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Base Offering Memorandum dated 7 September 2021

VEON HOLDINGS B.V.

(a private company with limited liability incorporated under the laws of the Netherlands)

US$6,500,000,000

Global Medium Term Note Programme

VEON Holdings B.V., a private company with limited liability incorporated under the laws of the Netherlands (the "**Issuer**") has established a US$6,500,000,000 Global Medium Term Note Programme (the "**Programme**"), pursuant to which it may from time to time issue notes (the "**Notes**") denominated in any currency agreed with the relevant Dealer(s) (as defined below), subject to compliance with all applicable legal and/or regulatory and/or central bank requirements, as specified in the relevant Final Terms (as defined below). The Notes will be constituted by and have the benefit of an amended and restated trust deed dated 7 September 2021 (as may be supplemented, amended or restated from time to time, the "**Trust Deed**"), between the Issuer and Citibank, N.A., London Branch (the "**Trustee**", which term shall include any successor trustee under the Trust Deed). The Issuer is a direct, wholly owned subsidiary of VEON Amsterdam B.V., a private company with limited liability incorporated under Dutch law, which is in turn a direct, wholly owned subsidiary of VEON Ltd., an exempted company limited by shares registered in Bermuda (together with its consolidated subsidiaries, "**VEON**").

The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed US$6,500,000,000 (or its equivalent in other currencies), subject to increase as described herein.

Application has been made to the Luxembourg Stock Exchange for the Notes issued under the Programme during the period of 12 months from the date of this Base Offering Memorandum to be admitted to listing on the Official List of the Luxembourg Stock Exchange and trading on the Euro MTF market (the "**Euro MTF**"), which is not a regulated market within the meaning of Directive 2014/65/EU concerning markets in financial instruments, as amended ("**MIFID II**"). However, Notes may be issued under the Programme which will not be listed on the Official List of the Luxembourg Stock Exchange or traded on the Euro MTF or any other stock exchange and/or market, and the Final Terms applicable to a Series will specify whether or not the Notes of such Series will be listed and admitted to trading on the Euro MTF or any other stock exchange and/or market. With respect to the Programme and any listed Notes issued under the Programme, there can be no assurance that a listing on the Official List of the Luxembourg Stock Exchange or any other stock exchange will be achieved prior to the issue date of any Notes or otherwise. In relation to the Notes listed on the Official List of the Luxembourg Stock Exchange, this Base Offering Memorandum is valid for a period of 12 months from the date hereof. The Euro MTF falls within the scope of Regulation (EU) 596/2014, as amended, on market abuse and Directive 2014/57/EU, as amended, on criminal sanctions for market abuse.

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and any other terms and conditions not contained herein which are applicable to each Tranche (as defined herein) of Notes will be set out in a final terms document (the "**Final Terms**") or in a separate prospectus specific to such Tranche (the "**Drawdown Prospectus**") as described under "*Overview of the Programme*" herein, which will be filed with the Official List of the Luxembourg Stock Exchange to the extent the relevant Notes will be listed thereon. Copies of such Final Terms and Drawdown Prospectus will also be published on the Luxembourg Stock Exchange's website at www.bourse.lu.

This Base Offering Memorandum constitutes a prospectus for purposes of Part IV of the Luxembourg law on Prospectuses for securities dated 16 July 2019.

AN INVESTMENT IN ANY NOTES ISSUED UNDER THE PROGRAMME INVOLVES CERTAIN RISKS. SEE "RISK FACTORS".

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"). Notes may be offered and sold (i) within the United States to qualified institutional buyers ("**QIBs**") (as defined in Rule 144A under the Securities Act ("**Rule 144A**")), in reliance on the exemption from registration provided by Rule 144A ("**Rule 144A Notes**") and (ii) outside the United States to non-U.S. persons in offshore transactions in reliance on Regulation S ("**Regulation S**") under the Securities Act ("**Regulation S Notes**"). Prospective purchasers are hereby notified that sellers of Notes may be relying on an exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.

The minimum denomination of any Notes issued under the Programme shall be €100,000 (or its equivalent in any other currency as at the date of issue of the relevant Notes). Subject thereto and in compliance with all applicable legal, regulatory or central bank requirements, Notes will be issued in such denominations as may be specified in the relevant Final Terms.

The Notes issued under the Programme are expected to be rated BBB- by Fitch Ratings Ltd ("**Fitch**") and BB+ by Standard & Poor's Ratings Services ("**S&P**").

Fitch is established in the United Kingdom and is registered in accordance with Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**EUWA**") (the "**UK CRA Regulation**"). Fitch is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009, as amended (the "**CRA Regulation**"). The ratings issued by Fitch have been endorsed by Fitch Ratings Ireland Limited in accordance with the CRA Regulation. Fitch Ratings Ireland Limited is established in the European Union and registered under the CRA Regulation. As such, Fitch Ratings Ireland Limited is included in the list of credit rating agencies published by ESMA on its website (at http://www.esma.europa.eu/page/List-registered-and-certified-CRAs) in accordance with the CRA Regulation. S&P is established in the European Union and is registered under the CRA Regulation. As such, S&P is included in the list of credit rating agencies published by ESMA on its website (at http://www.esma.europa.eu/page/List-registered-and-certified-CRAs) in accordance with the CRA Regulation. The ratings issued by S&P have been endorsed by S&P Global Ratings UK Limited. S&P Global Ratings UK Limited is established in the United Kingdom and is registered in accordance with the UK CRA Regulation. Notes issued under the Programme may be rated or unrated. Where an issue of Notes is rated, the applicable rating(s) will be specified in the relevant Final Terms. Such rating will not necessarily be the same as the rating assigned to the Issuer by the relevant rating agency. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Amounts payable under the Floating Rate Notes may be calculated by reference to either LIBOR, EURIBOR or RUONIA, which are provided by ICE Benchmark Administration Limited ("**ICE**"), the European Money Markets Institute (the "**EMMI**") and the National Foreign Exchange Association ("**NFEA**"), respectively. As at the date of this Base Offering Memorandum, from the list of above-named administrators, only the EMMI is included on the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of Regulation (EU) 2016/1011, as amended (the

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"**Benchmarks Regulation**") or the Benchmarks Regulation as it forms part of domestic law by virtue of the EUWA (the "**UK Benchmarks Regulation**"). As far as the Issuer is aware, the transitional provisions in Article 51 of the Benchmarks Regulation and the UK Benchmarks Regulation apply, such that neither the NFEA nor ICE is currently required to obtain authorisation or registration (or, if located outside the European Union ("**EU**"), recognition, endorsement or equivalence).

Arrangers and Dealers

Citigroup **J.P. Morgan**

Dealer

Barclays

IMPORTANT INFORMATION

This Base Offering Memorandum constitutes a "base prospectus" for the purposes of the admission to listing on the Official List of the Luxembourg Stock Exchange and to trading of the Notes on the Euro MTF in accordance with the rules and regulations of the Luxembourg Stock Exchange (the "**Rules**"). The Euro MTF is not a "regulated market" pursuant to Article 44 of MiFID II. The Euro MTF falls within the scope of Regulation (EU) 596/2014 on market abuse, as amended, and the related Directive 2014/57/EU on criminal sanctions for market abuse. This Base Offering Memorandum therefore does not comprise a base prospectus for the purposes of Article 8 of Regulation (EU) 2017/1129, as amended (the "**Prospectus Regulation**").

This Base Offering Memorandum should be read and construed together with any supplements hereto and, in relation to any Tranche of Notes, should be read and construed together with the relevant Final Terms. In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus (as defined below), each reference in this Base Offering 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 Prospectus, unless the context requires otherwise.

Notes may be issued on a continuing basis to one or more of the Dealers specified under "*Overview of the Programme*" and any additional Dealers appointed under the Programme from time to time by the Issuer (each, a "**Dealer**" and, together, the "**Dealers**"), which appointment may be for a specific issue of Notes under the Programme or on an ongoing basis. In the context of a discussion of an issue of a particular Tranche of Notes, reference in this Base Offering Memorandum to "**relevant Dealer**" or "**relevant Dealers**" shall be to the Dealer or Dealers agreeing to subscribe for the particular Tranche of Notes.

As used herein, "**Tranche**" means Notes which are identical in all respects (including as to listing and admission to trading) and "**Series**" means a Tranche of Notes together with any further Tranche or Tranches of Notes which (a) are expressed to be consolidated and form a single series and (b) have the same terms and conditions or terms and conditions which are the same in all respects (including as to listing and admission to trading) save for their respective Issue Dates, Interest Commencement Dates (save for any Zero Coupon Notes) and/or Issue Prices (each as specified in the relevant Final Terms). Details applicable to each Tranche and Series will be specified in a supplement to this Base Offering Memorandum (each, the relevant "**Final Terms**") or a separate offering memorandum specific to such Tranche or Series (each, a "**Drawdown Prospectus**"). Where any Notes issued pursuant to a Drawdown Prospectus are to be admitted to trading on the Euro MTF and listed on the Official List of the Luxembourg Stock Exchange, application must be made to the Luxembourg Stock Exchange for the approval of the Drawdown Prospectus.

The language of this Base Offering Memorandum and the Final Terms in respect of any Tranche of Notes is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

Each potential investor in Notes 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 Notes, the merits and risks of investing in Notes and the information contained or incorporated by reference in this Base Offering Memorandum and 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 Notes and the impact Notes will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's home currency;
- understand thoroughly the terms of Notes 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 advisor) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes may be complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments 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 Notes which are complex financial instruments unless it has the expertise (either alone or with a financial advisor) to evaluate how such Notes will perform under changing conditions, the resulting effects on the value of Notes and the impact this investment will have on the potential investor's overall investment portfolio.

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

The distribution of this Base Offering Memorandum, any supplement and any Final Terms and the offering, sale and delivery of any Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Offering Memorandum, any supplement or any Final Terms comes are required by the Issuer and the Dealers and the Arrangers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of this Base Offering Memorandum, any supplement or any Final Terms and other offering material relating to any Notes, see "*Transfer Restrictions*" and "*Plan of Distribution*".

Interest and/or other amounts payable under the Notes may be calculated by reference to certain reference rates. Any such reference rate may constitute a benchmark for the purposes of the Benchmarks Regulation. If any such reference rate does constitute such a benchmark, the Final Terms will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmarks Regulation. Transitional provisions in the Benchmarks Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the Final Terms. The registration status of any administrator under the Benchmarks Regulation is a matter of public record and, save where required by applicable law, the Issuer does not intend to update the relevant Final Terms to reflect any change in the registration status of the administrator.

In this Base Offering Memorandum, unless otherwise specified or the context otherwise requires, a reference to a law or a provision of a law is a reference to that law or provision as extended, amended or re-enacted.

THE NOTES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE "SEC"), ANY STATE SECURITIES COMMISSION IN THE UNITED STATES OR ANY OTHER U.S. REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE NOTES OR THE ACCURACY OR THE ADEQUACY OF THIS BASE OFFERING MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

MiFID II PRODUCT GOVERNANCE / TARGET MARKET

The Final Terms in respect of any Notes may include a legend entitled "MiFID II Product Governance", which will outline the target market assessment in respect of the Notes and which channels for distribution of Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels. A determination will be made in relation to each issue of Notes whether, for the purpose of the product governance rules under EU Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arrangers nor the Dealers nor any of their respective affiliates will be a manufacturer for purposes of the MiFID Product Governance Rules.

UK MiFIR PRODUCT GOVERNANCE / TARGET MARKET

The Final Terms in respect of any Notes may include a legend entitled "UK MiFIR Product Governance", which will outline the target market assessment in respect of the Notes and which channels for distribution of Notes are

appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels. A determination will be made in relation to each issue of Notes whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arrangers nor the Dealers nor any of their respective affiliates will be a manufacturer for purposes of the UK MIFIR Product Governance Rules.

NOTICE TO EEA RETAIL INVESTORS

Unless the Final Terms in respect of any Notes specify the "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", the Notes are not intended to be offered, sold or otherwise made available to, and with effect from such date, should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "**EEA**"). For these purposes, (a) 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 (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; or (iii) not a qualified investor as defined in the Prospectus Regulation, and (b) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes (or beneficial interests therein) to be offered so as to enable an investor to decide to purchase or subscribe for such Notes (or beneficial interests therein). Consequently, no key information document required by Regulation (EU) No. 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been or will be prepared and, therefore, offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

NOTICE TO UK RETAIL INVESTORS

Unless the Final Terms in respect of any Notes specify the "Prohibition of Sales to UK Retail Investors" as "Not Applicable", the Notes are not intended to be offered, sold or otherwise made available to, and with effect from such date, should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the "**UK**"). For these purposes, (a) 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 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 ("**UK MiFIR**"); or (iii) not a qualified investor as defined in the Prospectus Regulation; and (b) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes (or beneficial interests therein) to be offered so as to enable an investor to decide to purchase or subscribe for such Notes (or beneficial interests therein). 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 Notes or otherwise making them available to retail investors in the UK has been prepared and, therefore, offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

NOTICE TO INVESTORS IN THE UNITED KINGDOM

This Base Offering Memorandum has not been approved by an authorised person in the United Kingdom and is for distribution only to relevant persons who (i) are outside the United Kingdom, (ii) are investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "**Financial Promotion Order**"), (iii) are high net worth entities, and other persons to whom it may lawfully be communicated, falling within Article 49(2)(a) to (d) of the Financial Promotion Order, or (iv) are persons to whom this Base Offering Memorandum may otherwise be distributed without contravention of an invitation or inducement to engage in investment activity within the meaning of section 21 of the Financial Services and Markets Act 2000, as amended (the "**FSMA**") (all such persons together being referred to as "**relevant persons**"). This Base Offering Memorandum is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this Base Offering Memorandum relates is available only to relevant persons and will be engaged in only with relevant persons.

NOTICE TO INVESTORS IN THE RUSSIAN FEDERATION

This Base Offering Memorandum or information contained therein is not an offer, or an invitation to make offers, to sell, exchange or otherwise transfer securities in the Russian Federation to or for the benefit of any Russian person or entity and does not constitute an advertisement or offering of securities in the Russian Federation within the meaning of Russian securities laws. Information contained in this Base Offering Memorandum is not intended for any persons in the Russian Federation who are not "qualified investors" within the meaning of Article 51.2 of the Federal Law No. 39-FZ "On the Securities Market" dated 22 April 1996, as amended (the "Russian QIs") and must not be distributed or circulated into Russia or made available in Russia to any persons who are not Russian QIs, unless and to the extent they are otherwise permitted to access such information under Russian law. The Notes have not been and will not be registered in Russia and are not intended for "placement" or "circulation" in Russia (each as defined in Russian securities laws) unless and to the extent otherwise permitted under Russian law.

NOTICE TO INVESTORS IN SINGAPORE

Notification under Section 309B(1)(c) of the Securities and Futures Act — In connection with Section 309B of the Securities and Futures Act, Chapter 289 of Singapore (the "**Securities and Futures Act**") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), unless otherwise specified before an offer of Notes, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309(A)(1) of the Securities and Futures Act), that the Notes are prescribed capital markets products (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in the MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and the MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

This Base Offering Memorandum has not been registered as a prospectus in Singapore with the Monetary Authority of Singapore. Accordingly, this Base Offering Memorandum and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes may not be circulated or distributed, nor may the Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "**SFA**"), (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), 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 Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is: (1) 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 (2) 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 (as defined in Section 239(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 Notes pursuant to an offer made under Section 275 of the SFA except: (a) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person from an offer referred to in Section 275(1A) or 276(4)(i)(B) of the SFA; (b) where no consideration is or will be given for the transfer; (c) where the transfer is by operation of law; (d) as specified in Section 276(7) of the SFA; or (e) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

NOTICE TO INVESTORS IN CANADA

The Notes 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 Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws. Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Base Offering 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.

NOTICE TO INVESTORS IN THE NETHERLANDS REGARDING ZERO COUPON NOTES

Zero Coupon Notes (as defined below) in definitive form of the Issuer may only be transferred and accepted, directly or indirectly, within, from or into the Netherlands through the mediation of either the Issuer or a member firm of Euronext Amsterdam in full compliance with the Dutch Savings Certificates Act (*Wet inzake spaarbewijzen*) of 21 May 1985 (as amended) and its implementing regulations (the "**Dutch Savings Certificates Act**"). No such mediation is required: (a) in respect of the transfer and acceptance of rights representing an interest in a Zero Coupon Note in global form, or (b) in respect of the initial issue of Zero Coupon Notes in definitive form to the first holders thereof, or (c) in respect of the transfer and acceptance of Zero Coupon Notes in definitive form between individuals not acting in the conduct of a business or profession, or (d) in respect of the transfer and acceptance of such Zero Coupon Notes within, from or into the Netherlands if all Zero Coupon Notes (either in definitive form or as rights representing an interest in a Zero Coupon Note in global form) of any particular Series are issued outside the Netherlands and are not distributed into the Netherlands in the course of initial distribution or immediately thereafter. In the event that the Dutch Savings Certificates Act applies, certain identification requirements in relation to the issue and transfer of, and payments on, Zero Coupon Notes have to be complied with. As used herein, "Zero Coupon Notes" are Notes 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.

STABILISATION

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in the relevant Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, 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 Notes 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 Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation or over-allotment must be conducted by the Stabilisation Manager(s) (or person(s) acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws, regulations and rules.

U.S. INFORMATION

This Base Offering Memorandum is being submitted on a confidential basis in the United States to a limited number of QIBs for informational use solely in connection with the consideration of the purchase of the Notes being offered hereby. Its use for any other purpose in the United States is not authorised. It may not be copied or reproduced in whole or in part nor may it be distributed or any of its contents disclosed to anyone other than the prospective investors to whom it is originally submitted.

Notes may be offered or sold within the United States only to QIBs in transactions exempt from registration pursuant to Rule 144A under the Securities Act. Each U.S. purchaser of Notes is hereby notified that the offer and sale of any Notes to it may be made in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A.

Each purchaser or holder of Notes represented by a Rule 144A Global Note (as defined below) or any Notes issued in exchange or substitution therefor (together, "**Legended Notes**") will be deemed, by its acceptance or purchase of any such Legended Notes, to have made certain representations and agreements intended to restrict the resale or other transfer of such Notes as set out in "*Transfer Restrictions*" and "*Plan of Distribution*".

ADDITIONAL INFORMATION

The Issuer is not required to file periodic reports under Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended (the "**U.S. Exchange Act**"). For so long as the Issuer is not a reporting company under Section 13 or 15(d) of the U.S. Exchange Act or exempt from reporting pursuant to Rule 12g3-2(b) thereunder, the Issuer will, upon request, furnish to each holder of Notes that are "restricted securities" (within the meaning of Rule 144(a)(3) under the Securities Act) and to each prospective purchaser thereof designated by such holder

upon request of such holder or prospective purchaser, in connection with a transfer or proposed transfer of any Rule 144A Notes, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act. As long as the relevant Notes are represented by a Rule 144A Global Note (as defined herein), for the purposes of this paragraph, the expression "holder" shall be deemed to include account holders in the clearing systems who have interests in the relevant Rule 144A Global Note.

RESPONSIBILITY STATEMENT

The Issuer accepts responsibility for the information contained in this Base Offering Memorandum. To the best of the knowledge and belief of the Issuer (having taken all reasonable care to ensure that such is the case) the information contained in this Base Offering Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information. Where third party information has been used in this Base Offering Memorandum, the source of such information has been identified. Such information has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from the information published by such third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading in any material respect.

None of the Arrangers or any of the Dealers has independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability (whether arising in tort or contract or otherwise) is accepted by the Arrangers or any of the Dealers, or any director, officer, employee, agent or affiliate (as defined in Rule 405 of the Securities Act) of any such person, as to the accuracy or completeness of the information contained in this Base Offering Memorandum or any other information provided by the Issuer in connection with the Programme. To the fullest extent permitted by law, none of the Arrangers or any of the Dealers accepts any responsibility for the contents of this Base Offering Memorandum or for any other statement, made or purported to be made by the Arrangers or any of the Dealers or on their behalf in connection with the Issuer or the issue and offering of the Notes. Each of the Arrangers and the Dealers accordingly disclaims all and any liability whether arising in tort or contract or otherwise which it might otherwise have in respect of this Base Offering Memorandum or any such statement. None of the Dealers or Arrangers undertakes to review the financial condition or affairs of the VEON Group during the life of the arrangements contemplated by this Base Offering Memorandum nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealers or the Arrangers.

Neither the delivery of this Base Offering Memorandum or any Final Terms nor the offering, sale or delivery of any Note shall, in any circumstances, create any implication that the information contained in this Base Offering Memorandum is true subsequent to the date hereof or the date upon which this Base Offering 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 condition (financial or otherwise) of the Issuer since the date hereof or, if later, the date upon which this Base Offering Memorandum 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. Furthermore, none of the Issuer, the Trustee, the Dealers, the Arrangers or the Agents makes any representation about the treatment for taxation purposes of payments or receipts in respect of any Notes received by any Noteholder. Each investor contemplating acquiring Notes under the Programme must seek such tax or other professional advice as it considers necessary for the purpose.

Neither this Base Offering Memorandum nor any other information supplied in connection with the Programme or any Notes should be considered as a recommendation by the Issuer, the Trustee, the Dealers, the Arrangers or the Agents that any recipient of this Base Offering Memorandum, or any other information supplied relating to the Programme or any Notes, should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer and the VEON Group and the terms of the offering, including the merits and risks involved. For further details, see section "*Risk Factors*" herein. Neither this Base Offering Memorandum nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer or invitation by or on behalf of the Issuer or any of the Trustee, the Dealers, the Arrangers, the Agents or any other person to any person to subscribe for or to purchase any Notes in any jurisdiction where such offer or invitation is prohibited.

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Base Offering Memorandum or any other document entered into in relation to the Programme or any information supplied by the Issuer or such other information as is in the public domain and, if given or made, such information or representation should not be relied upon as having been authorised by the Issuer, the

Trustee or any Arranger, Dealer or the Registrar, any Paying Agent, any Transfer Agent, the Authentication Agent or the Calculation Agent (collectively, the "**Agents**").

SUPPLEMENTS TO THIS BASE OFFERING MEMORANDUM

Following the publication of this Base Offering Memorandum, supplements may be prepared by the Issuer and approved by the Luxembourg Stock Exchange. Statements contained in any such supplement shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Offering Memorandum. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Offering Memorandum.

The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Base Offering Memorandum that is capable of affecting the assessment of any Notes, prepare a supplement to this Base Offering Memorandum or publish a new Base Offering Memorandum for use in connection with any subsequent issue of Notes.

The Issuer may agree with any Dealer that Notes may be issued in a form not contemplated by the terms and conditions of the Notes set out herein (the "**Conditions**"), in which event a supplemental Base Offering Memorandum or a Drawdown Prospectus will be published, if appropriate, which will describe the effect of the agreement reached in relation to such Notes.

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INCORPORATION BY REFERENCE

VEON Ltd., the indirect parent company of the Issuer, is subject to the information and reporting requirements of the U.S. Exchange Act, and, in accordance with the U.S. Exchange Act, it files annual and other reports and other information with the SEC. We are incorporating by reference certain documents that have been filed with the SEC and are available on their website at https://www.sec.gov or which have been made available on the website of VEON Ltd. at https://www.veon.com/ as described below. You may read and copy any document that VEON Ltd. files with the SEC at the SEC's public reference room at 100 F Street, NE, Washington, D.C., 20549. You may also inspect such filings on the internet website maintained by the SEC at www.sec.gov. All documents incorporated by reference, together with this Base Offering Memorandum, will be viewable at the website of the Luxembourg Stock Exchange at https://www.bourse.lu.

The information incorporated by reference is deemed to be part of this Base Offering Memorandum. Any statement contained in a previously filed document incorporated by reference will be deemed to be modified or superseded for purposes of this Base Offering Memorandum to the extent that a statement contained in this Base Offering Memorandum modifies or replaces that statement.

This Base Offering Memorandum incorporates by reference the documents set forth below that have previously been filed with the SEC:

- our Annual Report on Form 20-F for the year ended 31 December 2020, which was filed with the SEC on 15 March 2021, including the audited consolidated financial statements of VEON Ltd. as of the years ended 31 December 2020 and 2019 and for the three years ended 31 December 2020, 2019 and 2018 (the "**Audited Consolidated Financial Statements**"); and

- our Report of Foreign Private Issuer on Form 6-K (No. 211221604) furnished to the SEC on 30 August 2021, including the unaudited interim condensed consolidated financial statements of VEON Ltd. as of 30 June 2021 and for the six and three-month periods ended 30 June 2021 and 2020 (the "**Unaudited Q2 Interim Condensed Consolidated Financial Statements**").

You should rely only upon the information provided in or incorporated by reference in this Base Offering Memorandum. If information in incorporated documents conflicts with information contained in, or incorporated into, this Base Offering Memorandum, you should rely on the most recent information. We have not authorised anyone to provide you with different information. You should not assume that the information in this Base Offering Memorandum is accurate as of any date other than the date of this Base Offering Memorandum. For the avoidance of doubt, unless expressly incorporated by reference, nothing in this Base Offering Memorandum shall be deemed to incorporate by reference information furnished to, but not filed with, the SEC.

Copies of all documents incorporated by reference in this Base Offering Memorandum, will be provided at no cost to each person, including any beneficial owner of Notes issued under the Programme, who receives a copy of this Base Offering Memorandum on the written or oral request of that person made to:

VEON Holdings B.V.
Claude Debussylaan 88
1082 MD
Amsterdam, the Netherlands
Tel: +31 20 79 77 200
Attention: Investor Relations

FORWARD-LOOKING STATEMENTS

This Base Offering Memorandum includes estimates and "forward-looking statements" within the meaning of the securities laws of certain applicable jurisdictions, including Section 27A of the Securities Act and Section 21E of the U.S. Exchange Act. These estimates and forward-looking statements are mainly based on our current expectations and estimates of future events and trends, which affect or may affect our businesses and operations. Although we believe that these estimates and forward-looking statements are based upon reasonable assumptions, they are subject to numerous risks and uncertainties and are made in light of information currently available to us. Many important factors, in addition to the factors described in this Base Offering Memorandum, may adversely affect our results as indicated in forward-looking statements. You should read this Base Offering Memorandum completely and with the understanding that our actual future results may be materially different and worse from what we expect.

All statements other than statements of historical fact are forward-looking statements. The words "may," "might," "will," "could," "would," "should," "expect," "plan," "anticipate," "intend," "seek," "believe," "estimate," "predict," "potential," "continue," "contemplate," "possible" and similar words are intended to identify estimates and forward-looking statements.

Our estimates and forward-looking statements may be influenced by various factors, including without limitation:

- our ability to implement and execute our strategic priorities successfully and to achieve the expected benefits from our existing and future transactions;
- our assessment of the impact of the COVID-19 pandemic on our operations and financial condition;
- our targets and strategic initiatives in the various countries in which we operate;
- our ability to develop new revenue streams and achieve portfolio and asset optimizations, improve customer experience and optimize our capital structure;
- our ability to generate sufficient cash flow to meet our debt service obligations, our expectations regarding working capital and the repayment of our debt and our projected capital requirements;
- our plans regarding our dividend payments and policies, as well as our ability to receive dividends, distributions, loans, transfers or other payments or guarantees from our subsidiaries;
- our expectations regarding our capital and operational expenditures in and after 2021;
- our goals regarding value, experience and service for our customers, as well as our ability to retain and attract customers and to maintain and expand our market share positions;
- our plans to develop, provide and expand our products and services, including operational and network development, optimization and investment, such as expectations regarding the expansion or roll-out and benefits of 3G, 4G/LTE and 5G networks or other networks, broadband services and integrated products and services, such as fixed-mobile convergence;
- our expectations as to pricing for our products and services in the future, improving our average revenue per user ("**ARPU**") and our future costs and operating results;
- our ability to meet license requirements, to obtain, maintain, renew or extend licenses, frequency allocations and frequency channels and to obtain related regulatory approvals;
- our plans regarding marketing and distribution of our products and services, including customer loyalty programs;
- our expectations regarding our competitive strengths, customer demands, market trends and future developments in the industry and markets in which we operate;
- our expectations regarding management changes; and
- other statements regarding matters that are not historical facts.

These statements are management's best assessment of VEON's strategic and financial position and of future market conditions, trends and other potential developments. While they are based on sources believed to be reliable and on our management's current knowledge and best belief, they are merely estimates or predictions and cannot be relied upon. We cannot assure you that future results will be achieved. The risks and uncertainties that may cause our actual results to differ materially from the results indicated, expressed or implied in the forward-looking statements used in this Base Offering Memorandum include, without limitation:

- risks relating to changes in political, economic and social conditions in each of the countries in which we operate and where laws are applicable to us (including as a result of armed conflict) such as any harm, reputational or otherwise, that may arise due to changing social norms, our business involvement in a particular jurisdiction or an otherwise unforeseen development in science or technology;

- risks associated with developments related to the COVID-19 pandemic that negatively affect our operations and financial condition, including further lockdown restrictions, changes in customer behavior and adverse macroeconomic developments in our countries of operations;

- in each of the countries in which we operate and where laws are applicable to us, risks relating to legislation, regulation, taxation and currency, including costs of compliance, currency and exchange controls, currency fluctuations, and abrupt changes to laws, regulations, decrees and decisions governing the telecommunications industry and the taxation thereof, laws on foreign investment, anti-corruption and anti-terror laws, economic sanctions, data privacy, anti-money laundering, antitrust, national security and legal interception and their official interpretation by governmental and other regulatory bodies and courts;

- risks relating to the fact that we operate in countries which pose elevated risks of corruption and are subject to a number of anti-corruption laws, and that, as previously disclosed, we entered into a Deferred Prosecution Agreement ("**DPA**") with the U.S. Department of Justice ("**DOJ**") under which, from time to time, we have undertaken remedial activities in response to identified instances of non-compliance with our policies and procedures and internal controls, and we have provided, and may in the future provide, updates on certain internal investigations related to potential misconduct to the U.S. authorities including instances of non-compliance that may implicate anti-fraud, corrupt payments, books and records, reporting and internal control provisions of the federal securities laws and related U.S. Securities and Exchange Commission (the "**SEC**") rules; we cannot guarantee that these remedial activities or other efforts to enforce our policies, procedures and controls have been or will be successful; if the matters that we have identified to U.S. authorities, or other matters relating to noncompliance with our policies, procedures and internal controls, are deemed to constitute a failure to comply with the terms of the DPA or a failure to comply with the injunction against future violations, we could face criminal prosecution by the DOJ or be subject to SEC enforcement action; in the event that any of these matters lead to governmental investigations or proceedings, it could subject us to penalties and other costs and have a material adverse impact on our business, financial condition, reputation, results of operations, cash flows or prospects or result in criminal or civil penalties;

- risks relating to financial reporting requirements under, or changes in, accounting standards and regulatory reviews, including from accounting standard-setting bodies such as the International Accounting Standards Board ("**IASB**"), the SEC and the Dutch Authority for the Financial Markets (the "**AFM**"), that could result in changes to accounting regulations that govern the preparation and presentation of our financial statements; in the event of any such change in accounting standards or interpretation thereof, or unfavorable regulatory review relating to our financial reporting, we may be required to restate or make other changes to our previously issued financial statements and such circumstances may involve the identification of one or more significant deficiencies or potentially even material weaknesses in our internal control over financial reporting – for example, we are currently engaged in a comment letter process with the AFM regarding our financial statements as of and for the six and three-month periods ended June 30, 2020 in which the AFM has indicated that our goodwill impairment tests may have been applied incorrectly and an additional goodwill impairment charge may be necessary and the outcome of this process could require us to restate previously issued financial statements and may result in other adverse consequences including a potential significant deficiency or material weakness in our internal control over financial reporting and a potential adverse effect on our net profit (i.e., potential non-cash adjustment);

- risks related to the impact of export controls, sanctions, international trade regulation, customs and technology regulation on our and important third-party suppliers' ability to procure goods, software or

technology necessary for the services we provide to our customers, particularly on the production and delivery of supplies, support services, software, and equipment that we source from these suppliers - for example, in April 2018, the U.S. Department of Commerce, Bureau of Industry and Security ("**BIS**") issued an Export Administration Regulation ("**EAR**") Denial Order to ZTE Corporation ("**ZTE**") which prohibited, among other things, exports, re-exports and in-country transfers of goods, software and technology (collectively, "**Items**"), each of which could have led to service degradation and disruptions in certain markets, and in May and August 2019, and August 2020, BIS added Huawei Technologies Company Ltd. and 152 of its affiliates (collectively, "**Huawei**") to its "Entity List", prohibiting companies globally from directly or indirectly exporting, re-exporting or in-country transferring all Items subject to the EAR to Huawei and procuring Items from Huawei when they have reason to know that the Items were originally procured by Huawei in violation of U.S. law;

- risks relating to a failure to meet expectations regarding various strategic initiatives, including, but not limited to, changes to our portfolio;

- risks associated with our mobile financial services and digital financial services, including vulnerability to system breaches, credit and regulatory risks, and potential exposure to fraud, money laundering, or illegal customer behavior;

- risks related to solvency and other cash flow issues, including our ability to raise the necessary additional capital and incur additional indebtedness, the ability of our subsidiaries to make dividend payments, our ability to develop additional sources of revenue and unforeseen disruptions in our revenue streams;

- risks that the adjudications by the various regulatory agencies or other parties with whom we are involved in legal challenges, tax disputes or appeals may not result in a final resolution in our favor or that we are unsuccessful in our defense of material litigation claims or are unable to settle such claims;

- risks relating to our company and its operations in each of the countries in which we operate and where laws are applicable to us, including demand for and market acceptance of our products and services, regulatory uncertainty regarding our licenses, frequency allocations and numbering capacity, constraints on our spectrum capacity, availability of line capacity, intellectual property rights protection, labor issues, interconnection agreements, equipment failures and competitive product and pricing pressures;

- risks related to developments from competition, unforeseen or otherwise, in each of the countries in which we operate and where laws are applicable to us including our ability to keep pace with technological change and evolving industry standards;

- risks related to the activities of our strategic shareholders, lenders, employees, joint venture partners, representatives, agents, suppliers, customers and other third parties;

- risks associated with our existing and future transactions, including with respect to realizing the expected synergies of closed transactions, satisfying closing conditions for new transactions, obtaining regulatory approvals and implementing remedies;

- risks associated with data protection, cyber-attacks or systems and network disruptions, or the perception of such attacks or failures in each of the countries in which we operate, including the costs associated with such events and the reputational harm that could arise therefrom;

- risks related to the ownership of our American Depositary Receipts, including those associated with VEON Ltd.'s status as a Bermuda company and a foreign private issuer; and

- other risks and uncertainties.

These factors and the other risk factors described under "*Risk Factors*" are not necessarily all of the factors that could cause actual results to differ materially from those expressed in any of our forward-looking statements. Other unknown or unpredictable factors also could harm our future results. New risk factors and uncertainties emerge from time to time and it is not possible for our management to predict all risk factors and uncertainties, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements.

Under no circumstances should the inclusion of such forward-looking statements in this Base Offering Memorandum be regarded as a representation or warranty by us or any other person with respect to the achievement of results set out in such statements or that the underlying assumptions used will in fact be the case. Therefore, you are cautioned not to place undue reliance on these forward-looking statements. The forward-looking statements included in this Base Offering Memorandum and the documents incorporated by reference herein are made only as of the date of this Base Offering Memorandum. We cannot assure you that any projected results or events will be achieved. Except to the extent required by law, we disclaim any obligation to update or revise any of these forward-looking statements, whether as a result of new information, future events or otherwise, after the date on which the statements are made or to reflect the occurrence of unanticipated events.

PRESENTATION OF FINANCIAL INFORMATION

VEON Ltd. Financial Information

This Base Offering Memorandum incorporates by reference the Unaudited Q2 Interim Condensed Consolidated Financial Statements and the Audited Consolidated Financial Statements. Neither VEON Ltd. nor VEON Amsterdam will provide any type of credit support for any Notes issued under the Programme. The Issuer believes that the Unaudited Q2 Interim Condensed Consolidated Financial Statements and the Audited Consolidated Financial Statements, after giving effect to the items described in the section entitled "*—Differences between the Financial Statements of the Issuer and VEON Ltd*." below, adequately reflect the Issuer's consolidated financial results and financial position. See "*Summary—VEON Corporate and Financing Structure*" for more information on VEON's structure.

Issuer Financial Information

The Issuer is a wholly owned, direct subsidiary of VEON Amsterdam, which is a wholly owned, direct subsidiary of VEON Ltd. As compared to the Issuer, as of the date hereof, VEON Amsterdam and VEON Ltd. have no other material assets, liabilities, income or expenses, and conduct no other material business operations, other than as described in the section entitled "*—Differences between the Financial Statements of the Issuer and VEON Ltd.*" Accordingly, the financial and operating results, material indebtedness and business operations of VEON Ltd. and the Issuer are substantially the same, except as set forth in "*—Differences between the Financial Statements of the Issuer and VEON Ltd.*" Therefore, the Issuer has incorporated by reference or otherwise presented in this Base Offering Memorandum the financial and operating results and certain other information relating to VEON Ltd. in lieu of the Issuer.

VEON Ltd. is not a guarantor of the Notes or subject to the Conditions governing the Notes. Under the reporting requirements in the Conditions governing the Notes, in the future the Trustee, for the benefit of the holders of the Notes, will only receive the consolidated financial statements of the Issuer, and not of VEON Ltd. See "*—VEON Ltd. Financial Information.*" For more information on the current corporate structure of VEON, see "*Summary—VEON Corporate and Financing Structure.*"

The Issuer is not currently subject to the periodic reporting and other information requirements of the U.S. Securities Exchange Act of 1934, as amended (the "**U.S. Exchange Act**"). However, pursuant to the Trust Deed, the Issuer will agree to furnish certain periodic financial information to the Trustee and the holders of the Notes. See Condition 4.(b) (*Covenants—Reporting*).

Differences between the Financial Statements of the Issuer and VEON Ltd.

As of and for the year ended 31 December 2020, the total operating revenue, operating profit/(loss), total assets and total (current and non-current) liabilities of the Issuer represented 100%, 125%, 112% and 103% of that of VEON Ltd, respectively.

As of and for the six months ended 30 June 2021, the total operating revenue, operating profit/(loss), total assets and total (current and non-current) liabilities of the Issuer represented 100%, 110%, 113% and 103% of that of VEON Ltd, respectively.

Selling, General and Administrative Expenses

The selling, general and administrative expenses of VEON Ltd. was US$2,641 million for the year ended 31 December 2020, whereas the selling, general and administrative expenses of the Issuer was US$2,493 million.

The selling, general and administrative expenses of VEON Ltd. was US$1,324 million for the six months ended 30 June 2021, whereas the selling, general and administrative expenses of the Issuer was US$1,253 million.

VEON Ltd.'s consolidated income statement includes certain costs and expenses that are recognised and affect cash flows and profit and loss at the VEON Ltd. consolidated level only, and which are not recognised at the Issuer Group level because they are not incurred within the Issuer Group. These costs and expenses include items such as salaries and benefits, personnel costs, travel expenses, restructuring costs, professional fees, rent and other miscellaneous costs. For more information, see "*Note 4 — Selling, General and Administrative Expenses*" to the Audited Consolidated Financial Statements.

Finance Income

VEON Ltd. recorded finance income of US$23 million for the year ended 31 December 2020, whereas the Issuer recorded finance income of US$64 million. The difference was due to additional interest income recognized by the Issuer from intercompany loans, primarily a loan granted by the Issuer to VEON Amsterdam. Such interest income is eliminated in the process of consolidation at VEON Ltd., and was therefore not recognized by VEON Ltd.

VEON Ltd. recorded finance income of US$5 million for the six months ended 30 June 2021, whereas the Issuer recorded finance income of US$6 million. The difference was due to additional interest income recognized by the Issuer from intercompany loans.

Cash and Cash Equivalents

As at 31 December 2020, the Issuer had cash and cash equivalents of US$1,498 million on a consolidated basis, whereas VEON Ltd. had cash and cash equivalents of US$1,594 million on a consolidated basis as of the same date.

As at 30 June 2021, the Issuer had cash and cash equivalents of US$1,131 million on a consolidated basis, whereas VEON Ltd. had cash and cash equivalents of US$1,192 million on a consolidated basis as of the same date.

Cash at VEON's headquarter companies is managed centrally through notional cash pool agreements, in which VEON Ltd., VEON Amsterdam B.V., the Issuer and several of their wholly owned subsidiaries participate. Major positions within these notional cash pools periodically are, and will be, reset against transfers under existing and future intercompany loan facility agreements, dividend distributions and/or share premium repayments.

Indebtedness

As at 31 December 2020, the outstanding principal amount of VEON Ltd.'s external debt for bank loans, bonds, equipment financing, and loans from others amounted to US$7,678 million. As at 31 December 2020, the outstanding principal amount of the Issuer Group's external debt for bank loans, bonds, equipment financing, and loans from others amounted to US$7,675 million.

As at 30 June 2021, the outstanding principal amount of VEON Ltd.'s external debt for bank loans, bonds, equipment financing, and loans from others amounted to US$7,658 million. As at 30 June 2021, the outstanding principal amount of the Issuer Group's external debt for bank loans, bonds, equipment financing, and loans from others amounted to US$7,657 million.

VEON Ltd. and the Issuer account for liabilities recorded on their respective consolidated statements of financial position in the same manner.

Consolidated Equity

As at 31 December 2020, the consolidated equity of the Issuer was greater than the consolidated equity of VEON Ltd. by US$1,365 million.

As at 30 June 2021, the consolidated equity of the Issuer was greater than the consolidated equity of VEON Ltd. by US$1,482 million.

This was caused by certain differences recorded in the six months ended 30 June 2021 as well as in past reporting periods relating to variances in annual profit/(loss) results between VEON Ltd. and the Issuer, certain intercompany transactions among VEON Ltd., VEON Amsterdam and the Issuer, including an in-kind capital contribution from VEON Amsterdam into the Issuer and certain intercompany distributions by the Issuer to VEON Amsterdam, and certain payments of external dividends, which lowered the equity of VEON Ltd. while not affecting the equity of the Issuer.

Intercompany Receivables and Payables

As at 31 December 2020, the Issuer recognized an intercompany receivable of US$1,957 million, primarily representing a long-term loan from the Issuer to VEON Amsterdam in an aggregate principal amount of US$1,330 million, a long-term loan from the Issuer to VEON Digital Amsterdam B.V. in an aggregate principal amount of US$300 million, a long-term loan from the Issuer to VEON Digital Ltd in an aggregate principal amount of US$33

million, a short-term loan from the Issuer to VC ESOP N.V. in an aggregate principal amount of US$152 million and management fees receivable by the Issuer from VEON Ltd. in an aggregate principal amount of US$100 million. As at 31 December 2020, the Issuer recognized intercompany payables of US$546 million, primarily representing a long-term loan with a principal amount of US$300 million payable to VEON Digital Amsterdam B.V. as well as an intercompany payable of US$214 million, primarily related to management fees payable to VEON Ltd.

As at 30 June 2021, the Issuer recognized an intercompany receivable of US$2,003 million, primarily representing a long-term loan from the Issuer to VEON Amsterdam in an aggregate principal amount of US$1,336 million, a long-term loan from the Issuer to VEON Digital Amsterdam B.V. in an aggregate principal amount of US$300 million, a long-term loan from the Issuer to VEON Digital Ltd in an aggregate principal amount of US$46 million, a short-term loan from the Issuer to VC ESOP N.V. in an aggregate principal amount of US$152 million, and management fees receivable and other receivable by the Issuer primarily from VEON Ltd. in an aggregate principal amount of US$118 million. As at 30 June 2021, the Issuer recognized intercompany payable of US$488 million, primarily representing a short-term loan with a principal amount of US$300 million payable to VEON Digital Amsterdam B.Vas well as an intercompany payable of US$183 million, primarily related to management fees payable to VEON Ltd.

Such transactions are eliminated in the process of consolidation at VEON Ltd., and are therefore not recognized by VEON Ltd.

