments in, from or otherwise involving the United Kingdom

Japan

The Instruments have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948), as amended (the "**FIEA**"). 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, directly or indirectly, offered or sold and will not, directly or indirectly, offer to sell any Instruments in Japan or to, or for the benefit of, a resident of Japan or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident in Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, FIEA and other relevant laws and regulations of Japan. As used in this paragraph, "**resident of Japan**" means any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Information Memorandum has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered or sold any Instruments or caused the Instruments to be made the subject of an invitation for subscription or purchase and will not offer or sell any Instruments or cause the Instruments 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 Information Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Instruments, 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, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

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

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

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

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

- (3) where the transfer is by operation of law;
- (4) as specified in Section 276(7) of the SFA; or
- (5) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

General

No action has been or will be taken in any country or jurisdiction by the relevant Issuer, the Guarantor or the Dealers that would, or is intended to, permit a public offering of Instruments in any country or jurisdiction where action for that purpose is required. Each Dealer has agreed that it will observe all applicable laws and regulations in each country or jurisdiction in or from which it may acquire, offer, sell or deliver Instruments or have in its possession or distribute the Information Memorandum or any other offering material.

Each Dealer has further agreed that it will not directly or indirectly offer, sell or deliver any Instruments or distribute or publish the Information Memorandum or any other offering material in or from any country or jurisdiction except under circumstances that will, in its reasonable belief, result in compliance with any applicable laws and regulations and all offers and sales of Instruments by it will be made on the foregoing terms.

Other persons into whose hands this Information Memorandum or any Final Terms comes are required by the relevant Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they acquire, offer, sell or deliver Instruments or possess, distribute or publish this Information Memorandum or any Final Terms or any related offering material, in all cases at their own expense.

The Dealership Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) or change(s) in official interpretation, after the date hereof, of applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in the paragraph headed "*General*" above.

Selling restrictions may be supplemented or modified with the agreement of the relevant Issuer. Any such supplement or modification may be set out in the relevant Final Terms (in the case of a supplement or modification relevant only to a particular Tranche of Instruments) or in a supplement to this Information Memorandum.

TAXATION

The following is a general description of certain tax considerations relating to the Instruments. It does not purport to be a complete analysis of all tax considerations relating to the Instruments, whether in those countries or elsewhere. Prospective purchasers of Instruments should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of Instruments and receiving payments of interest, principal and/or other amounts under the Instruments and the consequences of such actions under the tax laws of those countries. This summary is based upon the law as in effect on the date of this Information Memorandum and is subject to any change in law that may take effect after such date.

The Netherlands

The following summary of certain Dutch taxation matters is based on the laws and practice in force as of the date of this Information Memorandum and is subject to any changes in law and the interpretation and application thereof, which changes could have retroactive effect. The following summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to acquire, hold or dispose of Instruments, and does not purport to deal with the tax consequences applicable to all categories of investors, some of which may be subject to special rules.

Among other things, this summary deals with the Dutch tax consequences of a holder of Instruments where such holder has or will have a substantial interest or deemed substantial interest in ABB Netherlands or where a connected person (*verbonden persoon*) has a deemed substantial interest in ABB Netherlands.

Generally speaking, an individual has a substantial interest in a company if (a) such individual, either alone or together with his partner, directly or indirectly has or is deemed to have, or (b) certain relatives of such individual or his partner directly or indirectly have or are deemed to have, (i) the ownership of, a right to acquire the ownership of, or certain rights over, shares representing 5 per cent. or more of either the total issued and outstanding capital of such company or the issued and outstanding capital of any class of shares of such company, or (ii) the ownership of, or certain rights over, profit participating certificates (*winstbewijzen*) that relate to 5 per cent. or more of either the annual profit or the liquidation proceeds of such company. Generally, an individual or his partner or relevant relative has a deemed substantial interest in a company if either (a) such person or his predecessor has disposed of or is deemed to have disposed of all or part of a substantial interest or (b) such person has transferred an enterprise in exchange for shares in such company, on a non-recognition basis.

Generally speaking, a non-resident entity has a substantial interest in a company if such entity directly or indirectly has (i) the ownership of, a right to acquire the ownership of, or certain rights over, shares representing 5 per cent. or more of either the total issued and outstanding capital of such company or the issued and outstanding capital of any class of shares of such company, or (ii) the ownership of, or certain rights over, profit participating certificates (*winstbewijzen*) that relate to 5 per cent. or more of either the annual profit or the liquidation proceeds of such company. Generally, an entity has a deemed substantial interest in a company if such entity has disposed of or is deemed to have disposed of all or part of a substantial interest on a non-recognition basis.

For the purpose of this summary, the term "entity" means a corporation as well as any other person that is taxable as a corporation for Dutch corporate tax purposes or would be taxable as a corporation for Dutch corporate tax purposes in case such corporation or other person would be or would be deemed to be tax resident in the Netherlands for Dutch corporate tax purposes

Where this summary refers to a holder of Instruments, an individual holding Instruments or an entity holding Instruments, such reference is restricted to an individual or entity holding legal title to as well as an economic interest in such Instruments or otherwise being regarded as owning Instruments for Dutch tax purposes. It is noted that for purposes of Dutch income, corporate and gift and inheritance tax, assets legally owned by a third party such as a trustee, foundation or similar entity, may be treated as assets owned by the (deemed) settlor, grantor or similar originator or the beneficiaries in proportion to their interest in such arrangement.

Where the summary refers to "the Netherlands" or "Dutch" it refers only to the European part of the Kingdom of the Netherlands.

Investors should consult their professional advisers as to the tax consequences of acquiring, holding and disposing of Instruments.

Withholding tax

All payments by ABB Netherlands of principal and interest under the Instruments can be made without withholding or deduction of any taxes of whatever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein, unless the relevant Instruments:

- (i) are issued under such terms and conditions that such Instruments qualify as equity of ABB Netherlands for Dutch tax purposes; or
- (ii) actually function as equity of ABB Netherlands within the meaning of article 10, paragraph 1, letter d, of the Dutch Corporation Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*); or
- (iii) are redeemable in exchange for, convertible into or linked to shares or other equity instruments issued or to be issued by ABB Netherlands or by an entity related to ABB Netherlands; or
- (iv) are held by an entity affiliated (*gelieerd*) to ABB Netherlands that (i) is considered to be resident (*gevestigd*) in a jurisdiction that is listed in the annually updated Dutch Regulation on low-taxing states and non-cooperative jurisdictions for tax purposes (*Regeling laagbelastende staten en niet-coöperatieve rechtsgebieden voor belastingdoeleinden*), or (ii) has a permanent establishment located in such jurisdiction to which the interest is attributable, or (iii) is entitled to the interest payable for the main purpose or one of the main purposes to avoid taxation for another person, or (iv) is not considered to be the recipient of the interest in its jurisdiction of residence because such jurisdiction treats another (lower tier) entity as the recipient of the interest (a hybrid mismatch), or (v) is not treated as resident anywhere (also a hybrid mismatch), all within the meaning of the Withholding Tax Act 2021 (*Wet bronbelasting 2021*).

Taxes on income and capital gains

A holder of Instruments which is not, and is not deemed to be, resident in the Netherlands for the relevant tax purposes will not be subject to taxation in the Netherlands on income or a capital gain derived from the Instruments unless:

- (i) the income or capital gain is attributable to an enterprise or part thereof which is either effectively managed in the Netherlands or carried on through a permanent establishment (*vaste inrichting*) or a permanent representative (*vaste vertegenwoordiger*) taxable in the Netherlands and the holder of Instruments derives profits from such enterprise (other than by way of the holding of securities); or
- (ii) the holder is not an individual and has, directly or indirectly, a substantial interest (*aanmerkelijk belang*) or a deemed substantial interest in ABB Netherlands or, in the case of Instruments that are exchangeable into shares of a Dutch tax resident entity, such interest in the entity the shares of which are subject of the exchange right, and such interest is held with the main purpose or one of the main purposes of avoiding personal income tax for another person; or
- (iii) the holder is an individual and such holder or a person connected to such holder (*verbonden persoon*) has, directly or indirectly, a substantial interest in ABB Netherlands or, in the case of Instruments that are exchangeable into shares of a Dutch tax resident entity, has such interest or deemed substantial interest in the entity the shares of which are subject of the exchange right; or
- (iv) the holder is an individual and the income or capital gain otherwise qualifies as income from miscellaneous activities (*belastbaar resultaat uit overige werkzaamheden*) in the Netherlands as defined in the Income Tax Act (*Wet inkomstenbelasting 2001*), including, without limitation, activities that exceed normal, active asset management (*normaal, actief vermogensbeheer*).

Gift and inheritance taxes

Dutch gift or inheritance taxes will not be levied on the occasion of the transfer of Instruments by way of gift by, or on the death of, a holder of Instruments, unless:

- (i) such holder is or is deemed to be resident in the Netherlands for the purpose of the relevant provisions; or
- (ii) the transfer is construed as an inheritance or gift made by, or on behalf of, a person who, at the time of the gift or death, is or is deemed to be resident in the Netherlands for the purpose of the relevant provisions.

Value added tax

There is no Dutch value added tax payable by a holder of Instruments in respect of payments in consideration for the acquisition of Instruments, payments of principal or interest under the Instruments, or payments in consideration for a disposal of Instruments.

Other taxes and duties

There is no Dutch registration tax, stamp duty or any other similar tax or duty payable in the Netherlands by a holder of Instruments in respect of or in connection with the execution, delivery and/or enforcement by legal proceedings (including any foreign judgment in the courts of the Netherlands) of the Instruments or the performance of ABB Netherlands' obligations under the Instruments.

Residence

A holder of Instruments will not be and will not be deemed to be resident in the Netherlands for Dutch tax purposes and, subject to the exceptions set out above, will not otherwise become subject to Dutch taxation, by reason only of acquiring, holding or disposing of Instruments or the execution, performance, delivery and/or enforcement of Instruments.

Switzerland

The following summary contains a description of certain aspects of the Swiss federal, cantonal and communal tax consequences in respect of the purchase, ownership and disposition of Instruments, if they qualify as pure debt instruments for Swiss tax purposes. This summary is based on Swiss laws and regulations and the practice of the Swiss Federal Tax Administration now in effect, all of which are subject to change, possibly with retroactive effect. It does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision of an investor to purchase, hold or dispose of Instruments. Potential investors are advised to consult their own professional advisers in light of their particular circumstances.