Rounding

Certain numerical figures set out in this Base Offering Memorandum, including financial data presented in millions or thousands and percentages, have been subject to rounding adjustments and, as a result, the totals of the data may vary slightly from the actual arithmetic totals of such information. Percentages and amounts reflecting changes over time periods relating to financial and other data set forth in this Base Offering Memorandum and the documents incorporated by reference herein are calculated using the numerical data in the consolidated financial statements of VEON Ltd. or the tabular presentation of other data (subject to rounding) contained in this Base Offering Memorandum, as applicable, and not using the numerical data in the narrative description thereof.

Non-IFRS Measures

This Base Offering Memorandum contains certain measures and ratios, that are not defined under IFRS or any Generally Accepted Accounting Principles ("**GAAP**"), including Adjusted EBITDA, Adjusted EBITDA margin, local currency financial measures, capital expenditures (excluding licenses), Net Debt, working capital (deficit) and leverage ratios that are not required by, or presented in accordance with, IFRS or any other generally accepted accounting standards.

The non-IFRS financial measures presented in this Base Offering Memorandum are not accounting measures within the scope of International Financial Reporting Standards as issued by the International Accounting Standards Board and may not be permitted to appear on the face of primary financial statements or footnotes thereto. These non-IFRS financial measures may not be comparable to similarly titled measures of other companies. The assumptions underlying the non-IFRS financial measures have neither been audited in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board nor any generally accepted accounting standards. In evaluating the non-IFRS financial measures, investors should carefully consider the financial statements incorporated by reference in this Base Offering Memorandum. Although certain of this data has been extracted or derived from the Unaudited Q2 Interim Condensed Consolidated Financial Statements and the Audited Consolidated Financial Statements incorporated by reference in this Base Offering Memorandum, this data has not been audited or reviewed by the independent auditors.

Adjusted EBITDA

Adjusted EBITDA is a non-IFRS financial measure. Adjusted EBITDA should not be considered in isolation or as a substitute for analyses of the results as reported under IFRS. We calculate Adjusted EBITDA as profit / (loss) before tax from continuing operations before tax before depreciation, amortisation, loss from disposal of non-

current assets and impairment loss, financial expenses and costs, net foreign exchange gain/(loss) and share of associates and joint ventures.

For a reconciliation of Adjusted EBITDA to profit / (loss) before tax, the most directly comparable IFRS financial measure, for the years ended 31 December 2020, 2019 and 2018 and for the six and three-month periods ended 30 June 2021 and 2020, see "*Note 2 — Segment Information*" to the Audited Consolidated Financial Statements and the Unaudited Q2 Interim Condensed Consolidated Financial Statements, respectively, in each case incorporated by reference herein.

Our management uses Adjusted EBITDA as a supplemental performance measure and believes that Adjusted EBITDA provides useful information to investors because it is an indicator of the strength and performance of our business operations, our ability to fund discretionary spending and our ability to incur and service debt. In addition, the components of Adjusted EBITDA include the key revenue and expense items for which our operating managers are responsible and upon which their performance is evaluated. However, a limitation of Adjusted EBITDA's use as a performance measure is that it does not reflect the periodic costs of certain capitalised tangible and intangible assets used in generating revenue or the need to replace capital equipment over time.

Adjusted EBITDA also assists management and investors by increasing the comparability of our performance against the performance of other telecommunications companies that provide EBITDA (earnings before interest, taxes, depreciation and amortisation) or OIBDA (operating income before depreciation and amortization) information. This increased comparability is achieved by excluding the potentially inconsistent effects between periods or companies of depreciation, amortisation and impairment losses, which items may significantly affect operating profit between periods. However, our Adjusted EBITDA results may not be directly comparable to other companies' reported EBITDA or OIBDA results due to variances and adjustments in the components of EBITDA (including our calculation of Adjusted EBITDA) or calculation measures.

Adjusted EBITDA Margin

Adjusted EBITDA Margin is a non-IFRS financial measure. Adjusted EBITDA Margin is calculated as Adjusted EBITDA divided by total operating revenue, expressed as a percentage. For a description of how we calculate Adjusted EBITDA and a discussion of its limitations in evaluating our performance, see "*—Adjusted EBITDA*."

Local currency financial measures

In the discussion and analysis of our results of operations, we present certain financial measures in local currency terms. These non-IFRS financial measures present our results of operations in local currency amounts and thus exclude the impact of translating such local currency amounts to U.S. dollars, our reporting currency. We analyse the performance of our reportable segments on a local currency basis to increase the comparability of results between periods. Our management believes that evaluating their performance on a local currency basis provides an additional and meaningful assessment of performance to our management and to investors. For information regarding our translation of foreign currency-denominated amounts into U.S. dollars, see *"Item 5—Operating and Financial Review and Prospects—Factors Affecting Comparability and Results of Operations—Foreign Currency Translation"* and *"Item 11—Quantitative and Qualitative Disclosure about Market Risk"* of our Annual Report on Form 20-F, *"Quantitative and Qualitative Disclosure about Market Risk"* of our Report of Foreign Private Issuer on Form 6-K (No. 211221604) furnished to the SEC on 30 August 2021 and "*Note 17 — Financial Risk Management*" to the Audited Consolidated Financial Statements, in each case incorporated by reference herein.

Capital expenditures excluding licenses and right-of-use assets

In this Base Offering Memorandum we present capital expenditures, which include equipment, new construction, upgrades, software, other long-lived assets and related reasonable costs incurred prior to intended use of the non-current assets, accounted for at the earliest event of advance payment or delivery and excludes expenditures directly related to acquiring telecommunication licenses and the recognition of right-of-use assets. Long-lived assets acquired in business combinations are not included in capital expenditures. For the periods beginning after 31 December 2018, right-of-use (ROU) assets are not included in capital expenditures, following the adoption of IFRS 16 on 1 January 2019. For more information on our capital expenditures, see *"Liquidity and Capital Resources—Future Liquidity and Capital Requirements"* of our Report of Foreign Private Issuer on Form 6-K (No. 211221604) furnished to the SEC on 30 August 2021 incorporated by reference herein and *"Note 2 — Segment Information"* to the Audited Consolidated Financial Statements incorporated by reference herein.

Net Debt

Net Debt is a non-IFRS financial measure and is calculated as the sum of interest bearing long-term notional debt and short-term notional debt minus cash and cash equivalents, long-term and short-term deposits. The Company believes that Net Debt provides useful information to investors because it shows the amount of notional debt outstanding to be paid after using available cash and cash equivalents and long-term and short-term deposits. Net Debt should not be considered in isolation as an alternative to long-term debt and short-term debt, or any other measure of the Company financial position.

Certain Performance Indicators

In this Base Offering Memorandum we present certain operating data, including number of mobile customers, mobile ARPU and number of mobile data customers, which our management believes is useful in evaluating our performance from period to period and in assessing the usage and acceptance of our mobile and broadband products and services. These operating metrics are not included in the Unaudited Q2 Interim Condensed Consolidated Financial Statements and the Audited Consolidated Financial Statements incorporated by reference herein. For more information on each of these metrics, see "*Item 5—Operating and Financial Review and Prospects—Certain Performance Indicators*" of our Annual Report on Form 20-F incorporated by reference herein.

Market and Industry Data

In this Base Offering Memorandum, we rely on and refer to information regarding our business and the markets in which we operate and compete. The market data and certain economic and industry data and forecasts used in this Base Offering Memorandum were obtained from internal surveys, market research, governmental and other publicly available information, independent industry publications and reports prepared by industry consultants. Industry publications, surveys and forecasts generally state that the information contained therein has been obtained from sources believed to be reliable, but that the accuracy and completeness of such information is not guaranteed. The Issuer believes that these industry publications, surveys and forecasts are reliable but have not independently verified them and cannot guarantee their accuracy or completeness.

Statistical and other information relating to the telecommunications industry contained herein has been derived from various official governmental publications and surveys conducted by market research firms. Our use or computation of these figures, such as mobile ARPU, may not be comparable to the use or computation of similarly titled measures reported by other companies in the telecommunications industry, including its competitors, research agencies or market reports. To the extent they publish such information, the methodology for calculating other performance indicators, such as those based on minutes of usage and churn rates, vary among telecommunications operators, making it difficult to draw comparisons between these figures for different operators. Moreover, information and statistics derived from multiple sources may not be prepared on a comparable basis making reliable industry-wide comparisons more challenging. In addition, it is common for prepaid mobile customers to have more than one SIM card from competing operators, so that multiple telecommunications operators may be counting the same user in their customer numbers. Our customers may be removed following a period of inactivity and may re-join many times. Therefore, it may be difficult to compare customer numbers or ARPU from period to period or between different telecommunications operators. Mobile customers, mobile ARPU, mobile data customers and total broadband customers data contained in this Base Offering Memorandum are not part of VEON Ltd.'s consolidated financial statements or financial accounting records and have not been audited or otherwise reviewed by independent auditors, consultants or experts.

In addition, in many cases, the Issuer has made statements in this Base Offering Memorandum regarding the telecommunications industries in the markets in which we operate, our position in the industries, our market share and the market shares of various industry participants based on its internal estimates, provided by its experience, its investigations of market conditions and its review of industry publications, including information made available to the public by our competitors.

The Issuer cannot assure you that any of the assumptions underlying these statements are accurate or correctly reflect our position in the industry and none of its internal surveys or information has been verified by any independent sources. None of the Issuer, the Arrangers or the Dealers make any representation or warranty as to the accuracy or completeness of this information. All of the information set forth in this Base Offering Memorandum relating to the operations, financial results or customer base of our competitors and certain other information related to the telecommunication market has been obtained from information made available to the

public in such companies' publicly-available reports and independent research. None of the Issuer, the Arrangers or the Dealers have independently verified this information and cannot guarantee its accuracy.

Certain market and industry data in this Base Offering Memorandum is sourced from the report of Omdia, dated 4 March 2021. Mobile penetration rate is defined as mobile connections divided by population. Population figures for the mobile penetration rates provided by Omdia are sourced from the United Nations. Mobile connections are on a three-month active basis such that any SIM card that has not been used for more than three months is excluded. Other market and industry data has been sourced from cited governmental bodies.

We have included in this Base Offering Memorandum the relative market share of our competitors based on number of customers as provided by these competitors to the national regulatory authorities, as well as market share data reported by third-parties, such as Omdia. However, there can be no assurance as to the comparability of our competitors' criteria for measuring market share data to their internal methods, therefore a third party using different methods to assemble, analyse or calculate market data may not obtain or generate the same results. In addition, our competitors may have different methods of calculating customer base, and because these regulatory authorities rely solely on information furnished to them by our competitors, the market share data presented by such regulators may differ from the results if the customer data was calculated and reported on a consistent basis.

Certain Differences Between IFRS and U.S. GAAP

Certain differences exist between IFRS as issued by the International Accounting Standards Board ("**IFRS**"), IFRS as endorsed by the European Union ("**IFRS-EU**") and GAAP in the United States ("**U.S. GAAP**") which might be material to the financial information herein. This Base Offering Memorandum does not include any reconciliation to IFRS-EU or U.S. GAAP with respect to any financial statements and related footnote disclosures included herein or any other financial information. Moreover, this Base Offering Memorandum does not include any narrative description of the differences between IFRS and U.S. GAAP and the Issuer has not made any attempt to identify or quantify the differences between IFRS and IFRS-EU or U.S. GAAP that might apply to VEON or its financial statements and related footnote disclosures or other financial information. It is possible that a reconciliation or other qualitative or quantitative analysis would identify material differences between the financial statements and related footnote disclosures included herein and other financial information prepared under IFRS-EU and U.S. GAAP and investors should consider this in making their investment decision.

Currency Translation for Non-Dollar Amounts Presented in this Base Offering Memorandum

VEON Ltd.'s financial statements are presented in U.S. dollars. Unless otherwise indicated, where non-U.S. dollar denominated amounts are converted into U.S. dollar equivalents, such amounts have been converted using the exchange rates set forth in the Unaudited Q2 Interim Condensed Consolidated Financial Statements and the Audited Consolidated Financial Statements as of and for the applicable period. Non-U.S. dollar amounts presented in VEON Ltd.'s statement of financial position are translated using the exchange rates at period end, while non-U.S. dollar amounts presented in their respective income statements and statements of cash flows are translated using the average exchange rates over such period. Such exchange rates are presented in *"Item 5—Operating and Financial Review and Prospects—Factors Affecting Comparability and Results of Operations—Foreign Currency Translation*" of our Annual Report on Form 20-F incorporated by reference herein.

Currency Presentation

In this Base Offering Memorandum, references to (i) "U.S. dollars," USD and "US$" are to the lawful currency of the United States of America, (ii) "Russian roubles" or "RUB" are to the lawful currency of the Russian Federation, (iii) "Pakistani rupees" or "PKR" are to the lawful currency of Pakistan, (iv) "Algerian dinar" or "DZD" are to the lawful currency of Algeria, (v) "Bangladeshi taka" or "BDT" are to the lawful currency of Bangladesh, (vi) "Ukrainian hryvnia," "hryvnia" or "UAH" are to the lawful currency of Ukraine, (vii) "Uzbekstani som" or "UZS" are to the lawful currency of Uzbekistan, (viii) "Kazakh tenge" is to the lawful currency of the Republic of Kazakhstan and (ix) "euro", "€" or "EUR" are to the single currency of the participating member states of the European and Monetary Union of the Treaty Establishing the European Community, as amended from time to time. In addition, references to "LIBOR" are to the London Interbank Offered Rate, references to "EURIBOR" are to the Euro Interbank Offered Rate, references to "RUONIA" are to the Rouble Overnight Index Average and references to "KIBOR" are to the Karachi Interbank Offered Rate.

DEFINITIONS

Except as otherwise specified, as used in this Offering Memorandum:

"**ADSs**"..	refers to VEON Ltd.'s American Depository Shares, which trade on the NASDAQ Global Select Market under the ticker "VEON."
"**Agency Agreement**"....................................	refers to the amended and restated agency agreement relating to the Programme dated 7 September 2021 by and among the Issuer, the Agents, and the Trustee, as may be further amended, restated and/or supplemented from time to time.
"**Agents**"	refers to the Principal Paying Agent, the Transfer Agent, the Calculation Agent, the Authentication Agent and the Registrar.
"**Audited Consolidated Financial Statements**"	refers to the audited consolidated financial statements of VEON Ltd. as of 31 December 2020 and 2019 and for the years ended 31 December 2020, 2019 and 2018 incorporated by reference herein and included in the Annual Report on Form 20-F of VEON Ltd. filed with the SEC on 15 March 2021.
"**Authentication Agent**"	refers to Citibank, N.A., London Branch.
"**Banglalink**"..	refers to Banglalink Digital Communications Limited, VEON's and the Issuer's subsidiary in Bangladesh, which operates under the "banglalink" brand name.
"**Base Offering Memorandum**"	refers to this base offering memorandum prepared in connection with the update of the Programme.
"**Beeline**"..	refers to the brand name under which VEON's subsidiary in Russia operates.
"**Calculation Agent**"....................................	refers to, in relation to the Notes of any Series, the Principal Paying Agent if designated in the relevant Final Terms to act in such capacity, or any other person appointed as calculation agent in relation to the Notes by the Issuer pursuant to the provisions of a calculation agency agreement (or any other agreement).
"**CIS**"	refers to the Commonwealth of Independent States.
"**Clearstream**"	refers to Clearstream Banking, S.A. Any reference herein to Clearstream shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be) or as may be approved by the Issuer, the Principal Paying Agent and the Trustee.
"**Common Shares**".......................................	refers to the common shares of VEON Ltd. listed on Euronext.
"**Conditions**"..	refers to the terms and conditions of the Notes as set out under "*Terms and Conditions of the Notes.*"
"**Drawdown Prospectus**".............................	refers to an offering memorandum specific to a Tranche or Series, which will be scrutinised and approved by the

Luxembourg Stock Exchange before being admitted on the Official List of the Luxembourg Stock Exchange and to trading on the Euro MTF to the extent the relevant Notes will be listed thereon.

"DTC".. refers to the Depository Trust Company. Any reference herein to DTC shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be) or as may be approved by the Issuer, the Principal Paying Agent and the Trustee.

"EU" .... refers to the European Union.

"Euro MTF".. refers to the Euro MTF market of the Luxembourg Stock Exchange.

"Euroclear" .... refers to Euroclear Bank SA/NV. Any reference herein to Euroclear shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be) or as may be approved by the Issuer, the Principal Paying Agent and the Trustee.

"Euronext" .... refers to Euronext Amsterdam, the regulated market of Euronext Amsterdam B.V.

"Final Terms".. refers to a final terms document providing notice of the aggregate nominal amount, interest payable (if any), the issue price and any other terms and conditions not contained herein specific to a Tranche or Series.

"Fitch" .... refers to Fitch Ratings Ltd.

"GTH" .... refers to Global Telecom Holding S.A.E., together with its consolidated subsidiaries from time to time, unless otherwise specified or is clear from the context, including with respect to the Asset Transfers.

"IFRS" .... refers to the International Financial Reporting Standards (formerly International Accounting Standards) or any variation thereof, with which the Issuer complies.

"Issuer".. refers to VEON Holdings B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under Dutch law and registered with the Dutch Chamber of Commerce (*Kamer van Koophandel*) under number 34345993.

"Issuer Group".. refers to the Issuer and its consolidated subsidiaries.

"Kyivstar".. refers to Joint Stock Company Kyivstar, VEON's and the Issuer's subsidiary in Ukraine, which operates under the "Kyivstar" brand name.

"Notes"... refers to the notes that the Issuer may from time to time issue pursuant to the Programme.

"**Optimum**" or "**Djezzy**"	refers to Optimum Telecom Algérie SpA, VEON's and the Issuer's subsidiary in Algeria, which operates under the brand name "Djezzy" and is the direct subsidiary of OTA.
"**OTA**"	refers to Omnium Telecom Algérie S.p.A., a joint stock company existing under the laws of Algeria.
"**Principal Paying Agent**"............................	refers to Citibank, N.A., London Branch.
"**PJSC VimpelCom**"...................................	refers to Public Joint Stock Company Vimpel-Communications (formerly, OJSC Vimpel-Communications), VEON's and the Issuer's subsidiary in Russia, which operates under the "Beeline" brand name.
"**PMCL**" or "**Jazz**"......................................	refers to Pakistan Mobile Communications Limited, VEON's and the Issuer's subsidiary in Pakistan, which operates under the "Jazz" brand name.
"**Programme Agreement**"	refers to the amended and restated programme agreement relating to the Programme dated 7 September 2021 by and among the Issuer, the Arrangers and the Dealers, as may be further amended, restated and/or supplemented from time to time.
"**Registrar**"	refers to Citigroup Global Markets Europe AG.
"**Regulation S Notes**"..................................	refers to Notes sold outside the United States to non-U.S. persons in offshore transactions pursuant to Regulation S under the U.S. Securities Act.
"**Rule 144A Notes**"	refers to Notes sold within the United States to qualified institutional buyers pursuant to Rule 144A under the U.S. Securities Act.
"**S&P**"	refers to Standard & Poor's Ratings Services.
"**SEC**"	refers to the U.S. Securities and Exchange Commission.
"**Series**"	refers to a Tranche of Notes together with any further Tranche or Tranches of Notes which (a) are expressed to be consolidated and form a single series and (b) have the same terms and conditions or terms and conditions which are the same in all respects (including as to listing and admission to trading) save for their respective Issue Dates, Interest Commencement Dates (save for any Zero Coupon Notes) and/or Issue Prices (each as specified in the relevant Final Terms).
"**Transfer Agent**"...	refers to Citibank, N.A., London Branch.
"**Tranche**"...	refers to Notes which are identical in all respects (including as to listing and admission to trading).
"**Trust Deed**"	refers to the amended and restated trust deed relating to the Programme dated 7 September 2021 by and among the Issuer and the Trustee, as may be further amended, restated and/or supplemented from time to time.
"**Trustee**"	refers to Citibank, N.A., London Branch.

"**U.S. Exchange Act**"	refers to the U.S. Securities Exchange Act of 1934, as amended.
"**U.S. Securities Act**"	refers to the U.S. Securities Act of 1933, as amended.
"**Unaudited Q2 Interim Condensed Consolidated Financial Statements**"	refers to the unaudited interim condensed consolidated statement of financial position as of 30 June 2021, and the unaudited interim condensed consolidated income statements, statements of comprehensive income, of changes in equity and of cash flows for the six and three-month periods ended 30 June 2021 and 2020.
"**VEON,**" "**VEON Group**," "**we**," "**us**" or "**our**"	refers to VEON Ltd., an exempted company limited by shares registered in Bermuda, and its consolidated subsidiaries, including the Issuer.
"**VEON Ltd.**"..	refers to VEON Ltd., a Bermuda company organized under the laws of Bermuda, headquartered in Amsterdam, the Netherlands (tax resident therein).
"**VEON Amsterdam**"	refers to VEON Amsterdam B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under Dutch law and registered with the Dutch Chamber of Commerce (*Kamer van Koophandel*) under number 34378904.

GLOSSARY OF TELECOMMUNICATIONS TERMS

The discussion of our business and the telecommunications industry in this Base Offering Memorandum contains references to certain terms specific to our business, including numerous technical and industry terms. Such terms are defined in "*Exhibit 99.1–Glossary of Telecommunications Terms*" of our Annual Report on Form 20-F incorporated by reference herein.

SUMMARY

This summary highlights selected information from this Base Offering Memorandum and the documents incorporated by reference herein about VEON, of which the Issuer is a part, and the Programme. This summary is not complete and does not contain all the information you should consider before investing in any Notes issued under the Programme. The following summary should be read in conjunction with, and is qualified in its entirety by, the more detailed information included in this Base Offering Memorandum and the documents incorporated by reference herein, including the Unaudited Q2 Interim Condensed Consolidated Financial Statements, Audited Consolidated Financial Statements and the notes thereto. You should carefully read the entire Base Offering Memorandum and the documents incorporated by reference herein, including our Annual Report on Form 20-F, to understand the business of VEON (including the Issuer Group), the nature and terms of the Notes and the tax and other considerations which are important to your decision to invest in the Notes issued under the Programme, including the risks discussed under the caption "*Risk Factors.*" *This Base Offering Memorandum contains or incorporates by reference forward-looking statements that involve risks and uncertainties. See "Forward-Looking Statements."*

Neither VEON Ltd. nor VEON Amsterdam will provide any type of credit support for the Notes. Although VEON Ltd. is not a guarantor of the Notes, VEON and the Issuer Group have substantially similar business operations. See "*Presentation of Financial Information—Differences between the Financial Statements of the Issuer and VEON Ltd.*"

Overview

VEON is a leading global provider of connectivity and internet services. Present in some of the world's most dynamic markets, as of 31 December 2020 VEON provides more than 210 million customers with voice, fixed broadband, data and digital services. VEON currently offers services to customers in 9 countries: Russia, Ukraine, Pakistan, Kazakhstan, Algeria, Uzbekistan, Bangladesh, Kyrgyzstan and Georgia. We provide services under the "Beeline," "Kyivstar," "banglalink," "Jazz" and "Djezzy" brands.

Our reportable segments currently consist of the following seven segments: Russia, representing our "cornerstone" market; Pakistan, Ukraine, Uzbekistan and Kazakhstan, representing our "growth engines"; and Algeria and Bangladesh, representing our "frontier markets". We also present our results of operations for "Other frontier markets" as well as "HQ and eliminations" separately, although these are not reportable segments. "Other frontier markets" represents our operations in Kyrgyzstan, Armenia (prior to the disposition of our operations in Armenia in October 2020) and Georgia. "HQ and eliminations" represents transactions related to management activities within the group in Amsterdam, London and Luxembourg and costs relating to centrally managed operations and reconciles the results of our reportable segments and our total revenue and Adjusted EBITDA. For more information on our reportable segments, see "*Note 2—Segment Information*" to the Unaudited Q2 Interim Condensed Consolidated Financial Statements and the Audited Consolidated Financial Statements incorporated by reference herein.

Competitive Strengths

We believe that the following competitive strengths will enable us to retain our customer base, capitalise on growth opportunities in the markets in which we operate and maintain and expand our current market share positions.

Diversified Operations and Cash Flows

Our business is diversified across geographies, with operations in 9 countries as of 31 December 2020. Our geographic diversity helps insulate us from concentrated risks associated with potential economic or political instability in a particular country or region. This diversification also allows us to benefit from diversified cash flows across our businesses, creating a strong liquidity position. With respect to our largest markets, we are the number one mobile operator in Pakistan, Ukraine, Uzbekistan and Kazakhstan, the number two mobile operator in Algeria and the third-ranked mobile operator in Russia and Bangladesh, each based on the number of customers as of 31 December 2020.

Attractive emerging markets portfolio with significant upside

We are one of the leading international mobile operators with established leadership positions in emerging markets. We believe that several of these markets have significant upside potential stemming from low data

penetration rates. Further, in certain of these markets, the proliferation of affordable smartphones and bundled mobile packages is driving growth in the uptake of mobile data and value added services. For the six-month period ended 30 June 2021, our total mobile data revenue was US$1,411 million and we had 145.1 million mobile data customers, representing only 37.6% and 67.9% of our total revenue and total mobile customers, respectively. We believe our customers are using connectivity in new ways: with the expansion of access to content, applications, messaging, entertainment and social networking, and, as a result, demand for data services in these markets is growing. We believe we can leverage our market position in these countries to capitalise on increases in mobile penetration rates and data usage. In addition, the telecommunications markets in countries such as Pakistan, Uzbekistan and Bangladesh have a large potential for customer base growth and revenue growth from relatively low SIM card penetration rates. In these markets, we seek to leverage our knowledge and experience across our footprint to capture this growth.

Solid financial profile with proven access to multiple funding sources

Historically, we have significantly grown our business while seeking to impose strict financial discipline in order to develop a solid capital structure and maintain strategic leverage and strong liquidity positions. In recent years, we have improved our currency mix of debt through recent financing transactions by eliminating exposure to euro-denominated debt, reducing our U.S. dollar-denominated debt and increasing our RUB-denominated debt exposure, taking into account the effect of currency swaps. As of 30 June 2021, our Net Debt to Adjusted EBITDA ratio (including lease liabilities) was 2.4x.

We have established a long-standing network of relationships with a large number of local and international financial institutions that have consistently provided us with the short- and long-term resources required to finance our operations and have granted us the liquidity to fund our working capital needs. We also have a strong track record in the public debt markets, as our subsidiaries have raised significant amounts of capital through bond issuances. Moreover, we are supported by a strong underlying group portfolio. As a listed company, we also have access to the public equity markets as an additional source of funding and liquidity. We believe that our financial discipline, solid debt and cash positions and balanced mix of funding sources will enable us to continue to execute our business plan and support our group.

Recognised local brand names

We market our mobile services under local brand names in each of our markets. We benefit from a high level of brand awareness due to our local market leading positions. Our “Beeline” brand name is very well-established in a number of countries, including Russia (where we introduced the brand in 1993), Kazakhstan, Uzbekistan, Georgia and Kyrgyzstan. In Ukraine, we market our mobile services under the “Kyivstar” brand. This high level of brand awareness enables us to up-sell and cross-sell our products and introduce new services that require a strong level of trust from consumers, such as mobile financial services. We also have powerful brands for our operations in Asia, including “Djezzy,” “Jazz” and “banglalink.”

Broad distribution network

We have large sales and distribution networks for mobile and fixed-line services in the markets where we operate, which serve to enhance our brand visibility, maintain customer contact and expand the services we provide to our customers. These networks are used for both sales and customer care, allowing high standards of customer service. Our network consists of our own branded shops, franchise network, retail agreements with local retail partners, networks of strategic retail partners and online channels. An efficient mix of these channels helps us to maintain our competitive market positions across all of our markets.

Consistent leader in customer experience

We provide specialised customer service to our different customer segments, by making the customer experience efficient and easy, driving superior pricing through integrated mobile bundles and using customer value management technics enabled by big data capabilities to address customer needs. We believe that our ability to provide specialised customer service has helped us maintain a high level of customer satisfaction with our products

and services and stabilise churn in most of our markets. We also believe that we have provided particularly high levels of customer service to our corporate customers.

Optimised pricing structure supporting strong margins

Acknowledging differences in competitive situations and consumer behaviour across markets, we undertake a systematic effort, involving dedicated analytics and research, to develop optimal and transparent pricing structures. We believe that this approach to pricing enables us to extract value from all of our market segments and allows us to offer different tariffs and solutions to all market segments and types of customers, including special tariff options and mobile bundles for voice, messaging and data services. We believe that such pricing lowers customer churn and supports our strong Adjusted EBITDA margins compared to our global peers.

Experienced management teams and robust governance model

Our management teams across our group have extensive experience operating in the telecommunications industry. Under the new governance model announced in late 2020, our board of directors and CEO have delegated to each VEON operating company considerable authority to operate their businesses. A Group Authority Matrix and updated policy framework has also been implemented, establishing clear decision making parameters and other requirements. Specifically, each operating company is accountable for operating its own business subject to oversight by their respective operating company boards and our board of directors; and they are also obligated to operate in accordance with Group policy and controls framework. The new governance model forms the cornerstone of governance and delegation of authority across the Group. As a result of this, we believe that our management teams put us in a strong position to successfully implement our business strategy worldwide.

Strategy

In September 2019, we announced a new strategy framework at the Group level including a commitment to boost long-term growth beyond traditional connectivity services. The strategy framework sets out how VEON plans to drive value from three business pillars: its fundamental mobile and fixed line connectivity services and the drive of 4G adoption; a portfolio of new services built around digital technologies with the active involvement of big data and artificial intelligence; and future assets which seeks to identify, acquire and develop “know-how” and technologies that open up adjacent growth opportunities.

As part of our initiative to digitize our core telecommunications business, ensuring we address 4G penetration levels across the group is vital as 4G services remain a core enabler of our digital strategy. We intend to continue focusing on increasing our capital investment efficiency, including with respect to our IT, network, and distribution costs. We have secured network sharing agreements and intend to maintain our focus on achieving an asset-light business model in certain markets, where we own only the core assets needed to operate our business.

The Issuer

The Issuer is an indirect, wholly owned subsidiary of VEON Ltd. It is a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid)* incorporated under Dutch law having its official seat (*statutaire zetel*) in Amsterdam, the Netherlands. The Issuer is registered with the Dutch Trade Register (registration number 34345993). The Issuer’s telephone number is +31 20 797 7200. The Issuer’s (and VEON Ltd.’s) headquarters is located at Claude Debussylaan 88, 1082 MD, Amsterdam, the Netherlands.

VEON Ltd.

VEON Ltd. is the holding company for a number of operating subsidiaries and holding companies in various jurisdictions. VEON Ltd. is an exempted company limited by shares registered under the Companies Act 1981 of Bermuda, as amended, on 5 June 2009. ADSs of VEON Ltd. trade on the NASDAQ Global Select Market under the symbol “VEON” and Common Shares of VEON Ltd. are listed on Euronext under the symbol “VEON.”

Recent Developments

VEON completes the acquisition of majority shareholding in OTM

In June 2021, VEON successfully acquired a majority stake in OTM, a technology platform for automating and planning online advertising purchases in Russia. VEON's investments in OTM will significantly strengthen Beeline's position in the advertising technology market and enable VEON to expand OTM's operations into other

markets served by VEON's mobile operators. The acquisition builds on VEON's ongoing transformation into a digital operator.

Beeline Kazakhstan first to issue digital payment card in Kazakhstan

In June 2021, Beeline Kazakhstan launched the country's first digital payment card integrated with its mobile financial services offering under the "Simply" brand. Simply is linked to a customer's phone number, an electronic wallet and a premium digital Visa Platinum card and integrates with digital wallets such as Apple Pay, Samsung Pay and Garmin Pay.

JazzCash launched new app for business owners

In May 2021, Pakistan's pioneering digital financial services provider JazzCash successfully launched an app for its expanding merchant base, which accounts over 100,000 registered users. The JazzCash Business App aims to make digital payments more efficient and seamless for business owners, company managers and home businesses. The app includes advanced business-related tools, including the ability to generate a QR code for specific amounts in real time and to send customisable digital invoices to customers, as well as to monitor sales and transactions and to conduct salary disbursements and supplier payments with ease.

Kyivstar's Smart Money received 'Best Fintech Service'

In May 2021, Kyivstar received the Best Fintech Service award for its innovating financial service application, Smart Money, at the Leaders in Fintech and Digital Banking Awards 2021 in Ukraine.

Kyivstar's Smart Money app allows users to make thousands of day-to-day payments, such as for public transport, utility bills and TV services via their mobile phone, without having to pay commission or linking to a bank card. Smart Money gives customers the ability to pay for over 3,000 services and is regularly used by more than 1.2 million Kyivstar customers.

Shareholders trading on NASDAQ no longer subject to annual depository fee

From 1 January 2021, holders of VEON American Depositary Shares ("ADSs") trading on NASDAQ will no longer be subject to any cash dividend fee or depository service fee of any kind. ADS holders will continue to be subject to the normal issuance and cancellation fees.

VEON enters into a US$1,250 million multi-currency revolving credit facility agreement

In March 2021, VEON entered into a new multi-currency revolving credit facility agreement (the "**RCF**") of US$1,250 million. The RCF replaces the revolving credit facility signed in February 2017, which is now cancelled. The RCF has an initial tenor of three years, with VEON having the right to request two one-year extensions, subject to lender consent. International banks from Asia, Europe and the US have committed to the RCF. The new RCF caters for USD LIBOR cessation with the secured overnight financing rate ("**SOFR**") administered by the Federal Reserve Bank of New York agreed as the replacement risk free rate with credit adjustment spreads agreed for interest periods with a one month, three month and six month tenor. SOFR will apply to interest periods commencing on and from 31 October 2021 (or earlier if USD LIBOR is no longer published or ceases to be representative prior to that date). VEON will have the option to make each drawdown in either U.S. dollars or euro.

VEON subsidiary Banglalink successfully acquires 9.4MHz in spectrum auction

In March 2021, Banglalink, the Company's wholly-owned subsidiary in Bangladesh, acquired 4.4MHz spectrum in the 1800MHz band and 5MHz spectrum in 2100MHz band following successful bids at an auction held by the Bangladesh Telecommunication Regulatory Commission. The newly acquired spectrum will see Banglalink increase its total spectrum holding from 30.6MHz to 40MHz. Banglalink will invest approximately BDT 10 billion (US$115 million) to purchase the spectrum. The allotment of license to Bangladesh took place in April 2021.

Appointment of CEO of Beeline Uzbekistan

In March 2021, Andrzej Malinowski was appointed to the vacant position of CEO of Beeline Uzbekistan. Mr. Malinowski joined from Beeline Georgia, where he held the position of CEO. Lasha Tabidze was appointed as Mr. Malinowski's successor at Beeline Georgia, where he previously held the joint position of Chief Operating Officer and Chief Commercial Officer.

VEON completes the acquisition of minority shareholding in PMCL

In March 2021, VEON successfully concluded the acquisition of the 15% minority stake in PMCL, the operating company of Pakistan's leading mobile operator, Jazz, from the Dhabi Group for USD 273 million.

This transaction follows the Dhabi Group's exercise of its put option announced on 28 September 2020 and gives VEON 100% ownership of PMCL. This simplifies and streamlines the Group's governance over its Pakistani assets and enables VEON to capture the full value of this growing business, including future dividends paid by PMCL.

Leadership changes

In April 2021, VEON announced changes to its leadership structure. Co-CEO Sergi Herrero, who joined the company in September 2019, stepped down as co-CEO effective 30 June 2021. Kaan Terzioglu continues in his role as CEO of VEON Ltd. with overall responsibility for corporate matters and the general operations of the group.

Also in April 2021, VEON announced the appointment of two new members of the Group's leadership team. Alex Bolis joined VEON as Group Head of Corporate Strategy, Communications and Investor Relations while Dmitry Shvets joined as Group Head of Portfolio and Performance Management, a new role that includes oversight of VEON's Performance Management and M&A teams. Mr. Bolis joined VEON on 1 April 2021 and Mr. Shvets on 15 April 2021. Both executives report to VEON Group CEO Kaan Terzioglu.

Board of Director changes

In June 2021, VEON Ltd. announced the results of the elections conducted at its Annual General Meeting of Shareholders. Shareholders elected three new members to the Company's Board of Directors: Vasily Sidorov, Irene Shvakman and Sergi Herrero, who previously served as co-CEO of VEON. Shareholders also elected nine previously serving directors: Hans-Holger Albrecht, Leonid Boguslavsky, Mikhail Fridman, Gennady Gazin, Yaroslav Glazunov, Andrei Gusev, Gunnar Holt, Stephen Pusey and Robert Jan van de Kraats.

In July 2021, VEON announced that Stephen Pusey decided to step down from its Board of Directors.

Other financing activities

In March 2021, VEON successfully amended and restated its existing RUB 30 billion (US$396 million), bilateral term loan agreement with Alfa Bank and increased the total facility size to RUB 45 billion (US$594 million), by adding a new floating rate tranche of RUB 15 billion (US$198 million). The new tranche has a five year term.

In April 2021, the proceeds from the new tranche of Alfa Bank were used for the early repayment of RUB 15 billion loans from Sberbank, originally maturing in June 2023.

In June 2021, PMCL secured a PKR 50 billion (US$320 million), syndicated credit facility from a banking consortium led by Habib Bank Limited. This 10-year facility will be used to finance PMCL's ongoing 4G network rollouts and technology upgrades, as well as to address upcoming maturities.

VEON announced the exercise of its put option to sell its stake in Djezzy

On 1 July 2021, VEON exercised its put option to sell the entirety of its 45.57% stake in its Algerian subsidiary, Omnium Telecom Algérie SpA to the Algerian National Investment Fund, Fonds National d'Investissement (FNI). Omnium owns Algerian mobile network operator, Djezzy. The exercise of the option initiates a process under which a third-party valuation is undertaken to determine the fair market value at which the transfer shall take place. This important step will further streamline VEON's operations, allowing for an improved focus on our core markets.

Ongoing comment letter process with the AFM

On 7 July 2021, we received a letter from the AFM asserting that the goodwill impairment tests for the cash-generating units in Russia and Algeria had not been applied correctly in the first half of 2020 because our goodwill impairment tests did not take into account all aspects that market participants would take into account in determining the fair value less cost of disposal. The AFM has asserted that they do not agree with our assumptions regarding the discount rate and projected cash flows used in our discounted cash flow model.

The AFM comment process began in November 2020, when we received an initial comment letter from the AFM seeking additional information regarding our goodwill impairment testing performed in the first half of 2020 as disclosed in the 2020 Interim Financial Report. We responded to this initial request from the AFM in December 2020, and, during the first half of 2021, we responded to additional information requests from the AFM and met several times with the AFM to discuss our goodwill impairment testing. We continue to believe that our goodwill impairment tests were performed correctly and that no re-performance of the past impairment tests is necessary, as we informed the AFM on 6 August 2021. However, we can provide no assurance as to the outcome of this comment letter process.

As of the date of this report, the AFM's comments remain unresolved. Until these comments are resolved, we cannot determine if we will be required to take an additional goodwill impairment charge or restate or make other changes to our previously issued financial statements. If we are required to take an additional goodwill impairment charge or restate or make other changes to our previously issued financial statements, such circumstances may involve the identification of one or more significant deficiencies or potentially even material weaknesses in our internal control over financial reporting, which could have a potential adverse effect on our net profit (i.e., potential non-cash adjustment).

VEON announces the sale of its Russian tower assets for USD 970 million

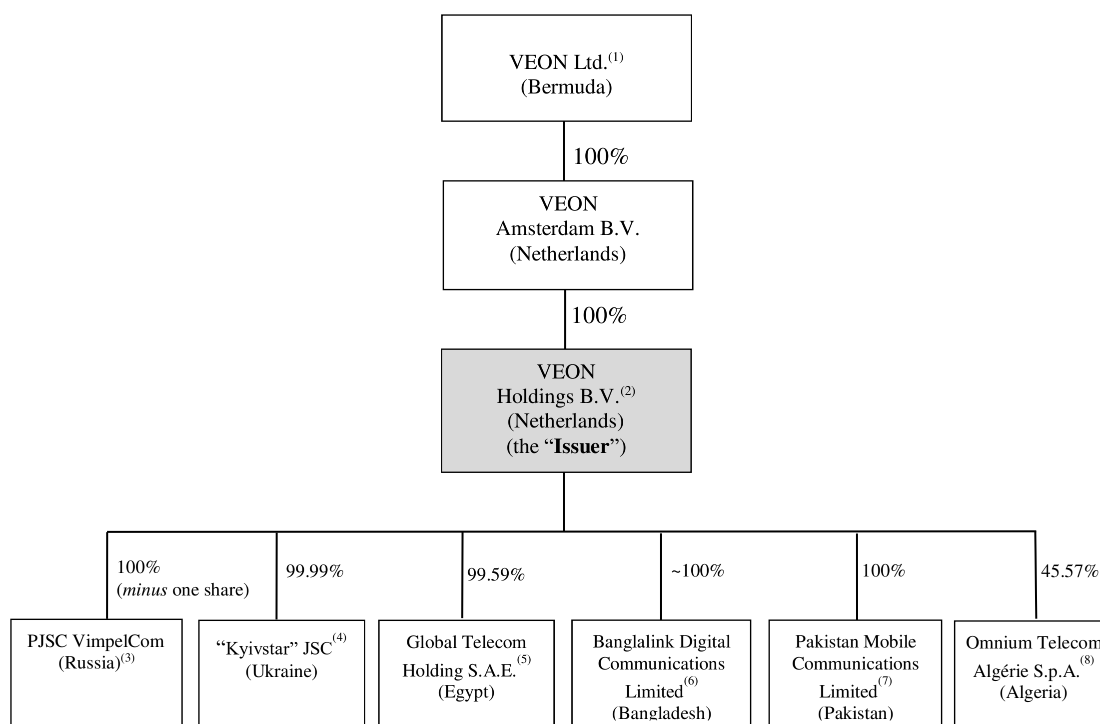
On 6 September 2021, VEON announced that it reached agreement to sell its mobile network towers in Russia to Service-Telecom for a total consideration of RUB70.65bn (US$ 970 million equivalent). Service-Telecom is a well-known partner to PJSC VimpelCom, which operates in Russia under the Beeline brand, and already provides the company with passive infrastructure across various regions in Russia. The sale reflects VEON's continued focus on active portfolio management and the pursuit of opportunities to realise the value of its infrastructure portfolio. With over 50,000 towers across nine dynamic markets, it is one of the industry's largest.

The transaction involves the sale of 100% of National Tower Company ("NTC"), a subsidiary of VEON, which operates a portfolio of approximately 15,400 mobile network towers in Russia. All of the active mobile network infrastructure currently operated by PJSC VimpelCom and the majority of the rooftop towers will remain with the company. Under the terms of the deal, PJSC VimpelCom and Service-Telecom have entered into a long-term master agreement regarding the provision of tower infrastructure services for an initial period of 8 years, and multiple extensions of 8 years at the discretion of PJSC VimpelCom. Both parties will additionally enter into a new build-to-suit program comprising of up to 5,000 sites by 2029. The master agreement provides a framework for a long-term strategic partnership with Service-Telecom to pursue investments in network roll-out and upgrade, and share the benefits from potential future infrastructure market consolidation in Russia. The agreement also provides Beeline with strict service commitments and protections enabling Beeline to place an even greater focus on ongoing strategic initiatives and improve the quality of mobile services for its customers.

The transaction is subject to customary regulatory approvals and closing is expected to take place in the fourth quarter of 2021.

SUMMARY CORPORATE STRUCTURE

The following chart shows a simplified summary of VEON's corporate structure. The chart does not include all VEON Group companies.



(1) VEON Ltd. is a public company whose ADSs are listed on the NASDAQ Global Select Market and whose Common Shares are listed on Euronext.

(2) The Issuer is a wholly owned, direct subsidiary of VEON Amsterdam, which is a wholly owned, direct subsidiary of VEON Ltd. As of the date hereof, VEON Amsterdam and VEON Ltd. have no other material assets, liabilities, income or expenses, and conduct no other material business operations, other than as described in the section entitled "*Presentation of Financial Information—Differences between the Financial Statements of the Issuer and VEON Ltd.*" The Issuer and certain of its subsidiaries are subject to the covenants and events of default under the Conditions. See "*Risk Factors—Risks Related to the Notes—The Issuer and its subsidiaries may incur substantially more debt in the future, which may make it difficult for them to service their debt obligations, including the Notes, and impair their ability to operate their businesses*."

(3) VEON Ltd. holds one share in PJSC VimpelCom.

(4) VEON Ltd. holds a minority interest of 0.01% in "Kyivstar" JSC.

(5) On 6 August 2019, we announced the results of our previously announced mandatory tender offer to purchase up to 1,997,639,608 shares of Global Telecom Holding S.A.E. The aggregate number of shares tendered and accepted for purchase and not validly withdrawn was 1,914,322,110 shares, and the completion date for such purchase was 15 August 2019. Following the completion date and further bilateral purchases, we hold approximately 99.59% of GTH's total outstanding equity.

(6) Minority shareholders hold an interest of 600 shares, representing less than 0.01% of the 4,760,377,996 shares of Banglalink Digital Communications Limited.

(7) On 22 March 2021, VEON successfully concluded the acquisition of the 15% minority stake in PMCL from the Dhabi Group for USD 273 million. For more information, see "*Summary—Recent Developments—VEON completes the acquisition of minority shareholding in PMCL.*"

(8) Following an internal reorganization effective 11 August 2021, the Issuer indirectly holds, via certain intermediate holding entities, a controlling interest of 45.57% in OTA. Previously, GTH held the 45.57% interest in OTA. The Algerian National Investment Fund holds 51% directly in OTA and a local minority shareholder, Cevital S.p.A., holds directly the remaining 3.43%. For more information regarding our holdings of OTA, see "*Note 14—Investments in Subsidiaries*" to the Audited Consolidated Financial Statements incorporated by reference herein.

OVERVIEW OF THE PROGRAMME

The following general description does not purport to be complete and is qualified in its entirety by the remainder of this Base Offering Memorandum. Words and expressions defined in "Form of the Notes" or "Terms and Conditions of the Notes" below shall have the same meanings in this general description.

Issuer...	VEON Holdings B.V., a private limited liability company incorporated under Dutch law.
Issuer's Legal Entity Identifier (LEI):...	5493000XDKGUH5NQGE22.
Risk Factors.......................................	There are certain factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme. These factors are set out under "*Risk Factors*". In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme. These are also set out under "*Risk Factors*" and include the fact that the Notes may not be a suitable investment for all investors, certain risks relating to the structure of particular Series of Notes and certain market risks.
Description...	Global Medium Term Note Programme.
Arrangers and Dealers......................	Citigroup Global Markets Europe AG and J.P. Morgan AG.
Dealers..	Citigroup Global Markets Europe AG, J.P. Morgan AG and Barclays Bank Ireland. The Issuer may from time to time terminate the appointment of any dealer under the Programme or appoint additional dealers either in respect of one or more Tranches or in respect of the whole Programme.
Trustee..	Citibank, N.A., London Branch.
Principal Paying Agent, Transfer Agent and Authentication Agent...	Citibank, N.A., London Branch.
Calculation Agent.............................	The Principal Paying Agent if designated in the relevant Final Terms to act in such capacity, or any other person appointed as calculation agent in relation to the Notes by the Issuer pursuant to the provisions of a calculation agency agreement (or any other agreement).
Registrar...	Citigroup Global Markets Europe AG.
Programme Size................................	Up to US$6,500,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement) aggregate principal amount of Notes outstanding at any time. The Issuer may increase the size of the Programme in accordance with the terms of the Programme Agreement.
Final Terms or Drawdown Prospectus......................................	Notes issued under the Programme may be issued either (i) pursuant to this Base Offering Memorandum and the relevant Final Terms; or (ii) pursuant to a Drawdown Prospectus. For a Tranche of Notes which is the subject of Final Terms, those Final Terms will, for the purpose of that Tranche only, complete this Base Offering Memorandum and must be read in conjunction with this Base Offering Memorandum. The terms and conditions applicable to any particular Tranche of Notes which is the subject of (i) Final Terms will be the Conditions as completed by the relevant Final Terms, or

(ii) a Drawdown Prospectus will be the Conditions as supplemented, amended and/or replaced to the extent described in the relevant Drawdown Prospectus.

Issuance.. Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis. Notes will be issued in Series. Each Series may comprise one or more Tranches issued on different issue dates. The Notes of each Series will all be subject to identical terms (including as to listing and admission to trading), except that their respective Issue Dates, Interest Commencement Dates (except in the case of any Zero Coupon Notes) and/or Issue Prices may be different in respect of different Tranches. The Notes of each Tranche will all be subject to identical terms (including as to listing and admission to trading).

See Condition 1 (*Form, Denomination and Title*) and "*Form of Final Terms*".

Form of Notes .... Each Series of Notes will be issued in registered form only. The Rule 144A Notes and the Regulation S Notes will initially be represented by the Rule 144A Global Note and the Regulation S Global Note, respectively. The Global Notes will be exchangeable for definitive Notes in the limited circumstances specified in the Global Notes.

See Condition 1 (*Form, Denomination and Title*).

Clearing Systems .... Unless otherwise agreed, DTC and Clearstream and Euroclear and such other clearing system as may be agreed among the Issuer, the Principal Paying Agent, the Trustee and the relevant Dealer(s).

See "*Form of the Notes*".

Currencies... Notes may be denominated in any currency or currencies, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements, as specified in the relevant Final Terms. Payments in respect of Notes may, subject to such compliance, be made in, and/or linked to, any currency or currencies other than the currency in which such Notes are denominated.

See "*Form of Final Terms*".

Currency Exchange Option .... If Currency Exchange Option is specified in the Final Terms as being applicable in respect of Notes of which the Specified Currency is Roubles (such Notes being "**Rouble Notes**") then Noteholders may, in accordance with Condition 6.(f) (*Payments—Currency Exchange Option*) give an irrevocable notice of election to receive such payment of interest or principal, as the case may be, in U.S. dollars. Upon any such election in accordance with Condition 6.(f) (*Payments—Currency Exchange Option*), such interest or principal will be converted into U.S. dollars by the Principal Paying Agent pursuant to Condition 6.(f) (*Payments—Currency Exchange Option*). If for any reason, the Principal Paying Agent cannot purchase U.S. dollars, the relevant payment of interest or principal will be made to the relevant Noteholder in Roubles, as more fully described in Condition 6.(f) (*Payments—Currency Exchange Option*). The transaction for the purchase of U.S. dollars with Roubles executed by or on behalf of the Principal Paying Agent may include customary fees and/or spreads and/or commissions in relation to the execution of such trade. Investors shall have no recourse to the Issuer, the Principal Paying Agent or any other

person in the event that the amount of U.S. dollars that an investor receives in respect of a payment of principal or interest is lower than the amount of U.S. dollars that such investor could have realised itself if it had exchange Roubles in the foreign exchange market. The terms of appointment and the limitations of liability of the Principal Paying Agent with respect to the purchase and payment of the U.S. dollars amount for Roubles are set forth in Condition 6.(f) (*Payments—Currency Exchange Option*) and the Agency Agreement.

See Condition 6.(f) (*Payments—Currency Exchange Option*).

Status of the Notes .... The Notes will constitute direct, general, unconditional and unsecured obligations of the Issuer which will rank *pari passu* in right of payment with all other present and future unsubordinated obligations of the Issuer, save only for such obligations as may be preferred by mandatory provisions of applicable law.

See Condition 3 (*Status of the Notes*).

Issue Price .... Notes may be issued on a fully-paid basis and at any price, as specified in the relevant Final Terms. See "Form of Final Terms".

Maturities .... Any maturity, as specified in the relevant Final Terms, subject, in relation to specific currencies, to compliance with all applicable legal and/or regulatory and/or central bank requirements.

See Condition 7 (*Redemption and Purchase*) and "*Form of Final Terms*".

Redemption .... Except as provided in "Issuer Call", "Issuer Maturity Par Call" and "Clean-up Call" below, the Notes cannot be redeemed prior to their stated maturity other than (i) for taxation reasons as described in Condition 7.(b) (*Redemption and Purchase—Redemption for tax reasons)* or (ii) following an Event of Default.

See Condition 7 (*Redemption and Purchase*) and "*Form of Final Terms*".

Issuer Call .... The relevant Final Terms may allow the Issuer on any one or more occasions, upon not less than 10 nor more than 60 days' notice (or such other period as may be specified in the relevant Final Terms) redeem all or a part of the relevant Notes then outstanding on the Optional Redemption Date(s) and at the Optional Redemption Amount(s), in each case, specified in the relevant Final Terms, plus accrued and unpaid interest, if any, to (but not including) the date of redemption, in accordance with Condition 7.(c)(i) (*Redemption and Purchase—Redemption at the option of the Issuer—Issuer Call*).

Issuer Maturity Par Call .... The relevant Final Terms may allow the Issuer on any one or more occasions, upon not less than 10 nor more than 60 days' notice (or such other period as may be specified in the relevant Final Terms) redeem all or a part of the relevant Notes then outstanding at any time during the period commencing on (and including) the day that is 90 days prior to the Maturity Date to (but excluding) the Maturity Date, at the Final Redemption Amount specified in the relevant Final Terms, plus accrued and unpaid interest, if any, to (but not including) the date of redemption, in accordance with Condition 7.(c)(ii) (*Redemption and Purchase—Redemption at the option of the Issuer—Issuer Maturity Par Call*).

Clean-up Call..................................... The relevant Final Terms or Drawdown Prospectus may include a clean-up call provision to allow the Issuer to redeem all of the relevant outstanding Notes at a redemption price equal to 101% of the principal amount of such Notes outstanding in the event that at least 80% of the initial aggregate principal amount of such Notes have been redeemed or purchased. See Condition 7.(c)(iii) (*Redemption and Purchase—Redemption at the option of the Issuer—Clean-up Call*).

Specified Denomination..................... The Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s) save that (i) the minimum denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency and (ii) the minimum denomination of each Note will be €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency, provided that any Notes resold pursuant to Rule 144A shall be held in amounts of not less than US$200,000 (or its equivalent in any other currency as at the date of issue of such Notes)).

For so long as the Notes are represented by a Global Note, and the relevant clearing system(s) so permit, the Notes shall be tradeable only in the minimum authorised denomination of €100,000 and higher integral multiples of any smaller amount specified in the relevant Final Terms.

See Condition 1 (*Form, Denomination and Title*).

Interest... Notes may be interest bearing or non-interest bearing. Interest (if any) may accrue at a fixed rate or a floating rate.

See Condition 5 (*Interest*) and "*Form of Final Terms*".

Fixed Rate Notes................................ Fixed interest will be payable in arrear on such date or dates as may be agreed between the Issuer and the relevant Dealer(s) and on redemption and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer(s).

See Condition 5.(a) (*Interest—Interest on Fixed Rate Notes*) and "*Form of Final Terms*".

Floating Rate Notes .... Floating Rate Notes will bear interest at a rate determined:

(a) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc., and as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series);

(b) on the basis of a reference rate (LIBOR, EURIBOR or RUONIA) appearing on the agreed screen page of a commercial quotation service; or

(c) on such other basis as may be agreed between the Issuer and the relevant Dealer(s).

The margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer(s) for each Series of Floating Rate Notes.

Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both.

Interest on Floating Rate Notes in respect of each Interest Period, as agreed prior to issue by the Issuer and the relevant Dealer(s), will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as may be agreed between the Issuer and the relevant Dealer(s).

See Condition 5.(b) (*Interest—Interest on Floating Rate Notes*) and "*Form of Final Terms*".

Benchmark Event .... If a Benchmark Event occurs in relation to an Original Reference Rate, then the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, with a view to the Independent Adviser determining a Successor Rate, failing which an Alternative Rate and, in either case, an Adjustment Spread, if any, and any Benchmark Amendments. See Condition 5.(c) (*Interest—Benchmark Event*).

Zero Coupon Notes............................ Zero Coupon Notes will be offered and sold at a discount to their nominal amount and redeemed at their nominal amount, or offered and sold at their nominal amount and redeemed at a premium to their nominal amount, as may be specified in the relevant Final Terms, and will not bear interest.

Negative Pledge................................. The Notes contain no negative pledge.

Cross Default .... The Notes contain no cross default.

Taxation .... All payments in respect of Notes by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for, Taxes imposed or levied by the Netherlands or any political subdivision or any authority thereof or therein having the power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall (subject as provided in Condition 8 (*Taxation*)) pay such additional amounts as will result in the receipt by the Noteholders of such amounts as they would have received in respect of such Notes had no such withholding or deduction been required to be made.

See also "*Taxation*".

ERISA .... Generally, Notes may be acquired and held by employee benefit plans and other plans that are subject to ERISA (as defined below) or Section 4975 of the Code (as defined below) and by other employee benefit plans, subject to certain restrictions. Purchasers, transferees and holders of Notes will be deemed to have given certain assurances regarding ERISA and Section 4975 of the Code.

Ratings .... Tranches of Notes may be rated or unrated. Where a Tranche of Notes is to be rated, such rating will be specified in the relevant Final Terms.

A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Governing Law	English law.
	See Condition 18.(a) (*Governing Law and Submission to Jurisdiction—Governing law*).
Listing	Application has been made for the Notes issued under the Programme to be listed on the Official List of the Luxembourg Stock Exchange and to be admitted to trading on the Euro MTF. However, Notes may be issued under the Programme which will not be listed on the Official List of the Luxembourg Stock Exchange or trade on the Euro MTF. The relevant Final Terms will specify whether or not Notes of the relevant Series will be listed on the Official List of the Luxembourg Stock Exchange or on any other stock exchange and/or markets.
Selling Restrictions	The offering and sale of Notes is subject to applicable laws and regulation, including, without limitation, those of the United States, the United Kingdom, the European Economic Area, the Russian Federation, Singapore and other jurisdictions where Notes may be offered, sold or delivered. See "*Plan of Distribution*".

SUMMARY CONSOLIDATED FINANCIAL INFORMATION AND OTHER DATA

The following summary consolidated financial information as of 31 December 2020 and 2019 and for the years ended 31 December 2020, 2019 and 2018 has been derived from VEON Ltd.'s audited consolidated financial statements incorporated by reference herein. The selected consolidated financial information as of and for the six-month periods ended 30 June 2021 and 2020 has been derived from VEON Ltd.'s Unaudited Q2 Interim Condensed Consolidated Financial Statements incorporated by reference herein. See "*Incorporation by Reference*." See "*Presentation of Financial Information—Differences between the Financial Statements of the Issuer and VEON Ltd.*" for information on the differences between the financial and operating results, material indebtedness and business operations of the Issuer and VEON Ltd.

The information should be read in conjunction with the sections of this Base Offering Memorandum entitled "*Presentation of Financial Information*", "*Item 5—Operating and Financial Review and Prospects*" of the Annual Report on Form 20-F, the Audited Consolidated Financial Statements and the Unaudited Q2 Interim Condensed Consolidated Financial Statements, in each case, incorporated by reference herein.

Summary Consolidated Income Statement of VEON Ltd.

	For the six months ended 30 June		For the year ended 31 December		
	2021	**2020**	**2020**	**2019**	**2018**
			(US$ in millions)		
Service revenue	3,780	3,773	7,471	8,240	8,526
Sale of equipment and accessories	211	160	392	465	427
Other revenues / other income	63	55	117	158	133
Total operating revenue	**4,054**	**3,988**	**7,980**	**8,863**	**9,086**
Other operating income	1	2	5	350	—
Service costs	(768)	(746)	(1,508)	(1,554)	(1,701)
Cost of equipment and accessories	(208)	(163)	(382)	(479)	(415)
Selling, general and administrative expenses	(1,324)	(1,352)	(2,641)	(2,965)	(3,697)
Depreciation	(837)	(804)	(1,576)	(1,652)	(1,339)
Amortization	(153)	(178)	(343)	(394)	(495)
Impairment (loss) / reversal	(9)	(1)	(785)	(108)	(858)
Gain / (loss) on disposal of non-current assets	(4)	(12)	(37)	(43)	(57)
Gain / (loss) on disposal of subsidiaries	—	—	(78)	1	30
Operating profit	**752**	**734**	**635**	**2,019**	**554**
Finance costs	(330)	(391)	(683)	(892)	(816)
Finance income	5	15	23	53	67
Other non-operating gain / (loss)	7	101	111	21	(68)
Net foreign exchange gain / (loss)	11	(21)	(60)	(20)	15
Profit / (loss) before tax from continuing operations	**445**	**438**	**26**	**1,181**	**(248)**
Income tax expense	(180)	(144)	(342)	(498)	(369)
Profit / (loss) from continuing operations	**265**	**294**	**(316)**	**683**	**(617)**
Profit / (loss) after tax from discontinued operations	—	—	—	—	(300)
Gain / (loss) on disposal of discontinued operations	—	—	—	—	1,279
Profit / (loss) for the period	**265**	**294**	**(316)**	**683**	**362**
Attributable to:					
The owners of the parent (continuing operations)	230	264	(349)	621	(397)
The owners of the parent (discontinued operations)	—	—	—	—	979
Non-controlling interest	35	30	33	62	(220)
	265	**294**	**(316)**	**683**	**362**

Summary Consolidated Statements of Financial Position of VEON Ltd.

	As of 30 June	As of 31 December		
	2021	2020	2019	2018
	(US$ in millions)			
Cash and cash equivalents	1,192	1,594	1,250	1,808
Working capital (deficit)[1]	(1,978)	(1,560)	(3,269)	(1,316)
Property and equipment	7,236	6,879	7,340	4,932
Intangible assets	4,230	4,152	5,688	5,670
Total assets	14,753	14,551	16,059	14,102
Total liabilities	13,527	13,538	13,839	11,319
Total equity	1,226	1,013	2,220	2,779

(1) Working capital (deficit) is calculated as current assets less current liabilities and is equivalent to net current assets.

Summary Consolidated Statements of Cash Flows of VEON Ltd.

	For the six months ended 30 June		For the year ended 31 December		
	2021	2020	2020	2019	2018
	(US$ in millions)				
Net cash flows from operating activities	1,199	1,105	2,443	2,949	2,515
Net cash flows from / (used in) investing activities	(1,134)	(1,017)	(1,910)	(1,888)	1,997
Net cash flows from / (used in) financing activities	(547)	(61)	(103)	(1,639)	(3,916)

Other Financial Information and Operating Data

	For the six months ended 30 June		For the year ended 31 December		
	2021	2020	2020	2019	2018
Mobile customers (in millions)[1]					
Russia	50.1	49.8	49.9	54.6	55.3
Pakistan	69.8	62.8	66.4	60.5	56.2
Ukraine	25.9	25.4	25.9	26.2	26.4
Kazakhstan	9.6	9.4	9.5	10.2	9.9
Uzbekistan	6.8	7.1	6.8	8.1	9.1
Algeria	13.9	13.9	14.1	14.6	15.8
Bangladesh	34.4	32.1	33.2	33.6	32.3
Mobile data customers (in millions)[1]					
Russia	33.9	31.5	32.9	35.5	36.8
Pakistan	48.4	41.0	44.0	38.8	33.0
Ukraine	17.4	15.9	17.1	16.9	14.8
Kazakhstan	7.4	6.6	7.2	6.9	6.3
Uzbekistan	5.1	4.6	4.8	5.2	5.5
Algeria	9.3	9.1	9.2	8.8	9.2
Bangladesh	21.2	19.5	19.9	18.9	19.6
Mobile ARPU (in US$)[1]					
Russia	4.6	4.8	4.6	5.3	5.4
Pakistan	1.6	1.5	1.5	1.7	2.1
Ukraine	3.0	2.8	2.8	2.6	2.0
Kazakhstan	3.7	3.2	3.3	3.1	3.0
Uzbekistan	2.2	2.2	2.2	2.4	2.8
Algeria	3.8	4.0	4.0	4.2	4.3
Bangladesh	1.3	1.3	1.3	1.3	1.3
Adjusted EBITDA (in US$ million)[2]	1,755	1,729	3,454	4,215	3,273
Adjusted EBITDA Margin[3]	43.3	43.4	43.3	47.6	36.0
Capital expenditures (excluding licenses) (in US$ million)[4]	927	860	1,889	1,741	1,415

(1) For information on how VEON calculates its mobile customers, mobile data customers and mobile ARPU, see "*Item 5— Operating and Financial Review and Prospects—Certain Performance Indicators*" of our Annual Report on Form 20-F incorporated by reference herein.

(2) For information on how VEON calculates Adjusted EBITDA, see "*Item 5— Operating and Financial Review and Prospects—Certain Performance Indicators*" of our Annual Report on Form 20-F incorporated by reference herein. For a reconciliation of Adjusted EBITDA to (loss)/profit before tax, the most directly comparable IFRS financial measure, for the years ended 31 December 2020, 2019 and 2018 and for the six-month periods ended 30 June 2021 and 2020, see "*Note 2—Segment Information*" to the Audited Consolidated Financial Statements and the Unaudited Q2 Interim Condensed Consolidated Financial Statements, respectively, in each case incorporated by reference herein.

(3) Adjusted EBITDA Margin is a non-IFRS financial measure. Adjusted EBITDA Margin is calculated as Adjusted EBITDA divided by total operating revenue, expressed as a percentage.

(4) Capital expenditures include equipment, new construction, upgrades, software, other long-lived assets and related reasonable costs incurred prior to intended use of the non-current assets, accounted for at the earliest event of advance payment or delivery, and excludes expenditures directly related to acquiring telecommunication licenses. Long-lived assets acquired in business combinations are not included in capital expenditures. For the periods beginning after 31 December 2018, right-of-use (ROU) assets are not included in capital expenditures, following the adoption of IFRS 16 on 1 January 2019. For more information on our capital expenditures, see "*Item 5— Operating and Financial Review and Prospects—Future Liquidity and Capital Requirements*" of our Annual Report on Form 20-F incorporated by reference herein and "*Note 2—Segment Information*" to each of the Audited Consolidated Financial Statements and the Unaudited Q2 Interim Condensed Consolidated Financial Statements incorporated by reference herein.

RISK FACTORS

The following section discusses risks related to the Notes. For a discussion of risks related to VEON, see "Item 3D.—Key Information—Risk Factors" of our Annual Report on Form 20-F incorporated by reference herein. The Issuer is a part of VEON, and consequently, risks that apply to VEON also apply to the Issuer. See "Presentation of Financial Information—Differences between the Financial Statements of the Issuer and VEON Ltd." for more information on the differences between the financial and operating results, material indebtedness and business operations of the Issuer Group and VEON.

Investing in the Notes involves a high degree of risk. Before purchasing any Notes, investors should carefully consider all of the information set forth in this Base Offering Memorandum and, in particular, the risks described below and incorporated by reference herein. If any of these risks actually occur, the business, financial condition, results of operations, cash flows and prospects of VEON, including the Issuer, could be adversely affected. In that case, the value of the Notes could decline and holders of the Notes could lose all or part of their investments.

The risks and uncertainties below and incorporated herein are not the only ones VEON faces, but represent the risks that the Issuer believes are material. However, there may be additional risks that the Issuer currently considers not to be material or of which the Issuer is not currently aware, and these risks could harm the business, financial condition, results of operations, cash flows and prospects of VEON, of which the Issuer is a part.

Risk Factors Relating to the Structure of a Particular Issue of Notes

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

Fixed rate/Floating Rate Notes have risks that conventional fixed rate notes do not.

Fixed rate/Floating Rate Notes may bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Where the Issuer has the right to effect such a conversion, this will affect the secondary market and the market value of the Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate in such circumstances, the spread on the fixed rate/Floating Rate Notes may be less favourable than then prevailing spreads on comparable floating rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate in such circumstances, the fixed rate may be lower than then prevailing rates on its Notes.

Notes may be issued at a substantial discount or premium and the market value thereof may be volatile.

The market values of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest bearing securities with comparable maturities.

The trading price of any fixed rate Notes is dependent on the interest rate environment and the trading price will fall as prevailing interest rates rise.

The trading price of any fixed rate Notes will depend on a variety of factors, including, without limitation, the interest rate environment. Each of these factors may be volatile, and may or may not be within VEON's control. Generally, if interest rates rise, or are expected to rise, during the term of any fixed rate Notes, the trading price of such Notes will decrease.

The Notes may be redeemed prior to maturity.

In the event that the Issuer is obliged to pay any additional amounts in respect of any Series of Notes pursuant to Condition 8 (*Taxation*), the Issuer may redeem all such outstanding Notes in accordance with Condition 7.(b) (*Redemption and Purchase—Redemption for tax reasons*). In addition, the Issuer may redeem all remaining outstanding Notes of a particular Series in accordance with Condition 7.(c)(iii) (*Redemption and Purchase—Redemption at the option of the Issuer—Clean-up Call*) in the event that at least 80% of the initial aggregate principal amount of such Notes have been redeemed or purchased. Further, the Issuer may, at its option, redeem some or all of the Notes of a particular Series outstanding in accordance with, and at the redemption prices set out in, Condition 7.(c)(i) (*Redemption and Purchase—Redemption at the option of the Issuer—Issuer Call*) and/or Condition 7.(c)(ii) (*Redemption and Purchase—Redemption at the option of the Issuer—Issuer Maturity Par*

Call). Upon such a redemption, investors in the Notes might not be able to reinvest the amounts received at a rate that will provide the same rate of return as their investment in the Notes. These redemption features are also likely to limit the market value of the Notes during any period in which the Issuer may elect to redeem them, as the market value during this period generally will not rise substantially above the price at which they can be redeemed. This may similarly be true prior to any redemption period.

There are risks that certain "benchmarks" to which the Notes are linked may be administered differently or discontinued in the future, including the potential phasing-out of LIBOR after 2021, which may adversely affect the value and return on such Notes.

LIBOR, EURIBOR, RUONIA and other interest rates and indices which are deemed to be "benchmarks" are the subject of ongoing regulatory reform. 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 benchmarks could be eliminated entirely, or there could be other consequences which cannot be predicted. For example, on 27 July 2017, the FCA announced that it will no longer persuade or compel banks to submit rates for the calculation of LIBOR after 2021, which was further reiterated in an FCA announcement on 12 July 2018 which described the transition away from LIBOR. On 5 March 2021, the FCA announced that (i) the publication of 24 LIBOR settings (as detailed in the FCA announcement) will cease immediately after 31 December 2021, (ii) the publication of the overnight and 12-month U.S. dollar LIBOR settings will cease immediately after 30 June 2023, (iii) immediately after 31 December 2021, the 1-month, 3-month and 6-month sterling LIBOR settings will no longer be representative of the underlying market and economic reality that they are intended to measure and representativeness will not be restored (and the FCA will consult on requiring ICE to continue to publish these settings on a synthetic basis, which will no longer be representative of the underlying market and economic reality they are intended to measure, for a further period after end 2021) and (iv) immediately after 30 June 2023, the 1-month, 3-month and 6-month U.S. dollar LIBOR settings will no longer be representative of the underlying market and economic reality that they are intended to measure and representativeness will not be restored (and the FCA will consider the case for using its proposed powers to require IBA to continue publishing these settings on a synthetic basis, which will no longer be representative of the underlying market and economic reality they are intended to measure, for a further period after end June 2023). In addition, the EMMI announced the discontinuation of EONIA (Euro Overnight Index Average) after 3 January 2022 and that from 2 October 2019 until its total discontinuation it will be replaced by the euro short-term rate plus a spread of 8.5 basis points. The elimination of LIBOR or any other benchmark or changes in the manner of administration of a benchmark could require an adjustment to the Conditions, or result in other consequences, in respect of any Notes linked to such benchmark.

When LIBOR is discontinued or otherwise unavailable, the rate of interest on Floating Rate Notes which reference LIBOR will be determined for the relevant period by the fall-back provisions applicable to such Notes. Depending on the manner in which the LIBOR rate is to be determined under the Conditions, this may: (i) if ISDA Determination applies, be reliant upon the provision by reference banks of offered quotations for the LIBOR rate which, depending on market circumstances, may not be available at the relevant time; or (ii) if Screen Rate Determination applies, result in the effective application of a fixed rate based on the rate which applied in the previous period when LIBOR was available. Any of the foregoing could have an adverse effect on the value or liquidity of, and return on, any Floating Rate Notes which reference LIBOR.

The above mentioned risks related to LIBOR may also impact EURIBOR or RUONIA in the future. Investors in Floating Rate Notes which reference EURIBOR or RUONIA should be mindful of the applicable fall-back provisions in respect of such Notes and the adverse effect this may have on the value or liquidity of, and return on, any Floating Rate Notes which reference EURIBOR or RUONIA.

If a Benchmark Event (as defined in the Conditions) (which, amongst other events, includes the permanent discontinuation of an Original Reference Rate (as defined in the Conditions)) occurs, the Issuer shall use its reasonable endeavours to appoint an Independent Adviser (as defined in the Conditions) to determine a Successor Rate or Alternative Rate (each as defined in the Conditions) to be used in place of the Original Reference Rate. The use of any such Successor Rate or Alternative Rate to determine the Rate of Interest (as defined in the Conditions) will result in Notes linked to or referencing the Original Reference Rate performing differently (which may include payment of a lower Rate of Interest) than they would do if the Original Reference Rate were to continue to apply in its current form.

Furthermore, if a Successor Rate or Alternative Rate for the Original Reference Rate is determined by the Independent Adviser, the Conditions provide that the Issuer may vary the terms and conditions of the Notes, as

necessary to ensure the proper operation of such Successor Rate or Alternative Rate, without any requirement for consent or approval of the Noteholders.

If a Successor Rate or Alternative Rate is determined by the Independent Adviser, the Conditions also provide that an Adjustment Spread (as defined in the Conditions) may be determined by the Independent Adviser and applied to such Successor Rate or Alternative Rate. The aim of the Adjustment Spread is to reduce or eliminate, to the extent reasonably practicable, any economic prejudice or benefit (as the case may be) to Noteholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate. However, it may not be possible to determine or apply an Adjustment Spread and even if an Adjustment Spread is applied, such Adjustment Spread may not be effective to reduce or eliminate economic prejudice to Noteholders. If no Adjustment Spread can be determined, a Successor Rate or Alternative Rate may nonetheless be used to determine the Rate of Interest. The use of any Successor Rate or Alternative Rate (including with the application of an Adjustment Spread) will still result in Notes linked to or referencing the Original Reference Rate performing differently (which may include payment of a lower Rate of Interest) than they would if the Original Reference Rate were to continue to apply in its current form.

The Issuer may be unable to appoint an Independent Adviser or the Independent Adviser may not be able to determine a Successor Rate or Alternative Rate in accordance with the Conditions.

Where the Issuer is unable to appoint an Independent Adviser in a timely manner, or the Independent Adviser is unable to determine a Successor Rate or Alternative Rate before the next Interest Determination Date (as specified in the relevant Final Terms), the Rate of Interest for the next succeeding Interest Period (as defined in the Conditions) will be the Rate of Interest applicable as at the last preceding Interest Determination Date before the occurrence of the Benchmark Event, or, where the Benchmark Event occurs before the first Interest Determination Date, the Rate of Interest will be the initial Rate of Interest. Applying the initial Rate of Interest, or the Rate of Interest applicable as at the last preceding Interest Determination Date before the occurrence of the Benchmark Event, will result in Notes linked to or referencing the relevant benchmark performing differently (which may include payment of a lower Rate of Interest) than they would do if the Original Reference Rate were to continue to apply, or if a Successor Rate or Alternative Rate could be determined.

If the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser fails to determine a Successor Rate or Alternative Rate for the life of the relevant Notes, the initial Rate of Interest, or the Rate of Interest applicable as at the last preceding Interest Determination Date before the occurrence of the Benchmark Event, will continue to apply to maturity. This will result in the Floating Rate Notes, in effect, becoming fixed rate Notes.

Risks relating to Rouble Notes.

For investors (a) holding Rouble Notes to which Condition 6.(f) (*Payments—Currency Exchange Option*) is specified as applicable in the relevant Final Terms through (i) DTC who have not made an irrevocable election to receive payment in Roubles and (ii) Euroclear and/or Clearstream who have made an irrevocable election to receive payment in U.S. dollars or (b) whose Rouble Notes are represented by definitive Notes and who have made an irrevocable election to receive a forthcoming payment of principal or interest on the Notes in U.S. dollars, the Principal Paying Agent will, subject to it having received the Exchange Amount (as defined in the Conditions), pursuant to and subject to Condition 6.(f) (*Payments—Currency Exchange Option*), purchase the required U.S. dollars, using the Exchange Amount received in accordance with the Conditions, at a purchase price calculated on the basis of the Applicable Exchange Rate (as defined in the Conditions) and transfer the purchased amount in U.S. dollars to the Noteholder's U.S. dollar account. If, for any reason, the Principal Paying Agent cannot purchase U.S. dollars, the relevant payment of interest or principal will be made to the relevant Noteholder in Roubles; *provided* that, with respect to any Rouble Notes held through DTC, the Principal Paying Agent will hold the Exchange Amount until the relevant DTC Participants (as defined in the Conditions) make alternative arrangements for receipt of payment in Roubles (subject, for the avoidance of doubt, to Condition 9 (*Prescription*)). See Condition 6.(f) (*Payments—Currency Exchange Option*)" for more information.

The Applicable Exchange Rate at which the Principal Paying Agent has agreed to exchange Roubles for U.S. dollars shall be a foreign exchange conversion rate for settlement on the relevant due date for payment which the Principal Paying Agent uses to convert Roubles into U.S. dollars at the request of its other customers, as more fully described in Condition 6.(f) (*Payments—Currency Exchange Option*).

No assurance can be given that the amount of U.S. dollars received by an investor who elects to receive a payment of principal or interest in respect of the Notes in U.S. dollars will be equal to the amount of U.S. dollars that the

investor could have realised in the foreign exchange market if the interest or principal payment made on the investor's Notes were instead paid directly to the investor in Roubles and the investor had converted the Roubles into U.S. dollars. The Principal Paying Agent will not be liable to any person for any losses resulting from the application by the Principal Paying Agent of the Applicable Exchange Rate. In addition, even if Noteholders make an irrevocable election to receive a payment on the Notes in U.S. dollars, if the Principal Paying Agent cannot, for any reason, purchase U.S. dollars with the Roubles that have been paid by the Issuer in accordance with the Conditions in respect of any payment of principal or interest, Noteholders will receive Roubles in respect of such payment of principal or interest; *provided* that, with respect to any Rouble Notes held through DTC, the Principal Paying Agent will hold the Exchange Amount until the relevant DTC Participants make alternative arrangements for receipt of payment in Roubles (subject, for the avoidance of doubt, to Condition 9 (*Prescription*)).

Debt instruments denominated and settled in Roubles have only been accepted for clearance through Euroclear and Clearstream since 2007, and only a small number of Rouble-denominated debt instruments are now settled through these clearing systems. Due to the relative lack of experience of Euroclear and Clearstream with settling, clearing and trading Rouble-denominated debt instruments, there can be no assurance that the clearing, settlement and trading of the Rouble Notes held through Euroclear or Clearstream will be effected in the same manner as the clearing, settlement and trading of U.S. dollar- or euro-denominated instruments.

Holders of Rouble Notes held through Euroclear and Clearstream who have not elected to receive payments in U.S. dollars pursuant to the Conditions will be required to open and maintain a Rouble-denominated bank account. There are significant practical difficulties associated with opening Rouble-denominated bank accounts outside the Russian Federation, and no assurance can be given that holders will be able to either open or maintain an offshore Rouble-denominated bank account. Such holders of Notes who do not open and maintain a Rouble-denominated bank account will be unable to transfer from their accounts with Euroclear and Clearstream the Rouble payments made on the Notes or any Rouble proceeds realised from the sale of their Notes.

Furthermore, Noteholders whose interests in the Rouble Notes are represented by the Rule 144A Global Notes and who hold their Notes through a sub-account in Euroclear or Clearstream may not have the option to elect to receive payments on the Notes in Roubles as Euroclear and/or Clearstream may not provide such option in practice in such circumstances.

Risk Factors Relating to the Notes Generally

The Issuer and its subsidiaries may incur substantially more debt in the future, which may make it difficult for them to service their debt obligations, including the Notes, and impair their ability to operate their businesses.

Each of the Issuer and its subsidiaries may incur substantial additional debt in the future. Although certain of the financing arrangements to which the Issuer and its subsidiaries are party contain restrictions on the incurrence of additional indebtedness, these restrictions are subject to a number of significant qualifications and exceptions and, under certain circumstances, the amount of indebtedness that could be incurred in compliance with these restrictions could be substantial. The Conditions will permit the Issuer and its subsidiaries to incur future debt that may have substantially the same covenants as the Conditions. Moreover, some of the debt the Issuer may incur in the future could be structurally senior to the Notes and may be secured by collateral that does not secure the Notes. See "—*Your right to receive payments on the Notes is effectively junior to secured debt and is subject to certain other statutory preferences.*" The incurrence of significant additional debt (whether structurally senior or otherwise) would increase the risks related to substantial indebtedness and debt service obligations described elsewhere in this Base Offering Memorandum.

There is no restriction in the Conditions preventing the transfer of the Issuer's operations to third parties.

The Conditions do not contain provisions preventing the Issuer or its subsidiaries from selling or otherwise disposing of their assets to third parties. Any such disposal could deprive the Issuer of sources of current or future income, which could harm the business, financial condition, results of operations, cash flows and prospects of the Issuer as well as the Issuer's ability to service its indebtedness, including the Notes. In addition, the Conditions do not contain a change of control provision applicable to the Issuer.

The Issuer is a holding company and the ability of the Issuer to make payments on the Notes depends on cash flow from its subsidiaries or other distributions or payments.

As a holding company, the Issuer depends on cash being made available by its parent companies, including VEON Ltd. and VEON Amsterdam, and the performance of its operating subsidiaries to make any payments that it may be required to make on the Notes. The payment of dividends and the making of loans and advances by its subsidiaries may be subject to various restrictions under the laws of the relevant jurisdictions in which such subsidiaries are organised or located, including financial assistance rules, corporate benefit laws and other legal restrictions. For example, in Pakistan, there is a prohibition on declaring or making payments of dividends from profits arising from the sale or disposal of immovable property or assets of a capital nature. The distribution of dividends by the Issuer's subsidiaries is also subject to restrictions under contractual arrangements to which any such subsidiary is currently subject, or may become subject to in the future. For example, OTA is also subject to the restrictions set out in the shareholders' agreement between GTH and the Algerian National Investment Fund (*Fonds National d'Investissement*), relating to the operation and ownership of OTA, which requires certain super-majority approvals of a dividend distribution in excess of 42.5% of consolidated net income.

The ability of the Issuer's parent companies and subsidiaries to pay dividends and make payments or loans to the Issuer will depend on, in addition to the restrictions set out in the preceding paragraph with respect to OTA and Jazz, their operating results and the operating results of their respective subsidiaries, and may be restricted by, among other things, covenants in other debt agreements and corporate, tax and other laws and regulations. These covenants, laws and regulations include restrictions on dividends, limitations on repatriation of earnings, monetary transfer restrictions and foreign currency exchange restrictions in certain agreements and/ or certain jurisdictions in which such subsidiaries operate. For example, dividends paid to the Issuer from its operating companies in Russia and CIS countries are subject to a withholding tax of 5% to 12%. With respect to operations, although the Issuer has a global strategy set by leadership, management at each of its operations is responsible for executing many aspects of that strategy, and it is not certain that local management will be able to execute that strategy effectively or that the Issuer's business units will be able to generate profits. See also "*—As a holding company, the Issuer depends on the performance of its subsidiaries, and is affected by changes in exchange controls and currency restrictions in the countries in which its subsidiaries operate.*"

Any of the restrictions above could restrict the ability of the Issuer to service its obligations under the Notes.

As a holding company, the Issuer depends on the performance of its subsidiaries, and is affected by changes in exchange controls and currency restrictions in the countries in which its subsidiaries operate.

The Issuer is a holding company and does not conduct any revenue-generating business operations of its own. Its principal assets are the direct and indirect equity interests it owns in its operating subsidiaries. It is dependent upon cash dividends, distributions, loans or other transfers it receives from its subsidiaries to make dividend payments to its shareholders (including indirectly to holders of ADSs), to repay debts, and to meet its other obligations. The ability of the Issuer's subsidiaries to pay dividends and make payments or loans to the Issuer depends on the success of their businesses and is not guaranteed.

The Issuer's subsidiaries are separate and distinct legal entities. Any right that the Issuer has to receive any assets of or distributions from any subsidiary upon its bankruptcy, dissolution, liquidation or reorganisation, or to realise proceeds from the sale of the assets of any subsidiary, will be junior to the claims of that subsidiary's creditors, including trade creditors.

The ability of the Issuer's subsidiaries to pay dividends and make payments or loans to the Issuer, and to guarantee the Issuer's debt, will depend on their operating results and may be restricted by applicable covenants in debt agreements and corporate, tax and other laws and regulations. These covenants, laws and regulations include restrictions on dividends, limitations on repatriation of earnings, limitations on the making of loans and repayment of debts, monetary transfer restrictions and foreign currency exchange restrictions in certain agreements and/or certain jurisdictions in which the Issuer's subsidiaries operate. For further details on the restrictions on dividend payments, see "*Item 5—Operating and Financial Review and Prospects—Liquidity and Capital Resources—Indebtedness—Cash Subject to Currency and Contractual Restrictions*", "*Item 3.D—Key Information—Risk Factors—Operational Risks—As a holding company, VEON Ltd. depends on the performance of its subsidiaries and their ability to pay dividends or make other transfers to VEON Ltd. and may therefore be affected by a variety of local legal or regulatory changes, including changes in exchange controls and currency restrictions in the countries in which its subsidiaries operate*" and "*Item 3.D.—Key Information—Risk Factors—Geopolitical Risks—The banking systems in many countries in which we operate remain underdeveloped, there are a limited*

number of creditworthy banks in certain of these countries with which we can conduct business, and currency control requirements restrict activities in certain markets in which we have operations" in each case, of our Annual Report on Form 20-F incorporated by reference herein, and "*Note 25—Condensed Separate Financial Information of VEON*" of the Audited Consolidated Financial Statements incorporated by reference herein. Furthermore, our ability to withdraw funds and dividends from our subsidiaries and operating companies may depend on the consent of our strategic partners where applicable. See *"Item 3.D.—Key Information—Risk Factors—Operational Risks—Our strategic partnerships and relationships carry inherent business risks*" of our Annual Report on Form 20-F incorporated by reference herein.

The covenants contained in the Conditions are limited.

The Conditions do not place any restrictions on the Issuer and its Significant Subsidiaries on the incurrence of debt, the making of investments, the disposal of assets, the payment of dividends or the granting of security over their respective assets, including in respect of future issuances of capital markets instruments similar to the Notes. The Conditions also do not contain a negative pledge.

Your right to receive payments on the Notes is effectively junior to secured debt and is subject to certain other statutory preferences.

Since the Notes are unsecured, the Notes will be effectively subordinated to any current or future secured indebtedness of the Issuer, to the extent of the value of the property and assets securing such indebtedness. In the event of any foreclosure, dissolution, winding-up, liquidation, reorganisation, administration or other bankruptcy or insolvency proceeding of the Issuer, holders of secured indebtedness will have prior claims to Issuer's assets that constitute the collateral for such secured indebtedness. Payments on the Notes will be subordinated to other statutory preferences, including post-petition claims, claims for salaries, wages, social security, taxes and court fees and expenses, among others. In such a scenario, holders of the Notes may receive less, ratably, than the holders of secured or preferred indebtedness and they may lose some or all of their investment in the Notes.

The Notes will also be effectively subordinated to all current and future secured and unsecured indebtedness and other obligations of the subsidiaries and joint ventures of the Issuer. In the event of a bankruptcy, liquidation or reorganisation or similar proceeding relating to such subsidiaries or joint ventures, the holders of the Notes will have no direct claim against any such subsidiary or joint venture, and will participate with the Issuer's trade creditors and all other holders of their senior unsecured indebtedness in the value of their claims as shareholders of such subsidiaries and joint ventures, as applicable. As at 30 June 2021, the outstanding principal amount of the Issuer Group's external debt for bank loans, bonds, equipment financing, and loans from others amounted to approximately US$7,657 million, of which US$880 million was incurred by the Issuer's subsidiaries. US$548 million of such indebtedness incurred by the Issuer's subsidiaries was secured.

Your rights as a creditor may not be the same under Dutch insolvency laws as under U.S., English or other insolvency laws and may preclude you from recovering payments due on the Notes.