Swiss Federal Withholding Tax

According to current Swiss tax law and the present practice of the Swiss Federal Tax Authority, payments of interest on the Instruments and repayment of principal of the Instruments by the foreign Issuer is not subject to Swiss withholding tax, provided that the Issuer is at all times resident and managed outside Switzerland for Swiss tax purposes and that the proceeds will be used in Switzerland only up to the amount accepted by the Swiss Federal Tax Administration according to their practice published on February 5, 2019.

On 3 April 2020, the Swiss Federal Council proposed draft legislation and opened the consultation procedure regarding the reform of the Swiss withholding tax regime, which had previously been suspended. A main aspect of the draft legislation is the exemption of Swiss-domiciled legal entities and foreign investors from withholding tax on Swiss domestic interest-based investments. In essence, the draft legislation would replace the current debtor-based regime applicable to interest payments with a paying agent-based regime for Swiss withholding tax. Broadly, this paying agent-based regime would (i) subject all interest payments made through 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). 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 the Instruments, the Instruments would not be entitled to receive any additional amounts as a result of such deduction or withholding under the terms of the Instruments. However, the results of the consultation, which ended on 10 July 2020, were controversial. Consequently, on 11 September 2020, the Swiss Federal Council decided to prepare a new draft 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 Federal Parliament.

Swiss Federal Stamp Duties

The issue and the redemption of the Instruments is neither subject to Swiss federal issuance stamp duty nor to Swiss federal transfer stamp duty.

Dealings in Instruments with a term in excess of twelve months, where a Swiss domestic bank or a Swiss domestic security dealer (both terms as defined in the Swiss Federal Stamp Duty Act) acts as party or intermediary, may, subject to certain exemptions, be liable to the Swiss federal transfer stamp duty at a rate of up to 0.3 per cent. An exemption, *inter alia*, applies where both seller and purchaser are non-residents of Switzerland or of the Principality of Liechtenstein.

Income Taxation

Instruments held by non-Swiss holders

Under present Swiss law, a holder of Instruments who is a non-resident of Switzerland and who, during the taxation year, has not engaged in a trade or business through a permanent establishment within Switzerland and who is not subject to income taxation for any other reason will not be liable to Swiss federal, cantonal or communal income taxation on payments of interest on the Instruments, repayment of principal of the Instruments, or gains realised during that year on the sale or redemption of an Instrument.

Instruments held by Swiss holders as private assets

Instruments without a "predominant one-time interest payment": An individual who resides in Switzerland and privately holds an Instrument the yield-to-maturity of which predominantly derives from periodic interest payments and not from a one-time-interest-payment such as an original issue discount or a repayment premium, is required to include all payments of interest received on such Instrument as well as an original issue discount or a repayment premium in his or her personal income tax return for the relevant tax period and is taxable on the net taxable income (including the payment of interest on the Instrument) for such tax period at the then prevailing tax rates.

Instruments with a "predominant one-time interest payment": An individual who resides in Switzerland and privately holds an Instrument the yield-to-maturity of which predominantly derives from a one-time-interest-payment such as an original issue discount or a repayment premium and not from periodic interest payments, is required to include in his or her personal income tax return for the relevant tax period any periodic interest payments received on the Instrument and, in addition, any amount equal to the difference between the value of the Instrument at redemption or sale, as applicable, and the value of the Instrument at issuance or secondary market purchase, as applicable, realized on the sale or redemption of such Instrument, and converted into Swiss Francs at the exchange rate prevailing at the time of sale or redemption, issuance or purchase, respectively, and will be taxable on any net taxable income (including such amounts) for the relevant tax period. A holder of an Instrument may offset any value decrease realized by him or her on such an Instrument on sale or redemption against any gains (including periodic interest payments) realized by him or her within the same taxation period on the sale or redemption of other debt securities with a predominant one-time interest payment.

Capital gains and losses: Swiss resident individuals who sell or otherwise dispose of privately held Instruments realize either a tax-free private capital gain or a non-tax-deductible capital loss. See the preceding paragraph for a summary of the tax treatment of a gain or a loss realized on Instruments with a "predominant one-time interest payment." See "Instruments held as Swiss business assets" below for a summary on the tax treatment of individuals classified as "professional securities dealers."

Instruments held as business assets

Individual taxpayers who hold Instruments as part of Swiss business assets and corporate taxpayers holding Instruments as part of Swiss business assets who receive payments of interest on Instruments are required to recognise the payments of interest on Instruments as earnings in their profit and loss statement for the respective tax period, and may be taxable on any net earnings (including the payments of interest on the Instruments) for such period.

Individual taxpayers who hold Instruments as part of Swiss business assets and corporate taxpayers holding Instruments as part of Swiss business assets are required to recognise capital gains or losses realised on the sale of Instruments in their profit and loss statement for the respective tax period, and will be taxable on any net taxable profit for such period. The same applies to Swiss resident individuals who for income tax purposes are classified as professional securities dealers because of frequent dealing, involvement in debt-financed purchases and like criteria.

Automatic Exchange of Information

On November 19, 2014, Switzerland signed the Multilateral Competent Authority Agreement (the "MCAA"). The MCAA is based on article 6 of the OECD/Council of Europe administrative assistance convention and is intended to ensure the uniform implementation of Automatic Exchange of Information (the "AEOI"). The Federal Act on the International Automatic Exchange of Information in Tax Matters (the "AEOI Act") entered into force on January 1, 2017. The AEOI Act is the legal basis for the implementation of the AEOI standard in Switzerland.