The Issuer is a private limited liability company organised under Dutch law and a majority of the directors and officers reside in the Netherlands. Your rights under the Notes will be subject to Dutch insolvency and administrative laws, and there can be no assurances that you will be able to effectively enforce your rights in such bankruptcy, insolvency or similar proceedings. Dutch law may not be as favourable to your interests as the laws of jurisdictions with which you are familiar. The application of Dutch laws, or any conflict between Dutch laws and the laws of other countries, could call into question whether and how these countries' laws should apply. Such issues may adversely affect your ability to enforce your rights under the Notes or limit any amounts that you may receive. See "*Certain Insolvency Law Considerations*" for a brief description of certain aspects of insolvency laws in the Netherlands.

You may be unable to recover in civil proceedings for U.S. securities laws violations.

The Issuer is organised under Dutch law and does not have any material assets in the United States. None of the directors and executive officers of the Issuer is a resident of the United States. As a result, it may not be possible for investors to effect service of process within the United States upon the Issuer or its directors and executive officers, or to enforce any judgments obtained in U.S. courts, predicated upon the civil liability provisions of U.S. securities laws.

The Notes may not be a suitable investment for all investors.

Each potential investor in the Notes 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 Notes, the merits and risks of investing in the Notes and the information contained in this Base Offering 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 Notes and the impact the Notes will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes;
- understand thoroughly the terms of the Notes 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.

Noteholders are exposed to the consequences of a minimum specified denomination plus a higher integral multiple for the Notes to be traded in clearing systems.

The Conditions provide that Notes shall be issued with a minimum denomination of €100,000 (or its equivalent in another currency) and integral multiples of an amount in excess thereof in the relevant Specified Currency. Where Notes are traded in a clearing system, it is possible that the clearing systems may process trades which could result in amounts being held in denominations smaller than the minimum denominations specified in the relevant Final Terms related to an issue of Notes. If definitive Notes are required to be issued in relation to such Notes in accordance with the provisions of the terms of the applicable Global Notes, a holder who does not have an integral multiple of the minimum denomination in its account with the relevant clearing system at the relevant time may not receive all of its entitlement in the form of definitive Notes unless and until such time as its holding becomes an integral multiple of the minimum denomination.

Holders of Notes held through DTC, Euroclear and Clearstream must rely on procedures of those clearing systems to effect transfers of Notes, receive payments in respect of Notes and vote at meetings of Noteholders.

Notes issued under the Programme will be represented on issue by one or more Global Notes that may be deposited with a common depositary for Euroclear and Clearstream or may be deposited with a custodian for DTC. Except in the circumstances described in each Global Note, investors will not be entitled to receive Notes in definitive form. Each of DTC, Euroclear and Clearstream and their respective direct and indirect participants will maintain records of the beneficial interests in each Global Note held through it. While the Notes are represented by a Global Note, investors will be able to trade their beneficial interests only through the relevant clearing systems and their respective participants.

While the Notes are represented by Global Notes, the Issuer will discharge its payment obligations under the Notes by making payments through the relevant clearing systems. A holder of a beneficial interest in a Global Note must rely on the procedures of the relevant clearing system and its participants to receive payments under the Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in any Global Note.

Holders of beneficial interests in a Global Note will not have a direct right to vote in respect of the Notes so represented. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant clearing system and its participants to appoint appropriate proxies.

An active trading market for Notes may not develop.

Notes issued under the Programme may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate,

currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity could have a material adverse effect on the market value of Notes.

Application has been made for Notes issued under the Programme to be listed on the Official List of the Luxembourg Stock Exchange and to be admitted to trading on the Euro MTF, which is not a regulated market within the meaning of MiFID II. There can be no assurance that either such listings or declaration will be obtained or, if such listings or declaration is obtained, that an active trading market will develop or be sustained. Further, there can be no assurance that a Series of Notes will be listed or traded on any exchange. The relevant Final Terms will specify whether or not Notes of the relevant Series will be listed on the Official List of the Luxembourg Stock Exchange or on any other stock exchange and/or market. In addition, the liquidity of any market for Notes will depend on the number of holders of Notes, the interest of securities dealers in making a market in Notes and other factors. Accordingly, there can be no assurance as to the development or liquidity of any market for Notes.

The market price of Notes may be volatile.

The market price of Notes could be subject to significant fluctuations in response to actual or anticipated variations in VEON's operating results and those of its competitors, adverse business developments, changes to the regulatory environment in which VEON operates, changes in financial estimates by securities analysts, as well as other factors. In addition, the market price of the Notes could be affected by the actual or expected issuance of additional indebtedness of the Issuer.

Furthermore, in recent years the global financial markets have experienced significant price and volume fluctuations, which, if repeated in the future, could have a material adverse effect on the market price of Notes without regard to VEON's business, prospects, financial condition, cash flows or results of operations. Factors, including increased competition, fluctuations in commodity prices or VEON's operating results, the regulatory environment, availability of reserves, general market conditions, natural disasters, public health issues (such as the novel coronavirus), terrorist attacks and war, could have a material adverse effect on the market price of Notes.

Transferability of the Notes may be limited under applicable securities laws.

The Notes have not been and will not be registered under the Securities Act or the securities laws of any state of the United States or any other jurisdiction. Notes issued under the Programme may not be offered, sold or otherwise transferred in the United States other than to persons that are QIBs. Each purchaser of Notes will be deemed, by its acceptance of such Notes, to have made certain representations and agreements intended by the Issuer to restrict transfers of Notes as described under "*Plan of Distribution*" and "*Transfer Restrictions*". It is the obligation of each purchaser of Notes to ensure that its offers and sales of Notes comply with all applicable securities laws.

Exchange rate risks exist to the extent payments in respect of Notes are made in a currency other than the currency in which an investor's activities are denominated.

The Issuer will pay principal and interest on the Notes in the Specified Currency (as defined in the Final Terms). 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. In addition, such risks generally depend on economic and political events over which the Issuer has no control. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease: (i) the Investor's Currency equivalent yield on the Notes; (ii) the Investor's Currency equivalent value of the principal payable on the Notes; and (iii) the Investor's Currency equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate as well as the availability of a specified foreign currency at the time of payment of principal or interest, if any, on Notes. As a result, investors may receive less interest or principal than expected, or no interest or principal. Even if there are no actual exchange controls, it is possible that the Specified Currency for any particular Note not denominated in U.S. dollars would not be available at the maturity of a Series of Notes. In that event, the Issuer would make required payments in U.S. dollars on the basis of the

market exchange rate on the date of such payment, or if such rate of exchange is not then available, on the basis of the market exchange rate as at the most recent practicable date.

Credit ratings may not reflect all risks, are not recommendations to buy or hold securities and may be subject to revision, suspension or withdrawal at any time.

One or more independent credit rating agencies may assign credit ratings to the Notes. The ratings may not reflect the potential impact of all risks related to the structure, market, additional risk factors discussed herein and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities. In addition, credit ratings may be subject to revision, suspension or withdrawal by the rating agency at any time. No assurance can be given that a credit rating will remain constant for any given period of time or that a credit rating will not be lowered or withdrawn entirely by the credit rating agency if, in its judgment, circumstances in the future so warrant. A suspension, reduction or withdrawal at any time of the credit rating assigned to the relevant Notes, or any other instruments issued by the Issuer, VEON or any of its affiliates, by one or more of the credit rating agencies may adversely affect the cost and terms and conditions of financings obtained by the Issuer and could adversely affect the value and trading of such Notes.

Legal investment considerations may restrict certain investments.

The investment activities of certain investors are subject to legal 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: (i) Notes constitute legal investments for it; (ii) Notes can be used as collateral for various types of borrowing; and (iii) other restrictions apply to any purchase or pledge of any Notes by the investor. Financial institutions should consult their legal advisers or the relevant regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules and regulations.

The Issuer may, without the consent of the Noteholders, issue additional Notes. These additional Notes, even if they are treated for non-tax purposes as part of the same series as the original Notes, may be treated as a separate series for U.S. federal income tax purposes.

The Issuer may, without the consent of the holders of the Notes of the relevant Series, issue additional Tranches of Notes which may be consolidated and form a single Series with one or more Tranches previously issued. Notwithstanding the foregoing, such additional Tranches may be treated as a separate series for U.S. federal income tax purposes. In such a case, the Notes of any such additional Tranche may be considered to have been issued with "original issue discount" for U.S. federal income tax purposes and this may reduce the market value of the Notes of such Tranche to certain classes of investors.

Noteholders are subject to risks related to a possible change in law.

The structure of the issue of Notes is based on English law and administrative practices in effect as at the date of this Base Offering Memorandum. No assurance can be given as to the impact of any possible change to English law or administrative practices after the date of this Base Offering Memorandum, nor can any assurance be given as to whether any such change could adversely affect the ability of the Issuer to make payments under the Notes.

No assurance can be given as to the impact of any possible judicial decision or changes in English law or administrative practice after the date of this Base Offering Memorandum.

The Conditions permit defined majorities to bind all Noteholders and the Trustee to take certain actions.

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

The Conditions also provide that the Trustee may, without the consent of Noteholders, agree to: (i) certain modifications (other than in respect of a Reserved Matter (as defined in the Trust Deed)) of, or to the waiver or authorisation of any breach or proposed breach (other than a proposed breach or breach relating to a Reserved Matter) of, any of the provisions of the Notes or the Trust Deed or (ii) determine without the consent of the Noteholders that any Event of Default (as defined in the Trust Deed) or potential Event of Default shall not be treated as such where, in each case, it is not materially prejudicial to the interests of the Noteholders.

The Conditions, including the terms of payment of principal and interest, can be amended by an Extraordinary Resolution (as defined in the Trust Deed) of certain holders of the Notes and any such Extraordinary Resolution will be binding on all holders of the Notes.

According to the Conditions, holders of Notes can, by Extraordinary Resolution, consent to amendments to the Conditions. Accordingly, although no obligation to make any payment or render any other performance may be imposed on any holder of a Note, the holders of the Notes may, by Extraordinary Resolution, among other things agree to:

- change the due date for payment of interest and reduce, or cancel interest payable on the Notes;
- change the maturity date of the Notes or reduce the principal amount payable on the Notes;
- convert the Notes into, or exchange the Notes for, shares or other securities or obligations;
- change the currency of the Notes; or
- waive or restrict holders' rights to accelerate the Notes.

Under the Conditions and the Trust Deed, amendments to the Conditions or the Trust Deed that constitute a Reserved Matter require consent given by (i) an Extraordinary Resolution duly passed at a validly convened meeting of the holders of the Notes, the quorum for which is not less than two thirds in aggregate principal amount (or at any adjourned meeting, not less than one third in aggregate principal amount) of the Notes for the time being outstanding, of which at least a majority of the votes cast must be cast in favour of the Extraordinary Resolution, (ii) a resolution in writing signed by or on behalf of the holders of not less than two thirds in aggregate principal amount of the Notes for the time being outstanding, or (iii) electronic consents through the relevant clearing system(s) by or on behalf of the holders of not less than two thirds in aggregate principal amount of the Notes for the time being outstanding. Any such Extraordinary Resolution will be binding on all holders whether they voted for or against the Extraordinary Resolution or did not vote.

In addition, with respect to any resolution (including an Extraordinary Resolution) which in the opinion of the Trustee affects the Notes of more than one Series but does not give rise to an actual or potential conflict of interest between the holders of Notes of any of the Series so affected, holders of the Notes of a particular Series so affected will vote jointly together with holders of the Notes of each other Series so affected at a single meeting of the holders of the Notes of all of the Series so affected, such that the quorum and threshold consent requirements set out in the Conditions and the Trust Deed apply to all of the outstanding Notes of the affected Series. In the case of any meeting of holders of Notes of more than one currency, the nominal amount of such Notes shall, for purposes of determining whether the quorum and threshold consent requirements have been satisfied, be the equivalent in U.S. dollars at a spot rate determined in accordance with the relevant provisions of the Trust Deed.

As a result, a holder of the Notes of a particular Series is subject to the risk of being outvoted and losing rights against the Issuer under the Notes of such Series against its will in the event that holders of the Notes of the same Series (or, in the circumstances described in the preceding paragraph, holders of the Notes of each affected Series) holding a sufficient aggregate principal amount of such Notes participate in the vote and agree to amend the Conditions.

Upon the occurrence of certain Events of Default, Notes will become due and payable if the Trustee, at its discretion or as directed either by holders of the Notes holding at least 25% in aggregate principal amount of the Notes of the relevant Series then outstanding or by an Extraordinary Resolution of the holders of the Notes of the relevant Series, delivers a notice declaring such Notes due and payable.

The Conditions provide that, upon the occurrence of certain Events of Default (as defined in the Conditions), Notes will become due and payable if the Trustee, at its discretion or as directed either by holders of the Notes holding at least 25% in aggregate principal amount of the Notes of the relevant Series then outstanding or by an Extraordinary Resolution of the holders of the Notes of the relevant Series, delivers a notice declaring such Notes due and payable. Upon the occurrence of certain other Events of Default, the Notes will be immediately due and repayable without any declaration, notice or other act on the part of the Trustee or the holders of the Notes all without diligence, presentment, demand of payment, protest or notice of any kind, which are expressly waived by the Issuer. See Condition 10 (*Events of Default and Enforcement*).

Holders of the Notes of a particular Series should be aware that, as a result, they may not be able to accelerate the Notes of such Series upon the occurrence of certain Events of Default, unless the required quorum of holders of the Notes of such Series directs the Trustee to do so.

USE OF PROCEEDS

The net proceeds from each issue of Notes under the Programme will be applied by the Issuer for its general corporate purposes. If in respect of any particular Series or Tranche of Notes there is a particular identified use of proceeds, this will be set out in the relevant Final Terms.

CAPITALISATION

The following table sets forth the cash and cash equivalents and capitalisation of VEON as at 30 June 2021.

Please see the footnotes to the following table for information on any differences between the consolidated capitalisation of VEON and the Issuer Group. The amounts below may not reflect the nominal amounts of indebtedness outstanding as of the date of this Offering Memorandum.

The following table should be read in conjunction with "*Presentation of Financial Information—Differences between the Financial Statements of the Issuer and VEON Ltd.*" and the Unaudited Q2 Interim Condensed Consolidated Financial Statements and the Audited Consolidated Financial Statements incorporated by reference herein.

	As at 30 June 2021
	Actual
	(Unaudited) *(US$ in millions)*
Cash and cash equivalents[1][2]	1,192
Indebtedness[3][4][5]	7,658
Total Shareholders' Equity	1,226
Capitalisation[6]	8,884

(1) Comprising cash on hand and at banks (available on demand) of US$694 million and short-term deposits classified as cash and cash equivalents of US$498 million. For further information on the differences between the cash and cash equivalents of VEON Ltd. and the Issuer, please see "*Presentation of Financial Information—Differences between the Financial Statements of the Issuer and VEON Ltd—Cash and Cash Equivalents*."

(2) This table does not reflect any changes in VEON's cash and cash equivalents and deposits since 30 June 2021.

(3) All amounts reflect aggregate principal amounts, excluding accrued interest and unamortized fees.

(4) Indebtedness owed by entities in the Issuer Group to entities in the VEON Group that are not part of the Issuer Group are not reflected as indebtedness on VEON Ltd.'s consolidated balance sheet. In addition, indebtedness of VEON Amsterdam is reflected as indebtedness of VEON Ltd. but would not be reflected as indebtedness on the Issuer Group's balance sheet. For a description of the material differences between the consolidated indebtedness of VEON and the Issuer Group, please see "*Presentation of Financial Information—Differences between the Financial Statements of the Issuer and VEON Ltd—Indebtedness*."

(5) This table does not reflect any changes in VEON's indebtedness since 30 June 2021.

(6) Capitalisation is calculated as the sum of total indebtedness and total shareholders' equity.

MANAGEMENT

VEON Ltd.

The VEON Board consists of eleven members: Gennady Gazin, Hans Holger Albrecht, Leonid Boguslavsky, Mikhail Fridman, Yaroslav Glazunov, Andrei Gusev, Sergi Herrero, Gunnar Holt, Robert Jan van de Kraats, Irene Shvakman and Vasily Sidorov. In July 2021, VEON announced that Stephen Pusey decided to step down from its Board of Directors, effective July 15, 2021.

Vasily Sidorov is an experienced professional who has served for over 25 years both in top management and non-executive directorship capacities in telecoms, digital and other industries. His executive roles included being the President and CEO of MTS from 2003-2006; First VP for Finance & Investments at Sistema-Telecom (Russia) in 2000-2003; and CFO of Svyazinvest (Russia) in 1997-2000. He was also a key investor and founder of a number of telecoms-related businesses and non-executive director at a number of tech ventures. He has also served on boards of large public and non-public corporations, such as Russian Railways, Aeroflot and Russian Post. Throughout his career he has built multi-functional expertise at both executive and non-executive levels of corporate governance. He is currently a principal venture capital, private equity and special situations investor in Russia, Continental Europe, the US, as well as several frontier markets.

Irene Shvakman is co-founder and Chairman of Revo Technologies and brings more than 25 years of experience in fintech, financial services and technology development. For the past four years, Ms. Shvakman has served on the Board of Directors of MTS Bank PJSC. Also, Ms. Shvakman was a Senior Partner at McKinsey & Company, where she advised top executives at leading banks, insurers, and regulators across emerging markets on strategy, organization, and performance transformation. She holds an MBA degree from Harvard Business School and a Bachelor of Science Degree in Biochemistry from Brown University in the United States.

Sergi Herrero served as co-Chief Executive Officer of VEON from 1 March 2020 until 30 June 2021. Mr. Herrero previously served as Global Director of Payments and Commerce Partnerships at Facebook, where he helped to build and expand Facebook's successful payments and commerce business. Previous to that, Mr. Herrero held senior executive positions at the financial services company Square and the French bank BNP-Paribas. Mr. Herrero currently serves as mentor at Endeavor, the world's leading community of high-impact entrepreneurs. He also serves as venture advisor at THCAP, an early stage venture capital fund, and as Senior Advisor at Ripplewood, an American private equity firm. Mr. Herrero holds a Bachelor of Science in Electrical Engineering and a Master of Science in Telecommunication Management both from Ramon Llull University in Barcelona. He also completed a program in Angel Investing and Venture Capital at Stanford University.

Alex Bolis joined VEON as Group Head of Corporate Strategy, Communications and Investor Relations, and appointed as a member of the Group Executive Committee in April 2021. Prior to this he had a long career at Telecom Italia S.p.A. where he held the roles of Group Treasurer, Head of Investor Relations and Strategic Advisor to the CEO. Alex also spent more than 10 years in investment banking.

Dmitry Shvets joined VEON as Group Head of Portfolio Management and was appointed as a member of the Group Executive Committee in April 2021. Dmitry's role includes oversight of VEON's Performance Management and M&A teams. Dmitry has a private equity background, most recently as Head of Russia and CIS for TPG Capital, where he focused on the operational performance of TPG's portfolio companies and investing activities. He also has management consulting experience from McKinsey and held a senior management role leading a large operational transformation program in metals and mining. He also has prior experience in channel management, pricing and distribution in the FMCG industry.

Michael Schulz joined VEON as Group Chief People Officer and was appointed as a member of the Group Executive Committee in July 2021. Michael joins VEON from Puma Energy, where he led the company's People and Culture function and was a member of its group executive committee. Michael previously held senior human resources roles at Petrofac and LafargeHolcim.

For more information on our currently serving directors, as well as on our group executive committee, see "*Item 6.A—Directors, Senior Management and Employees—Directors and Senior Management*" of our Annual Report on Form 20-F incorporated by reference herein.

The Issuer

The Issuer's registered office is located at Claude Debussylaan 88, 1082 MD, Amsterdam, the Netherlands. For additional information, please see "*Listing and General Information.*"

Board of Directors

The Board of Directors of the Issuer manages the business activities of the Issuer. The current members of the Board of Directors of the Issuer are Kaan Terzioğlu, Murat Kirkgöz and Jochem Postma. Kaan Terzioğlu has been a director of the Issuer since 7 January 2020. Murat Kirkgöz has been a director of the Issuer since 16 August 2019. Jochem Postma has been a director of the Issuer since 30 June 2021. For more information, see "*Item 6.A.—Directors, Senior Management and Employees—Directors and Senior Management*" of our Annual Report on Form 20-F incorporated by reference herein.

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions of the Notes which will be incorporated by reference into each Global Note and each Definitive Registered Note, in the latter case only if permitted by the relevant Stock Exchange or other relevant authority (if any) and agreed by the Issuer and the Relevant Dealer(s) or Lead Manager(s) on behalf of the Relevant Dealer(s), as the case may be, at the time of issue but, if not so permitted and agreed, such Definitive Registered Note will have endorsed thereon or attached thereto such Terms and Conditions. The relevant Final Terms (or the relevant provisions thereof) or the relevant provisions of the Drawdown Prospectus will be endorsed upon, or attached to, each Global Note and Definitive Registered Note. Reference should be made to "Form of the Final Terms" for a description of the content of the Final Terms.

This Note is one of a Series of Notes issued by VEON Holdings B.V. (the "**Issuer**") constituted by an amended and restated trust deed (as modified and/or supplemented and/or restated from time to time, the "**Trust Deed**") originally dated 7 September 2021 made between the Issuer and Citibank, N.A., London Branch (the "**Trustee**", which expression shall include any successor trustee) as trustee for the Noteholders (as defined below).

References herein to the "**Notes**" shall be references to the Notes of this Series and shall mean:

(i) in relation to any Notes represented by a global Note (a "**Global Note**"), units of the lowest Specified Denomination in the Specified Currency;

(ii) any Global Note; and

(iii) any definitive Notes in registered form ("**Definitive Registered Notes**") (whether or not issued in exchange for a Global Note).

The Notes have the benefit of an amended and restated agency agreement (as amended and/or supplemented and/or restated from time to time, the "**Agency Agreement**") originally dated 7 September 2021 and made between the Issuer, the Trustee, Citibank, N.A., London Branch as principal paying agent (the "**Principal Paying Agent**", which expression shall include any successor principal paying agent), the other paying agents named therein (together with the Principal Paying Agent, the "**Paying Agents**", which expression shall include any additional or successor paying agents), Citibank, N.A., London Branch as registrar (the "**Registrar**" and which expression shall include any successor registrar), Citibank, N.A., London Branch as authentication agent (the "**Authentication Agent**" and which expression shall include any successor authentication agent), Citibank, N.A., London Branch as transfer agent (together with the other transfer agents named therein and together with the Registrar and the Authentication Agent, the "**Transfer Agents**", which expression shall include any additional or successor transfer agents). The Principal Paying Agent, the Registrar, the other Paying Agents, the Authentication Agent, the Calculation Agent (as defined in the Agency Agreement) and the Transfer Agents are collectively referred to herein as the "**Agents**".

Each Tranche of Notes is the subject either of a final terms (the "**Final Terms**") which complete these Terms and Conditions (the "**Conditions**") or a drawdown prospectus (the "**Drawdown Prospectus**") which supplements, amends and/or replaces these Conditions for the purpose of that Tranche of Notes only. References to: (i) the "**relevant Final Terms**" are to the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Note; and (ii) the "**relevant Drawdown Prospectus**" are to the Drawdown Prospectus (or the relevant provisions thereof) attached or endorsed on this Note.

The Trustee acts for the benefit of the "**Noteholders**" (which expression shall mean the several persons whose names are entered in the register of holders of the Notes as the holders thereof and shall, in relation to any Notes represented by a Global Note, be construed as provided in Condition 1 (*Form, Denomination and Title*)) in accordance with the provisions of the Trust Deed.

As used herein, "**Tranche**" means Notes which are identical in all respects (including as to listing and admission to trading) and "**Series**" means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (a) expressed to be consolidated and form a single series and (b) identical in all respects (including as to listing

and admission to trading) except for their respective Issue Dates, Interest Commencement Dates (unless this is a Zero Coupon Note) and/or Issue Prices.

Certain provisions of these Conditions are summaries of the Trust Deed and the Agency Agreement and are subject to their detailed provisions. The Noteholders are bound by, and are deemed to have notice of, all the provisions of the Trust Deed, the Agency Agreement and the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be) which are applicable to them. Copies of the Trust Deed, the Agency Agreement, the Base Offering Memorandum and the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be) are available for inspection during normal business hours at the registered office for the time being of the Issuer, being at the date hereof Claude Debussylaan 88, 1082 MD Amsterdam, the Netherlands, the registered office for the time being of the Trustee, being at the date hereof Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom and at the Specified Offices (as defined in the Agency Agreement) of the Agents. The initial Specified Offices of the initial Agents are set out below.

Words and expressions defined in the Trust Deed, the Agency Agreement or used in the Base Offering Memorandum or the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be) shall have the same meanings where used in the Conditions unless the context otherwise requires or unless otherwise stated and ***provided that***, in the event of inconsistency between the Trust Deed and the Agency Agreement, the Trust Deed will prevail and, in the event of inconsistency between the Trust Deed or the Agency Agreement and the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be), the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be) will prevail.

1. Form, Denomination and Title

The Notes are in registered form without coupons attached and, in the case of Definitive Registered Note, serially numbered, in the Specified Currency and the Specified Denomination(s); ***provided that*** Notes resold pursuant to Rule 144A shall be held in amounts of not less than U.S.$200,000 (or its equivalent in any other currency as at the date of issue of those Notes) and ***provided further that*** all Notes will have a minimum Specified Denomination of €100,000 (or its equivalent in any other currency as at the date of issue of those Notes). Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination.

This Note may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note or a combination of any of the foregoing, depending upon the Interest Basis shown in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be).

Subject as set out below, title to the Notes will pass upon registration of transfers in accordance with the provisions of the Agency Agreement. The Issuer, the Trustee and any Agent will (except as otherwise required by law and the Trust Deed) deem and treat the registered holder of any Note as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Note, without prejudice to the provisions set out in the immediately succeeding paragraph.

For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking, S.A. ("**Clearstream**"), each person (other than Euroclear or Clearstream) who is for the time being shown in the records of Euroclear or of Clearstream as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Trustee and the Agents as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose the registered holder of the relevant Global Note shall be treated by the Issuer, the Trustee and any Agent as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions "**Noteholder**" and "**holder of Notes**" and related expressions shall be construed accordingly.

For so long as the Depository Trust Company ("**DTC**") or its nominee is the registered owner or holder of a Global Note, DTC or such nominee, as the case may be, will be considered the sole owner or holder of the Notes represented by such Global Note for all purposes under the Trust Deed and the Agency Agreement and the Notes except to the extent that in accordance with DTC's published rules and procedures any ownership rights may be exercised by its participants or beneficial owners through participants.

In determining whether a particular person is entitled to a particular nominal amount of Notes as aforesaid, the Trustee may rely on such evidence and/or information and/or certification as it shall, in its absolute discretion, think fit and, if it does so rely, such evidence and/or information and/or certification shall, in the absence of manifest error, be conclusive and binding on all concerned.

Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of DTC, Euroclear and Clearstream, as the case may be. References to DTC, Euroclear and/or Clearstream shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be) or as may otherwise be approved by the Issuer, the Principal Paying Agent and the Trustee.

2. Transfers of Notes

(a) Transfers of interests in Global Notes

Transfers of beneficial interests in Global Notes will be effected by DTC, Euroclear or Clearstream, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests. A beneficial interest in a Global Note will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for Definitive Registered Notes or for a beneficial interest in another Global Note only in the authorised denominations set out in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be) and only in accordance with the rules and operating procedures for the time being of DTC, Euroclear or Clearstream, as the case may be, and in accordance with the terms and conditions specified in the Trust Deed and the Agency Agreement. Transfers of a Global Note registered in the name of a nominee for DTC shall be limited to transfers of such Global Note, in whole but not in part, to another nominee of DTC or to a successor of DTC or such successor's nominee.

(b) Transfers of Definitive Registered Notes

Subject as provided in subparagraphs (e), (f) and (g) below, upon the terms and subject to the conditions set forth in the Trust Deed and the Agency Agreement, a Definitive Registered Note may be transferred in whole or in part (in the authorised denominations set out in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be)). In order to effect any such transfer (i) the holder or holders must (A) surrender the Definitive Registered Note for registration of the transfer of the Definitive Registered Note (or the relevant part of the Definitive Registered Note) at the Specified Office of any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or its or their attorney or attorneys duly authorised in writing and (B) complete and deposit such other certifications as may be required by the relevant Transfer Agent and (ii) the relevant Transfer Agent must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such reasonable regulations as the Issuer, the Trustee and the Registrar may from time to time prescribe (the initial such regulations being set out in Schedule 3 to the Agency Agreement). Subject as provided above, the relevant Transfer Agent will, within three business days (being for this purpose a day on which banks are open for business in the city where the Specified Office of the relevant Transfer Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or

other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its Specified Office to the transferee or (at the risk of the transferee) send by uninsured mail, to such address as the transferee may request, a new Definitive Registered Note of a like aggregate nominal amount to the Definitive Registered Note (or the relevant part of the Definitive Registered Note) transferred. In the case of the transfer of part only of a Definitive Registered Note, a new Definitive Registered Note in respect of the balance of the Definitive Registered Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor. The transfer of part of a Definitive Registered Note is not permitted if the principal amount of the balance of the Definitive Registered Note is not a Specified Denomination. No holder may require a transfer of a Definitive Registered Note to be registered during the period of 15 calendar days ending on the due date for any payment of principal or interest in respect of such Note.

(c) Registration of transfer upon partial redemption

In the event of a partial redemption of Notes under Condition 7 (*Redemption and Purchase*), the Issuer shall not be required to register the transfer of any Note, or part of a Note, called for partial redemption.

(d) Costs of registration

Noteholders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by regular uninsured mail and except that the Issuer may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration.

(e) Transfers of interests in Regulation S Global Notes

Prior to expiry of the applicable Distribution Compliance Period, transfers by the holder of, or of a beneficial interest in, a Regulation S Global Note to a transferee in the United States or who is a U.S. person will only be made:

(i) upon receipt by the Registrar of a transfer certificate substantially in the form set out in Schedule 2 to the Agency Agreement, amended as appropriate (a "**Transfer Certificate**"), copies of which are available from the Specified Office of any Transfer Agent, from the transferor of the Note or beneficial interest therein to the effect that such transfer is being made to a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A; or

(ii) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities laws of any State of the United States,

and, in each case, in accordance with any applicable securities laws of any State of the United States or any other jurisdiction.

In the case of (i) above, such transferee may take delivery through a Legended Note in global or definitive form. After expiry of the applicable Distribution Compliance Period such certification requirements will no longer apply to such transfers. The policies and practices of DTC may prohibit transfers of beneficial interests in the Regulation S Global Notes prior to the expiration of the Distribution Compliance Period.

(f) Transfers of interests in Legended Notes

Transfers of Legended Notes or beneficial interests therein may be made:

(i) to a transferee who takes delivery of such interest through a Regulation S Global Note, upon receipt by the Registrar of a duly completed Transfer Certificate from the transferor to the effect that such transfer is being made in accordance with Regulation S; or

(ii) to a transferee who takes delivery of such interest through a Legended Note where the transferee is a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A, without certification; or

(iii) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities laws of any State of the United States,

and, in each case, in accordance with any applicable securities laws of any State of the United States or any other jurisdiction.

Upon the transfer, exchange or replacement of Legended Notes, or upon specific request for removal of the legend, the Registrar shall deliver only Legended Notes or refuse to remove the legend, as the case may be, unless there is delivered to the Issuer such satisfactory evidence as may reasonably be required by the Issuer, which may include an opinion of U.S. counsel, that neither the legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act.

(g) Exchanges and transfers of Notes generally

Holders of Definitive Registered Notes may exchange such Notes for interests in a Global Note of the same type at any time.

(h) Definitions

In this Condition 2 (*Transfers of Notes*), the following expressions shall have the following meanings:

"**Distribution Compliance Period**" has the meaning given to that term in Regulation S under the Securities Act;

"**Legended Note**" means Notes (whether in definitive form or represented by a Global Note) sold in private transactions to QIBs in accordance with the requirements of Rule 144A that include a legend restricting sales within the United States to QIBs in accordance with the requirements of Rule 144A;

"**QIB**" means a qualified institutional buyer within the meaning of Rule 144A;

"**Regulation S**" means Regulation S under the Securities Act;

"**Regulation S Global Note**" means a Global Note representing Notes sold outside the United States in reliance on Regulation S;

"**Rule 144A**" means Rule 144A under the Securities Act;

"**Rule 144A Global Note**" means a Global Note representing Notes sold in the United States or to QIBs; and

"**Securities Act**" means the U.S. Securities Act of 1933, as amended.

3. Status of the Notes

The Notes constitute unsubordinated senior obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. Subject to these Conditions, the Issuer shall ensure that at all times the claims of the Noteholders against it under the Notes rank in right of payment at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors save those whose claims are preferred by any mandatory operation of law.

4. Covenants

For so long as any of the Notes remains outstanding (as defined in the Trust Deed), the Issuer undertakes to comply with each of the following covenants.

(a) Maintenance of listing

If, in relation to any issue of Notes, it is agreed between the Issuer and the Relevant Dealer(s) or the Lead Manager(s) on behalf of the Relevant Dealer(s), as the case may be, to list the Notes on a Stock Exchange, the Issuer will use its commercially reasonable efforts to have the Notes listed on the relevant Stock Exchange and to maintain such listing for so long as the Notes are outstanding; ***provided that*** if at any time the Issuer determines that it will not maintain such listing, it will obtain prior to the delisting of the Notes from the relevant Stock Exchange, and thereafter use its best efforts to maintain, a listing of such Notes on another "recognised stock exchange" as defined in Section 1005 of the Income Tax Act 2007 of the United Kingdom.

For purposes of these Conditions, "**Stock Exchange**" means the Euro MTF market of the Luxembourg Stock Exchange or any other stock exchange on which any Notes may from time to time be listed, and references in these Conditions to the "**relevant Stock Exchange**" shall, in relation to any Notes, be references to the stock exchange or stock exchanges on which the Notes are from time to time listed.

(b) Reporting

The following documents shall be furnished to the Trustee for the benefit of the Noteholders:

(i) as soon as the same become available, but in any event within 180 days after the end of each of its financial years, the audited consolidated financial statements for that financial year of the Issuer; and

(ii) as soon as the same become available, but in any event within 90 days after the end of each of its first three financial quarters of each year, the unaudited consolidated financial statements for that financial quarter of the Issuer.

5. Interest

(a) Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

If the Notes are in definitive form, except as provided in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be), the amount of interest payable on each Interest Payment Date in respect of the Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be), amount to the Broken Amount so specified. In these conditions, "**Interest Period**" means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

Except in the case of Notes in definitive form where a Fixed Coupon Amount or Broken Amount is specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be), interest shall be calculated in respect of any period by applying the Rate of Interest to:

(i) in the case of Fixed Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note; or

(ii) in the case of Fixed Rate Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub unit of the relevant Specified Currency, half of any such sub unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination without any further rounding.

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest, in accordance with this Condition 5(a) (*Interest—Interest on Fixed Rate Notes*):

(i) if "**Actual/Actual (ICMA)**" is specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be):

(A) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the "**Accrual Period**") is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be)) that would occur in one calendar year; or

(B) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:

(1) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(2) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(ii) if "**30/360**" is specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be), the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with twelve 30-day months) divided by 360.

As used in these Conditions:

"**Determination Date**" has the meaning given in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be);

"**Determination Period**" means each period from (and including) a Determination Date to but excluding the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date);

"**Interest Commencement Date**" means the Issue Date of the Note or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms or Drawdown Prospectus;

"**Rate of Interest**" means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Notes specified in the relevant Final Terms or Drawdown Prospectus or calculated or determined in accordance with the provisions of these Conditions and/or the relevant Final Terms or Drawdown Prospectus; and

"**sub unit**" means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, one cent.

(b) Interest on Floating Rate Notes

(i) Interest Payment Dates

Each Floating Rate Note bears interest from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

(A) the Specified Interest Payment Date(s) in each year specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be); or

(B) if no Specified Interest Payment Date(s) is/are specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be), each date (each such date, together with each Specified Interest Payment Date, an "**Interest Payment Date**") which falls within the number of months or other period specified as the Specified Period in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be) after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period.

If a "**Business Day Convention**" is specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be) and (x) if there is no numerically corresponding day on the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(A) in any case where Specified Periods are specified in accordance with Condition 5(b)(i)(B) (*Interest—Interest on Floating Rate Notes*) above, the "**Floating Rate Convention**", such Interest Payment Date (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) below shall apply *mutatis mutandis* or (ii) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (A) such Interest Payment Date shall be brought forward to the immediately preceding

Business Day and (B) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or

(B) the "**Following Business Day Convention**", such Interest Payment Date shall be postponed to the next day which is a Business Day; or

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

(D) the "**Preceding Business Day Convention**", such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In these Conditions (unless otherwise indicated), "**Business Day**" means:

(A) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London, New York, Amsterdam and each Additional Business Centre (other than TARGET2 System) specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be);

(B) if TARGET2 System is specified as an Additional Business Centre in the relevant Final Terms or Drawdown Prospectus (as the case may be), a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System (the "**TARGET2 System**") is open; and

(C) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than London and any Additional Business Centre) or (2) in relation to any sum payable in euro, a day on which the TARGET2 System is open.

(ii) Rate of Interest

The Rate of Interest payable from time to time in respect of Floating Rate Notes will be determined in the manner specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be).

(A) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be) as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus the Margin (if any) (as indicated in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be)). For the purposes of this subparagraph (A), "**ISDA Rate**" for an Interest Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as calculation agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives

Association, Inc. and as amended and updated as of the Issue Date of the first Tranche of the Notes (the "**ISDA Definitions**") and under which:

(1) the Floating Rate Option is as specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be);

(2) the Designated Maturity is a period specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be); and

(3) the relevant Reset Date is either (i) if the applicable Floating Rate Option is based on the London interbank offered rate ("**LIBOR**") or on the Euro zone interbank offered rate ("**EURIBOR**"), the first day of that Interest Period or (ii) in any other case, as specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be).

For the purposes of this subparagraph (A), "**Floating Rate**", "**Calculation Agent**", "**Floating Rate Option**", "**Designated Maturity**" and "**Reset Date**" have the meanings given to those terms in the ISDA Definitions.

Unless otherwise stated in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be) the Minimum Rate of Interest shall be deemed to be zero.

(B) Screen Rate Determination for Floating Rate Notes

Where Screen Rate Determination is specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be) as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

(1) the offered quotation; or

(2) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at the Specified Time on the Interest Determination Date in question plus or minus (as indicated in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be)) the Margin (if any), all as determined by the Calculation Agent. If five or more offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one highest quotation, one only of those quotations) and the lowest (or, if there is more than one lowest quotation, one only of those quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of the offered quotations.

If the Relevant Screen Page is not available or if, in the case of (1) above, no offered quotation appears or if, in the case of (2) above, fewer than three offered quotations appear, in each case as at the Specified Time, the Calculation Agent shall request each of the Reference Banks to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with offered quotations, the Rate of

Interest for the Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Calculation Agent.

If on any Interest Determination Date one only or none of the Reference Banks provides the Calculation Agent with an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered at approximately the Specified Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the London inter-bank market (if the Reference Rate is LIBOR), the Euro zone inter-bank market (if the Reference Rate is EURIBOR) or the Russian inter-bank market (if the Reference Rate is RUONIA) plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Calculation Agent with offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for the purpose) informs the Calculation Agent it is quoting to leading banks in the London inter-bank market (if the Reference Rate is LIBOR), the Euro zone inter-bank market (if the Reference Rate is EURIBOR) or the Russian inter-bank market (if the Reference Rate is RUONIA) plus or minus (as appropriate) the Margin (if any), ***provided that***, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 5(b)(ii)(B) (*Interest—Interest on Floating Rate Notes*), the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be) as being other than LIBOR, EURIBOR or RUONIA the Rate of Interest in respect of the Notes will be determined as provided in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be).

If the Floating Rate Notes of any Series become immediately due and repayable under Condition 10 (*Events of Default and Enforcement*), the rate and/or amount of interest payable in respect of them will be calculated by the Calculation Agent at the same intervals as if such Notes had not become due and repayable, the first of which will commence on the expiry of the Interest Period during which the Notes of the relevant Series become so due and repayable *mutatis mutandis* in accordance with the provisions of this Condition 5 (*Interest*) except that the rates of interest need not be published.

"**Reference Banks**" means the institutions specified as such in the relevant Final Terms or, if none, four major banks selected by the Issuer in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that are most closely connected with the Reference Rate (which, if EURIBOR is the relevant Reference Rate, shall be Europe, if LIBOR is the relevant Reference Rate, shall be London and if RUONIA is the relevant Reference Rate, shall be the Russian Federation).

(iii) Minimum Rate of Interest and/or Maximum Rate of Interest

If the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be) specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of subparagraph (ii) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be) specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of subparagraph (ii) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(iv) Determination of Rate of Interest and calculation of Interest Amounts

The Calculation Agent, in the case of Floating Rate Notes, will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Calculation Agent will calculate the Interest Amount payable on the Floating Rate Notes for the relevant Interest Period by applying the Rate of Interest to:

(A) in the case of Floating Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note; or

(B) in the case of Floating Rate Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub unit of the relevant Specified Currency, half of any such sub unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination without any further rounding.

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest in accordance with this Condition 5(b) (*Interest—Interest on Floating Rate Notes*):

(A) if "**Actual/Actual (ISDA)**" or "**Actual/Actual**" is specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be), the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);

(B) if "**Actual/365 (Fixed)**" is specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be), the actual number of days in the Interest Period divided by 365;

(C) if "**Actual/360**" is specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be), the actual number of days in the Interest Period divided by 360;

(D) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be), the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

Day Count Fraction

$$= \frac{[360X(Y_2 - Y_1)] + [30X(M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

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

"Y2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D1" is the first calendar day, expressed as a number, of the Interest 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 Interest Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

(E) if "**30E/360**" or "**Eurobond Basis**" is specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be), the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

Day Count Fraction

$$= \frac{[360X(Y_2 - Y_1)] + [30X(M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

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

"Y2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D1" is the first calendar day, expressed as a number, of the Interest 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 Interest Period, unless such number would be 31, in which case D2 will be 30;

(F) if "**30E/360 (ISDA)**" is specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be), the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

Day Count Fraction

$$\frac{[360X(Y_2 - Y_1)] + [30X(M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

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

"Y2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D1" is the first calendar day, expressed as a number, of the Interest 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 Interest 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.

In this Condition 5(b) (*Interest—Interest on Floating Rate Notes*), "**Interest Amount**" means, in relation to a Note and an Interest Period, the amount of interest payable in respect of that Note for that Interest Period.

(v) Notification of Rate of Interest and Interest Amounts

The Calculation Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Trustee, each other Paying Agent and any relevant Stock Exchange on which the relevant Floating Rate Notes are for the time being listed and notice thereof to be published in accordance with Condition 13 (*Notices*) as soon as possible after their determination but in no event later than the third London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each relevant Stock Exchange on which the

relevant Floating Rate Notes are for the time being listed and to the Noteholders in accordance with Condition 13 (*Notices*). For the purposes of this subparagraph, the expression "**London Business Day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in London.

(vi) Certificates to be final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5(b) (*Interest—Interest on Floating Rate Notes*), whether by the Calculation Agent or the Trustee, shall (in the absence of wilful default, fraud, gross negligence and manifest error) be binding on the Issuer, the Calculation Agent, the other Agents and all Noteholders and (in the absence of wilful default, fraud or gross negligence) no liability to the Issuer or the Noteholders shall attach to the Calculation Agent or the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(c) Benchmark Event

Notwithstanding the provisions of Condition 5(b) (*Interest—Interest on Floating Rate Notes*) above, if a Benchmark Event occurs in relation to an Original Reference Rate, then the following provisions shall apply:

(i) the Issuer shall use reasonable endeavours to appoint an Independent Adviser as soon as reasonably practicable, to determine (without any requirement for the consent or approval of the Noteholders) a Successor Rate, failing which an Alternative Rate and, in either case, an Adjustment Spread (if any) and any Benchmark Amendments (each as defined and as further described below).