The AEOI is being introduced in Switzerland through bilateral agreements or multilateral agreements. The agreements have, and will be, concluded on the basis of guaranteed reciprocity, compliance with the principle of speciality (i.e. the information exchanged may only be used to assess and levy taxes (and for criminal tax proceedings)) and adequate data protection.

Based on such multilateral agreements and bilateral agreements and the implementing laws of Switzerland, Switzerland collects and exchanges data in respect of financial assets, including the Instruments, held in, and income derived thereon and credited to, accounts or deposits with a paying agent in Switzerland for the benefit of individuals resident in an EU member state or in a treaty state.

Swiss Facilitation of the Implementation of the U.S. Foreign Account Tax Compliance Act

Switzerland has concluded an intergovernmental agreement with the U.S. to facilitate the implementation of FATCA. The agreement ensures that the accounts held by U.S. persons with Swiss financial institutions 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. Information will not be transferred automatically in the absence of consent, and instead will be exchanged only within the scope of administrative assistance on the basis of the double taxation agreement between the U.S. and Switzerland. On 8 October 2014, the Swiss Federal Council approved a mandate for negotiations with the U.S. on changing the current direct notification-based regime 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.

United States Tax Considerations

The following is a summary based on present law of certain United States federal income tax considerations for a prospective purchaser of Instruments issued by ABB USA. This summary addresses only the tax considerations for an initial Holder of the Instruments that acquires Instruments on their original issue at their original offering price and that is not a U.S. Person (a "**Non-U.S. Holder**"). For this purpose, a "U.S. Person" is a beneficial owner of an Instrument that is (i) a citizen or individual resident of the United States, (ii) a corporation, partnership or other entity created or organised in or under the laws of the United States or its political subdivisions, (iii) an estate the income of which is subject to United States federal income taxation regardless of its source or (iv) a trust subject to the control of a U.S. person and the primary supervision of a U.S. court. This summary also assumes that the Instruments will be treated as debt for United States federal tax purposes and that the Instruments will be offered, sold and delivered in compliance with and payments on the Instruments will be made in accordance with certain required procedures set forth in the Terms and Conditions of the Instruments and other relevant documents. Non-U.S. Holders should consult their tax advisors as to whether any particular Instruments will be treated as debt for United States

federal income tax purposes, and as to the United States tax considerations relevant to them of purchasing, holding or disposing of any Instruments which are not so treated. Finally, it does not describe any other U.S. federal tax consequences (such as estate and gift tax consequences) or tax consequences arising out of the tax laws of any state, local or non-U.S. jurisdiction.

This summary does not address all tax considerations for a beneficial owner of the Instruments and does not address the tax consequences to a Non-U.S. Holder in special circumstances, such as foreign governments and their integral parts and controlled entities and foreign central banks. It addresses only purchasers that hold Instruments as capital assets. It does not include a discussion of Instruments other than Instruments paying interest at a Fixed Rate or a Floating Rate whose rate is based on a conventional interest rate or composite of interest rates, and Non-U.S. Holders should consult their tax advisors regarding the United States tax considerations relevant to them of purchasing, holding or disposing of any such Instruments. The discussion is a general summary. It is not a substitute for tax advice.

U.S. Taxation of Instruments

Subject to the discussion below under the headings "United States Foreign Account Tax Compliance Act Withholding" and "U.S. Information Reporting and Backup Withholding", interest paid to a Non-U.S. Holder will not be subject to U.S. withholding tax, provided that:

- (i) interest paid on the Instrument is not effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States;
- (ii) the Non-U.S. Holder is not, and has not been a "10 per cent. shareholder" of ABB USA as defined in Section 871(h)(3) of the Code;
- (iii) in the case of Instruments with a maturity of more than 183 days, on or before the first payment of interest or principal, the Non-U.S. Holder has provided the Paying Agents with a valid and properly executed U.S. Internal Revenue Service Form W-8 (or successor or substitute therefor) or other appropriate form of certification of non-U.S. status sufficient to establish a basis for exemption under sections 871(h)(2)(B) and 881(c)(2)(B) of the Code or equivalent certification of non-U.S. beneficial ownership has been provided by a qualified intermediary through which such non-U.S. beneficial owner holds the Instruments; and
- (iv) no amounts are considered "dividend equivalent payments" under section 871(m).

If the Non-U.S. Holder is a partnership or trust for United States federal income tax purposes, interest paid to it may be subject to U.S. withholding tax unless all of its partners or beneficiaries can satisfy the conditions for exemption above.

If a Non-U.S. Holder cannot satisfy the requirements described above, payments of interest made to such Non-U.S. Holder generally will be subject to a 30 per cent. U.S. federal withholding tax, unless such Non-U.S. Holder provides the applicable withholding agent with a properly executed (1) IRS Form W-8BEN or W-8BEN-E (or suitable successor or substitute form) claiming an exemption from or reduction in withholding under the benefit of an applicable income tax treaty or (2) IRS Form W-8ECI (or suitable successor or substitute form) stating that interest paid on the Instrument is not subject to withholding tax because it is effectively connected with such Non-U.S. Holder's conduct of a trade or business in the United States.