(ii) An Independent Adviser appointed pursuant to this Condition 5(c) (*Interest—Benchmark Event*) shall act in good faith and in a commercially reasonable manner as an expert and in consultation with the Issuer, and (in the absence of bad faith, fraud or negligence) shall have no liability whatsoever to the Paying Agents or the Noteholders for any determination made by it pursuant to this Condition 5(c) (*Interest—Benchmark Event*).

(iii) If the Independent Adviser determines that:

(A) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 5(c)(v) (*Interest—Benchmark Event*)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5(c) (*Interest—Benchmark Event*)); or

(B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 5(c)(v) (*Interest—Benchmark Event*)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5(c) (*Interest—Benchmark Event*)).

(iv) If (i) the Issuer is unable to appoint an Independent Adviser; or (ii) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 5(c) (*Interest—Benchmark Event*) prior to the relevant Interest Determination Date, the Rate of Interest applicable to the

next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period shall be substituted in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period. For the avoidance of doubt, this Condition 5(c) (*Interest—Benchmark Event*) shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 5(c) (*Interest—Benchmark Event*).

(v) *Adjustment Spread*: If the Independent Adviser determines (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) 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 the Alternative Rate (as the case may be). If the Independent Adviser is unable to determine the quantum of, or a formula or methodology for determining, such Adjustment Spread, then the Successor Rate or the Alternative Rate (as applicable) will apply without an Adjustment Spread.

(vi) *Benchmark Amendments*: If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 5(c) (*Interest—Benchmark Event*) and the Independent Adviser determines (i) that amendments to these Conditions are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 5(c)(vii) (*Interest—Benchmark Event*), without any requirement for the consent or approval of Noteholders, vary these Conditions to give effect to such Benchmark Amendments with effect from the date specified in such notice.

In connection with any such variation in accordance with this Condition 5(c)(vi) (*Interest—Benchmark Event*), the Issuer shall comply with the rules of any relevant Stock Exchange on which the Notes are for the time being listed or admitted to trading.

(vii) *Notice*: Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments determined under this Condition 5(c) (*Interest—Benchmark Event*) will be notified promptly by the Issuer to the Agents and, in accordance with Condition 13 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

(viii) *Survival of Original Reference Rate*: Without prejudice to the obligations of the Issuer under this Condition 5(c) (*Interest—Benchmark Event*), the Original Reference Rate and the fall-back provisions provided for in Condition 5(c) (*Interest—Benchmark Event*) will continue to apply unless and until a Benchmark Event has occurred.

(ix) *Definitions*: For the purposes of this Condition 5(c) (*Interest—Benchmark Event*), the following terms shall have the following meanings:

"**Adjustment Spread**" means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser determines is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) to reduce or eliminate, to the extent reasonably

practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

(A) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or

(B) (if no such recommendation has been made, or in the case of an Alternative Rate) the Independent Adviser determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); (or if the Issuer determines that no such industry standard is recognised or acknowledged); or

(C) the Independent Adviser determines (acting in good faith and in a commercially reasonable manner) to be appropriate.

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 5(c)(iii) (*Interest—Benchmark Event*) is customary in market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Notes, or, if the Independent Adviser determines there is no such rate, such other rate as the Independent Adviser acting in good faith and a commercially reasonable manner determines is most comparable to the Original Reference Rate.

"**Benchmark Amendments**" has the meaning given to it in Condition 5(c)(vi) (*Interest—Benchmark Event*).

"**Benchmark Event**" means:

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

(B) a public statement by the administrator of the Original Reference Rate that it will, by a specified date within the following six months, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(C) a public statement by the supervisor of the administrator of the Original Reference Rate, that the Original Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or

(D) a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally, or in respect of the Notes, in each case within the following six months;

(E) it has become unlawful for any Agent or the Issuer to calculate any payments due to be made to any Noteholder using the Original Reference Rate.

"**Independent Adviser**" means an independent financial institution of international repute or an independent financial adviser with appropriate expertise selected and appointed by the Issuer at its own expense under Condition 5(c)(i) (*Interest—Benchmark Event*).

"**Original Reference Rate**" means the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Notes.

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

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

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

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

(d) Accrual of interest

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

(i) the date on which all amounts due in respect of such Note have been paid by the Issuer; and

(ii) as provided in Clauses 2.2(b) and (c) of the Trust Deed.

6. Payments

(a) Method of payment

Subject as provided below, payments in a Specified Currency will be made by credit or transfer to an account in the relevant Specified Currency (or any account to which such Specified Currency may be credited or transferred) maintained by the payee with a bank in the principal financial centre of the country of such Specified Currency.

Payments in respect of principal and interest on the Notes will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 8 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue

Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 8 (*Taxation*)) any law implementing an intergovernmental approach thereto.

(b) Payments of principal and interest

Payments of principal in respect of each Note (whether or not in global form) will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Note at the Specified Office of the Registrar or any of the Paying Agents. Such payments will be made by transfer to the Designated Account of the holder (or the first named of joint holders) of the Note appearing in the register of holders of the Notes maintained by the Registrar (the "**Register**") (i) with respect to a Tranche of Notes in global form held by or on behalf of Euroclear and/or Clearstream that is not expressly subject to Condition 6(f) (*Payments—Currency Exchange Option*) as specified in the relevant Final Terms or Drawdown Prospectus (as the case may be), or a Tranche of Notes in global form denominated in U.S. dollars that is registered in the name of DTC or its nominee, at the close of business on the business day (being for this purpose a day on which each clearing system in which the relevant Global Notes are being held is open for business) before the relevant due date for payment, and (ii) with respect to all other Notes (including Notes in definitive form), at the close of business on the fifteenth day (whether or not such fifteenth day is a business day) before the relevant due date for payment (in each case of (i) and (ii), the "**Record Date**"). For these purposes, "**Designated Account**" means the account maintained by a holder with a Designated Bank and identified as such in the Register and "**Designated Bank**" means (in the case of payment in a Specified Currency other than euro) a bank in the principal financial centre of the country of such Specified Currency and (in the case of a payment in euro) any bank which processes payments in euro.

Payments of interest in respect of each Note (whether or not in global form) will be made by transfer on the due date to the Designated Account of the holder (or the first named of joint holders) of the Note appearing in the Register on the relevant Record Date. Payment of the interest due in respect of each Note on redemption will be made in the same manner as payment of the principal amount of such Note.

No commissions or expenses shall be charged to the Noteholders in respect of any payments of principal or interest in respect of the Notes.

All amounts payable to DTC or its nominee as registered holder of a Global Note in respect of Notes denominated in a Specified Currency other than U.S. dollars shall (unless a participant shown in any records of DTC as holder of the Notes has irrevocably elected to receive payments in such Specified Currency and has so notified DTC) be paid by transfer to an account in the relevant Specified Currency of the Principal Paying Agent for conversion into and payment in U.S. dollars in accordance with the provisions of the Agency Agreement.

None of the Issuer, the Trustee or the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

(c) General provisions applicable to payments

The registered holder of a Global Note shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Issuer will be discharged by payment to, or to the order of, the holder of such Global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear, Clearstream or DTC as the beneficial holder of a particular nominal amount of Notes represented by such Global Note must look solely to

Euroclear, Clearstream or DTC, as the case may be, for its share of each payment so made by the Issuer to, or to the order of, the holder of such Global Note.

(d) Payment Day

If the due date for payment of any amount in respect of any Note is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, "**Payment Day**" means any day which (subject to Condition 9 (*Prescription*)) is:

(i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:

(A) in the case of Notes in definitive form only, the relevant place of presentation; and

(B) each Additional Financial Centre (other than TARGET2 System) specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be);

(ii) if TARGET2 System is specified as an Additional Financial Centre in the relevant Final Terms or relevant Drawdown Prospectus (as the case may be), a day on which the TARGET2 System is open;

(iii) either (A) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant currency or (B) in relation to any sum payable in euro, a day on which the TARGET2 System is open; and

(iv) in the case of any payment in respect of a Global Note denominated in a Specified Currency other than U.S. dollars and registered in the name of DTC or its nominee and in respect of which an accountholder of DTC (with an interest in such Global Note) has not elected to receive any part of such payment in the relevant Specified Currency, a day on which commercial banks are not authorised or required by law or regulation to be closed in New York City.

(e) Interpretation of principal and interest

Any reference in the Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

(i) any additional amounts which may be payable with respect to principal under Condition 8 (*Taxation*) or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed;

(ii) the Final Redemption Amount of the Notes;

(iii) the Early Redemption Amount of the Notes;

(iv) in relation to Zero Coupon Notes, the Amortised Face Amount); and

(v) any premium (including Applicable Premium) and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in the Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under

Condition 8 (*Taxation*) or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed.

(f) Currency Exchange Option

(i) If Currency Exchange Option is specified in the Final Terms or Drawdown Prospectus (as the case may be) as being applicable in respect of Notes of which the Specified Currency is Roubles (such Notes being "**Rouble Notes**") then Noteholders may, in accordance with the timeframes and notification procedures set out in sub-clauses (ii), (iii) and (iv) below, give an irrevocable notice of election to receive such payment of interest or principal, as the case may be, in U.S. dollars. Upon any such election in accordance with the foregoing, such interest or principal will be converted into U.S. dollars by the Principal Paying Agent pursuant to this Condition 6(f) (*Payments—Currency Exchange Option*).

(ii) For so long as any Rouble Notes are represented by a Global Note held on behalf of Euroclear and/or Clearstream, payments of principal and interest in respect of such Rouble Notes will be made or procured to be made in accordance with Clause 8 of the Agency Agreement pursuant to which any accountholder of Euroclear and/or Clearstream may, through the notification procedures of Euroclear and/or Clearstream, on or before the tenth Business Day prior to an Interest Payment Date or any date for the repayment of principal on the relevant Notes (a "**Repayment Date**"), give an irrevocable election to the Principal Paying Agent to receive such payment of interest or principal, as the case may be, in U.S. dollars.

(iii) For so long as any Rouble Notes are represented by a Global Note registered in the name of DTC or its nominee, payments of principal and interest in respect of such Rouble Notes will be made or procured to be made in accordance with Clause 8 of the Agency Agreement pursuant to which any participant shown in any records of DTC (a "**DTC Participant**") as holder of the Notes will receive payments in respect of such Rouble Notes (i) in Roubles, in the case of a DTC Participant who has irrevocably elected to receive payments on the Rouble Notes in Roubles and has so notified DTC on or prior to the applicable cut-off time stipulated by DTC for payments on the Rouble Notes to be made in Roubles by transfer by the Principal Paying Agent of same day funds to the Rouble bank account designated by such DTC Participant, and (ii) in U.S. dollars, in the case of all other DTC Participants, by the Principal Paying Agent crediting the DTC Participant's U.S. dollar account at DTC with the DTC Participant's *pro rata* portion of the U.S. dollars purchased with the applicable Exchange Amount (as defined below) by the Principal Paying Agent pursuant to the Agency Agreement. To the extent the Principal Paying Agent receives notification from or on behalf of the DTC Participants of their election to receive Roubles in accordance with the Conditions and the relevant Global Note, the Principal Paying Agent shall arrange for payment in accordance with the wire instructions received from such DTC Participant.

(iv) For so long as any Rouble Notes are represented by Definitive Registered Notes, payments of principal and interest in respect of such Rouble Notes will be made or procured to be made in accordance with Clause 8 of the Agency Agreement pursuant to which any holder of such Definitive Registered Note may, on or before the tenth Business Day prior to an Interest Payment Date or Repayment Date, as the case may be, give an irrevocable election to the Principal Paying Agent to receive such payment of interest or principal, as the case may be, in U.S. dollars.

(v) Following receipt of the Exchange Amount, the Principal Paying Agent shall, on or prior to the Business Day prior to each Interest Payment Date or any Repayment Date, as the case may be (the "**Exchange Date**"), purchase U.S. dollars (the "**U.S. Dollar**

Amount") with the Exchange Amount at a purchase price calculated on the basis of the Applicable Exchange Rate, for settlement on the relevant Interest Payment Date or any Repayment Date, as the case may be, less any fees, including any spread on foreign exchange transactions, customarily charged by the Principal Paying Agent in connection with such conversion of the Exchange Amount.

(vi) Notwithstanding any other provision of this Condition 6(f) (*Payments—Currency Exchange Option*), if for any reason on the Exchange Date it is not possible for the Principal Paying Agent to purchase the U.S. Dollar Amount with the Exchange Amount at the Applicable Exchange Rate,

(A) if the Rouble Notes are represented by Definitive Registered Notes, the Principal Paying Agent shall notify the relevant Noteholders in accordance with Condition 13 (*Notices*) and the relevant Paying Agents shall make payments on the Rouble Notes in Roubles into a Rouble account maintained by the payee;

(B) if the Rouble Notes are represented by a Global Note held on behalf of Euroclear and/or Clearstream, the Principal Paying Agent shall make payments on the Rouble Notes in Roubles to all Noteholders through the facilities of Euroclear and/or Clearstream; and

(C) if the Rouble Notes are represented by a Global Note registered in the name of DTC or its nominee, the Principal Paying Agent will hold the Exchange Amount until the relevant DTC Participants make alternative arrangements for receipt of payment in Roubles (subject, for the avoidance of doubt, to Condition 9 (*Prescription*)).

(vii) In respect of any Currency Exchange Option, on each Interest Payment Date or the Repayment Date, as the case may be, the Principal Paying Agent shall upon request give due notice to the Noteholders in accordance with Condition 13 (*Notices*) of (A) the Exchange Amount and the U.S. Dollar Amount applicable to such Interest Payment Date or the Repayment Date, as the case may be, (B) the Applicable Exchange Rate at which such U.S. Dollar Amount was purchased by the Principal Paying Agent and (C) if applicable, whether such U.S. dollars were purchased from the Principal Paying Agent, an affiliate of the Principal Paying Agent or from another leading foreign exchange bank in London or New York City.

(viii) For the purposes of this Condition 6(f) (*Payments—Currency Exchange Option*), neither the Principal Paying Agent nor the Issuer shall be liable to any Noteholder or any other party for any losses whatsoever resulting from the application by the Principal Paying Agent of the Applicable Exchange Rate.

(ix) The Principal Paying Agent may rely conclusively on the basis on which a foreign exchange conversion rate (including, for the avoidance of doubt, any third party indices forming the basis for such conversation rates) for settlement has been determined and shall not be liable for losses associated with the basis for determination of such rate. The Principal Paying Agent may retain for its own account any fees, including any spread on foreign exchange transactions, customarily charged by it in connection with such conversion.

(x) The Principal Paying Agent shall be entitled to rely on without further investigation or enquiry any notification or irrevocable instructions received by it pursuant to this Condition 6(f) (*Payments—Currency Exchange Option*) and shall not be liable to any party for any losses whatsoever resulting from acting in accordance with such

notifications even though subsequent to its acting it may be found that there was some defect in the notification or the notification was not authentic.

(xi) Any foreign exchange transaction effected by the Principal Paying Agent will generally be a transaction to buy or sell currency between the Issuer and the Principal Paying Agent or an affiliate of the Principal Paying Agent. The Principal Paying Agent or such affiliate of the Principal Paying Agent will trade the foreign exchange transaction as a principal for its or their own account, and not as an agent, fiduciary, or broker on behalf of the Issuer. In certain circumstances, the foreign exchange transaction may be transmitted to a sub-custodian. In such cases, the Principal Paying Agent or the relevant affiliate of the Principal Paying Agent may not be the foreign exchange counterparty and the foreign exchange transaction may not be processed and priced as described herein. In forwarding certain foreign exchange transactions to the sub-custodian or affiliate for execution, neither the Principal Paying Agent nor the relevant affiliate of the Principal Paying Agent serves as agent, fiduciary, or broker on behalf of the Issuer.

(xii) As used in this Condition 6(f) (*Payments—Currency Exchange Option*):

"**Applicable Exchange Rate**" means the foreign exchange conversion rate for settlement offered to the Principal Paying Agent by one of its affiliates on or before the Exchange Date, which the Principal Paying Agent uses to convert Roubles into U.S. dollars in accordance with this Condition 6(f) (*Payments—Currency Exchange Option*); and

"**Exchange Amount**" means, in respect of each Interest Payment Date or the Repayment Date, as the case may be, the amount in Roubles in aggregate equivalent to the portion of such interest and/or principal in respect of the Rouble Notes due on the relevant Interest Payment Date or the Repayment Date, as the case may be, which is payable to the Noteholders (if any) which have given an irrevocable election pursuant to this Condition 6(f) (*Payments—Currency Exchange Option*) to receive payment of such interest and/or principal in U.S. dollars.

7. Redemption and Purchase

(a) Redemption at maturity

Unless previously redeemed or purchased and cancelled as specified below, each Note will be redeemed by the Issuer at its Final Redemption Amount specified in, or determined in the manner specified in, the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be) in the relevant Specified Currency on the Maturity Date.

(b) Redemption for tax reasons

The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 10 nor more than 60 days' notice (or such other period as may be specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be)) to the Noteholders and the Trustee in accordance with Condition 13 (*Notices*) at their Early Redemption Amount, together with interest accrued and unpaid to (but excluding) the date fixed for redemption if, immediately before giving such notice, the Issuer satisfies the Trustee that: (i) it has or will become obliged to pay additional amounts as provided or referred to in Condition 8 (*Taxation*) as a result of any change in, or amendment to, the laws, treaties, or regulations of the Netherlands or any political or governmental subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws, treaties or regulations, which change or amendment becomes effective on or after the Issue Date of the first Tranche of Notes in the relevant Series and (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it (it is acknowledged that

changing the resident jurisdiction of the Issuer shall not be considered a reasonable measure); ***provided that*** no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due and that unless at the time the notice is given the Issuer would otherwise be required to pay such additional amounts on the next scheduled payment date on the Notes.

The Issuer shall deliver to the Trustee an Officer's Certificate stating that the Issuer is entitled to effect such redemption in accordance with this Condition 7(b) (*Redemption and Purchase—Redemption for tax reasons*).

The Trustee shall be entitled to accept any notice or certificate delivered by the Issuer in accordance with this Condition 7(b) (*Redemption and Purchase—Redemption for tax reasons*) as sufficient evidence of the satisfaction of the applicable circumstances in which event they shall be conclusive and binding on the Noteholders.

Upon the expiry of any such notice given by the Issuer to the Noteholders and the Trustee as is referred to in this Condition 7(b) (*Redemption and Purchase—Redemption for tax reasons*), the Issuer shall be bound to redeem the Notes in accordance with this Condition 7 (*Redemption and Purchase*), subject as provided in Condition 6 (*Payments*).

As used in this Condition 7(b) (*Redemption and Purchase—Redemption for tax reasons*):

"**Officer**" means, with respect to a Person, the Chairman of the Board of Directors, the General Director, the Chief Executive Officer, the President, the Chief Financial Officer, the Controller, the Treasurer, a Director or the General Counsel of such Person;

"**Officer's Certificate**" means a certificate signed by an Officer of the Issuer.

(c) Redemption at the option of the Issuer

(i) Issuer Call

If Issuer Call is specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be), the Issuer may, upon not less than 10 nor more than 60 days' notice (or such other period as may be specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be)) to the Noteholders and the Trustee in accordance with Condition 13 (*Notices*), redeem all or a part of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) described below or as otherwise specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be), plus accrued and unpaid interest, if any, to (but not including) the date of redemption (subject to the rights of holders of Notes on the relevant Record Date to receive interest due on the relevant Interest Payment Date). Any such redemption must be of a nominal amount at least equal to the Minimum Redemption Amount and not greater than the Maximum Redemption Amount, in each case as may be specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be).

The Optional Redemption Amount will either be the amount specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be) or, if "As set out in Condition 7(c)(i)" is specified as being applicable in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be), an amount equal to 100 percent of the principal amount of such Notes plus the Applicable Premium.

For the purpose of this Condition 7(c)(i) (*Redemption and Purchase—Redemption at the option of the Issuer—Issuer Call*):

"**Applicable Premium**" means, with respect to any Note on any redemption date, the greater of:

(A) 1.0 per cent. of the principal amount of the Note; or

(B) the excess of:

(1) the present value at such redemption date of (i) the redemption price of the Note at the Maturity Par Call Date, plus (ii) all required interest payments due on the Note through (and including) the Maturity Par Call Date (excluding accrued but unpaid interest to such redemption date), computed using a discount rate equal to the Make-Whole Redemption Rate as of such redemption date plus the Make-Whole Redemption Margin; over

(2) the principal amount of the Note;

as calculated by the Issuer or any agent appointed on its behalf. For the avoidance of doubt, calculation of the Applicable Premium shall not be a duty or obligation of the Trustee or the Paying Agents.

"**Alternative Make-Whole Rate**" means a rate equal to the yield, as published by the Reference Security Publisher specified in the Final Terms or Drawdown Prospectus (as the case may be), on the actively traded Reference Security specified in the Final Terms or Drawdown Prospectus (as the case may be) with a maturity most nearly equal to the period from the redemption date to the Maturity Par Call Date. If there is no such publication of this yield during the week preceding the calculation date, the Alternative Make-Whole Rate will be calculated by reference to quotations from selected primary Reference Security dealers in the Business Centre specified in the Final Terms or Drawdown Prospectus (as the case may be). The Alternative Make-Whole Rate will be calculated on the third day (other than a Saturday or Sunday) on which banks and foreign exchange markets are open for business generally in such Business Centre preceding the Optional Redemption Date.

"**Bund Rate**" means, as of any redemption date, the yield to maturity as of such redemption date of direct obligations of the Federal Republic of Germany (Bunds or *Bundesanleihen*) with a constant maturity (as officially compiled and published in the most recent financial statistics that has become publicly available at least two Business Days (but not more than five Business Days) prior to the redemption date (or, if such financial statistics are not so published or available, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to the Maturity Par Call Date; provided, however, that if the period from such redemption date to the Maturity Par Call Date is less than one year, such obligations with such constant maturity most nearly equal to one year from such redemption date shall be used.

"**Make-Whole Redemption Margin**" means the margin specified as such in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be).

"**Make-Whole Redemption Rate**" means either the Treasury Rate, the Bund Rate or the Alternative Make-Whole Rate, as specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be).

"**Treasury Rate**" means, as of any redemption date, the yield to maturity as of such redemption date of U.S. Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has

become publicly available at least two Business Days (but not more than five Business Days) prior to the redemption date (or, if such statistical release is no longer published or available, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to the Maturity Par Call Date, provided, however, that if the period from the redemption date to the Maturity Par Call Date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

(ii) Issuer Maturity Par Call

If Issuer Maturity Par Call is specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be), the Issuer may on any one or more occasions, upon not less than 10 nor more than 60 days' notice (or such other period as may be specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be)) to the Noteholders and the Trustee in accordance with Condition 13 (*Notices*), redeem all or a part of the Notes then outstanding at any time during the period commencing on (and including) the day that is 90 days prior to the Maturity Date (such date, the "**Maturity Par Call Date**") to (but excluding) the Maturity Date, at the Final Redemption Amount specified in the relevant Final Terms or relevant Drawdown Prospectus (as the case may be), plus accrued and unpaid interest, if any, to (but not including) the date of redemption (subject to the rights of Noteholders on the relevant Record Date to receive interest due on the relevant Interest Payment Date).

(iii) Clean-up Call

If Clean-up Call is specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be), in the event that at least 80% of the initial aggregate principal amount of the same Series of Notes (which for the avoidance of doubt includes any additional Notes issued pursuant to Condition 16 (*Further Issues*)) have been redeemed or purchased (other than as a result of the Issuer having exercised a partial call of the Notes pursuant to Condition 7(c) (*Redemption and Purchase—Redemption at the option of the Issuer*) at a redemption price higher than as specified immediately below), the Issuer may, upon not less than 10 and not more than 60 days' notice (or such other period as may be specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be)) to the Noteholders (which notice shall be irrevocable), redeem all (but not less than all) of the Notes outstanding at a redemption price equal to 101% of the principal amount of such Notes outstanding together with any accrued and unpaid interest, if any, to (but not including) the date of such redemption (subject to the rights of Noteholders on the relevant Record Date to receive interest due on the relevant Interest Payment Date).

(iv) Partial redemption

In the case of a partial redemption of the Notes pursuant to this Condition 7(c) (*Redemption and Purchase—Redemption at the option of the Issuer*), the Notes to be redeemed shall be selected, in such place as the Trustee may approve and in such manner as the Trustee may deem appropriate and fair, not more than 10 days before the date fixed for redemption; ***provided that***, with respect to any Notes represented by a Global Note, the Notes to be redeemed shall be selected in accordance with the rules and operating procedures of the applicable clearing system(s). Notice of any such selection shall be given to the Noteholders and the Trustee in accordance with Condition 13 (*Notices*) not less than five days before the date fixed for redemption. Each such notice shall specify the date fixed for redemption and the aggregate principal amount of the Notes to be redeemed, the serial numbers of the Notes called for redemption and the aggregate principal amount of Notes which will be outstanding after the partial redemption.

(d) Early Redemption Amounts

For the purpose of Condition 7(b) (*Redemption and Purchase—Redemption for tax reasons*) and Condition 10 (*Events of Default and Enforcement*), each Note will be redeemed at an amount (its "**Early Redemption Amount**") calculated as follows:

(i) in the case of a Note with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof;

(ii) in the case of a Note (other than a Zero Coupon Note) with a Final Redemption Amount which is or may be less or greater than the Issue Price or which is payable in a Specified Currency other than that in which the Note is denominated, at the amount specified in, or determined in the manner specified in, the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be) or, if no such amount or manner is so specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be), at its nominal amount; or

(iii) in the case of a Zero Coupon Note, at an amount (the "**Amortised Face Amount**") calculated in accordance with the following formula:

Early Redemption Amount $= RP\ X(1 + AY)^{y}$

where:

RP means the Reference Price (as specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be));

AY means the Accrual Yield (as specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be)) expressed as a decimal; and

y is a Day Count Fraction.

"**Day Count Fraction**" means, for purposes of this Condition 7(d) (*Redemption and Purchase—Early Redemption Amounts*), a day count fraction the numerator of which is equal to the number of days (calculated on the basis of a 360 day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator of which is 360, or on such other calculation basis as may be specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be).

(e) Purchases

The Issuer or any of its Subsidiaries may at any time purchase Notes in the open market, via a tender offer or otherwise and at any price. Any Notes purchased in the open market or via a tender offer or otherwise than pursuant to Condition 7 (*Redemption and Purchase*) may be held, reissued, resold or, at the option of the Issuer, surrendered to any Paying Agent and/or the Registrar for cancellation in accordance with Condition 7(f) (*Redemption and Purchase—Cancellation*).

(f) Cancellation

All Notes redeemed by the Issuer pursuant to Conditions 7(a) (*Redemption and Purchase—Redemption at maturity*), 7(b) (*Redemption and Purchase—Redemption for tax reasons*) or 7(c) (*Redemption and Purchase—Redemption at the option of the Issuer*) shall be cancelled and all Notes purchased by the Issuer or any of the Issuer's Subsidiaries and surrendered to the Registrar for cancellation, together with an authorisation addressed to the Registrar by the Issuer or such Subsidiary, shall be cancelled. Upon any such cancellation by or on behalf of the Registrar, the

principal amount of such Notes surrendered for cancellation shall be extinguished as of the date of such cancellation, together with accrued interest (if any) thereon, and no further payment shall be made or required to be made by the Issuer in respect of such Notes. Any Notes so cancelled may not be reissued.

(g) Late payment on Zero Coupon Notes

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to subparagraph (a), (b), or (c) above or upon its becoming due and repayable as provided in Condition 10 (*Events of Default and Enforcement*) is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in subparagraph (d)(iii) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

(i) the date on which all amounts due in respect of such Zero Coupon Note have been paid by the Issuer; and

(ii) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Notes has been received by the Principal Paying Agent or the Registrar or the Trustee and notice to that effect has been given to the Noteholders in accordance with Condition 13 (*Notices*).

8. Taxation

(a) All payments of principal, premium, if any, and interest in respect of the Notes by or on behalf of the Issuer shall be made to, or for the account of, each Noteholder free and clear of, and without withholding or deduction for, any Taxes imposed or levied by the Netherlands or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall, subject as provided below, pay such additional amounts as will result in the receipt by the Noteholders of such amounts as would have been received by them if no such withholding or deduction had been made or required to be made. No such additional amounts shall be payable in respect of any Note:

(i) held by a Noteholder which is liable for such Taxes in respect of such Note by reason of its or the beneficial owner's having some connection with the Netherlands other than the mere holding of such Note (including being a citizen or resident or national of, or carrying on a business or maintaining a permanent establishment in, or being physically present in the Netherlands); or

(ii) for any Taxes, that are imposed or withheld by reason of the failure of the Noteholder or beneficial owner of the Note to comply with a request of, or on behalf of, the Issuer addressed to the Noteholder to provide information concerning the nationality, residence or identity of such Noteholder or to make any declaration or similar claim or satisfy any information or reporting requirement, which is required or imposed by a statute, treaty, regulation, protocol, or administrative practice of the Netherlands as a precondition to exemption from all or part of such Taxes; or

(iii) in respect of any Taxes imposed on or with respect to a payment to a Noteholder that is a fiduciary or partnership or any Person other than the sole beneficial owner of such payment or Note, to the extent that a beneficiary or settlor with respect to such fiduciary, a member of such partnership or the beneficial owner of such payment or Note would not have been entitled to the additional amounts had such beneficiary, settlor, member or beneficial owner been the actual Noteholder of such Note; or

(iv) in respect of any Taxes imposed pursuant to or in connection with Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended, the US Treasury Regulations thereunder or any similar law or regulations adopted pursuant to an intergovernmental agreement between a non-US jurisdiction and the United States with respect to the foregoing; or

(v) any combination of the above.

(b) Any reference in these Conditions to principal, premium, or interest shall be deemed to include any additional amounts in respect of principal, premium, or interest (as the case may be) which may be payable under this Condition 8 (*Taxation*) or any undertaking given in addition to or in substitution of this Condition 8 (*Taxation*) pursuant to the Trust Deed. Under no circumstances is the Trustee required to determine any amount due under this Condition 8 (*Taxation*).

(c) If the Issuer becomes a resident for tax purposes in any taxing jurisdiction other than (or in addition to) the Netherlands, references in these Conditions to the Netherlands shall be construed as including references to such other jurisdiction and references to Netherlands and the Issue Date in Condition 7(b) (*Redemption and Purchase—Redemption for tax reasons*) as applied to such other jurisdiction shall be construed as referring to such other jurisdiction and the date the Issuer became such a resident for tax purposes in such other taxing jurisdiction.

As used in this Condition 8 (*Taxation*):

"**Tax**" or "**Taxes**" means any present or future tax, duty, levy, impost, assessment, or other governmental charge (including penalties, interest and other liabilities related thereto).

9. Prescription

Claims for principal, premium, if any, and interest on redemption shall become void unless made within ten years, and claims for interest due other than on redemption shall become void unless made within five years, of the appropriate Relevant Date.

As used in this Condition 9 (*Prescription*):

"**Relevant Date**" means the later of (a) the date on which a payment under the Notes first becomes due and (b) if the full amount payable has not been received by the Paying Agent or the Trustee on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders by the Issuer.

10. Events of Default and Enforcement

(a) Events of Default

The Trustee may, at its discretion, and shall if so requested in writing by the holders of not less than one-quarter of the principal amount of the Notes of the relevant Series then outstanding or if so directed by an Extraordinary Resolution of Noteholders of the relevant Series (subject to its rights under the Trust Deed to be indemnified and/or pre-funded and/or provided with security to its satisfaction against all liabilities, proceedings, claims and demands to which it may thereby become liable and all costs, charges and expenses which may be incurred by it in connection therewith), give notice to the Issuer that the Notes are immediately due and repayable if any of the following events occurs (each an "**Event of Default**"):

(i) default in the payment of principal of the Notes or any of them, in the currency and in the manner provided herein, when the same becomes due and payable at maturity, upon acceleration, redemption or otherwise, and such default continues for a period of seven calendar days or more;

(ii) default in the payment of interest on the Notes or any of them, in the currency and in the manner provided herein, when the same becomes due and payable, and such default continues for a period of 15 calendar days or more;

(iii) default in the performance of, or breaches of, any covenant or agreement of the Issuer under these Conditions or the Trust Deed (other than a default referred to under Conditions 10(a)(i) (*Events of Default and Enforcement—Events of Default*) and 10(a)(ii) (*Events of Default and Enforcement—Events of Default*) above) and such default or breach continues for a period of 30 consecutive calendar days after written notice by the Trustee to the Issuer;

(iv) (A) default on any Indebtedness of the Issuer or any of the Significant Subsidiaries of the Issuer with an aggregate principal amount in excess of U.S.$75 million (or, to the extent non-U.S. dollar denominated, the U.S. dollar equivalent of such amount as of the date of such default) (I) resulting from the failure to pay principal or interest (in the case of interest default or a default in the payment of principal other than at its Stated Maturity, after the expiration of any applicable grace period) in an aggregate amount in excess of U.S.$5 million (or, to the extent non-U.S. dollar denominated, the U.S. dollar equivalent of such amount as of the date of such default) when due or (II) as a result of which the maturity of such Indebtedness has been accelerated prior to its Stated Maturity; (B) default is made by the Issuer or any of the Significant Subsidiaries of the Issuer in making any payment due under any guarantee and/or indemnity given by it in relation to any Indebtedness of any Person with an aggregate principal amount in excess of U.S.$75 million (or, to the extent non-U.S. dollar denominated, the U.S. dollar equivalent of such amount as of the date of such default); or (C) any security given by the Issuer or any of the Significant Subsidiaries of the Issuer for any Indebtedness of any Person with an aggregate principal amount in excess of U.S.$75 million (or, to the extent non-U.S. dollar denominated, the U.S. dollar equivalent of such amount) becomes enforceable;

(v) any final, non-appealable judgment, order or award of a court or arbitral tribunal of competent jurisdiction that is enforceable against the Issuer or any Significant Subsidiary of the Issuer (and not covered by insurance) for the payment of money in an amount in excess of U.S.$75 million (or, to the extent non-U.S. dollar denominated, the U.S. dollar equivalent of such amount) and the continuance of such judgment, order or award for any period of 60 consecutive calendar days following entry of the final judgment, order or award without a stay of execution or, if later, a period ending on the date specified or agreed for payment by (A) the judgment, order or award or (B) any settlement agreement or arrangement entered into by the parties to the claim subsequent to the judgment, order or award;

(vi) any regulation, decree, consent, approval, licence or other authority necessary to enable the Issuer to enter into or perform its obligations under these Conditions, the Notes or the Trust Deed or for the validity or enforceability thereof shall expire or be withheld, revoked or terminated or otherwise cease to remain in full force and effect or shall be modified in a manner which adversely affects any rights or claims of the Trustee or the Noteholders;

(vii) it is, or will become, unlawful for the Issuer to perform or comply with any of its obligations under or in respect of these Conditions, the Notes or the Trust Deed or any of such obligations shall become unenforceable or cease to be legal, valid and binding;

(viii) a decree, judgment, or order by any Agency or a court of competent jurisdiction shall have been entered adjudging the Issuer or any of the Significant Subsidiaries of the Issuer as bankrupt or insolvent, or approving as properly filed a petition seeking

reorganisation of the Issuer or any of the Significant Subsidiaries of the Issuer under any Bankruptcy Law, and such decree or order shall have continued undischarged and unstayed for a period of 60 days; or a decree or order of a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or insolvency of the Issuer or any of the Significant Subsidiaries of the Issuer, or any substantial part of the assets or property of any such Person, or for the winding up or liquidation of the affairs of any such Person, shall have been entered, and such decree, judgment or order shall have remained in force undischarged and unstayed for a period of 60 days; or

(ix) except with respect to solvent proceedings initiated by any of the Issuer's Significant Subsidiaries, the Issuer or any of its Significant Subsidiaries shall institute proceedings to be adjudicated a voluntary bankrupt, or shall consent to the filing of a bankruptcy proceeding against it, or shall file a petition or answer or consent seeking reorganisation under any Bankruptcy Law, or shall consent to the filing of any such petition, or shall consent to the appointment of a custodian, receiver, liquidator, trustee or assignee in bankruptcy or insolvency of it or any substantial part of its assets or property, or shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall, within the meaning of any Bankruptcy Law, become insolvent, fail generally to pay its debts as they become due, or takes any corporate action in furtherance of or to facilitate, conditionally or otherwise, any of the foregoing.

Subject to the paragraph below, upon such notice being given to the Issuer in relation to Conditions 10(a)(i) (*Events of Default and Enforcement—Events of Default*) to 10(a)(vii) (*Events of Default and Enforcement—Events of Default*), the Notes will immediately become due and repayable at their principal amount together with all accrued and unpaid interest.

If an Event of Default specified in Condition 10(a)(ix) (*Events of Default and Enforcement—Events of Default*) occurs, the Notes will be immediately due and repayable without any declaration, notice or other act on the part of the Trustee or the Noteholders all without diligence, presentment, demand of payment, protest or notice of any kind, which are expressly waived by the Issuer.

As used in this Condition 10(a) (*Events of Default and Enforcement—Events of Default*):

"**Agency**" means any agency, authority, central bank, department, committee, government, legislature, minister, ministry, official or public or statutory person (whether autonomous or not);

"**Bankruptcy Law**" means any applicable bankruptcy, reorganisation or insolvency law in the jurisdiction of incorporation of the relevant Person;

"**Board of Directors**" means, as to any Person, the board of directors of such Person or any duly authorised committee thereof duly authorised to act on behalf of such board;

"**Capital Stock**" means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated, whether voting or non-voting) of such Person's equity, including Preferred Stock of such Person, whether now outstanding or issued after the date hereof, including without limitation, all series and classes of such capital stock;

"**Capitalised Lease**" means, as applied to any Person, any lease of any property (whether real, personal or mixed) of which the discounted present value of the rental obligations of such Person as lessee, in conformity with GAAP or IFRS as in effect at the Issue Date, as applicable, is required to be capitalised on the balance sheet of such Person;

"**Capitalised Lease Obligations**" means the capitalised amount of a Capitalised Lease determined in accordance with GAAP or IFRS as in effect at the Issue Date, as applicable, and the amount of Indebtedness represented by such obligation will be the capitalised amount of such obligation at the time any determination thereof is to be made as determined in accordance with GAAP or IFRS as in effect at the Issue Date, as applicable, and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date such lease may be terminated without penalty;

"**Cash Equivalents**" means:

(i) securities with a maturity of less than 12 months from the date of acquisition issued or fully guaranteed or fully insured by the Government of the United States or the United Kingdom or any member state of the European Union which is rated at least AA by S&P or Aa2 by Moody's;

(ii) commercial paper or other debt securities issued by an issuer rated at least A-1 by S&P or P-1 by Moody's and with a maturity of less than 12 months; and

(iii) certificates of deposit or time deposits of any commercial bank (which has outstanding debt) and with a maturity of less than 12 months and any credit balance on any short or long term deposit and savings accounts,

in each case not subject to any security interest, denominated and payable in freely transferable and freely convertible currency and the proceeds of which are capable of being remitted to VEON Ltd. or the Issuer (or one of their respective Subsidiaries);

"**Currency Agreement**" means any foreign exchange contract, currency swap agreement or other similar agreement or arrangement;

"**GAAP**" means U.S. generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (the "**FASB**") or, if the FASB ceases to exist, any successor thereto;

"**guarantee**" means, for the purpose of the definitions of "incur", "Indebtedness", and "Trade Payables", any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise) or (ii) entered into for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); ***provided that*** the term "guarantee" shall not include endorsements for collection or deposit in the ordinary course of business. The term "guarantee" used as a verb has a corresponding meaning;

"**IFRS**" means the International Financial Reporting Standards issued by the International Accounting Standards Board (the "**IASB**") or, if the IASB ceases to exist, any successor thereto;

"**incur**" (or any derivative term thereof) means, with respect to any Indebtedness, to incur, create, issue, assume, guarantee or otherwise become liable for or with respect to, or become responsible for, the payment of, contingently or otherwise; ***provided that*** neither the accrual of interest nor the accretion of original issue discount shall be considered an incurrence of Indebtedness;

"**Indebtedness**" means, with respect to any Person at any date of determination (without duplication),

(i) all indebtedness of such Person for borrowed money;

(ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, excluding Trade Payables and accrued current liabilities arising in the ordinary course of business;

(iii) all obligations of such Person in respect of letters of credit or other similar instruments (including reimbursement obligations with respect thereto);

(iv) all obligations of such Person representing the deferred and unpaid purchase price of any property, assets or services where the deferred payment is arranged primarily as a means of raising finance, which purchase price is due more than one year after the later of the date of placing such property in service or taking delivery and title thereto or the completion of such services, excluding any obligations in respect of mobile telecommunications licences, Trade Payables or other accrued liabilities arising in the ordinary course of business which are not overdue or which are being contested in good faith;

(v) all Capitalised Lease Obligations of such Person;

(vi) to the extent not otherwise included in this definition, net obligations under Currency Agreements and Interest Rate Agreements; and

(vii) the maximum redemption amount of any Redeemable Stock or Preferred Stock or the maximum redemption amount or principal amount of any security which any Redeemable Stock is convertible or exchangeable into in accordance with sub-clause (iii) of the definition of Redeemable Stock.

The amount of Indebtedness of any Person at any date shall be the outstanding balance at such date of all unconditional obligations as described above and, with respect to contingent obligations as described above, the maximum liability upon the occurrence of the contingency giving rise to the obligation; provided:

(i) that the amount outstanding at any time of any Indebtedness issued with original issue discount is the face amount of such Indebtedness less the remaining unamortised portion of the original issue discount of such Indebtedness at such time as determined in conformity with GAAP or IFRS, as applicable;

(ii) that Indebtedness shall not include any liability for federal, state, local or other Taxes; and

(iii) that Indebtedness shall not include obligations of any Persons (x) arising from the honouring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn against insufficient funds in the ordinary course of business; ***provided that*** such obligations are extinguished within two Business Days of their incurrence unless covered by an overdraft line, (y) resulting from the endorsement of negotiable instruments for collection in the ordinary course of business and consistent with past business practices and (z) under stand-by letters of credit or guarantees to the extent collateralised by cash or Cash Equivalents;

"**Interest Rate Agreement**" means any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement, option or future contract or other similar agreement or arrangement;

"**Moody's**" means Moody's Investors Service, Inc.;

"**Person**" means any individual, corporation, partnership, joint venture, trust unincorporated organisation or government or any Agency or political subdivision thereof;

"**Preferred Stock**" means, with respect to any Person any and all shares, interests, participations or other equivalents (however designated, whether voting or non-voting) of such Person's preferred or preference equity, whether now outstanding or issued after the Issue Date, including, without limitation, all series and classes of such preferred stock or preference stock;

"**Redeemable Stock**" means any class or series of Capital Stock of any Person that by its terms or otherwise:

(i) is required to be redeemed prior to the Stated Maturity of the Notes; or

(ii) is redeemable at the option of the holder (other than in connection with a "Reorganisation" or a "Major Transaction" as such terms are defined in Article 15 and Article 78, respectively, of the Russian Federation Federal Law No. 208-FZ "On Joint Stock Companies", dated 26 December 1995, as such law may be amended, supplemented or modified from time to time or any successor statute or statutes thereof) of such class or series of Capital Stock at any time prior to the Stated Maturity of the Notes; or

(iii) is convertible into or exchangeable for Capital Stock referred to in sub-clause (i) or (ii) above or Indebtedness having a scheduled maturity prior to the Stated Maturity of the Notes; or

provides for, either mandatorily or at the option of its holder, the payment of dividends or distributions (other than in the form of Capital Stock that are not Redeemable Stock);

"**S&P**" means Standard & Poor's Ratings Services;

"**Significant Subsidiary**" means:

(i) from time to time, any Subsidiary of the Issuer that holds or has the right, title or interest to or in any telecommunications licence which licence is responsible for generating more than 10 per cent. of the consolidated revenues of the Issuer, in accordance with GAAP or IFRS, as applicable; and

(ii) from time to time, any Subsidiary of the Issuer that, together with its Subsidiaries,

    (A) for the most recent fiscal year of the Issuer, accounted for more than 10 per cent. of the consolidated revenues of the Issuer, as determined in accordance with GAAP or IFRS, as applicable; or

    (B) as of the end of such fiscal year, was the owner of more than 10 per cent. of the consolidated assets of the Issuer, as determined in accordance with GAAP or IFRS, as applicable.

all as set forth in the most recently available consolidated financial statements of the Issuer, prepared in accordance with GAAP or IFRS, as applicable for such fiscal year, but excluding on any date any Person who is no longer a Subsidiary of the Issuer on such date;

"**Stated Maturity**" means:

(i) with respect to any Indebtedness, the date specified in such Indebtedness as the fixed date on which the final instalment of principal of such Indebtedness is due and payable; and

(ii) with respect to any scheduled instalment of principal of or interest on any Indebtedness, the date specified in such Indebtedness as the fixed date on which such instalment is due and payable;

"**Subsidiary**" means, with respect to any Person, (i) a corporation more than 50 per cent. of whose Capital Stock with voting power, under ordinary circumstances, to elect directors is at the time, directly or indirectly, owned by such Person, by such Person and one or more Subsidiaries of such Person or by one or more Subsidiaries of such Person, or (ii) a partnership in which such Person or a Subsidiary of such Person is, at the time, a general partner of such partnership, or (iii) any other Person in which such Person, one or more Subsidiaries of such Person, or such Person and one or more Subsidiaries of such Person, directly or indirectly, at the date of determination thereof has (x) over a 50 per cent. ownership interest or (y) the power to elect or direct the election of a majority of the directors, members of the Board of Directors or other governing body of such Person;

"**Trade Payables**" means, with respect to any Person, any accounts payable by such Person or guaranteed by any of its Subsidiaries arising in the ordinary course of business in connection with the acquisition of goods or services.