Interest paid to a Non-U.S. Holder will not be subject to U.S. federal net income tax unless the interest is effectively connected with the Non-U.S. Holder's conduct of a U.S. trade or business and, if required by an applicable income tax treaty, is attributable to a permanent establishment of the Non-U.S. Holder within the United States. If a Non-U.S. Holder is eligible for the benefits of an income tax treaty between the United States and its country of residence, interest paid to such Non-U.S. Holder will be subject to U.S. federal income tax in the manner specified by the treaty and generally will only be subject to such tax if such interest is attributable to a permanent establishment maintained by the Non-U.S. Holder in the United States. To claim the benefit of a treaty, a Non-U.S. Holder must properly submit an IRS Form W-8BEN or W-8BEN-E (or suitable successor or substitute form).

A gain realised by a Non-U.S. Holder on the disposition of an Instrument will not be subject to U.S. tax unless (i) the gain is effectively connected with such Non-U.S. Holder's conduct of a U.S. trade or business and, if required by an applicable income tax treaty, is attributable to a permanent establishment of the Non-

U.S. Holder within the United States, or (ii) the Holder is an individual present in the United States for at least 183 days during the taxable year of disposition and certain other conditions are met. A Non-U.S. Holder described in (ii) of the preceding sentence generally will be subject to a flat 30 per cent. U.S. federal income tax on the gain derived from the sale, which may be offset by U.S. source capital losses, even though the Non-U.S. Holder is not considered a resident of the United States.

U.S. Information Reporting and Backup Withholding

Payments of principal and interest on the Instruments generally will not be subject to United States information reporting or backup withholding.

Proceeds from the sale, exchange or other disposition of an Instrument generally will not be subject to United States information reporting unless the sale is effected through the United States office of a broker or the foreign office of a broker that is a U.S. person, is controlled by U.S. persons or receives most of its income from (or in the case of a partnership, conducts) a business in the United States. Such proceeds will not be subject to United States backup withholding unless the sale is effected through a United States office of a broker. Any amount withheld may be credited against a Holder's United States federal income tax liability or refunded to the extent it exceeds the Holder's liability.

United States Foreign Account Tax Compliance Act Withholding

In respect of Instruments issued by ABB USA, payments of interest (including any original issue discount) and premium, if any, and gross proceeds on the disposition (including on retirement) of an Instrument generally will be subject to U.S. withholding tax under FATCA unless (i) the holder provides the ABB USA, any paying agent, U.S. intermediary or any other non-U.S. financial institution intermediary through which it holds such Instruments or receives payments on or with respect to such Instruments with information necessary to determine whether the investor is a U.S. person or a non-financial, non-U.S. entity with material direct or indirect U.S. ownership or is a foreign financial institution that itself satisfies clause (ii) and (ii) each non-U.S. financial institution through which such holder holds such Instruments or receives payments on or with respect to such Instruments either (x) has entered into an agreement with the U.S. Internal Revenue Service ("IRS") pursuant to which it agrees, among other responsibilities, to collect and provide to the IRS information about its direct and indirect U.S. accountholders and investors or (y) is subject to and in full compliance with the requirements of any applicable intergovernmental agreement between the jurisdiction of its place of organization or operation and the United States implementing an alternative to FATCA. Regulations proposed by the U.S. Treasury Department would eliminate FATCA withholding on gross proceeds on the disposition of our Instruments. The U.S. Treasury Department has stated that taxpayers may rely on these proposed regulations pending their finalization.

Prospective investors should consult their tax advisers on how these rules may apply to the relevant Issuer and to payments they may receive in connection with the Instruments. No additional amounts will be paid by the Relevant Issuer or the Guarantor in respect of any U.S. tax withheld or deducted under or in respect of FATCA. Prospective investors are encouraged to consult with their own tax advisers regarding the possible implications of this legislation on their investment in the Instruments.

THE DISCUSSION ABOVE IS A GENERAL SUMMARY. IT DOES NOT COVER ALL TAX MATTERS THAT MAY BE IMPORTANT TO A PARTICULAR INVESTOR. EACH PROSPECTIVE INVESTOR SHOULD CONSULT ITS OWN TAX ADVISER ABOUT THE TAX CONSEQUENCES OF AN INVESTMENT IN THE INSTRUMENTS UNDER THE INVESTOR'S OWN CIRCUMSTANCES.

The proposed financial transaction tax ("FTT")

On 14 February 2013, the European Commission published a proposal (the "**Commission's proposal**") for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**participating Member States**"). However, Estonia has since stated that it will not participate.

The Commission's proposal has very broad scope and could, if introduced, apply to certain dealings in the Instruments (including secondary market transactions) in certain circumstances.

Under the Commission's proposal, FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Instruments

where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of the Instruments are advised to seek their own professional advice in relation to the FTT.