(b) Enforcement of Notes

The Trustee may, at its discretion and without notice, institute such proceedings as it thinks fit to enforce its rights under the Trust Deed and in respect of the Notes, but it shall not be bound to do so unless:

(i) it has been so directed by an Extraordinary Resolution or (in the case only of the occurrence of an Event of Default and provided, in each case, that such event is continuing) has been so requested in writing by the Noteholders of at least one-quarter in principal amount of the outstanding Notes; and

(ii) it has been indemnified and/or prefunded and/or provided with security to its satisfaction against all liabilities, proceedings, claims and demands to which it may thereby become liable and all costs, charges and expenses which may be incurred by it in connection therewith.

(c) No direct proceedings

No Noteholder may proceed directly against the Issuer unless the Trustee, having become bound to do so, fails to do so within a reasonable time and such failure is continuing.

11. Replacement of Notes

(a) If any Global Note is lost, stolen, mutilated, defaced or destroyed, it shall, subject to all applicable laws and relevant Stock Exchange requirements and upon satisfactory evidence of such loss, theft or destruction being given to the Registrar and the Trustee, together with an indemnity satisfactory to the Trustee indemnifying the Issuer, the Registrar and the Trustee, become void and a duly executed and authenticated replacement Global Note shall be immediately delivered by the Issuer to the common depositary.

(b) If any Definitive Registered Note is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Registrar, subject to all applicable laws and relevant Stock Exchange requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence security, indemnity and otherwise as the Issuer or the Registrar may reasonably require. Mutilated or defaced Definitive Registered Notes must be surrendered before replacements will be issued.

12. Trustee and Agents

(a) Under the Trust Deed, the Trustee is entitled to be indemnified and/or pre-funded and/or provided with security to its satisfaction and relieved from responsibility in certain circumstances and to be paid for its fees, costs and expenses in priority to the claims of the Noteholders. In addition, the Trustee is entitled to enter into business transactions with the Issuer and any entity relating to the Issuer without accounting for any profit.

(b) In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation, determination or substitution), the Trustee shall have regard to the general interests of the Noteholders as a class but shall not have regard to any interests arising from circumstances particular to individual Noteholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Noteholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee shall not be entitled to require, nor shall any Noteholder be entitled to claim, from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders except to the extent already provided for in Condition 8 (*Taxation*) and/or any undertaking given in addition to, or in substitution for, Condition 8 (*Taxation*) pursuant to the Trust Deed.

(c) In acting under the Agency Agreement and in connection with the Notes, the Agents act solely as agents of the Issuer and (to the extent provided therein) the Trustee and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders. Under the Agency Agreement, the Agents are entitled to be indemnified and/or pre-funded and/or provided with security to their satisfaction and relieved from certain responsibility in certain circumstances.

(d) The initial Agents and their initial Specified Offices are listed below. The Issuer reserves the right (with the prior approval of the Trustee) at any time to vary or terminate the appointment of any Agent and to appoint a successor Registrar or Paying Agent and/or additional or successor Paying Agents or Transfer Agents ***provided that*** the Issuer maintains (i) so long as any Notes are listed on any Stock Exchange or admitted to trading by any other relevant authority, a Paying Agent, which may be the Principal Paying Agent, and a Transfer Agent, which may be the Registrar, with a Specified Office in the place required by the rules and regulations of the relevant Stock Exchange or other relevant authority; and (ii) a Principal Paying Agent and a Registrar. Notice of any change in any of the Agents or in their Specified Offices shall promptly be given to the Noteholders.

13. Notices

(a) Notices to the Noteholders will be sent to them by first class mail (or its equivalent) or (if posted to an overseas address) by airmail at their respective addresses on the Register or if interests in the Notes are held in a clearing system or clearing systems, may be given through such clearing system(s) in accordance with its (or their respective) standard rules and procedures and, so long as the Notes are listed on a relevant Stock Exchange and the rules of that exchange so require, shall also be published via the official website of the relevant Stock Exchange. The Issuer shall also ensure that notices are duly given or published in a manner which complies with the rules and regulations of any other relevant Stock Exchange or other relevant authority on which the Notes are for the time being listed. Any notice shall be deemed to have been given on the second day after being so mailed or delivered through the applicable clearing system(s) or on the date of publication or, if so published more than once or on different dates, on the date of the first publication.

(b) Any notices of redemption of the Notes may be made subject to the satisfaction of one or more conditions precedent.

(c) Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Definitive Registered Note) with the relative Note or Notes, with the Registrar. Whilst any of the Notes are represented by a Global Note, such notice may be given by any holder of a Note to the Principal Paying Agent or the Registrar through Euroclear and/or Clearstream and/or DTC, as the case may be, in such manner as the Principal Paying Agent, the Registrar and Euroclear and/or Clearstream and/or DTC, as the case may be, may approve for this purpose.

14. Meetings of Noteholders; Modification and Waiver

(a) The Trust Deed contains provisions for convening meetings of Noteholders to consider matters relating to the Notes, including the modification of any provision of these Conditions, the Trust Deed or the Notes. Any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened on no less than 14 days' notice by the Trustee or the Issuer or by the Trustee upon the request in writing of Noteholders holding not less than one-tenth of the aggregate principal amount of the Notes then outstanding.

The quorum at any meeting convened to vote on an Extraordinary Resolution will be one or more persons holding or representing more than half of the aggregate principal amount of the Notes then outstanding or, at any adjourned meeting, one or more persons holding or representing any amount of the aggregate principal amount of the Notes then outstanding; provided, however, that at any meeting the business of which includes any Reserved Matter (as defined in the Trust Deed and which includes any proposal to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes, or to alter the method of calculating the amount of any payment in respect of the Notes or the date for any such payment, to change the currency of payments under the Notes, to change the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution, to alter the governing law of the Conditions or the Trust Deed), the necessary quorum for passing an Extraordinary Resolution will be one or more persons present holding or representing not less than two thirds, or at any adjourned such meeting, not less than one third, of the aggregate principal amount of the Notes then outstanding.

The Trust Deed provides that (i) an Extraordinary Resolution passed at a meeting duly convened and held in accordance with the Trust Deed by a majority of the votes cast on such Extraordinary Resolution, (ii) a resolution in writing signed by or on behalf of the holders of not less than a majority in aggregate principal amount of the Notes then outstanding or, in the case of a resolution in writing relating to a Reserved Matter, by or on behalf of the holders of not less than two thirds in aggregate principal amount of the Notes then outstanding, or (iii) a consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Trustee) by or on behalf of the holders of not less than a majority in aggregate principal amount of the Notes then outstanding or, in the case of electronic consents relating to a Reserved Matter, by or on behalf of the holders of not less than two thirds in aggregate principal amount of the Notes then outstanding, shall, in each case, be effective as an Extraordinary Resolution of the Noteholders. Any Extraordinary Resolution duly passed by the Noteholders shall be binding on all the Noteholders, whether present or not at any meeting and whether or not they voted on the Extraordinary Resolution.

None of the Issuer or its Subsidiaries and Affiliates who are also Noteholders shall be allowed to vote on any Extraordinary Resolution, and the Trust Deed provides that any Notes which are for the time being held by or on behalf of any such person shall, for the purposes of any Extraordinary Resolution, be deemed not to be outstanding.

As used in this Condition 14(a) (*Meetings of Noteholders; Modification and Waiver*):

"**Affiliate**" means, as applied to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling" "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

(b) The Trustee may, without the consent of the Noteholders, agree to any modification of the Notes or the Trust Deed (other than in respect of a Reserved Matter) which is, in the opinion of the Trustee, proper to make if, in the opinion of the Trustee, such modification will not be materially prejudicial to the interests of Noteholders or, that is of a formal, minor or technical nature or is to correct a manifest error.

In addition, the Trustee may, without the consent of the Noteholders, authorise or waive any breach or proposed breach of the Notes or the Trust Deed by the Issuer (other than a proposed breach or breach relating to a Reserved Matter) if, in the opinion of the Trustee, the interests of the Noteholders will not be materially prejudiced thereby.

Any such authorisation, waiver or modification shall be binding on the Noteholders and, unless the Trustee agrees otherwise, shall be notified to the Noteholders in accordance with Condition 13 (*Notices*) as soon as practicable thereafter.

15. Substitution

The Trust Deed contains provisions under which the Issuer may, without the consent of the Noteholders, transfer the obligations of the Issuer as principal debtor under the Trust Deed and the Notes to a third party ***provided that*** certain conditions specified in the Trust Deed are fulfilled.

16. Further Issues

The Issuer may from time to time, without the consent of the Noteholders and in accordance with the Trust Deed, create and issue further notes having the same terms and conditions as the Notes outstanding of a given Series in all respects (or in all respects except for the first payment of interest) so as to form a single Series with the Notes of such Series. Unless such further notes are fungible with the Notes of the relevant Series for U.S. federal income tax purposes, such notes will have a separate ISIN (or other identifying number).

17. Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of this Note under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

18. Governing Law and Submission to Jurisdiction

(a) Governing law

The Notes and the Trust Deed and any non-contractual obligations arising out of or in connection with the Notes and the Trust Deed are governed by, and shall be construed in accordance with, English law.

(b) Submission to jurisdiction

(i) Subject to Condition 18(b)(iii) (*Governing Law and Submission to Jurisdiction—Submission to jurisdiction*), the courts of England shall have jurisdiction to settle any dispute, controversy, claim or difference of whatever nature howsoever arising out of or in connection with these presents, or any supplement, modifications or additions thereto, (including any dispute regarding

the existence, validity, interpretation, performance, breach, termination or enforceability of these presents and any dispute relating to non-contractual obligations arising out of or in connection with these presents) (a "**Dispute**") and accordingly any legal action or proceedings arising out of or in connection with the Notes or the Trust Deed ("**Proceedings**"); (ii) the Issuer 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; and (iii) to the extent allowed by law, the Trustee and the Noteholders may, in respect of any Dispute or Disputes, take (A) Proceedings in any other court with jurisdiction and (B) concurrent Proceedings in any number of jurisdictions.

(c) Appointment of process agent

The Issuer has agreed in the Trust Deed that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to Law Debenture Corporate Services Limited at Fifth Floor, 100 Wood Street London EC2V 7EX, or to such other person with an address in England or Wales and/or at such other address in England or Wales as the Issuer may specify by notice in writing to the Trustee. Nothing in this Condition 18(c) (*Governing Law and Submission to Jurisdiction—Appointment of process agent*) shall affect the right of the Trustee or the Noteholders to serve process in any other manner permitted by law. This Condition 18(c) (*Governing Law and Submission to Jurisdiction—Appointment of process agent*) applies to Proceedings in England and to Proceedings elsewhere.

(d) Waiver of immunity

To the extent that the Issuer may in any jurisdiction claim for itself or its assets or revenues immunity from suit, execution, injunctive relief, attachment or other legal process (whether interim or final and whether in aid of execution, before judgment or otherwise) and to the extent that such immunity (whether or not claimed) may be attributed in any such jurisdiction to the Issuer or its assets or revenues, the Issuer agrees not to claim and irrevocably waives such immunity to the full extent permitted by the laws of such jurisdiction.

(e) Other documents

The Issuer has in the Trust Deed and the Agency Agreement submitted to the jurisdiction of the English courts and appointed an agent for service of process in terms substantially similar to those set out above.

FORM OF FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme.

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "**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, 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 "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and, therefore, offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

[PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the "**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 Markets Act 2000, as amended (the "**FSMA**"), and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, 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 286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and, therefore, offering or selling the Notes 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 ECPS ONLY TARGET MARKET – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.]

[UK MIFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA ("**UK MiFIR**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.]

FINAL TERMS DATED [●]

VEON HOLDINGS B.V.

Legal entity identifier (LEI): 5493000XDKGUH5NQGE22

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the U.S.$6,500,000,000 Global Medium Term Note Programme**

PART A - CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Offering Memorandum dated [●] 2021 [and the supplemental Offering Memorandum dated [●]] ([together,] the "**Base Offering Memorandum**"). This document must be read in conjunction with the Base Offering Memorandum. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Offering Memorandum. This document does not constitute the Final Terms of the Notes described herein for the purposes of Regulation (EU) 2017/1129. The Base Offering Memorandum has been published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

[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 subparagraphs. Italics denote directions for completing these Final Terms.]

1.	Issuer:		VEON Holdings B.V., a private limited liability company incorporated under Dutch law.
2.	(a)	Series Number:	[●]
	(b)	Tranche Number:	[●]
	(c)	Date on which the Notes become fungible:	[Not Applicable][The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [*insert description of the Series*] on [*insert date*]/the Issue Date.]
3.	Specified Currency or Currencies:		[●]
4.	Aggregate Nominal Amount of Notes:		
	(a)	Series:	[●]
	(b)	Tranche:	[●]
5.	Issue Price:		[●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] (*if applicable*)]
6.	(a)	Specified Denominations:	[●]
	(b)	Calculation Amount:	[●] (*If there is only one Specified Denomination, insert that Specified Denomination. If there is more than one Specified Denomination, insert the highest common factor. N.B. there must be a common factor in the case of two (2) or more Specified Denominations.*)
7.	(a)	Issue Date:	[●]
	(b)	Interest Commencement Date:	[*specify*][Issue Date][Not Applicable] *(N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.)*

8.	Maturity Date:	[*Fixed rate – specify date/Floating rate –* Interest Payment Date falling in or nearest to [*specify month and year*]]
9.	Interest Basis:	[[●] per cent. Fixed Rate] [[LIBOR/EURIBOR/RUONIA[*specify other*]] +/- [●] percent. Floating Rate] [Zero Coupon] (*Further particulars specified below.*)
10.	Redemption/Payment Basis:	Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [●] per cent. of their nominal amount
11.	Change of Interest Basis or Redemption/Payment Basis:	[For the period from (and including) the Interest Commencement Date, up to (but excluding) [●], paragraph [*14/15/16*] below applies, and, for the period from (and including) [●] up to (and including) the Maturity Date, paragraph [*14/15/16*] below applies][Not Applicable]
12.	Call Options:	[Issuer Call] [Issuer Maturity Par Call] [Clean-up Call] [Not Applicable] (*See paragraphs 17, 18 and 19 below.*)
13.	Currency Exchange Option	[Applicable][Not Applicable]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14.	Fixed Rate Note Provisions:		[Applicable][Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph.*)
	(a)	Rate(s) of Interest:	[●] per cent. per annum [payable [[annually/semi-annually/quarterly][*Specify other*] in arrear]]
	(b)	Interest Payment Date(s):	[[●][, [●], [●]] [and [●]] in each year, commencing on [●], up to and including the [Maturity Date/[●]]] (*N.B. This will need to be amended in the case of long or short coupons.*)
	(c)	Fixed Coupon Amount(s):	[●] per Calculation Amount payable [annually/semi-annually/quarterly] *(Applicable to Notes in definitive form.)*
	(d)	Broken Amount(s):	[[●] per Calculation Amount payable on the Interest Payment Date falling [in/on] [●]][Not Applicable]

			(*Applicable to Notes in definitive form.*)
	(e)	Day Count Fraction:	[30/360]/[Actual/Actual (ICMA)]
	(f)	Determination Date(s):	[[●] in each year][Not Applicable] [*Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon.*] (*N.B. This will need to be amended in the case of regular interest payment dates which are not of equal duration.*) (*N.B. Only relevant where Day Count Fraction is Actual/Actual (ICMA).*)
15.	Floating Rate Note Provisions:		[Applicable][Not Applicable] *(If not applicable, delete the remaining subparagraphs of this paragraph.*)
	(a)	Specified Period:	[●][Not Applicable] (*Specified Period and Specified Interest Payment Dates are alternatives. A Specified Period, rather than Specified Interest Payment Dates, will only be relevant if the Business Day Convention is the Floating Rate Convention. Otherwise, insert "Not Applicable".*)
	(b)	Specified Interest Payment Dates:	[[●][, [●], [●]] [and [●]] in each year, commencing on [●], up to and including the [Maturity Date/[●]]]/[adjusted in accordance with [*specify Business Day Convention*]][Not Applicable] (*Specified Period and Specified Interest Payment Dates are alternatives. If the Business Day Convention is the Floating Rate Convention, insert "Not Applicable".*)
	(c)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]
	(d)	Additional Business Centre(s):	[●]
	(e)	Interest and Interest Amount is to be determined:	[Screen Rate Determination/ISDA Determination]
	(f)	Party appointed as Calculation Agent:	[Principal Paying Agent][●] (*If a Relevant Dealer, Lead Manager or Nominee is to be appointed Calculation Agent pursuant to Clause 20 of the Programme Agreement, specify their name here.*)

(g)	Screen Rate Determination:		[Applicable][Not Applicable]
	(i)	Reference Rate:	[[●]-month [LIBOR/EURIBOR/RUONIA]]
	(ii)	Interest Determination Date(s):	[Second London business day prior to the start of each Interest Period]/[First day of each Interest Period] [Second day on which the TARGET2 System is open prior to the start of each Interest Period] [Second Moscow business day prior to the start of each Interest Period] (*Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR, second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR and second Moscow business day prior to the start of each Interest Period if RUONIA.*)
	(iii)	Relevant Screen Page:	[●] (*In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fall-back provisions appropriately.*)
	(iv)	Reference Banks (if other than as set out in the Conditions):	[*Specify four*][Not Applicable]
(h)	ISDA Determination:		
	(i)	Floating Rate Option:	[●]
	(ii)	Designated Maturity:	[●]
	(iii)	Reset Date:	[●]
(i)	Margin(s):		[+/-][●] per cent. per annum
(j)	Minimum Rate of Interest:		[[●] per cent. per annum][Not Applicable]
(k)	Maximum Rate of Interest:		[[●] per cent. per annum][Not Applicable]
(l)	Day Count Fraction:		[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[360/360]/ [Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]

16. Zero Coupon Note Provisions: [Applicable][Not Applicable]

(*If not applicable, delete the remaining subparagraphs of this paragraph.*)

(a)	Accrual Yield:		[●] per cent. per annum
(b)	Reference Price:		[●]
(c)	Day Count Fraction in relation to Early Redemption Amounts and late payment:		[Conditions 7(d) (*Redemption and Purchase—Early Redemption Amounts*) and 7(g) (*Redemption and Purchase—Late payment on Zero Coupon Notes*) apply] [30/360] [Actual/360] [Actual/365]

PROVISIONS RELATING TO REDEMPTION

17.	Issuer Call:		[Applicable][Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph.*)
(a)	Optional Redemption Date(s):		[●]
(b)	Optional Redemption Amount(s):		[As set out in Condition 7(c)(i)/[●] per Calculation Amount] (*If "As set out in Condition 7(c)(i)" is selected, include subparagraphs (i) and (ii) below.*)
	(i)	Make-Whole Redemption Margin:	[●][Not Applicable]
	(ii)	Make-Whole Redemption Rate:	[Treasury Rate/Bund Rate/Alternative Make-Whole Rate][Not Applicable] (*If "Alternative Make-Whole Rate" is selected, include subparagraphs (1) to (3) below.*)
	(1)	Reference Security Publisher:	[●][Not Applicable]
	(2)	Reference Security:	[●][Not Applicable]
	(3)	Business Centre:	[●][Not Applicable]
(c)	If redeemable in part:		
	(i)	Minimum Redemption Amount:	[●][Not Applicable]
	(ii)	Maximum Redemption Amount:	[●][Not Applicable]

	(d) Notice periods (if other than as set out in the Conditions):	[Minimum period: [●] days][Not Applicable] [Maximum period: [●] days][Not Applicable] (*If setting notice periods which are different from those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent*.)
18.	Issuer Maturity Par Call:	[Applicable][Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph.*)
	Notice periods (if other than as set out in the Conditions):	[Minimum period: [●] days][Not Applicable] [Maximum period: [●] days][Not Applicable] (*If setting notice periods which are different from those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent*.)
19.	Clean-up Call:	[Applicable][Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	Notice periods (if other than as set out in the Conditions):	[Minimum period: [●] days][Not Applicable] [Maximum period: [●] days][Not Applicable] (*If setting notice periods which are different from those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent*.)
20.	Final Redemption Amount:	[●] per Calculation Amount
21.	Early Redemption Amount payable on redemption for taxation reasons or on event of default:	[As set out in Condition 7(d) (*Redemption and Purchase—Early Redemption Amounts*)][[●] per Calculation Amount]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

22.	Form of Notes:	
		[Regulation S Global Note ([U.S.$] [●] nominal amount) registered in the name of a nominee for [a common depositary for Euroclear and Clearstream][DTC] which is exchangeable for

Definitive Registered Notes only upon an Exchange Event]

[Rule 144A Global Note ([U.S.$] [●] nominal amount) registered in the name of a nominee for [a common depositary for Euroclear and Clearstream]/[DTC] which is exchangeable for Definitive Registered Notes only upon an Exchange Event]

23.	Additional Financial Centre(s):	[Not Applicable][*give details*] (*Note that this paragraph relates to the place of payment and not Interest Period end dates to which subparagraph 15(d) relates or calculation of an Alternative Make-Whole Rate to which subparagraph 17(b)(ii)(3) relates.*)

Responsibility

The Issuer accepts responsibility for the information contained in these Final Terms. [[*Relevant third-party information*] has been extracted from [*specify source*]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [*specify source*], no facts have been omitted which would render the reproduced information inaccurate or misleading].

Signed on behalf of VEON HOLDINGS B.V.

By: ....
Duly authorised

PART B – OTHER INFORMATION

1. **LISTING**

(i)	Listing:	[Luxembourg Stock Exchange][*Specify other*][Not applicable.]
(ii)	Admission to trading:	[Application [has been made/is expected to be made] [by the Issuer/on behalf of the Issuer] for the Notes to be admitted to trading on the Euro MTF Market and to list the Notes on the Official List of the Luxembourg Stock Exchange with effect from [●].][*Specify other*] [Not applicable.] (*Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.*)
(iii)	Estimate of total expenses related to admission to trading:	[●][Not applicable.]

2. RATINGS

Ratings:

[The Notes to be issued have not been rated.]/ [The Notes to be issued [have been rated/are expected to be rated] as follows:

[Fitch: [●]]

[S&P: [●]]

[Other: [●]]]

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

[[*insert credit rating agency*] is [established in the European Union (the "**EU**") and registered under Regulation (EC) No 1060/2009 (the "**CRA Regulation**").] [established in the EU and has applied for registration under Regulation (EC) No 1060/2009 (the "**CRA Regulation**"), although notification of the registration decision has not yet been provided.] [established in the EU and is neither registered nor has it applied for registration under Regulation (EC) No 1060/2009, as amended (the "**CRA Regulation**").] [not established in the EU but the rating it has given to the Notes is endorsed by [*insert legal name of credit rating agency*], which is established in the EU and registered under Regulation (EC) No 1060/2009 (the "**CRA Regulation**").] [not established in the EU but is certified under Regulation (EC) No 1060/2009 (the "**CRA Regulation**").] [not established in the EU and is not certified under Regulation (EU) No 1060/2009 (the "**CRA Regulation**") and the rating

it has given to the Notes is not endorsed by a credit rating agency established in the EU and registered under the CRA Regulation.]]

[[*insert credit rating agency*] is established in the United Kingdom and is registered in accordance with Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").] [[*insert credit rating agency*] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009, as amended (the "**CRA Regulation**"), but the rating it has given to the Notes is endorsed by [*insert credit rating agency*] in accordance with the CRA Regulation.] [*insert credit rating agency*] is established in the United Kingdom and is registered in accordance with the UK CRA Regulation.]

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

[Save [for any fees payable to the [Managers/Relevant Dealers]], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The [Managers/Relevant Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.]

(*Amend as appropriate if there are other interests.*)

4. USE OF PROCEEDS

Use of proceeds:	[See ["*Use of Proceeds*"] in Base Offering Memorandum *(See ["Use of Proceeds"] wording in the Base Offering Memorandum – if reasons for offer different from what is disclosed in the Base Offering Memorandum, give details here.)*

5. [YIELD (*FIXED RATE NOTES ONLY)*

Indication of yield:	[●] The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

6. OPERATIONAL INFORMATION

(i)	Common Code(s):	[●][Not Applicable]
(ii)	CUSIP(s):	[●][Not Applicable]
(iii)	ISIN(s):	[●]
(iv)	Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A./The Depository Trust Company and the relevant identification number(s):	[*Specify name(s) and address(es)*][Not Applicable]

(v)	Delivery:	Delivery [against/free of] payment
(vi)	Names and addresses of additional Paying Agent(s) (if any):	[*Specify name(s) and address(es)*][Not Applicable]
(vii)	Name and address of Registrar:	[Citibank, N.A., London Branch]

7. DISTRIBUTION

(i)	Method of distribution:	[Syndicated/Non-Syndicated]
(ii)	If syndicated, names of Managers:	[*Specify name(s)*][Not Applicable]
(iii)	Date of [Subscription] Agreement:	[●][Not Applicable]
(iv)	Stabilising Manager(s) (if any):	[*Specify name(s)*][Not Applicable]
(v)	If non-syndicated, name of Relevant Dealer:	[*Specify name(s)*][Not Applicable]
(vi)	U.S. Selling Restrictions:	[Reg. S [Compliance Category 2]][Rule 144A][Section 4(a)(2)][*Specify other*]
(vii)	Prohibition of Sales to EEA Retail Investors:	[Applicable][Not Applicable]
(viii)	Prohibition of Sales to UK Retail Investors:	[Applicable][Not Applicable]

FORM OF THE NOTES

The Notes of each Series will be issued in registered form without interest coupons attached. Notes will be issued both outside the United States in reliance on the exemption from registration provided by Regulation S and within the United States in reliance on Rule 144A.

The Notes of each Tranche offered and sold in reliance on Regulation S, which will be sold to persons who are not U.S. persons outside the United States, will initially be represented by a Global Note in registered form (a "**Regulation S Global Note**"). Prior to expiry of the distribution compliance period (as defined in Regulation S) applicable to a Tranche of Notes, beneficial interests in a Regulation S Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person save as otherwise provided in Condition 2 (*Transfers of Notes*) and such Regulation S Global Note will bear a legend regarding such restrictions on transfer. The policies and practices of DTC may prohibit transfers of beneficial interests in the Regulation S Global Notes prior to the expiration of the distribution compliance period.

The Notes of a Tranche offered and sold in the United States or to U.S. persons may only be offered and sold in private transactions to persons reasonably believed to be QIBs. The Notes of a Tranche sold to QIBs will be represented by a Global Note in registered form (a "**Rule 144A Global Note**" and, together with a Regulation S Global Note of such Tranche, a "**Global Note**").

Global Notes will either: (a) be deposited with a custodian for, and registered in the name of a nominee of DTC; or (b) be deposited with a common depositary for, and registered in the name of a nominee of such common depositary, Euroclear and Clearstream as specified in the relevant Final Terms. Persons holding beneficial interests in Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Notes in fully registered form.

Payments of principal, interest and any other amount in respect of the Global Notes will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in Condition 6.(b) (*Payments—Payments of principal and interest*)) as the registered holder of the Global Notes. All amounts payable to DTC or its nominee as registered holder of a Global Note in respect of Notes denominated in a Specified Currency other than U.S. dollars shall (unless a participant shown in any records of DTC as holder of the Notes has irrevocably elected to receive payments in such Specified Currency and has so notified DTC) be paid by transfer to an account in the relevant Specified Currency of the Principal Paying Agent for conversion into and payment in U.S. dollars in accordance with the provisions of the Agency Agreement.

None of the Issuer, any Agent or the Trustee will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Notes in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 6.(b) (*Payments—Payments of principal and interest*)) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Notes without interest coupons attached only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that: (a) an Event of Default has occurred and is continuing, (b) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Global Note in definitive form and a certificate to that effect signed by two directors of the Issuer is given to the Trustee, (c) in the case of Notes registered in the name of a nominee for a common depositary for Euroclear and Clearstream, the Issuer has been notified that both Euroclear and Clearstream have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system satisfactory to the Trustee is available, or (d) in the case of Notes registered in the name of a nominee for DTC, either DTC has notified the Issuer that it is unwilling or unable to continue to act as depository for the Notes and no alternative clearing system satisfactory to the Trustee is available or DTC has ceased to constitute a clearing agency registered under the U.S. Exchange Act. In the event of the occurrence of an Exchange Event, (i) the Issuer will promptly give notice to Noteholders in accordance with Condition 13 (*Notices*), and (ii) DTC, Euroclear and/or Clearstream (as applicable) or any person acting on their behalf (acting on the instructions of any holder of an interest in such Global Note) or the Trustee may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in (b) above, the Issuer may also give notice to the

Registrar requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Registrar.

Transfer of Interests

Interests in a Global Note may, subject to compliance with all applicable restrictions, be transferred to a person who wishes to hold such interest in another Global Note. No beneficial owner of an interest in a Global Note will be able to transfer such interest, except in accordance with the applicable procedures of DTC, Euroclear and Clearstream, in each case to the extent applicable. The Notes are subject to the restrictions on transfer set forth therein and will bear a legend regarding such restrictions. See "*Transfer Restrictions*".

Currency Exchange Option

With respect to any Rouble Note represented by a definitive Note held by Noteholders that have made an irrevocable election in accordance with the Conditions to receive payments in U.S. dollars, the Principal Paying Agent shall, on or before the Business Day prior to each due date for any payment of interest or principal, as the case may be, purchase the U.S. Dollar Amount with the Exchange Amount (each, as defined in Conditions) and the Principal Paying Agent will pay, or procure the payment of, the U.S. Dollar Amount to Noteholders that have made an irrevocable election in accordance with the Conditions to receive payments in U.S. dollars by wire transfer of same-day funds for value on the due date for payment. If, for any reason, it is not possible to purchase the U.S. Dollar Amount with the Exchange Amount while any Rouble Notes are represented by definitive Notes, the Principal Paying Agent shall notify relevant Noteholders in accordance with Condition 13 (*Notices*) and shall make all payments on the Rouble Notes in Roubles into a Rouble-denominated account maintained by the payee.

General

Pursuant to the Agency Agreement, the Principal Paying Agent shall arrange that, where a further Tranche of Notes is issued which is intended to form a single Series with an existing Tranche of Notes, the Notes of such further Tranche shall be assigned a Common Code and ISIN and, where applicable, a CUSIP number, which are different from the Common Code, ISIN and CUSIP assigned to Notes of any other Tranche of the same Series until at least the expiry of the distribution compliance period (as defined in Regulation S) applicable to the Notes of such Tranche.

Any reference herein to Euroclear, Clearstream and/or DTC shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the relevant Final Terms or the relevant Drawdown Prospectus (as the case may be) or as may be approved by the Issuer, the Principal Paying Agent and the Trustee.

The Issuer may agree with any Dealer that Notes may be issued in a form not contemplated by the Conditions, in which event a supplemental Base Offering Memorandum or a Drawdown Prospectus will be published, if appropriate, which will describe the effect of the agreement reached in relation to such Notes.

CLEARING AND SETTLEMENT

*The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of DTC, Euroclear or Clearstream (together, the "**Clearing Systems**") in effect as at the date of this Base Offering Memorandum. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuer, the Trustee or any Agent will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Notes held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.*

Book-Entry Systems

DTC

The Notes are eligible to be held in book-entry form in DTC, whether as part of the initial distribution of the Notes or in the secondary market.

DTC has advised the Issuer that it is a limited purpose trust company organised under the New York Banking Law, a member of the Federal Reserve System, a "banking organisation" within the meaning of the New York Banking Law, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to Section 17A of the U.S. Exchange Act. DTC holds securities that its participants ("**Direct Participants**") deposit with DTC. DTC also facilitates the settlement among Direct Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerised book-entry changes in Direct Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. DTC is a wholly owned subsidiary of The Depository Trust and Clearing Corporation ("**DTCC**"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC System is also available to others such as securities brokers and dealers, banks and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("**Indirect Participants**" and, together with Direct Participants, "**Participants**").

Under the rules, regulations and procedures creating and affecting DTC and its operations (the "**DTC Rules**"), DTC makes book-entry transfers of Notes among Direct Participants on whose behalf it acts with respect to Notes accepted into DTC's book-entry settlement system ("**DTC Notes**"), as described below, and receives and transmits distributions of principal and interest on DTC Notes. The DTC Rules are on file with the Securities and Exchange Commission. Direct Participants and Indirect Participants with which beneficial owners of DTC Notes ("**Beneficial Owners**") have accounts with respect to the DTC Notes similarly are required to make book-entry transfers and receive and transmit such payments on behalf of their respective Owners. Accordingly, although Beneficial Owners who hold DTC Notes through Direct Participants or Indirect Participants will not possess Notes, the DTC Rules, by virtue of the requirements described above, provide a mechanism by which Direct Participants will receive payments and will be able to transfer their interest in respect of the DTC Notes.

Purchases of DTC Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the DTC Notes on DTC's records. The ownership interest of each Beneficial Owner is in turn to be recorded on the Direct Participant's and Indirect Participant's records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct Participant or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the DTC Notes are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in DTC Notes, except in the event that use of the book-entry system for the DTC Notes is discontinued.

To facilitate subsequent transfers, all DTC Notes deposited by Participants with DTC are registered in the name of DTC's nominee, Cede & Co., or such other name as may be requested by an authorised representative of DTC. The deposit of DTC Notes with DTC and their registration in the name of Cede & Co. or such other DTC nominee effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the DTC Notes; DTC's records reflect only the identity of the Direct Participants to whose accounts such DTC Notes are

credited, which may or may not be the Beneficial Owners. The Participants remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the DTC Notes within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to DTC Notes unless authorised by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the Record Date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the DTC Notes are credited on the Record Date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the DTC Notes will be made in U.S. dollars to Cede & Co., or such other nominee as may be requested by an authorised representative of DTC (unless, with respect to any Notes denominated in a Specified Currency other than U.S. dollars, a participant shown in any records of DTC as holder of the Notes has irrevocably elected to receive payments in such Specified Currency and has so notified DTC). DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or the relevant agent (or such other nominee as may be requested by an authorised representative of DTC), on the relevant payment date in accordance with their respective holdings shown in DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of DTC or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the Issuer, disbursement of such payments to Direct Participants is the responsibility of DTC, and disbursement of such payments to the Beneficial Owners is the responsibility of Direct Participants and Indirect Participants.

Under certain circumstances, DTC will exchange the DTC Notes for definitive Notes, which it will distribute to its Participants in accordance with their proportionate entitlements and which, if representing interests in a Rule 144A Global Note, will be legended as set forth under "*Transfer Restrictions*".

A Beneficial Owner shall give notice to elect to have its DTC Notes purchased or tendered, through its Participant, to the relevant agent, and shall effect delivery of such DTC Notes by causing the Direct Participant to transfer the Participant's interest in the DTC Notes, on DTC's records, to the relevant agent. The requirement for physical delivery of DTC Notes in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the DTC Notes are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered DTC Notes to the relevant agent's DTC account.

DTC may discontinue providing its services as depository with respect to the DTC Notes at any time by giving reasonable notice to the Issuer or the relevant agent. Under such circumstances, in the event that a successor depository is not obtained, DTC Note certificates are required to be printed and delivered.

The Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, DTC Note certificates will be printed and delivered to DTC.

Since DTC may only act on behalf of Direct Participants, who in turn act on behalf of Indirect Participants, any Beneficial Owner desiring to pledge DTC Notes to persons or entities that do not participate in DTC, or otherwise take actions with respect to such DTC Notes, will be required to withdraw its Notes from DTC as described below.

Euroclear and Clearstream

Euroclear and Clearstream each holds securities for its customers and facilitates the clearance and settlement of securities transactions by electronic book-entry transfer between their respective accountholders. Euroclear and Clearstream provide various services, including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream also deal with domestic securities markets in several countries through established depository and custodial relationships.

Euroclear and Clearstream have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Euroclear and Clearstream customers are worldwide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear and Clearstream is available to other institutions that clear through or maintain a custodial relationship with an accountholder of either system.

Book-entry ownership of and payments in respect of DTC Notes

The Issuer may apply to DTC in order to have any Tranche of Notes represented by a Global Note accepted in its book-entry settlement system. Upon the issue of any such Global Note, DTC or its custodian will credit, on its internal book-entry system, the respective nominal amounts of the individual beneficial interests represented by such Global Note to the accounts of persons who have accounts with DTC. Such accounts initially will be designated by or on behalf of the relevant Dealer.

Ownership of beneficial interests in a Global Note will be limited to Direct Participants or Indirect Participants, including the respective depositories of Euroclear and Clearstream. Ownership of beneficial interests in a Global Note accepted by DTC will be shown on, and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee (with respect to the interests of Direct Participants) and the records of Direct Participants (with respect to interests of Indirect Participants).

Payments in U.S. dollars of principal and interest in respect of a Global Note accepted by DTC will be made to the order of DTC or its nominee as the registered holder of such Note. In the case of any payment in a currency other than U.S. dollars, payment will be made to the Principal Paying Agent and the Principal Paying Agent will (in accordance with instructions received by it) remit all or a portion of such payment for credit directly to the beneficial holders of interests in the Global Note in the currency in which such payment was made and/or cause all or a portion of such payment to be converted into U.S. dollars and credited to the applicable Participants' account.

The Issuer expects DTC to credit accounts of Direct Participants on the applicable payment date in accordance with their respective holdings as shown in the records of DTC unless DTC has reason to believe that it will not receive payment on such payment date. The Issuer also expects that payments by Participants to beneficial owners of Notes will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers, and will be the responsibility of such Participant and not the responsibility of DTC, the Principal Paying Agent, any other Agent or the Issuer. Payment of principal, premium, if any, and interest, if any, on Notes to DTC or the Principal Paying Agent (as applicable) is the responsibility of the Issuer.

Transfers of Notes represented by Global Notes

Transfers of any interests in Notes represented by a Global Note within DTC, Euroclear and Clearstream will be effected in accordance with the customary rules and operating procedures of the relevant clearing system. The laws in some States within the United States require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer Notes represented by a Global Note to such persons may depend upon the ability to exchange such Notes for Notes in definitive form. Similarly, because DTC can only act on behalf of Direct Participants in the DTC system who in turn act on behalf of Indirect Participants, the ability of a person having an interest in Notes represented by a Global Note accepted by DTC to pledge such Notes to persons or entities that do not participate in the DTC system or otherwise to take action in respect of such Notes may depend upon the ability to exchange such Notes for Notes in definitive form. The ability of any holder of Notes represented by a Global Note accepted by DTC to resell, pledge or otherwise transfer such Notes may be impaired if the proposed transferee of such Notes is not eligible to hold such Notes through a Direct Participant or Indirect Participant in the DTC system.

Subject to compliance with the transfer restrictions applicable to the Registered Notes described under "*Transfer Restrictions*", cross-market transfers between DTC, on the one hand, and directly or indirectly through Clearstream or Euroclear accountholders, on the other hand, will be effected by the relevant clearing system in accordance with its rules and through action taken by the Registrar, the Principal Paying Agent and any custodian ("**Custodian**") with whom the relevant Global Notes have been deposited.

On or after the Issue Date for any Series, transfers of Notes of such Series between accountholders in Clearstream and Euroclear and transfers of Notes of such Series between participants in DTC will generally have a settlement

date two business days after the trade date (T+2). The customary arrangements for delivery versus payment will apply to such transfers.

Cross-market transfers between accountholders in Clearstream or Euroclear and DTC participants will need to have an agreed settlement date between the parties to such transfer. In the case of cross-market transfers, settlement between Euroclear or Clearstream accountholders and DTC participants cannot be made on a delivery versus payment basis. The securities will be delivered on a free delivery basis and arrangements for payment must be made separately.

DTC, Clearstream and Euroclear have each published rules and operating procedures designed to facilitate transfers of beneficial interests in Global Notes among participants and accountholders of DTC, Clearstream and Euroclear. However, they are under no obligation to perform or continue to perform such procedures and such procedures may be discontinued or changed at any time. None of the Issuer, the Trustee, the Agents or any Arranger or Dealer will be responsible for any performance by DTC, Clearstream or Euroclear or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations and none of them will have any liability for any aspect of the records relating to or payments made on account of beneficial interests in the Notes represented by Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial interests.

Currency Exchange Option for Global Notes

For so long as any Rouble Notes are represented by a Global Note cleared through Euroclear and/or Clearstream, payments of principal and interest in respect of such Rouble Notes will be made or procured to be made in accordance with clause 8 of the Agency Agreement pursuant to which any accountholder of Euroclear and/or Clearstream may, on or before the tenth Business Day (which, for purposes of this section titled "—*Currency Exchange Option for Global Notes*", has the meaning ascribed to it in the Conditions) prior to the date on which interest or principal is due under the Notes, give an irrevocable election to the Principal Paying Agent to receive such payment of interest or principal, as the case may be, in U.S. dollars through the notification procedures of Euroclear and/or Clearstream.

For so long as any Rouble Notes are represented by a Global Note cleared through DTC, payments of principal in respect of such Rouble Notes will be made or procured to be made in accordance with clauses 7 and 8 of the Agency Agreement pursuant to which any participant shown in any records of DTC (a "**DTC Participant**") as holder of the Notes will receive payments in respect of such Rouble Notes (i) in Roubles, in the case of a DTC Participant who has irrevocably elected to receive payments on the Rouble Notes in Roubles and has so notified DTC on or prior to the tenth Business Day prior to the date on which principal is due under the Notes, by transfer of same-day funds to the Rouble-denominated bank account designated by such DTC Participant, and (ii) in U.S. dollars, in the case of all other DTC Participants, by the Principal Paying Agent crediting the DTC Participant's U.S. dollar account at DTC with the DTC Participant's pro-rata portion of the U.S. dollars purchased with the applicable Exchange Amount by the Principal Paying Agent pursuant to the Agency Agreement. Payments of interest in respect of such Rouble Notes will be made or procured to be made in accordance with clauses 7 and 8 of the Agency Agreement pursuant to which any DTC Participant as holder of the Notes will receive payments in respect of such Rouble Notes (i) in Roubles, in the case of a DTC Participant who has irrevocably elected to receive payments on the Rouble Notes in Roubles and has so notified DTC on or prior to the fifth Business Day after the most recent Record Date (as defined in the Conditions) relating to the relevant interest payment date, by transfer of same-day funds to the Rouble-denominated bank account designated by such DTC Participant, and (ii) in U.S. dollars, in the case of all other DTC Participants, by the Principal Paying Agent crediting the DTC Participant's U.S. dollar account at DTC with the DTC Participant's pro-rata portion of the U.S. dollars purchased with the applicable Exchange Amount by the Principal Paying Agent pursuant to the Agency Agreement.