GENERAL INFORMATION

1. Application has been made to the Luxembourg Stock Exchange in its capacity as the market operator of the Euro MTF Market for Instruments issued under the Programme to be admitted to trading on the Luxembourg Stock Exchange's Euro MTF Market and to be listed on the Official List of the Luxembourg Stock Exchange. The Euro MTF Market of the Luxembourg Stock Exchange is not a regulated market for the purposes of the Luxembourg Law or the Markets in Financial Instruments Directive.
2. The update of the Programme was authorised by (i) a resolution of the Board of Managing Directors of ABB Netherlands adopted on April 9, 2021, and (ii) a Unanimous Written Consent of the Board of Managing Directors of ABB USA adopted on April 9, 2021. The Guarantor has authorised the giving of the Guarantee in accordance with an excerpt dated April 21, 2021, from February 3, 2021 minutes of the meeting of the board of directors of the Guarantor.
3. The Legal Entity Identifier ("**LEI**") code of ABB Netherlands is 5493004JXXFB454B6L79. The LEI code of ABB USA is 5493002Y01YAFV45F528.
4. Save as disclosed in this Information Memorandum, there are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened, of which ABB Netherlands, ABB USA or ABB Ltd is aware) which may have, or have had during the 12 months prior to the date of this Information Memorandum, a significant effect on the financial position or profitability of ABB Netherlands, ABB USA, ABB Ltd or the ABB Group.
5. Since December 31, 2020 there has been no material adverse change in the prospects of ABB Netherlands or ABB USA nor any significant change in the financial or trading position of ABB Netherlands or ABB USA, other than as disclosed in this Information Memorandum. Since December 31, 2020, there has been no material adverse change in the prospects of ABB Ltd or the ABB Group. Save as disclosed in this Information Memorandum, since December 31, 2020 there has been no significant change in the financial or trading position of ABB Ltd or the ABB Group.
6. Save as disclosed in this Information Memorandum there has been no material change in the assets and liabilities, financial position and profits and losses of ABB Netherlands, ABB USA or ABB Ltd since December 31, 2020.
7. Each of the Issuers and the Guarantor will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Information Memorandum which is capable of affecting the assessment of any Instruments, prepare a supplement to this Information Memorandum or publish a new Information Memorandum for use in connection with any subsequent issue of Instruments.
8. The ABB Netherlands Financial Statements which comprise the balance sheet as of December 31, 2020, the profit and loss for the year then ended and the notes comprising a summary of the significant accounting policies and other explanatory information have been audited by KPMG Accountants N.V., Rotterdam, The Netherlands. KPMG Accountants N.V. issued an unqualified independent auditor's report on these financial statements and have given, and have not withdrawn, their consent to the inclusion of their independent auditor's report in this Information Memorandum in the form and context in which they are included. The registered auditors of KPMG Accountants N.V. are chartered accountants (*registeraccountants*) and are members of the *Koninklijke Nederlandse Beroepsorganisatie van Accountants - The Royal Netherlands Institute of Chartered Accountants (NBA)* and registered auditors qualified to practice in the Netherlands.
9. The ABB USA Financial Statements, which comprise the balance sheets as of December 31, 2020 and 2019, and the related statements of income, changes in stockholder's equity, and cash flows for each of the years in the two-year period ended December 31, 2020, and the related notes to the financial statements, have been audited by KPMG LLP (United States). KPMG LLP issued an unqualified auditors' report on the ABB USA Financial Statements in accordance with the auditing standards generally accepted in the United States of America.
10. The consolidated financial statements of the Group, which comprise the consolidated balance sheets as of December 31, 2020 and 2019, and the related consolidated income statements,

statements of comprehensive income, cash flows and changes in stockholders' equity for each of the three years in the three-year period ended December 31, 2020, and the related notes, have been audited by KPMG AG, Zurich, a public accounting firm registered with the Swiss Federal Audit Oversight Authority and the Public Company Accounting Oversight Board (the "PCAOB").

11. The statutory financial statements of ABB Ltd, which comprise the balance sheet, income statement and notes, for the year ended December 31, 2020, have been audited in accordance with Swiss law and Swiss Auditing Standards by KPMG AG, independent auditors registered with the Swiss Federal Audit Oversight Authority to perform audits in Switzerland.
12. Instruments have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate common code, International Securities Identification Number ("ISIN"), Financial Instrument Short Name ("FISN") and Classification of Financial Instruments ("CFI") code, if any, as applicable in relation to the Instruments of a particular Tranche and any other clearing system as shall have accepted the relevant Instruments for clearance will be specified in the relevant Final Terms.
13. Settlement arrangements will be agreed between the relevant Issuer, the relevant Dealer and the Fiscal Agent or, as the case may be, the Registrar in relation to each Tranche.
14. Each Temporary Global Instrument, Permanent Global Instrument, Definitive Instrument and Coupon will bear a legend substantially to the following effect: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the U.S. Internal Revenue Code". The following sentence will be added to the legend if so specified in the relevant Final Terms: "*[This Instrument/The Coupon/The Instruments] represented hereby may not be offered, sold or delivered to residents of the United States*".
15. Copies of the following documents will be available during usual business hours on any weekday (Saturday and public holidays excepted) at the specified office of ABB Ltd in Zurich and the Fiscal Agent in Luxembourg:
 - (i) this Information Memorandum;
 - (ii) the Fiscal Agency Agreement;
 - (iii) the Guarantee;
 - (iv) the Deeds of Covenant;
 - (v) the articles of association of ABB Netherlands, by-laws of ABB USA and the articles of incorporation of ABB Ltd;
 - (vi) each Final Terms. In the case of any Instruments in relation to which application has not been made for listing on any stock exchange, copies of the relevant Final Terms will only be available for inspection by a Holder of or, as the case may be, a relevant Accountholder (each as defined in the relevant Deed of Covenant) in respect of such Instruments;
 - (vii) any amendment or supplement to this Information Memorandum or further Information Memorandum;
 - (viii) the audited financial statements of ABB Netherlands for the year ended December 31, 2020;
 - (ix) the audited financial statements of ABB USA for the year ended December 31, 2020;
 - (x) the audited consolidated financial statements of the Group for the year ended December 31, 2020;
 - (xi) the Q1 2021 Financial Information;