The Principal Paying Agent shall, in accordance with normal DTC practice, be advised in writing, on or before the fifth Business Day after the Record Date relating to an interest payment date, and on or before the tenth Business Day prior to each date on which principal is due under the Notes (or such other times as may be stipulated by DTC from time to time), by DTC or its nominee: (a) if any DTC Participant has elected to receive the payment in a Specified Currency other than U.S. dollars and, if so, the amount of the payment; and (b) of the payment details for each such DTC Participant.

On each date on which interest or principal is due under the relevant Notes, the Principal Paying Agent shall, upon request, give due notice to the Noteholders in accordance with Condition 13 (*Notices*) of (A) the Exchange Amount and the U.S. Dollar Amount applicable to such due date for interest or principal, as the case may be, (B) the Applicable Exchange Rate at which such U.S. Dollar Amount was purchased by the Principal Paying Agent

and (C) if applicable, whether such U.S. dollars were purchased from the Principal Paying Agent, an affiliate of the Principal Paying Agent or from another leading foreign exchange bank in London or New York City.

With respect to any Rouble Notes which are represented by Global Notes, as early as practicable on the relevant due date for payment of interest or principal, the Principal Paying Agent will pay, or procure the payment of, the U.S. Dollar Amount (i) to DTC Participants that have not made an irrevocable election to receive payment in Roubles on such payment date, by wire transfer of same-day funds for value on the due date for payment in accordance with DTC's procedures, pro-rata to their interests in the relevant Global Notes, and (ii) to Euroclear and Clearstream accountholders that have made an irrevocable election to receive payment in U.S. dollars on such payment date, through the facilities of Euroclear and Clearstream, pro-rata to their interests in the relevant Global Note.

If, while Rouble Notes are represented by Global Notes, for any reason, it is not possible for the Principal Paying Agent to purchase the U.S. Dollar Amount with the Exchange Amount at the Applicable Exchange Rate, the Principal Paying Agent shall notify the Noteholders and shall (a) hold the Exchange Amount until the relevant DTC Participants make alternative arrangements for receipt of payment in Roubles (subject, for the avoidance of doubt, to Condition 9 (Prescription)), and (b) make payment on the Rouble Notes in Roubles to accountholders in Euroclear and Clearstream through the facilities of Euroclear and Clearstream.

Notwithstanding any other provision of the Agency Agreement or the Conditions to the contrary, (i) all costs of the purchase of U.S. dollars with the Exchange Amount shall be borne pro rata by the relevant Noteholders of the Rouble Notes by deduction from the U.S. Dollar Amount to be made by the Principal Paying Agent and (ii) the Issuer shall have no obligation whatsoever to pay any commissions or expenses, or to indemnify the Noteholders against any difference between the U.S. Dollar Amount received by such Noteholders and their pro rata portion of the Exchange Amount.

See Condition 6.(f) (*Payments—Currency Exchange Option*) for more information.

TRANSFER RESTRICTIONS

As a result of the following restrictions, purchasers of Notes who are in the United States or who are U.S. persons are advised to consult legal counsel prior to making any purchase, offer, sale, resale or other transfer of such Notes.

Each purchaser of Notes (other than a person purchasing an interest in a Global Note with a view to holding it in the form of an interest in the same Global Note) or person wishing to transfer an interest from one Global Note to another or from global to definitive form or *vice versa,* will be deemed to have acknowledged, represented and agreed as follows (terms used in this paragraph that are defined in Rule 144A or in Regulation S are used herein as defined therein):

(i) that either: (a) it is a QIB, purchasing (or holding) the Notes for its own account or for the account of one or more QIBs and it is aware that any sale to it is being made in reliance on Rule 144A; or (b) it is outside the United States and is not a U.S. person;

(ii) that it, and each account for which it is purchasing, will hold and transfer at least the minimum denomination of the Notes;

(iii) that the Notes are being offered and sold in a transaction not involving a public offering in the United States within the meaning of the Securities Act, and that the Notes have not been and will not be registered under the Securities Act or any other applicable U.S. state securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth below;

(iv) that, it will resell, pledge or otherwise transfer the Notes or any beneficial interests in the Notes, only (a) to the Issuer or any affiliate thereof, (b) inside the United States to a person whom the seller reasonably believes is a QIB purchasing for its own account or for the account of a one or more QIBs in a transaction meeting the requirements of Rule 144A, (c) outside the United States in compliance with Rule 903 or Rule 904 under the Securities Act, (d) pursuant to the exemption from registration provided by Rule 144 under the Securities Act (if available) or (e) pursuant to an effective registration statement under the Securities Act, in each case in accordance with all applicable U.S. state securities laws;

(v) that it will, and will require each subsequent holder to, notify any purchaser of the Notes from it of the resale restrictions referred to in paragraph (iv) above, if then applicable;

(vi) that Notes initially offered in the United States to QIBs will be represented by one or more Rule 144A Global Notes and that Notes offered outside the United States in reliance on Regulation S will be represented by one or more Regulation S Global Notes;

(vii) that the Notes, other than the Regulation S Global Notes, will bear a legend to the following effect unless otherwise agreed to by the Issuer:

"THE NOTES REPRESENTED BY THIS SECURITY HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF, THE HOLDER (A) REPRESENTS THAT IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) PURCHASING THE SECURITIES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYERS; (B) AGREES THAT IT WILL NOT PRIOR TO: (i) THE DATE THAT IS ONE YEAR (OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THEREUNDER) AFTER THE LATER OF THE ISSUE DATE OR THE LAST DAY ON WHICH THE ISSUER OR ANY AFFILIATE (AS DEFINED IN RULE 144) OF THE ISSUER WAS THE OWNER OF THIS NOTE (OR ANY PREDECESSOR OF THIS NOTE), OR (ii) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAW (THE "RESALE RESTRICTION TERMINATION DATE"), RESELL OR OTHERWISE TRANSFER SUCH SECURITIES (OR A BENEFICIAL INTEREST THEREIN), EXCEPT: (1) TO THE ISSUER OR ANY AFFILIATE THEREOF, (2) INSIDE THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER

WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 903 OR RULE 904 UNDER THE SECURITIES ACT, (4) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (5) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND ANY OTHER JURISDICTION; AND (C) IT AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT FOR RESALES OF THE NOTES REPRESENTED BY THIS SECURITY.

THIS SECURITY AND RELATED DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, THE AGENCY AGREEMENT REFERRED TO HEREIN) MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WITHOUT THE CONSENT OF, BUT UPON NOTICE TO, THE HOLDERS OF SUCH SECURITIES SENT TO THEIR REGISTERED ADDRESSES, TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR RESALES AND OTHER TRANSFERS OF THE NOTES REPRESENTED BY THIS SECURITY TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO RESALES OR OTHER TRANSFERS OF RESTRICTED SECURITIES GENERALLY. THE HOLDER OF THE NOTES REPRESENTED BY THIS SECURITY SHALL BE DEEMED, BY ITS ACCEPTANCE OR PURCHASE THEREOF, TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE CONCLUSIVE AND BINDING ON THE HOLDER THEREOF AND ALL FUTURE HOLDERS OF THE NOTES REPRESENTED BY THIS SECURITY AND ANY SECURITIES ISSUED IN EXCHANGE OR SUBSTITUTION THEREFOR, WHETHER OR NOT ANY NOTATION THEREOF IS MADE HEREON).";

(viii) that if it holds an interest in a Regulation S Global Note, that if it should resell or otherwise transfer the Notes prior to the expiration of the distribution compliance period (defined as 40 days after the later of the commencement of the offering and the closing date with respect to the original issuance of the Notes), it will do so only: (a)(i) outside the United States in compliance with Rule 903 or 904 under the Securities Act; or (ii) to a QIB in compliance with Rule 144A; and (b) in accordance with all applicable U.S. State securities laws; and it acknowledges that the Regulation S Global Notes will bear a legend to the following effect unless otherwise agreed to by the Issuer:

"THE NOTES REPRESENTED BY THIS SECURITY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT. THIS LEGEND SHALL CEASE TO APPLY UPON THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF ALL THE NOTES OF THE TRANCHE OF WHICH THIS NOTE FORMS PART.

THIS SECURITY AND RELATED DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, THE AGENCY AGREEMENT REFERRED TO HEREIN) MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WITHOUT THE CONSENT OF, BUT UPON NOTICE TO, THE HOLDERS OF SUCH SECURITIES SENT TO THEIR REGISTERED ADDRESSES, TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR RESALES AND OTHER TRANSFERS OF THE NOTES REPRESENTED BY THIS SECURITY TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO RESALES OR OTHER TRANSFERS OF RESTRICTED SECURITIES GENERALLY. THE HOLDER OF THE NOTES REPRESENTED BY THIS SECURITY SHALL BE DEEMED, BY ITS ACCEPTANCE OR PURCHASE THEREOF, TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE CONCLUSIVE AND BINDING ON THE HOLDER THEREOF AND ALL FUTURE HOLDERS OF

THE NOTES REPRESENTED BY THIS SECURITY AND ANY SECURITIES ISSUED IN EXCHANGE OR SUBSTITUTION THEREFOR, WHETHER OR NOT ANY NOTATION THEREOF IS MADE HEREON).";

(ix) that (A) either (i) no portion of the assets used by it to acquire and hold the Notes or any interest therein constitutes assets of (1) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (2) other "plans" (as defined in Section 4975 of the Code) or arrangements that are subject to Section 4975 of the Code, or (3) an entity whose underlying assets include "plan assets" within the meaning of 29 C.F.R. Section 2510.3-101 (as modified by Section 3(42) of ERISA) by reason of such employee benefit plan's or other plan or arrangement's investment in the entity (each such plan, arrangement or entity described in the foregoing clauses (1), (2) or (3), a "**Plan**"), and it is not (and is not deemed to be), and will not be (or be deemed to be), a governmental plan, church plan, non-U.S. plan or other plan subject to any federal, state, local or non-U.S. law that is substantially similar to Section 406 of ERISA or Section 4975 of the Code ("**Similar Law**"), or (ii) the purchase and holding of the Notes do not and will not constitute or otherwise result in a non-exempt prohibited transaction under ERISA or Section 4975 of the Code or a similar violation of Similar Law and (B) it will not sell or otherwise transfer such Notes or any interest therein otherwise than to a purchaser or transferee that is deemed to make these same representations, warranties and agreements with respect to its purchase and holding of such Note or any interest therein;

(x) Each Plan (including, without limitation, an individual retirement account), by its purchase of a Note, shall also be deemed to have represented that (i) none of the Issuer Parties has provided any investment recommendation or investment advice on which it, or any fiduciary or other person investing the assets of the Plan ("**Plan Fiduciary**"), has relied in connection with its decision to invest in the Notes, and none of them is giving advice in a fiduciary capacity or otherwise acting as a fiduciary, as defined in Section 3(21) of ERISA or Section 4975(e)(3) of the Code, to the Plan or the Plan Fiduciary in connection with the Plan's acquisition and holding of the Notes or any interest therein and (ii) the Plan Fiduciary is exercising its own independent judgment in evaluating the investment in the Notes; and

(xi) that the Issuer and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of such acknowledgements, representations or agreements made by it are no longer accurate, it shall promptly notify the Issuer; and if it is acquiring any Notes as a fiduciary or agent for one or more accounts it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.

No sale of Legended Notes in the United States to any one purchaser will be for less than US$200,000 (or its foreign currency equivalent) principal amount and no Legended Note will be issued in connection with such a sale in a smaller principal amount. If the purchaser is a nonbank fiduciary acting on behalf of others, each person for whom it is acting must purchase at least US$200,000 (or its foreign currency equivalent) of Notes.

PLAN OF DISTRIBUTION

Notes may be sold from time to time by the Issuer to any one or more of the Arrangers and any other Dealers appointed under the terms of an amended and restated programme agreement dated 7 September 2021 (the "**Programme Agreement**"). The arrangements under which any particular Tranche of Notes may from time to time be agreed to be sold by the Issuer to, and purchased by, the Dealers are set out in the Programme Agreement. Any such arrangement will, among other things, extend to those matters stated under "*Form of the Notes*", "*Terms and Conditions of the Notes*" and "*Form of Final Terms*" and will make provision for the form and terms and conditions of the relevant Notes, the price at which such Notes will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such purchase. The Programme 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 Notes. The Programme Agreement provides that the obligations of the Dealers to subscribe for the Notes are subject to certain conditions precedent. In the Programme Agreement, the Issuer has agreed to reimburse the Arrangers and the Dealers for certain of their expenses in connection with the update of the Programme and the issue of Notes under the Programme and to indemnify the Arrangers and the Dealers against certain liabilities incurred by them in connection therewith.

Some of the Dealers, the Arrangers and their respective affiliates have engaged in, and may in the future engage in, investment banking, hedging, transaction and clearing services, financial advisory and lending services and/or other commercial dealings in the ordinary course of business with the Issuer or its subsidiaries and affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions. Further, some of the Dealers, the Arrangers and/or their respective affiliates may have a lending relationship with, and/or own outstanding debt securities of, the Issuer or its subsidiaries or affiliates and, accordingly, may receive a portion of the net proceeds of certain Notes issued under the Programme in connection with certain refinancing transactions undertaken by the Issuer or its subsidiaries and affiliates from time to time.

In addition, in the ordinary course of their business activities, the Dealers, the Arrangers and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or its subsidiaries and affiliates. Certain of the Dealers, the Arrangers and their respective affiliates have lending relationships with the Issuer and certain of its subsidiaries and affiliates and, in this connection, routinely hedge their credit exposure to these entities consistent with their customary risk management policies. Typically, such Dealers, Arrangers and/or 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 issued by the Issuer and certain of its subsidiaries and affiliates, including, potentially, the Notes issued under the Programme. Any such short positions could adversely affect future trading prices of the Notes issued under the Programme. The Dealers, Arrangers and their respective 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 or short positions in such securities and instruments.

In connection with any offering of Notes, one or more Dealers or Arrangers might purchase and sell Notes in the secondary market. These transactions might include overallotment, syndicate covering transactions and stabilisation transactions. Overallotment involves the sale of Notes (or beneficial interests therein) in excess of the principal amount of Notes to be purchased by the Dealers or Arrangers in an offering, which creates a short position for the applicable Dealers or Arrangers. Covering transactions involve the purchase of the Notes in the open market after the distribution has been completed in order to cover short positions. Stabilisation transactions consist of certain bids or purchases of Notes made for the purpose of preventing or impeding a decline in the market price of an investment in the Notes while the offering is in progress. Any of these activities might have the effect of preventing or impeding a decline in the market price of an investment in the Notes. They might also cause the price of the Notes to be higher than the price that otherwise would exist in the open market in the absence of these transactions. The applicable Dealers or Arrangers might conduct these transactions in the over-the-counter market or otherwise. If a Dealer or Arranger commences any of these transactions, it might discontinue them at any time. Under English law, stabilisation activities may only be carried on by the Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) and only for a limited period following the Issue Date of the relevant Tranche of Notes.

United States of America

The Notes have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered or sold 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. The Notes are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

In connection with the issue of any Regulation S Notes, each relevant Dealer has severally (but not jointly nor jointly and severally) represented and agreed that it will not offer, sell or deliver such Regulation S Notes (or beneficial interests therein): (i) as part of its distribution, at any time, or (ii) otherwise, until the expiration of the applicable distribution compliance period, other than in an offshore transaction to, or for the account or benefit of, persons who are not U.S. persons, and such relevant Dealer will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration which purchases Regulation S Notes (or beneficial interests therein) from it during the distribution compliance period relating thereto a confirmation or other notice setting forth the restrictions on offers and sales of the Regulation S Notes within the United States or to, or for the account or benefit of, U.S. persons. Until the expiration of the applicable distribution compliance period, an offer or sale of such Notes (or beneficial interests therein) other than in an offshore transaction to a person who is not a U.S. person by any distributor (whether or not participating in an offering of Notes) might violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Dealers may, directly or through their respective affiliates, arrange for the offer and resale of Notes within the United States only to QIBs in reliance on Rule 144A. The minimum aggregate principal amount of Notes which may be purchased by a QIB pursuant to Rule 144A is US$200,000 (or the approximate equivalent thereof in any other currency).

Prohibition of Sales to EEA Retail Investors

Unless the Final Terms in respect of any Notes specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each relevant Dealer has severally (but not jointly nor jointly and severally) represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Offering Memorandum as completed by the Final Terms in relation thereto to any retail investor in the EEA.

For the purposes of this provision:

(a) 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 Directive 2016/97/EU (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; or

  (iii) not a qualified investor as defined in the Prospectus Regulation; and

(b) the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

Public Offer Selling Restriction Under the Prospectus Regulation

If the Final Terms in respect of any Notes specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable" in relation to each Member State of the European Economic Area (each, a "**Member State**"), each Dealer represents, warrants and agrees, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by the Base Offering Memorandum as completed by the final terms in relation thereto to the public in that Member State except that it may make an offer of such Notes to the public in that Member State:

(a) at any time to any legal entity which is a qualified investor as defined in the EU Prospectus Regulation;

(b) at any time to fewer than 150, natural or legal persons (other than qualified investors as defined in the EU Prospectus Regulation), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(c) at any time in any other circumstances falling within Article 1(4) of the EU Prospectus Regulation,

provided that no such offer of Notes referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the EU Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the EU Prospectus Regulation.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes and the expression "**EU Prospectus Regulation**" means Regulation (EU) 2017/1129.

Prohibition of Sales to UK Retail Investors

Unless the Final Terms in respect of any Notes specifies "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each relevant Dealer has severally (but not jointly nor jointly and severally) represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Offering Memorandum as completed by the Final Terms in relation thereto to any retail investor in the United Kingdom.

For the purposes of this provision:

(a) 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; or

    (iii) not a qualified investor as defined in the Prospectus Regulation; and

(b) the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the Final Terms in respect of any Notes specifies "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Dealer represents and agrees, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by the Base Offering Memorandum as completed by the final terms in relation thereto to the public in the United Kingdom except that it may make an offer of such Notes to the public in the United Kingdom:

(a) at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;

(b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of the UK Prospectus Regulation) in the United Kingdom subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(c) at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Notes referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision, the expression "**an offer of Notes to the public**" in relation to any Notes means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes and the expression "**UK Prospectus Regulation**" means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

United Kingdom

With respect to an issue of Notes, each relevant Dealer has severally (but not jointly nor jointly and severally) represented and agreed that:

(a) it has complied and will comply with all applicable provisions of the FSMA and the regulations adopted thereunder with respect to anything done by it in relation to the Notes in, from or otherwise involving, the United Kingdom; and

(b) it has only communicated or caused to be communicated and it will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer.

Russian Federation

With respect to an issue of Notes, each relevant Dealer has severally (but not jointly nor jointly and severally) represented and agreed that the Notes will not be offered, transferred or sold as part of their initial distribution or at any time thereafter to or for the benefit of any person (including legal entities) resident, incorporated, established or having their usual residence in the Russian Federation or to any person located within the territory of the Russian Federation unless and to the extent otherwise permitted under Russian law.

Singapore

This Base Offering Memorandum has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each relevant Dealer has severally (but not jointly nor jointly and severally) represented, warranted and agreed that it has not offered or sold any Notes or caused any Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell such Notes or cause such Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Base Offering Memorandum, or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (a) to an institutional investor (as defined in the Securities and Futures Act) pursuant to Section 274 of the Securities and Futures Act, (b) to a relevant person (as defined in Section 275(2) of the Securities and Futures Act) pursuant to Section 275(1) of the Securities and Futures Act, or any person pursuant to Section 275(1A) of the Securities and Futures Act, and in accordance with the conditions specified in Section 275 of the Securities and Futures Act, or (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the Securities and Futures Act.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is: (1) a corporation (which is not an accredited investor (as defined in the Securities and Futures Act)) 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 (2) 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 (as defined in Section 2(1) of the Securities and Futures Act) 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 Notes pursuant to an offer made under Section 275 of the Securities and Futures Act except: (a) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or 276(4)(i)(B) of the Securities and Futures Act; (b) where no consideration is or will be given for the transfer; (c) where the transfer is by operation of law; (d) as specified in Section 276(7) of the Securities and Futures Act; or (e) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 of Singapore.

Any reference to the "**Securities and Futures Act**" is a reference to the Securities and Futures Act, Chapter 289 of Singapore and a reference to any term as defined in the Securities and Futures Act or any provision in the

Securities and Futures Act is a reference to that term as modified or amended from time to time, including by such of its subsidiary legislation as may be applicable at the relevant time.

General

With respect to an issue of Notes, each relevant Dealer has severally (but not jointly nor jointly and severally) undertaken to the Issuer that it will (to the best of its knowledge and belief) comply with all laws and regulations applicable to the offer, sale or delivery of the Notes in each jurisdiction in which it acquires, offers, sells or delivers Notes and further undertakes to the Issuer not to, directly or indirectly, offer or sell any Notes or distribute or publish any offering circular, prospectus, form of application, advertisement or other document or information in any country or jurisdiction except under circumstances that will result in compliance with any applicable laws and regulations and all offers and sales of Notes by it will be made on the same terms, and neither the Issuer nor any of the other Dealers shall have any responsibility therefor.

Neither the Issuer nor the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale. With regard to each Tranche, the relevant Dealer will be required to comply with such other restrictions as the Issuer and the relevant Dealer shall agree and as shall be set out in the relevant subscription agreement.

TAXATION

United States Federal Income Taxation Considerations

The following summary discusses the principal U.S. federal income tax consequences of the acquisition, ownership and disposition of the Notes. Except as specifically noted below, this discussion applies only to Notes held as capital assets and U.S. Holders (as defined below).

This discussion assumes that the Notes will be treated as debt for U.S. federal income tax purposes. Prospective investors should note, however, that the classification of an instrument as debt is highly factual. No rulings have been or will be sought from the U.S. Internal Revenue Service (the "**IRS**") with respect to the classification of the Notes in general or with respect to any particular Notes.

This discussion does not describe all of the tax consequences that may be relevant in light of a Noteholder's particular circumstances or to Noteholders subject to special rules, such as:

- financial institutions;
- insurance companies;
- dealers in securities or foreign currencies;
- traders in securities or foreign currencies electing to mark their positions to market;
- regulated investment companies;
- real estate investment trusts;
- tax-exempt organisations;
- persons subject to the base erosion and anti-abuse tax;
- persons holding Notes as part of a hedging transaction, "straddle", conversion transaction or other integrated transaction;
- persons subject to special tax accounting rules as a result of any item of gross income with respect to the Notes being taken into account in an applicable financial statement;
- U.S. expatriates;
- U.S. Holders whose functional currency is not the U.S. dollar; or
- S corporations and entities or arrangements classified as partnerships for U.S. federal income tax purposes.

This summary is based on the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), administrative pronouncements, judicial decisions and final, temporary and proposed U.S. Treasury Regulations, changes to any of which subsequent to the date of this Base Offering Memorandum may affect the tax consequences described below. This summary does not address any U.S. federal tax consequences other than U.S. federal income tax consequences, such as the estate tax, gift tax, alternative minimum tax or the medicare tax on net investment income. Moreover, this summary deals only with Notes with a term of 30 years or less. Persons considering the purchase of a particular Tranche of Notes should consult the relevant supplement to the Base Offering Memorandum (if any) issued in connection with that Tranche of Notes for any discussion regarding U.S. federal income taxation and should consult their tax advisors with regard to the application of the U.S. federal income tax laws to their particular situations, as well as any tax consequences arising under the laws of any state, local or foreign taxing jurisdiction.

To the extent applicable, the tax treatment of certain Notes, such as Notes that are not principal protected, will be specified in the relevant supplement to the Base Offering Memorandum issued in connection with those Notes.

As used herein, the term "**U.S. Holder**" means a beneficial owner of a Note that is, for U.S. federal income tax purposes:

- a citizen or individual resident of the United States;
- a corporation, or other entity taxable as a corporation for U.S. federal income tax purposes, created or organised in or under the laws of the United States or of any political subdivision thereof;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust (i) if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. Persons have the authority to control all substantial decisions of the trust or (ii) if such trust has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a U.S. Person.

If an entity or arrangement that is classified as a partnership for U.S. federal income tax purposes holds Notes, the U.S. federal income tax treatment of a partner will generally depend on the status of the partner and upon the activities of the partnership. Partners of partnerships holding Notes should consult with their tax advisors regarding the U.S. federal tax consequences of an investment in the Notes.

Payments of Stated Interest

Interest paid on a Note will be taxable to a U.S. Holder as ordinary interest income at the time it accrues or is received in accordance with the Noteholder's method of accounting for U.S. federal income tax purposes, *provided* that the interest is "qualified stated interest" (as defined below).

"**Qualified stated interest**" is stated interest that is unconditionally payable, or constructively received under Section 451 of the Code, in cash or property (other than in debt instruments of the Issuer) at least annually during the entire term of the Note and equal to the outstanding principal balance of the Note multiplied by a single fixed rate of interest. In addition, interest on a Floating Rate Note that is unconditionally payable, or will be constructively received under Section 451 of the Code, in cash or property (other than debt instruments issued by the Issuer) at least annually, will constitute "qualified stated interest" if the Note is a "variable rate debt instrument" ("**VRDI**") under the rules described below and the interest is payable at a single "qualified floating rate" or single "objective rate" (each as defined below). If the Note is a VRDI but the interest is payable other than at a single qualified floating rate or at a single objective rate, special rules apply to determine the portion of such interest that constitutes "qualified stated interest." See "*Original Issue Discount—Floating Rate Notes that are VRDIs*" below. Interest income earned by a U.S. Holder with respect to a Note will generally constitute foreign source income for U.S. federal income tax purposes, which may be relevant in calculating the Noteholder's foreign tax credit limitation. The rules regarding foreign tax credits are complex and prospective investors should consult their tax advisors about the application of such rules to them in their particular circumstances. Special rules governing the treatment of interest paid with respect to short-term Notes, original issue discount Notes, contingent payment debt instruments and foreign currency Notes are described under "*Short-Term Notes*", "*Original Issue Discount*", "*Contingent Payment Debt Instruments*" and "*Foreign Currency Notes*".

Definition of Variable Rate Debt Instrument.

A Note is a VRDI if all of the four following conditions are met. First, the "issue price" of the Note (as described below) must not exceed the total noncontingent principal payments by more than an amount equal to the lesser of (i) 0.015 multiplied by the product of the total noncontingent principal payments and the number of complete years to maturity from the issue date (or, in the case of a Note that provides for payment of any amount other than qualified stated interest before maturity, its weighted average maturity) and (ii) 15 per cent. of the total noncontingent principal payments. Second, the Note must generally provide for stated interest (compounded or paid at least annually) at (a) one or more qualified floating rates, (b) a single fixed rate and one or more qualified floating rates, (c) a single objective rate or (d) a single fixed rate and a single objective rate that is a "qualified inverse floating rate" (as defined below). Third, the Note must provide that a qualified floating rate or objective rate in effect at any time during the term of the Note is set at the value of the rate on any day that is no earlier than three months prior to the first day on which that value is in effect and no later than one year following that first day. Fourth, the Note may not provide for any principal payments that are contingent except as provided in the first requirement set forth above.

Subject to certain exceptions, a variable rate of interest on a Note is a "qualified floating rate" if variations in the value of the rate can reasonably be expected to measure contemporaneous fluctuations in the cost of newly borrowed funds in the currency in which the Note is denominated. A variable rate will be considered a qualified floating rate if the variable rate equals (i) the product of an otherwise qualified floating rate and a fixed multiple

(i.e., a spread multiplier) that is greater than 0.65, but not more than 1.35 or (ii) an otherwise qualified floating rate (or the product described in clause (i)) plus or minus a fixed rate (i.e., a spread). If the variable rate equals the product of an otherwise qualified floating rate and a single spread multiplier greater than 1.35 or less than or equal to 0.65, however, such rate will generally constitute an objective rate, described more fully below. A variable rate will not be considered a qualified floating rate if the variable rate is subject to a cap, floor, governor (i.e., a restriction on the amount of increase or decrease in the stated interest rate) or similar restriction that is reasonably expected as of the issue date to cause the yield on the Note to be significantly more or less than the expected yield determined without the restriction (other than a cap, floor or governor that is fixed throughout the term of the Note).

Subject to certain exceptions, an "objective rate" is a rate (other than a qualified floating rate) that is determined using a single fixed formula and that is based on objective financial or economic information that is neither within the Issuer's control (or the control of a related party) nor unique to the Issuer's circumstances (or the circumstances of a related party). Notwithstanding the first sentence of this paragraph, a rate on a Note is not an objective rate if it is reasonably expected that the average value of the rate during the first half of the Note's term will be either significantly less than or significantly greater than the average value of the rate during the final half of the Note's term. An objective rate is a "qualified inverse floating rate" if (a) the rate is equal to a fixed rate minus a qualified floating rate and (b) the variations in the rate can reasonably be expected to reflect inversely contemporaneous variations in the cost of newly borrowed funds (disregarding any caps, floors, governors or similar restrictions that would not, as described above, cause a rate to fail to be a qualified floating rate).

Unless otherwise provided in the relevant supplement to the Base Offering Memorandum (if any) issued in connection with a particular Tranche of Notes, it is expected, and this discussion assumes, that a Floating Rate Note will qualify as a VRDI. If a Floating Rate Note does not qualify as a VRDI, then the Floating Rate Note will generally be treated as a contingent payment debt instrument, as discussed below under *"Contingent Payment Debt Instruments"*.

Original Issue Discount

Except in the case of a short-term Note, a Note that has an "issue price" that is less than its "stated redemption price at maturity" will be considered to have been issued at an original issue discount ("**OID**") for U.S. federal income tax purposes (and will be referred to as an "original issue discount Note") unless the Note satisfies a *de minimis* threshold (as described below). The "issue price" of a Note generally will be the first price at which a substantial amount of the Notes are sold to the public (which does not include sales to bond houses, brokers or similar persons or organisations acting in the capacity of underwriters, placement agents or wholesalers). The "stated redemption price at maturity" of a Note generally will equal the sum of all payments required to be made under the Note other than payments of qualified stated interest. Special rules may apply to Notes that are contingent payment debt instrument.

If the difference between a Note's stated redemption price at maturity and its issue price is less than a *de minimis* amount, i.e., 1/4 of 1 per cent. of the stated redemption price at maturity multiplied by the number of complete years to maturity (or, in the case of a Note that provides for payment of any amount other than qualified stated interest prior to maturity, the weighted average maturity of the Note), the Note will not be considered to have OID. U.S. Holders of Notes with a *de minimis* amount of OID will include this OID in income, as capital gain, on a pro rata basis as principal payments are made on the Note.

A U.S. Holder of original issue discount Notes will be required to include any qualified stated interest payments in income in accordance with the Noteholder's method of accounting for U.S. federal income tax purposes.

A U.S. Holder may make an election to include in gross income all interest that accrues on any Note (including qualified stated interest, OID, *de minimis* OID, market discount, *de minimis* market discount and unstated interest, as adjusted by any amortisable bond premium or acquisition premium) in accordance with a constant yield method based on the compounding of interest, and may revoke such election only with the permission of the IRS (a "**constant yield election**").

We may have an unconditional option to redeem, or U.S. Holders may have an unconditional option to require us to redeem, a Note prior to its stated maturity date. Under applicable U.S. Treasury Regulations, if we have an unconditional option to redeem a Note prior to its stated maturity date, this option will be presumed to be exercised if, by utilising any date on which the Note may be redeemed as the maturity date and the amount payable on that date in accordance with the terms of the Note as the stated redemption price at maturity, the yield on the Note would be lower than its yield to maturity. If the U.S. Holders have an unconditional option to require us to redeem

a Note prior to its stated maturity date, this option will be presumed to be exercised if making the same assumptions as those set forth in the previous sentence, the yield on the Note would be higher than its yield to maturity. If this option is not in fact exercised, the Note would be treated, solely for purposes of calculating OID, as if it were redeemed, and a new Note were issued, on the presumed exercise date for an amount equal to the Note's adjusted issue price on that date. The adjusted issue price of an original issue discount Note is defined as the sum of the issue price of the Note and the aggregate amount of previously accrued OID, less any prior payments other than payments of qualified stated interest.

Fixed Rate Notes

In the case of a Fixed Rate Note that is an original issue discount Note, U.S. Holders of such Note will be required to include OID in income for U.S. federal tax purposes as it accrues in accordance with a constant yield method based on a compounding of interest, regardless of whether cash attributable to this income is received.

Floating Rate Notes that are VRDIs

In the case of a Floating Rate Note that is a VRDI and that provides for interest at a single variable rate, the amount of qualified stated interest and the amount of OID, if any, includible in income during a taxable year are determined under the rules applicable to Fixed Rate Notes (described above) by assuming that the variable rate is a fixed rate equal to (i) in the case of a qualified floating rate or a qualified inverse floating rate, the value, as of the issue date, of the qualified floating rate or qualified inverse floating rate, or (ii) in the case of an objective rate (other than a qualified inverse floating rate), the fixed rate that reflects the yield that is reasonably expected for the Note. Qualified stated interest allocable to an accrual period is increased (or decreased) if the interest actually paid or accrued during an accrual period exceeds (or is less than) the interest assumed to be paid or accrued during the accrual period.

If a Note that is a VRDI does not provide for interest at a single variable rate as described above, the amount of interest and OID accruals are determined by constructing an equivalent fixed rate debt instrument, as follows:

- *First*, in the case of an instrument that provides for stated interest at one or more qualified floating rates or at a qualified inverse floating rate and, in addition, at a fixed rate (other than a fixed rate that is treated as, together with a variable rate, a single qualified floating rate or objective rate), replace the fixed rate with a qualified floating rate (or qualified inverse floating rate) such that the fair market value of the instrument, so modified, as of the issue date would be approximately the same as the fair market value of the unmodified instrument.

- *Second*, determine the fixed rate substitute for each variable rate provided by the Note. The fixed rate substitute for each qualified floating rate provided by the Note is the value of that qualified floating rate on the issue date. If the Note provides for two or more qualified floating rates with different intervals between interest adjustment dates (for example, the 30-day commercial paper rate and quarterly LIBOR), the fixed rate substitutes are based on intervals that are equal in length (for example, the 90-day commercial paper rate and quarterly LIBOR, or the 30-day commercial paper rate and monthly LIBOR). The fixed rate substitute for an objective rate that is a qualified inverse floating rate is the value of the qualified inverse floating rate on the issue date. The fixed rate substitute for an objective rate (other than a qualified inverse floating rate) is a fixed rate that reflects the yield that is reasonably expected for the Note.

- *Third*, construct an equivalent fixed rate debt instrument that has terms that are identical to those provided under the Note, except that the equivalent fixed rate debt instrument provides for the fixed rate substitutes determined in the second step, in lieu of the qualified floating rates or objective rate provided by the Note.

- *Fourth*, determine the amount of qualified stated interest and OID for the equivalent fixed rate debt instrument under the rules (described above) for Fixed Rate Notes. These amounts are taken into account as if the U.S. Holder held the equivalent fixed rate debt instrument. See "*Payments of Stated Interest*" and "*Original Issue Discount—Fixed Rate Notes*" above.

- *Fifth*, make appropriate adjustments for the actual values of the variable rates. In this step, qualified stated interest or, in certain circumstances, OID allocable to an accrual period is increased (or decreased) if the interest actually accrued or paid during the accrual period exceeds (or is less than) the interest

assumed to be accrued or paid during the accrual period under the equivalent fixed rate debt instrument.

Market Discount

If a U.S. Holder purchases a Note (other than a short-term Note) for an amount that is less than its stated redemption price at maturity or, in the case of an original issue discount Note, its adjusted issue price, the amount of the difference will be treated as market discount for U.S. federal income tax purposes unless this difference is less than a specified *de minimis* amount. Special rules may apply to Notes that are contingent payment debt instrument.

A U.S. Holder will be required to treat any principal payment (or, in the case of an original issue discount Note, any payment that does not constitute qualified stated interest) on, or any gain on the sale, exchange, retirement or other disposition of a Note, including disposition in certain non-recognition transactions, as ordinary income to the extent of the market discount accrued on the Note at the time of the payment or disposition unless this market discount has been previously included in income by the U.S. Holder pursuant to an election by the Noteholder to include market discount in income as it accrues, or pursuant to a constant yield election (as described under "*Original Issue Discount*") by the Noteholder. In addition, the U.S. Holder may be required to defer, until the maturity of the Note or its earlier disposition (including certain non-taxable transactions), the deduction of all or a portion of the interest expense on any indebtedness incurred or maintained to purchase or carry such Note.

If a U.S. Holder makes a constant yield election for a Note with market discount, such election will result in a deemed election for all market discount bonds acquired by the Noteholder on or after the first day of the first taxable year to which such election applies. This election may only be revoked with the consent of the IRS.

Acquisition Premium and Amortisable Bond Premium

A U.S. Holder who purchases a Note for an amount that is greater than the Note's adjusted issue price, but less than or equal to the sum of all amounts payable on the Note after the purchase date other than payments of qualified stated interest, will be considered to have purchased the Note at an acquisition premium. Under the acquisition premium rules, the amount of OID that the U.S. Holder must include in its gross income with respect to the Note for any taxable year will be reduced by the portion of acquisition premium properly allocable to that year.

If a U.S. Holder purchases a Note for an amount in excess of the sum of the remaining amounts payable on the Note (other than qualified stated interest), the Noteholder will be considered to have purchased the Note with amortisable bond premium equal in amount to such excess. The Noteholder may elect to amortise this premium as an offset to qualified stated interest, using a constant yield method, over the remaining term of the Note. Special rules may apply in the case of a Note that is subject to optional redemption. A Noteholder who elects to amortise bond premium must reduce its tax basis in the Note by the amount of the premium amortised in any year. An election to amortise bond premium applies to all taxable debt obligations then owned and thereafter acquired by the Noteholder and may be revoked only with the consent of the IRS. Special rules may apply to Notes that are contingent payment debt instruments.

If a U.S. Holder makes a constant yield election (as described under "*Original Issue Discount*") for a Note with amortisable bond premium, such election will result in a deemed election to amortise bond premium for all of the Noteholder's debt instruments with amortisable bond premium.

Benchmark Event

Following the occurrence of a Benchmark Event in relation to an Original Reference Rate, the Issuer shall use its reasonable endeavours to appoint an Independent Advisor to determine a Successor Rate, or an Alternative Rate if the Independent Advisor fails to determine such a Successor Rate (each, a "**Replacement Rate**") and, in either case, an Adjustment Spread, if any, and any Benchmark Amendments, for any Notes that cannot be determined by reference to the Original Reference Rate. It is possible that the replacement of the rate referencing to the Original Reference Rate with a Replacement Rate (by itself, or viewed together with other related amendments to the Notes) could be treated, for U.S. federal income tax purposes, as a significant modification of such Notes, in which case, such "old" Notes would be treated as having been exchanged for "new" notes (a "**Deemed Exchange**"). Upon the occurrence of a Deemed Exchange, a U.S. Holder may be required to recognize taxable gain with respect to such Notes as a result of such Deemed Exchange. In addition, such deemed "new" notes may be treated as being issued with OID. Furthermore, there is limited guidance as to whether the rate replacement provisions would impact the treatment of Floating Rate Notes of any series as VRDIs (assuming they otherwise

meet the conditions to be treated as VRDIs). As such, it is possible the IRS may challenge the treatment of such Floating Rate Notes as VRDIs.

Sale, Exchange, Retirement or the Taxable Disposition of the Notes

Upon the sale, exchange, retirement or other taxable disposition of a Note, a U.S. Holder will generally recognise taxable gain or loss equal to the difference between the amount realised on the sale, exchange, retirement or other taxable disposition and the Noteholder's adjusted tax basis in the Note. A U.S. Holder's adjusted tax basis in a Note generally will equal the acquisition cost of the Note increased by the amount of OID and market discount included in the Holder's gross income and decreased by any payment received from the Issuer other than a payment of qualified stated interest and any amortisable bond premium taken into account. Gain or loss, if any, will generally be U.S. source income for purposes of computing a U.S. Holder's foreign tax credit limitation. For these purposes, the amount realised does not include any amount attributable to accrued interest on the Note. Amounts attributable to accrued interest (including OID) are treated as interest as described under "*Payments of Stated Interest*" and "*Original Issue Discount*".

Except as described below, gain or loss realised on the sale, exchange, retirement or other taxable disposition of a Note will generally be capital gain or loss and will be long-term capital gain or loss if at the time of sale, exchange, retirement or other taxable disposition the U.S. Holder has held the Note for more than one year. Exceptions to this general rule apply to the extent of any accrued market discount or, in the case of a short-term Note, to the extent of any accrued discount not previously included in the Noteholder's taxable income. See "*Original Issue Discount*" and "*Market Discount*". In addition, other exceptions to this general rule apply in the case of short-term Notes, foreign currency Notes and contingent payment debt instruments. See "*Short-Term Notes*", "*Foreign Currency Notes*" and "*Contingent Payment Debt Instruments*". The deductibility of capital losses is subject to limitations.

Short-Term Notes

A Note that matures one year or less from its date of issuance (a "**short-term Note**") will be treated as being issued at a discount and none of the interest paid on the Note will be treated as qualified stated interest. In general, a cash method U.S. Holder of a short-term Note is not required to accrue the discount for U.S. federal income tax purposes unless it elects to do so, with the consequence that the reporting of such income is deferred until it is received. Noteholders who so elect and certain other Noteholders, including those who report income on the accrual method of accounting for U.S. federal income tax purposes, are required to include the discount in income as it accrues on a straight-line basis, unless another election is made to accrue the discount according to a constant yield method based on daily compounding. In the case of a U.S. Holder who is not required and who does not elect to include the discount in income currently, any gain realised on the sale, exchange, or retirement of the short-term Note will be ordinary income to the extent of the discount accrued on a straight-line basis (or, if elected, according to a constant yield method based on daily compounding) through the date of sale, exchange or retirement. In addition, those U.S. Holders will be required to defer deductions for any interest paid on indebtedness incurred to purchase or carry short-term Notes in an amount not exceeding the accrued discount (which includes interest that is payable but that has not been included in gross income) interest income with respect to such short-term Note until the accrued discount is included in income. A U.S. Holder's tax basis in a short-term Note is increased by the amount included in such holder's income on such a Note.

Contingent Payment Debt Instruments

If the terms of the Notes provide for certain contingencies that affect the timing and amount of payments (including certain Floating Rate Notes that do not qualify as VRDIs), they will be "contingent payment debt instruments" for U.S. federal income tax purposes. Under the rules that govern the treatment of contingent payment debt instruments, no payment on such Notes qualifies as qualified stated interest. Rather, a U.S. Holder must accrue interest for U.S. federal income tax purposes based on a "comparable yield" and account for differences between actual payments on the Note and the Note's "projected payment schedule" as described below. The comparable yield is determined by us at the time of issuance of the Notes and equals the greater of (i) annual yield an issuer would pay, as of the issue date, on a fixed-rate, nonconvertible debt instrument with no contingent payments, but with terms and conditions otherwise comparable to the contingent payment debt instrument and (ii) the applicable federal rate. The comparable yield may be greater than or less than the stated interest, if any, with respect to the Notes. Solely for the purpose of determining the amount of interest income that a U.S. Holder will be required to accrue on a contingent payment debt instrument, we will be required to construct a "projected payment schedule" that represents a series of payments the amount and timing of which would produce a yield to maturity on the contingent payment debt instrument equal to the comparable yield.

Neither the comparable yield nor the projected payment schedule constitutes a representation by us regarding the actual amount, if any, that will be paid on the contingent payment debt instrument.

For U.S. federal income tax purposes, a U.S. Holder will be required to use the comparable yield and the projected payment schedule established by us in determining interest accruals and adjustments in respect of an contingent payment debt instrument, unless the Noteholder timely discloses and justifies the use of a different comparable yield and projected payment schedule to the IRS.

A U.S. Holder, regardless of its method of accounting for U.S. federal income tax purposes, will be required to accrue interest income on a contingent payment debt instrument at the comparable yield, adjusted upward or downward to reflect the difference, if any, between the actual and the projected amount of any contingent payments on the contingent payment debt instrument (as set forth below). As such, a U.S. Holder may be required to include interest in income each year in excess of any stated interest payments actually received in that year, if any.