- (xii) the Issuer-ICSDs Agreement which is entered into between ABB Netherlands and Euroclear and/or Clearstream, Luxembourg (with respect to the settlement in Euroclear and/or Clearstream, Luxembourg of Instruments in New Global Note form); and
 - (xiii) the Issuer-ICSDs Agreement which is entered into between the ABB USA and Euroclear and/or Clearstream, Luxembourg (with respect to the settlement in Euroclear and/or Clearstream, Luxembourg of Instruments in New Global Note form).
16. The Issuers do not publish interim financial information. The Guarantor publishes annual audited consolidated financial statements as well as quarterly unaudited interim consolidated financial information. The Guarantor also publishes annual audited statutory financial statements. The Guarantor does not publish interim statutory financial information.
17. As at the date stated on the front of this Information Memorandum no audited accounts of ABB Netherlands, ABB USA, ABB Ltd or the Group have been published in respect of any period subsequent to December 31, 2020.

SCHEDULE 1 GUARANTEE

This guarantee (the "**Guarantee**") dated April 30, 2021 is entered into by

ABB Ltd, Affolternstrasse 44, 8050 Zurich, Switzerland (the "**Guarantor**")

Whereas

- (A) ABB Finance B.V. and ABB Finance (USA) Inc. (each an "**Issuer**" and together the "**Issuers**") and the Guarantor have together established a programme (the "**Programme**"), for the issuance of up to USD 8,000,000,000 in aggregate principal amount of debt instruments (the "**Instruments**").
- (B) The Instruments will be issued pursuant to a dealership agreement dated as of April 30, 2021, as amended and restated from time to time, between the Guarantor, the Issuers, BNP Paribas as Arranger and the Dealers named in it (the "**Dealership Agreement**") and a fiscal agency agreement dated as of April 30, 2021, as amended and restated from time to time, among, *inter alia*, the Guarantor, the Issuers and the Paying Agents named in it (the "**Fiscal Agency Agreement**"). Each Issuer has executed a deed of covenant dated as of April 30, 2021, as amended and restated from time to time (each a "**Deed of Covenant**" and together the "**Deeds of Covenant**") in relation to the Instruments issued pursuant to the Programme.
- (C) In connection with the Programme, the Guarantor has agreed to issue this guarantee (the "**Guarantee**") to each of the holders of the Instruments and the Accountholders (as defined in the respective "**Deed of Covenant**") (the holders of the Instruments and the Accountholders, collectively the "**Holders**").
- (D) The Guarantee may be modified in accordance with the terms of the Fiscal Agency Agreement.

Now, therefore the Guarantor undertakes as follows:

1. **Definitions**

Terms defined in or for the purposes of the Fiscal Agency Agreement, the Dealership Agreement, the Deeds of Covenant and/or the Instruments shall have the same meaning in this Guarantee (including the Recitals), except where the context requires otherwise or where a different meaning is attributed to the relevant terms. Any references herein to any amounts payable, howsoever described, in respect of Instruments issued by an Issuer shall include any amounts payable by that Issuer under or in connection with its Deed of Covenant.

2. **Guarantee**

The Guarantor, in accordance with Article 111 of the Swiss Code of Obligations (*Schweizerisches Obligationenrecht*, "**CO**") and the terms hereof, as primary obligor and not merely as a surety, irrespective of the validity and the legal effects of the Instruments, irrespective of restrictions of any kind on the respective Issuer's performance of its obligations under the Instruments, and waiving all rights of objection and defense arising from the Instruments, hereby irrevocably and unconditionally guarantees to the Holders, the due and punctual payment of principal, premium (if any), and interest (including any additional amounts required to be paid in accordance with the terms and conditions of the Instruments) expressed to be due and payable by an Issuer in respect of its Instruments, whether at stated maturity, upon redemption or repurchase, by acceleration or otherwise, and accordingly undertakes to pay such Holder, in the manner and the currency set forth in the terms and conditions of the Instruments, any such amount or amounts which an Issuer has failed to pay, including amounts that become due in advance of their stated maturity as a result of acceleration. Any diligence, presentment, demand, protest or notice, whether in relation to the Guarantor, an Issuer, or any other person, from a Holder, in respect of any of the Guarantor's obligations under the Guarantee is hereby waived.

3. **Status**

The obligations of the Guarantor under this Guarantee constitute direct, unsecured and unsubordinated obligations of the Guarantor and the Guarantor undertakes that its obligations

hereunder will rank *pari passu* with all other present or future direct, unsecured and unsubordinated obligations of the Guarantor, save for such obligations as may be mandatorily preferred by law.

4. **Duration**

This Guarantee is a guarantee of payment and not merely of collection and it shall continue in full force and effect by way of continuing security until all principal, premium and interest (including any additional amounts required to be paid in accordance with the terms and conditions of the Instruments) have been paid in full and all other actual or contingent obligations of the Issuers in relation to the Instruments or under the Programme have been satisfied in full.

Notwithstanding the foregoing, if any payment received by any Holder is, on the subsequent bankruptcy or insolvency of an Issuer, avoided under any applicable laws, including, among others, laws relating to bankruptcy or insolvency, such payment will not be considered as having discharged or diminished the liability of the Guarantor and this Guarantee will continue to apply as if such payment had at all times remained owing by such Issuer.

5. **Taxation**

All payments under this Guarantee shall be made free and clear of, and without withholding or deduction for, taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Switzerland or any authority therein or thereof having power to tax ("**Taxes**"), unless such withholding or deduction is required by law. In that event, the Guarantor shall pay such additional amounts as shall result in receipt by the relevant Holder of such amounts as would have been received by it had no such withholding or deduction been required ("**Additional Amounts**"), except that no such Additional Amounts shall be payable with respect to the Guarantee:

- (a) to, or to a third party on behalf of, a Holder or another beneficiary of the Guarantee, which is liable to such Taxes in respect of such payment under the Guarantee by reason of his having some connection with the jurisdiction by which such Taxes have been imposed, levied, collected, withheld or assessed other than the mere benefit under the Guarantee; or
- (b) where the Instrument or Coupon is presented or surrendered for payment more than 30 days after the Relevant Date, except to the extent that the relevant Holder would have been entitled to additional amounts on presenting or surrendering the Instrument or Coupon for payment on the last day of the period of 30 days assuming that day to have been a day on which the Holder of such Instrument or Coupon is entitled to receive payment in accordance with Condition 9A.05 or, as the case may be, Condition 9B.02; or
- (c) to, or to a third party on behalf of, a Holder or another beneficiary of the Guarantee who is able to avoid such withholding or deduction by presenting any form or certificate and/or making a declaration of non-residence or other similar claim for exemption to the relevant tax authority, or to the extent that such Holder or beneficiary is able to credit or obtain a refund of such amount withheld or deducted from any tax authority; or
- (d) where any such taxes, duties, assessments or other governmental charges are imposed on a payment in respect of the Instruments required to be made pursuant to laws enacted by Switzerland providing for the taxation of payments according to principles similar to those laid down in the draft legislation of the Swiss Federal Council of 3 April 2020 altering the debtor-based Swiss federal withholding tax system to a paying-agent system where a person other than an Issuer has to withhold tax on any interest payments or securing of interest payments; or
- (e) where taxes, withholdings, or deductions are imposed in respect of Sections 1471 through 1474 of the United States Internal Revenue Code of 1986, as amended (the "**Code**"), the regulations thereunder, official interpretations thereof, agreements entered into pursuant to section 1471(b) of the Code, and certain fiscal or regulatory legislation, rules or practices adopted pursuant to intergovernmental agreements entered into in connection with the implementation of such sections of the Code; or

- (f) where the Instrument or Coupon is presented for payment by or on behalf of a Holder who would have been able to avoid such withholding or deduction (i) by presenting the Instrument or Coupon to another paying agent, or (ii) by authorizing the paying agent to report information in accordance with the procedure laid down by the relevant tax authority or by producing, in the form required by the relevant tax authority, a declaration, claim, certificate, document or other evidence establishing exemption therefrom; or
- (g) in respect of any estate, inheritance, gift, sales, transfer, wealth or personal property tax or any similar tax, duty, assessment or governmental charge; or
- (h) in respect of any Taxes that are payable otherwise than by withholding or deduction by the Guarantor, or by a Paying Agent, from the payment of the amount payable in respect of the Guarantee; or
- (i) in respect of any combination of taxes, duties, assessments or other governmental charges referred to in the preceding clauses (a), (b), (c), (d), (e), (f), (g) or (h).

6. **Exercise of Rights, Subrogation and Claims against the Issuers**

Until all principal, premium (if any) and interest and all other monies payable by an Issuer in respect of its Instruments shall be paid in full, (i) no right of the Guarantor, by reason of the performance of any of its obligations under this Guarantee, to be indemnified by such Issuer or to take the benefit of or enforce any security or other guarantee or indemnity against such Issuer in connection with its Instruments shall be exercised or enforced and (ii) the Guarantor shall not (a) by virtue of this Guarantee or any other reason be subrogated to any rights of any Holder or (b) claim in competition with the Holders against such Issuer.

7. **Notices**

Each notice or demand under the Guarantee shall be made in writing, in English, and may be sent by messenger, fax or pre-paid first class post to the Guarantor at the address, and for the attention of the person, from time to time designated by the Guarantor for the purposes of the Guarantee. Any such notice or demand shall be effective when actually received by such addressee. The address, attention and telefax number of the Guarantor for notices or demands under the Guarantee for the time being are as follows:

ABB Ltd
Affolternstrasse 44
8050 Zurich
Switzerland
Fax: +41 43 317 79 92
Attention: Legal Department

8. **Assignment**

The Guarantor shall not be entitled to assign or transfer any or all of its rights, benefits or obligations under this Guarantee.

9. **Severability**

If a provision of this Guarantee is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction or in any other jurisdiction of any other provision of this Guarantee.

10. **Subsequent Guarantees**

Any Instruments issued by an Issuer under the Programme on or after the date of this Guarantee shall have the benefit of this Guarantee, but shall not have the benefit of any subsequent guarantee relating to the Programme, unless expressly so provided in any such subsequent guarantee.

11. **Governing Law and Jurisdiction**

This Guarantee shall be governed by and construed in accordance with the substantive laws of Switzerland.

All disputes arising out of or in connection with this Guarantee shall be resolved exclusively by the courts of the Canton of Zurich, venue being Zurich 1.

Guarantor:

ABB Ltd

By:

Name: Timo J. Ihamuotila

Function: Chief Financial Officer

By:

Name: Maria Varsellona

Function: General Counsel

INDEX OF DEFINED TERMS

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