A U.S. Holder will be required to recognise interest income equal to the amount of any net positive adjustment, i.e., the excess of actual payments over projected payments, in respect of a contingent payment debt instrument for a taxable year. A net negative adjustment, i.e., the excess of projected payments over actual payments, in respect of a contingent payment debt instrument for a taxable year:

- will first reduce the amount of interest in respect of the contingent payment debt instrument that a Noteholder would otherwise be required to include in income in the taxable year;

- to the extent of any excess, will give rise to an ordinary loss equal to the extent of the U.S. Holder's interest income on the contingent debt obligation during prior taxable years, reduced to the extent such interest was offset by prior net negative adjustments; and

- to the extent of any excess after the application of the previous two bullet points, will be carried forward as a negative adjustment to offset future interest income with respect to the contingent debt obligation or to reduce the amount realised on a sale, exchange or retirement of the contingent debt obligation.

A net negative adjustment will not be subject to the 2.0 per cent. floor limitation imposed on miscellaneous deductions when miscellaneous deductions become available again to individual U.S. Holders for tax years beginning on or after 1 January 2026. Where a U.S. Holder purchases a contingent payment debt instrument for a price other than its adjusted issue price, the difference between the purchase price and the adjusted issue price must be reasonably allocated to the daily portions of interest or projected payments with respect to the contingent payment debt instrument over its remaining term and treated as a positive or negative adjustment, as the case may be, with respect to each period to which it is allocated.

Upon a sale, exchange, retirement or other taxable disposition of a contingent payment debt instrument, a U.S. Holder generally will recognise taxable gain or loss equal to the difference between the amount realised on the sale, exchange or retirement and the Noteholder's adjusted basis in the contingent payment debt instrument. A U.S. Holder's adjusted basis in a Note that is a contingent payment debt instrument generally will be the acquisition cost of the Note, increased by the interest previously accrued by the U.S. Holder on the Note under these rules, disregarding any net positive and net negative adjustments, and decreased by the amount of any non-contingent payments and the projected amount of any contingent payments previously made on the Note. A U.S. Holder generally will treat any gain as interest income, and any loss as ordinary loss to the extent of the excess of previous interest inclusions in excess of the total net negative adjustments previously taken into account as ordinary losses, and the balance as capital loss. The deductibility of capital losses is subject to limitations. In addition, if a Noteholder recognises loss above certain thresholds, the Noteholder may be required to file a disclosure statement with the IRS (as described under "*Other Reporting Requirements*").

Special rules will apply if one or more contingent payments on a contingent debt obligation become fixed. For purposes of the preceding sentence, a payment (including an amount payable at maturity) will be treated as fixed if (and when) all remaining contingencies with respect to it are remote or incidental within the meaning of the contingent debt regulations. A U.S. Holder's tax basis in the contingent debt obligation and the character of any gain or loss on the sale of the contingent debt obligation would also be affected. U.S. Holders are urged to consult their tax advisers concerning the application of these special rules.

Foreign Currency Notes

The following discussion summarises the principal U.S. federal income tax consequences to a U.S. Holder of the ownership and disposition of Notes that are denominated in a specified currency other than the U.S. dollar or the payments of interest or principal on which are payable in a currency other than the U.S. dollar ("**foreign currency Notes**"). However, the U.S. federal income tax consequences to a U.S. Holder of the ownership and disposition of currency-linked Notes and non-functional currency contingent payment debt instruments are not discussed herein and, if applicable, will be discussed in a supplement to the Base Offering Memorandum issued in connection with the issuance of such Notes and instruments.

The rules applicable to foreign currency Notes could require some or all gain or loss on the sale, exchange or other disposition of a foreign currency Note to be recharacterised as ordinary income or loss. The rules applicable to foreign currency Notes are complex and may depend on the Noteholder's particular U.S. federal income tax situation. For example, various elections are available under these rules, and whether a Noteholder should make any of these elections may depend on the Noteholder's particular U.S. federal income tax situation. U.S. Holders are urged to consult their tax advisors regarding the U.S. federal income tax consequences of the ownership and disposition of foreign currency Notes.

A U.S. Holder who uses the cash method of accounting and who receives a payment of qualified stated interest in a foreign currency with respect to a foreign currency Note will be required to include in income the U.S. dollar value of the foreign currency payment (determined on the date the payment is received) regardless of whether the payment is in fact converted to U.S. dollars at the time, and this U.S. dollar value will be the U.S. Holder's tax basis in the foreign currency.

An accrual method U.S. Holder will be required to include in income the U.S. dollar value of the amount of interest income (including OID or market discount, but reduced by acquisition premium and amortisable bond premium, to the extent applicable) that has accrued and is otherwise required to be taken into account with respect to a foreign currency Note during an accrual period. The U.S. dollar value of the accrued income will be determined by translating the income at the average rate of exchange for the accrual period or, with respect to an accrual period that spans two taxable years, at the average rate for the partial period within the taxable year. The U.S. Holder will recognise ordinary income or loss with respect to accrued interest income on the date the income is actually received. The amount of ordinary income or loss recognised will equal the difference between the U.S. dollar value of the foreign currency payment received (determined on the date the payment is received) in respect of the accrual period (or, where a Noteholder receives U.S. dollars, the amount of the payment in respect of the accrual period) and the U.S. dollar value of interest income that has accrued during the accrual period (as determined above). Rules similar to these rules apply in the case of a cash method taxpayer required to currently accrue OID or market discount.

An accrual method U.S. Holder may elect to translate interest income (including OID) into U.S. dollars at the spot rate on the last day of the interest accrual period (or, in the case of a partial accrual period, the spot rate on the last day of the taxable year) or, if the date of receipt is within five business days of the last day of the interest accrual period, the spot rate on the date of receipt. A U.S. Holder that makes this election must apply it consistently to all debt instruments from year to year and cannot change the election without the consent of the IRS.

OID, market discount, acquisition premium and amortisable bond premium on a foreign currency Note are to be determined in the relevant foreign currency. Where the taxpayer elects to include market discount in income currently, the amount of market discount will be determined for any accrual period in the relevant foreign currency and then translated into U.S. dollars on the basis of the average rate in effect during the accrual period. Exchange gain or loss realised with respect to such accrued market discount shall be determined in accordance with the rules relating to accrued interest described above.

If an election to amortise bond premium is made, amortisable bond premium taken into account on a current basis shall reduce interest income in units of the relevant foreign currency. In that event, amortisable bond premium will be computed in foreign currency. A U.S. Holder making the election to amortise bond premium may recognise exchange gain or loss each period equal to the difference between the U.S. dollar value of bond premium with respect to such period determined on the date the interest attributable to such period is received and the U.S. dollar value of such amortised bond premium determined on the date of the acquisition of the Notes. Any exchange gain or loss will be ordinary income or loss as described below. If the election is not made, any loss realised on the sale, exchange or retirement of a foreign currency Note with amortisable bond premium by a U.S. Holder who has not elected to amortise the premium will be a capital loss to the extent of the bond premium.

A U.S. Holder's adjusted tax basis in a foreign currency Note will generally equal the "U.S. dollar cost" (as defined herein) of the Note to such holder increased by any previously accrued OID or market discount and decreased by any amortised premium and cash payments on the Note other than qualified stated interest. The "U.S. dollar cost" of a Note purchased with foreign currency will generally be the U.S. dollar value of the purchase price based on the spot rate of exchange on the date of purchase (or based on the spot rate of exchange on the settlement date of the purchase, in the case of Notes traded on an established securities market that are purchased by a cash basis U.S. Holder or an electing accrual basis U.S. Holder). If a U.S. Holder receives foreign currency on a sale, exchange, retirement or other taxable disposition of a Note, the amount realised generally will be based on the U.S. dollar value of such foreign currency translated at the spot rate on the date of taxable disposition. In the case of a Note that is considered to be traded on an established securities market, a cash basis U.S. Holder and, if it so elects, an accrual basis U.S. Holder will determine the U.S. dollar value of such foreign currency by translating such amount at the spot rate on the settlement date of the disposition. The special election available to accrual basis U.S. Holders in regard to the purchase and disposition of Notes traded on an established securities market must be applied consistently to all debt instruments held by the U.S. Holder and cannot be changed without the consent of the IRS. An accrual basis U.S. Holder that does not make the special settlement date election will recognise exchange gain or loss to the extent that there are exchange rate fluctuations between the disposition date and the settlement date.

Gain or loss realised upon the sale, exchange, retirement or other taxable disposition of a foreign currency Note that is attributable to fluctuation in currency exchange rates will be ordinary income or loss which will not be treated as interest income or expense. Gain or loss attributable to fluctuations in exchange rates will equal the difference between (i) the U.S. dollar value of the foreign currency purchase price of the Note, determined on the date the Note is disposed of, and (ii) the U.S. dollar value of the foreign currency purchase price of the Note, determined on the date the U.S. Holder acquired the Note (adjusted, in each case, for any amortised bond premium that has been taken into account prior to the date of the sale, exchange or retirement). Payments received that are attributable to accrued interest will be treated in accordance with the rules applicable to payments of interest on foreign currency Notes described above. The foreign currency gain or loss will be recognised only to the extent of the total gain or loss realised by the Noteholder on the sale, exchange, retirement or other taxable disposition of the foreign currency Note. The source of the foreign currency gain or loss will be determined by reference to the residence of the Noteholder or the "qualified business unit" of the Noteholder on whose books the Note is properly reflected. Any gain or loss realised by these Noteholders in excess of the foreign currency gain or loss will be capital gain or loss except that any gain will be treated as ordinary income to the extent of any accrued market discount or, in the case of a short term Note, to the extent of any discount not previously included in the Noteholder's income. Noteholders should consult their tax advisors with respect to the tax consequences of receiving payments in a currency different from the currency in which payments with respect to such Note accrue.

Backup Withholding and Information Reporting

Information returns may be filed with the IRS in connection with payments on the Notes (including any accrued OID) and the proceeds from a sale or other disposition of the Notes. A U.S. Holder may be subject to U.S. backup withholding on these payments if it fails to provide its tax identification number to the paying agent and comply with certain certification procedures or otherwise establish an exemption from backup withholding. Backup withholding is not an additional tax. The amount of any backup withholding from a payment to a U.S. Holder may be allowed as a credit against the Noteholder's U.S. federal income tax liability and may entitle them to a refund, *provided* that the required information is timely furnished to the IRS.

Other Reporting Requirements

A U.S. taxpayer that participates in a "reportable transaction" will be required to disclose its participation to the IRS by attaching Form 8886 to their tax returns and retaining a copy of all documents and records relating to the transaction. The scope and application of these rules is not entirely clear and whether an investment in a Note constitutes a "reportable transaction" for any holder depends on the holder's particular circumstances. For example, a U.S. Holder may be required to treat a foreign currency exchange loss from the Notes as a reportable transaction if the loss exceeds certain thresholds. In the event the acquisition, ownership or disposition of Notes constitutes participation in a "reportable transaction" for purposes of these rules, a U.S. Holder will be required to disclose its investment by filing Form 8886 with the IRS. Prospective purchasers should consult their tax advisors regarding the application of these rules to the acquisition, ownership or disposition of Notes and should be aware that we (or other participants in the transaction) may determine that the investor list maintenance requirement applies to the transaction and comply accordingly with this requirement.

Certain U.S. Holders who are individuals (which may include certain entities treated as individuals for these purposes) are required to report information relating to an interest in the Notes, subject to certain exceptions (including an exception for Notes held in accounts maintained by certain financial institutions). U.S. Holders should consult their tax advisors regarding the effect, if any, of this legislation on their ownership and disposition of the Notes.

Foreign Account Tax Compliance Act

Pursuant to Sections 1471 through 1474 of the Code, the Treasury Regulations promulgated thereunder, guidance issued by the IRS, and intergovernmental agreements ("**IGA**") between the United States and certain foreign governments (provisions commonly known as "**FATCA**") and subject to the proposed regulations discussed below, the Issuer, and other non-U.S. financial institutions through which payments on the Notes are made, may be required to withhold tax on all, or a portion of, "foreign passthru payments" made after the date of publication of final regulations defining the term "foreign passthru payment." A "passthru payment" is generally defined as any "withholdable payment" under FATCA, or other payment to the extent attributable to a withholdable payment. FATCA withholding by the Issuer and other non-U.S. financial institutions through which payments on the Notes are made may be required, among others, where (i) the Issuer or such other non-U.S. financial institution is a foreign financial institution ("**FFI**") that agrees to provide certain information on its account holders to the IRS (making the Issuer or such other non-U.S. financial institution a "participating FFI") and (ii)(a) the payee itself is an FFI but is not a participating FFI or does not provide information sufficient for the relevant participating FFI to determine whether the payee is subject to withholding under FATCA or (b) the payee is not a participating FFI and is not otherwise exempt from FATCA withholding or (c) the payee is a recalcitrant account holder. Obligations issued on or prior to the date that is six months after the date of publication of final U.S. Treasury Regulations in the U.S. Federal Register defining the term "foreign passthru payment" generally would be "grandfathered" and FATCA should not apply unless the obligation is materially modified after such date., but under proposed regulations, such withholding would not be required before the date that is two years after the date of publication of final regulations in the U.S. Federal Register defining the term "foreign passthru payment". Notwithstanding anything herein to the contrary, if an amount of, or in respect of, withholding tax were to be deducted or withheld from interest, principal or other payments on the Notes as a result of FATCA, neither the Issuer nor any other person would, pursuant to terms of the Notes, be required to pay any additional amounts as a result of the deduction or withholding of such tax. **THE RULES GOVERNING FATCA ARE EXTREMELY COMPLICATED. INVESTORS SHOULD CONSULT THEIR TAX ADVISORS TO DETERMINE WHETHER THESE RULES MAY APPLY TO PAYMENTS THEY WILL RECEIVE UNDER THE NOTES.**

THE U.S. FEDERAL INCOME TAX DISCUSSION SET FORTH ABOVE IS INCLUDED FOR GENERAL INFORMATION ONLY AND MAY NOT BE APPLICABLE DEPENDING UPON A NOTEHOLDER'S PARTICULAR SITUATION. NOTEHOLDERS SHOULD CONSULT THEIR TAX ADVISORS WITH RESPECT TO THE TAX CONSEQUENCES TO THEM OF THE OWNERSHIP AND DISPOSITION OF THE NOTES, INCLUDING THE TAX CONSEQUENCES UNDER STATE, LOCAL, FOREIGN AND OTHER TAX LAWS AND THE POSSIBLE EFFECTS OF CHANGES IN U.S. FEDERAL OR OTHER TAX LAWS.

Dutch Taxation Considerations

General

This Dutch Taxation Considerations section is intended as general information only and it does not present any comprehensive or complete description of all aspects of Dutch tax law which could be of relevance to a Noteholder. Tax matters are complex, and the tax consequences of the issuance of the Notes to a particular Noteholder will depend in part on such holder's circumstances. Accordingly, a holder is urged to consult their own tax advisor for a full understanding of the tax consequences of the issuance of the Notes to them, including the applicability and effect of Dutch tax laws. For Dutch tax purposes, a Noteholder may include an individual who or an entity that does not have the legal title of the Notes, but to whom nevertheless the Notes are attributed, based either on such individual or entity owning a beneficial interest in the Notes or based on specific statutory provisions. These include statutory provisions pursuant to which Notes are attributed to an individual who is, or who has directly or indirectly inherited from a person who was, the settlor, grantor or similar originator of a trust, foundation or similar entity that holds the Notes.

This paragraph is based on Dutch tax law as applied and interpreted by Dutch tax courts and as published and in effect on the date hereof, without prejudice to any amendments introduced at a later date and implemented with or without retroactive effect.

For the purpose of this paragraph, "**Dutch Taxes**" shall mean taxes of whatever nature levied by or on behalf of the Netherlands or any of its subdivisions or taxing authorities. The Netherlands means the part of the Kingdom of the Netherlands located in Europe.

The statements below are based on the assumption that the Final Terms of any Series of Notes will not materially deviate from the Terms and Conditions as described in this Base Offering Memorandum, in particular with regard to the status and ranking of the Notes.

Withholding Tax

Any payments made under the Notes may - except in very specific cases as described below - be made free of withholding or deduction of, for or on account of, any Dutch Taxes, provided that the Notes will not be issued under such terms and conditions that the Notes actually function as equity of the Issuer within the meaning of section 10 subsection 1 under d of the Dutch Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*).

Dutch withholding tax may apply on certain (deemed) interest due and payable to an affiliated (*gelieerde*) entity of the Issuer if such entity (i) is considered to be resident of a jurisdiction that is listed in the yearly 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 of 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 (hybrid mismatch), or (v) is not treated as resident in any jurisdiction (also a hybrid mismatch), all within the meaning of the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*). Provided that no payments of interest are made by the Issuer under a Note to an entity affiliated to the Issuer that meets one of the conditions as stated under (i) – (v) above, payments of interest made by the Issuer under a Note shall not become subject to withholding tax on the basis of the Withholding Tax Act 2021 (*Wet bronbelasting 2021*).

Taxes on income and capital gains

This section does not describe the possible Dutch tax considerations or consequences that may be relevant to a Noteholder:

(i) who has a (fictitious) substantial interest (*aanmerkelijk belang*) in the Issuer within the meaning of chapter 4 of the Dutch Income Tax Act 2001 (*Wet op de inkomstenbelasting 2001*);

(ii) who is an individual and for who the income or capital gains derived from the Notes are attributable to employment activities, the income from which is taxable in the Netherlands;

(iii) that is an entity which is, pursuant to the Dutch Corporate income tax act 1969 (*Wet op de vennootschapsbelasting 1969,* "**CITA**"), not subject to Dutch corporate income tax or are in full or in part exempt from Dutch corporate income tax (such as pension funds);

(iv) that is an investment institution (*beleggingsinstelling*) as described in article 6a or 28 CITA; or

(v) that is an entity resident in Aruba, Curaçao or Sint Maarten which carries on an enterprise on Bonaire, Sint Eustatius or Saba through a permanent establishment (*vaste inrichting*) or permanent representative (*vaste vertegenwoordiger*) on Bonaire, Sint Eustatius or Saba to which permanent establishment, or permanent representative, the Notes are attributable.

Residents in the Netherlands

The description of certain Dutch tax consequences in this paragraph is only intended for the following Noteholders:

(i) individuals who are resident or deemed to be resident in the Netherlands for Dutch income tax purposes ("**Dutch Individuals**"); and

(ii) entities that are subject to the CITA and are resident or deemed to be resident in The Netherlands for Dutch corporate income tax purposes, ("**Dutch Corporate Entities**").

Dutch Individuals engaged or deemed to be engaged in an enterprise or in miscellaneous activities

Dutch Individuals are generally subject to income tax at statutory progressive rates with a maximum of 49.50 per cent. (2021) with respect to any benefits derived or deemed to be derived from the Notes (including any capital gains realised on the disposal thereof) that are either attributable to an enterprise from which a Dutch Individual derives profits, whether as an entrepreneur (*ondernemer*) or pursuant to a co-entitlement to the net worth of such enterprise (other than as an entrepreneur or a shareholder), or attributable to miscellaneous activities (*resultaat uit overige werkzaamheden*), including, without limitation, activities which are beyond the scope of active portfolio investment activities.

Dutch Individuals not engaged or deemed to be engaged in an enterprise or in miscellaneous activities

Generally, a Dutch Individual who holds Notes (i) that are not attributable to an enterprise from which he derives profits as an entrepreneur or pursuant to a co-entitlement to the net worth of such enterprise other than as an entrepreneur or a shareholder, and (ii) from which he derives benefits which are not taxable as benefits from miscellaneous activities, will be subject annually to an income tax imposed on a fictitious yield on such Notes. The Notes held by such Dutch Individual will be taxed under the regime for savings and investments (*inkomen uit sparen en beleggen*). Irrespective of the actual income or capital gains realised, the annual taxable benefit of all the assets and liabilities of a Dutch Individual that are taxed under this regime, including the Notes, is set at a deemed return. The deemed return is between 1.898 per cent. and 5.69 per cent. per annum (2021). The applicable deemed return depends on the fair market value of such Dutch individual's net investments assets for the year reduced by the liabilities and by certain allowances and measured, in general, at the beginning of every calendar year. The tax rate under the regime for savings and investments is a flat rate of 31 per cent. (2021).

Dutch Corporate Entities

Dutch Corporate Entities are generally subject to corporate income tax at the statutory rate of 25 per cent. (2021) with respect to any benefits derived or deemed to be derived (including any capital gains realised on the disposal thereof) on the Notes. A reduced rate of 15 per cent. applies to the first EUR 245,000 of taxable profits (2021).

Non-residents in the Netherlands

A Noteholder who is not a Dutch Individual and that is not a Dutch Corporate Entity will generally not be subject to any Dutch Taxes on income or capital gains in respect of the ownership and disposal of the Notes, except if:

(i) the Noteholder, whether an individual or not, derives profits from an enterprise, whether as an entrepreneur or pursuant to a co-entitlement to the net worth of such enterprise other than as an entrepreneur or a shareholder, which enterprise is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands, to which the Notes are attributable;

(ii) the Noteholder is an individual and derives benefits from miscellaneous activities carried out in the Netherlands in respect of the Notes, including (without limitation) activities which are beyond the scope of active portfolio investment activities;

(iii) the Noteholder is not an individual and is, other than by way of securities, entitled to a share in the profits of an enterprise or a co-entitlement to the net worth of an enterprise which enterprise is effectively managed in the Netherlands and to which enterprise the Notes are attributable; or

(iv) the Noteholder is an individual and is, other than by way of securities, entitled to a share in the profits of an enterprise, that is effectively managed in the Netherlands and to which enterprise the Notes are attributable.

Gift and Inheritance Tax

No Dutch gift tax or inheritance tax is due in respect of any gift of the Notes by, or inheritance of the Notes on the death of, a Noteholder, except if:

(i) at the time of the gift or death of the Noteholder, the Noteholder is resident, or is deemed to be resident, in the Netherlands;

(ii) the Noteholder passes away within 180 days after the date of the gift of the Notes and is not, or not deemed to be, at the time of the gift, but is, or deemed to be, at the time of his death, resident in the Netherlands; or

(iii) the gift of the Notes is made under a condition precedent and the Noteholder is resident, or is deemed to be resident, in the Netherlands at the time the condition is fulfilled.

For purposes of Dutch gift and inheritance tax, an individual who is of Dutch nationality will be deemed to be resident in the Netherlands if he has been resident in the Netherlands at any time during the ten years preceding the date of the gift or his death. For purposes of Dutch gift tax, any individual, irrespective of his nationality, will be deemed to be resident in the Netherlands if he has been resident in the Netherlands at any time during the 12 months preceding the date of the gift.

Other Taxes and Duties

No other Dutch turnover tax, transfer tax or taxes of a documentary nature, such as capital tax, stamp or registration tax or duty, are payable by or on behalf of a Noteholder by reason only of the issue, acquisition or transfer of the Notes.

CERTAIN ERISA CONSIDERATIONS

The following is a summary of certain considerations associated with the purchase of the Notes by (i) employee benefit plans (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**")) subject to Title I of ERISA, (ii) plans, accounts and other arrangements that are subject to Section 4975 of the Code (each of (i)-(ii), a "**Plan**"), (iii) persons and entities whose underlying assets include, or are deemed to include, "plan assets" by reason of a Plan's investment in the person or entity under the U.S. Department of Labor (the "**DOL**") regulation at 29 C.F.R. § 2510.3-101 (as modified by Section 3(42) of ERISA) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code (together with Plans, "**Benefit Plan Investors**") and (iv) plans or other arrangements not subject to the foregoing but which are subject to any federal, state, local, non-U.S. or other laws or regulations that are substantially similar to the fiduciary responsibility and prohibited transaction provisions of Title I of ERISA or Section 4975 of the Code ("**Similar Laws**").

General Fiduciary Matters

ERISA and the Code impose certain duties on persons who are fiduciaries of a Benefit Plan Investor and prohibit certain transactions involving the assets of a Benefit Plan Investor and its fiduciaries or other interested parties. Under ERISA and the Code, any person who exercises any discretionary authority or control over the administration of such a Benefit Plan Investor or the management or disposition of the assets of such a Benefit Plan Investor, or who renders investment advice for a fee or other compensation to such a Benefit Plan Investor, is generally considered to be a fiduciary of the Benefit Plan Investor ("**Plan Fiduciary**").

In considering an investment in the Notes, a Plan Fiduciary should consult with its counsel in order to determine the suitability of the Notes for the Benefit Plan Investor, including whether the investment is in accordance with the documents and instruments governing the Benefit Plan Investor and the applicable provisions of ERISA, the Code or any Similar Law and the need for, and the availability, if necessary, of any exemptive relief under any such laws or regulations. In addition, the Plan Fiduciary should consult with its counsel in order to determine if the investment satisfies its duties to the Benefit Plan Investor including, without limitation, the prudence, diversification, delegation of control and prohibited transaction provisions of ERISA, the Code and any other applicable Similar Laws.

Each Benefit Plan Investor should consider the fact that none of the Issuer, the Arrangers, the Dealers, the Agents, the Trustee or any of their respective affiliates (the "**Transaction Parties**") is acting, or will act, as a fiduciary to any Benefit Plan Investor with respect to the decision to purchase or hold the Notes. The Transaction Parties are not undertaking to provide impartial investment advice or advice based on any particular investment need, or to give advice in a fiduciary capacity, with respect to the decision to purchase or hold the Notes. All communications, correspondence and materials from the Transaction Parties with respect to the Notes are intended to be general in nature and are not directed at any specific purchaser of the Notes, and do not constitute advice regarding the advisability of investment in the Notes for any specific purchaser. The decision to purchase and hold the Notes must be made solely by each prospective Benefit Plan Investor purchaser on an arm's length basis.

Prohibited Transaction Issues

Section 406 of ERISA and Section 4975 of the Code prohibit Benefit Plan Investors from engaging in certain transactions involving plan assets with persons or entities who are "parties in interest," within the meaning of ERISA, or "disqualified persons," within the meaning of Section 4975 of the Code, unless a statutory or administrative exemption is applicable to the transaction. A party in interest or disqualified person who engages in a non-exempt prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and the Code. In addition, the fiduciary of the Benefit Plan Investor that engaged in such a non-exempt prohibited transaction may be subject to penalties and liabilities under ERISA and the Code. The acquisition and/or holding of Notes by a Benefit Plan Investor with respect to which a Transaction Party is considered a party in interest or disqualified person may constitute or result in a direct or indirect prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code, unless the investment is acquired and is held in accordance with an applicable statutory, class or individual prohibited transaction exemption. In this regard, certain exemptions from the prohibited transaction rules could be applicable to the purchase and holding of Notes by a Plan, depending on the type and circumstances of the fiduciary making the decision to acquire such Notes and the relationship of the party in interest or disqualified person to the Plan. Included among these exemptions are Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code (respecting the purchase and sale of securities and related lending transactions between a Benefit Plan Investor and certain service providers to such Benefit Plan Investor, provided that neither any such service provider nor its affiliates has or exercises any

discretionary authority or control or renders any investment advice with respect to the assets of any Benefit Plan Investor involved in the transaction (in other words, not a fiduciary) and provided further that the Benefit Plan Investor pays no more than, and receives no less than, adequate consideration in connection with the transaction). In addition, the United States Department of Labor has issued prohibited transaction class exemptions ("**PTCEs**") that may apply to the acquisition and holding of the Notes. These class exemptions (as may be amended from time to time) include, without limitation, PTCE 84-14 (respecting transactions effected by independent "qualified professional asset managers"), PTCE 90-1 (respecting insurance company pooled separate accounts), PTCE 91-38 (respecting bank collective investment funds), PTCE 95-60 (respecting life insurance company general accounts) and PTCE 96-23 (respecting transactions directed by in-house asset managers).

Each of these PTCEs contains conditions and limitations on its application. Thus, the fiduciaries of a Plan that is considering acquiring and/or holding the Notes in reliance of any of these, or any other, PTCEs should carefully review the conditions and limitations of the PTCE and consult with their counsel to confirm that it is applicable. There can be no, and we do not provide any, assurance that any PTCE or any other exemption will be available with respect to any particular transaction involving the notes.

Because of the foregoing, the Notes should not be purchased or held by any person investing "plan assets" of any Plan, unless such purchase and holding (i) are entitled to exemption relief from the prohibited transaction provisions of ERISA and the Code and are otherwise permissible under all applicable Similar Laws or (ii) would not otherwise constitute a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or any similar violation of applicable Similar Laws.

The foregoing discussion is general in nature and is not intended to be all-inclusive, nor should it be construed as legal advice. Due to the complexity of these rules and the excise taxes, penalties and liabilities that may be imposed upon persons involved in non-exempt prohibited transactions, it is particularly important that fiduciaries or other persons considering acquiring the Notes on behalf of, or with the assets of, any Plan, consult with their counsel regarding the suitability of an acquisition of the Notes in light of such prospective purchaser's particular circumstances, potential applicability of ERISA, Section 4975 of the Code and any Similar Laws to such investments and whether an exemption would be applicable to the purchase and holding of the Notes. The sale of a Note to a Plan is in no respect a representation by any Transaction Party or any of their respective representatives that such an investment meets all relevant legal requirements with respect to investments by any such Plan or that such investment is appropriate for any such Plan.

Representation

Accordingly, by acceptance of a Note, or any interest therein, each purchaser and subsequent transferee will be deemed to have represented and warranted that (1) either (A) it is not, and it is not acting on behalf of (and for so long as it holds such Notes or any interest therein will not be, and will not be acting on behalf of), a Benefit Plan Investor, or a plan or other arrangement that is subject to Similar Laws, and no portion of the assets used or to be used by it to acquire or hold such Notes or any interest therein constitutes the assets of a Benefit Plan Investor; or (B)(i) the purchase and holding of the Notes or any interest therein by it will not constitute a nonexempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, or similar violation under any applicable Similar Laws, and (ii) none of the Transaction Parties is or is acting as a fiduciary to any Benefit Plan Investor with respect to the decision to purchase or hold the Notes or has provided any advice that is intended to be impartial investment advice or that has formed a primary basis for any investment or other decision by or on behalf of the acquirer or holder in connection with such Notes and the transactions contemplated with respect to such Notes, and (2) it will not sell or otherwise transfer such Notes or any interest therein otherwise than to a purchaser or transferee that is deemed to make these same representations, warranties and agreements with respect to its purchase, holding and disposition of such Note or any interest therein.

CERTAIN INSOLVENCY LAW CONSIDERATIONS

The following is a summary of certain insolvency law considerations in the Netherlands, the jurisdiction where the Issuer is organized. It is a summary only, and prospective investors should consult their own legal advisors with respect to such considerations.

The Netherlands

The Issuer has its corporate seat (*statutaire zetel*) in the Netherlands and is therefore presumed (subject to proof to the contrary) to have its "centre of main interests" in the Netherlands and it may be subject to insolvency proceedings in this jurisdiction.

There are two primary insolvency regimes under Dutch law: the first, moratorium of payments (*surseance van betaling*), is intended to facilitate the reorganization of a debtor's indebtedness and enable the debtor to continue as a going concern. The second, bankruptcy (*faillissement*), is primarily designed to liquidate and distribute the proceeds of the assets of a debtor to its creditors. Both insolvency regimes are set forth in the Dutch Bankruptcy Act. A general description of the principles of both insolvency regimes is set out below.

An application for a moratorium of payments can only be made by the debtor itself. Once the request for a moratorium of payments is filed, the Court will immediately (*dadelijk*) grant a provisional moratorium and appoint an administrator (*bewindvoerder*) and often also a supervisory judge (*rechter-commissaris*). A meeting of creditors is required to decide on the definitive moratorium. If a draft composition (*ontwerp akkoord*) is filed simultaneously with the application for moratorium of payments, the Court can order that the composition will be processed before a decision about a definitive moratorium. If the composition is accepted and subsequently confirmed by the Court (*gehomologeerd*), the provisional moratorium ends as soon as the Court's decision becomes final. The definitive moratorium will generally be granted unless a qualified minority (more than one-quarter in amount of claims held by creditors represented at the creditors' meeting or more than one-third in number of creditors represented at such creditors' meeting) of the unsecured non-preferential creditors withholds its consent. The moratorium of payments is only effective with regard to unsecured non-preferential creditors. Under Dutch law, secured and preferential creditors (including tax and social security authorities) may enforce their rights against assets of the company in a moratorium of payments to satisfy their claims as if there were no moratorium of payments. A recovery under Dutch law could, therefore, involve a sale of assets that does not reflect the going concern value of the debtor. However, the Court may order a "cooling down period" (*afkoelingsperiode*) for a maximum period of four months during which enforcement actions by secured or preferential creditors are barred. Also in a definitive moratorium of payments, a composition (*akkoord*) may be offered to creditors. A composition will generally be binding on all unsecured and non-preferential creditors if it is (i) approved by a simple majority of the meeting of the recognized and of the admitted creditors representing at least 50% of the amount of the recognized and of the admitted claims, and (ii) subsequently ratified (*gehomologeerd*) by the Court. Under certain conditions, the Court or the supervisory judge (*rechter-commissaris*) (as the case may be) may derogate from this procedure. Consequently, Dutch insolvency laws could preclude or inhibit the ability of the holders of the Notes to effect a restructuring. Interest payments that fall due after the date on which a moratorium of payments is granted cannot be claimed in a composition.

Under Dutch law, a debtor can be declared bankrupt when it has ceased to pay its debts. The bankruptcy can be requested by a creditor of a claim when there is at least one other creditor. At least one of the aforementioned claims (of the bankruptcy requesting creditor or the other creditor) needs to be due and payable. The debtor can also request the application of bankruptcy proceedings itself. During Dutch bankruptcy proceedings, the assets of a debtor are generally liquidated and the proceeds distributed to the debtor's creditors in accordance with the respective rank and priority of their claims. The general principle of Dutch bankruptcy law is the so-called *paritas creditorum* (principle of equal treatment) which means that all creditors of equal rank have an equal right to payment and that the proceeds of bankruptcy proceedings shall be distributed in proportion to the size of their claims. However, certain preferred creditors (such as the tax and social security authorities and claims incurred by the bankrupt estate) will have special rights that take priority over the rights of other creditors. The claim of a creditor may be limited depending on the date the claim becomes due and payable in accordance with its terms. Generally, claims of the holders of the Notes that are due and payable by their terms within one year of the date of the bankruptcy of the Issuer will be accelerated and become due and payable as of that date. Each of these claims will have to be submitted to the bankruptcy to be verified. "Verification" under Dutch law means that the bankruptcy trustee determines the value of the claim and whether and to what extent it will be admitted in the bankruptcy proceedings to the purpose of the distribution of the proceeds. The valuation of claims that would not have been payable within one year from the date of the bankruptcy may be based on a net present value analysis. Interest payments that fall due after the date of the bankruptcy cannot be verified. The existence, value and ranking

of any claims submitted by the holders of the Notes may be challenged in the Dutch bankruptcy proceedings. Generally, in a creditors' meeting (*verificatievergadering*), the receiver, the insolvent debtor and all provisionally verified creditors may dispute the verification of claims of other creditors. Creditors whose claims or value thereof are disputed in the creditors meeting may be referred to separate Court proceedings (*renvooiprocedure*). Such renvooiprocedures could also cause payments to the holders of the Notes to be delayed compared with holders of undisputed claims. As in moratorium of payments proceedings, in a bankruptcy a composition may be offered to creditors, which shall in general be binding on unsecured non-preferential creditors if (i) it is approved by a simple majority of the meeting of unsecured non-preferential creditors, with admitted and provisionally admitted claims representing at least 50% of the total amount of the admitted and provisionally admitted unsecured non preferential claims, and (ii) subsequently ratified (*gehomologeerd*) by the Court. Under certain conditions, the supervisory judge (*rechter-commissaris*) may derogate from this procedure. The Dutch Bankruptcy Act does not in itself recognize the concept of classes of creditors. Remaining amounts, if any, after satisfaction of the secured and the preferential creditors are distributed among the unsecured non-preferential creditors, who will, in principle, be satisfied on a pro rata basis. Contractual subordination will be given effect in Dutch insolvency proceedings. However, the actual effect depends largely on the way such subordination is construed. In exceptional circumstances, a compulsory plan of composition may limit the contractual subordination.

Secured creditors which have a right in rem (*goederenrechtelijke rechten*) may enforce their rights against assets of the debtor to satisfy their claims under a Dutch bankruptcy as if there is no bankruptcy. As in moratorium of payments proceedings, the Court may order a "cooling down period" (*afkoelingsperiode*) for a maximum of four months during which enforcement actions by secured creditors are barred unless such creditors have obtained leave for enforcement from the supervisory judge. The bankruptcy trustee may force a secured creditor to realize its security right by giving the creditor notice to do so within a reasonable time. A failure to take recourse by the creditor will result in the creditor forfeiting its rights to enforce its security rights, albeit that its claim shall continue to be preferred. However, in such an event the creditor must contribute to costs of the bankruptcy which may be considerable. Any excess proceeds of enforcement and for which there is no valid security right must be returned to the bankruptcy estate and may not be off set to any unsecured claims against the debtor.

Moreover, to the extent that Dutch law applies, a legal act performed by a debtor can be challenged in an insolvency proceeding or otherwise and may be nullified by any of its creditors or its bankruptcy trustee, if (i) it performed such acts without an obligation to do so (*onverplicht*), (ii) generally the creditor concerned or, in the case of its bankruptcy, any creditor was prejudiced as a consequence of the act, and (iii) at the time the act was performed both it and (unless the act was for no consideration (*om niet*)) the party with or towards which it acted, knew or should have known that one or more of its creditors (existing or future) would be prejudiced. In addition, in the case of such a bankruptcy, the bankruptcy trustee may nullify the debtor's performance of any due and payable obligation if (i) the payee (*hij die betaling ontving*) knew that a request for bankruptcy had been filed at the moment of payment, or (ii) the performance of the obligation was the result of a consultation between the debtor and the payee with a view to give preference to the latter over the debtor's other creditors.

Under Dutch law, as soon as a debtor is declared bankrupt, all pending executions of judgments against such debtor, as well as all attachments on the debtor's assets, will be terminated by operation of law. Simultaneously with the opening of the bankruptcy, a Dutch bankruptcy trustee will be appointed. The proceeds resulting from the liquidation of the bankrupt estate may not be sufficient to satisfy unsecured creditors after the secured and the preferential creditors have been satisfied. Litigation pending on the date of the bankruptcy order is automatically stayed. Foreign creditors are, in general, not treated different from creditors that are incorporated or residing in the Netherlands.

The Act on Court Confirmation of Extrajudicial Restructuring Plans (*Wet homologatie onderhands akkoord*, "WHOA") entered into force on 1 January 2021 and implements an out-of-court restructuring instrument enabling companies in financial distress to restructure their debts without the need to initiate formal insolvency procedures (such as bankruptcy or suspension of payments).

Under the WHOA, a restructuring plan (*onderhands akkoord*) can be proposed by a debtor who foresees that it will not be able to continue paying its due and payable debts (the debts as they fall due). This pre-insolvency test entails that, although the debtor can still fulfil its current payment obligations, it is the reasonable expectation that, without a restructuring of the debtor's debts, the avoidance of a bankruptcy will not be realistic. Under such circumstances, the debtor or a court appointed restructuring specialist (*herstructureringsdeskundige*) may offer a restructuring plan to the debtor's creditors and shareholders. The debtor, creditors, shareholders or the works council of the debtor can request the appointment of a restructuring specialist. A restructuring plan could propose an amendment or discharge of the rights and claims of all creditors and shareholders involved. It is at the debtor's (or restructuring specialist's) discretion to decide to which (secured) creditors or shareholders he offers a

restructuring plan and how he envisages to amend such creditor's or shareholder's rights and obligations against the debtor. The debtor (or restructuring specialist) furthermore, is required to divide creditors and shareholders into separate classes (i) if there are substantial differences between the rights of the relevant creditors and shareholders under the restructuring plan and (ii) if such creditors and shareholders would have a different ranking or substantially different rights in the context of the liquidation of the assets of the debtor after having been declared bankrupt (e.g. secured creditors and unsecured creditors should fall in different classes and senior creditors should be distinguished from subordinated creditors). A creditor could be part of more than one class of creditors, depending on the nature of its claim(s).

Once approved and confirmed by the relevant percentage of creditors or shareholders and the court, the restructuring plan will be binding on all creditors and shareholders involved in the restructuring plan. Subject to certain safeguards, creditors and shareholders who have voted against the restructuring plan could be (cross-) crammed down and thus also be bound by the restructuring plan. As a result of the implementation of the WHOA, claims against the Issuer can, *inter alia*, be discharged or extended as a result of a restructuring plan if at least one of the classes of creditors that in bankruptcy would be fully or partially paid voted in favour of such a plan and the court subsequently approves the plan to avoid the Issuer's insolvency.

The preparation and offering of a restructuring plan, the appointment of a restructuring specialist and any events and acts connected therewith or necessary will in itself not form a ground to (i) change any rights or obligations of the debtor (and would therefore also not constitute an event of default under the Notes), (ii) suspend performance of any obligation against the debtor or (iii) terminate any agreement with the debtor. If a debtor is in default of its obligations prior to a cooling-off period being declared in the context of restructuring proceedings (which may last up to four months and which cooling-off period can be extended, provided that the total cooling-off period cannot be longer than eight months), the aforementioned applies as well during the cooling-off period in relation to the relevant obligations provided that sufficient security has been provided for the performance of the debtor's obligations during the cooling-off period.

The European Union

The Issuer is incorporated and organized under the laws of a Member State of the European Union.

Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (the "**Recast EU Insolvency Regulation**") applies to insolvencies which commence after 26 June 2017 (subject to certain exceptions). Pursuant to Article 3(1) of the Recast EU Insolvency Regulation, the court which shall have jurisdiction to open insolvency proceedings in relation to a company is the court of the Member State (other than Denmark) where the company concerned has its "centre of main interests." The determination of where any such company has its "centre of main interests" is a question of fact on which the courts of the different Member States may have differing and conflicting views. "Centre of main interests" will be determined at the time the request to open the relevant insolvency proceedings is made (where a court is involved).

Although there is a rebuttable presumption under the Recast EU Insolvency Regulation that any such company has its "centre of main interests" in the Member State in which it has its registered office, this presumption shall only apply if the registered office has not been moved to another Member State within the three-month period prior to the request for the opening of insolvency proceedings. The Recast EU Insolvency Regulation also states that the "centre of main interests" of a debtor should correspond to the place where the debtor conducts the administration of its interests on a regular basis and which is ascertainable by third parties. In that respect, factors such as where board meetings are held, the location where the company conducts the majority of its business and the perception of the company's creditors as regards the centre of the company's business operations may all be relevant in the determination of the place where the company has its "centre of main interests."

If the "centre of main interests" of a company is located in a Member State (other than Denmark), the main insolvency proceedings in respect of the company under the Recast EU Insolvency Regulation would be commenced in such jurisdiction and, accordingly, a court in such jurisdiction would be entitled to commence the types of insolvency proceedings referred to in Annex A to the Recast EU Insolvency Regulation. Insolvency proceedings opened in one Member State (other than Denmark) under the Recast EU Insolvency Regulation are to be recognized in the other Member States (other than Denmark), although secondary and territorial proceedings may be opened in another Member State (other than Denmark). If the "centre of main interests" of a debtor is in one Member State (other than Denmark), under the Recast EU Insolvency Regulation, the courts of another Member State (other than Denmark) have jurisdiction to open secondary and territorial proceedings only in the event that such debtor has an "establishment" (in the meaning of the Recast EU Insolvency Regulation) in the territory of such other Member State. If the company does not have an establishment in any other Member State

(other than Denmark), no court of any other Member State has jurisdiction to open secondary and territorial proceedings in respect of such company under the Recast EU Insolvency Regulation. Secondary proceedings may be any insolvency proceeding listed in Annex A of the Recast EU Insolvency Regulation and, for the avoidance of doubt, are not limited to winding-up proceedings. Territorial proceedings are, in effect, secondary proceedings which are commenced prior to the opening of main insolvency proceedings and which will usually convert to secondary proceedings on the opening of the main proceedings. The effects of such secondary and territorial proceedings are restricted to the assets of the debtor situated in the territory of such other Member State.

Territorial insolvency proceedings may only be opened in another Member State (other than Denmark) where the company has an establishment and either: (a) insolvency proceedings cannot be opened in the Member State in which the company's "centre of main interests" is situated under that Member State's law; or (b) the territorial insolvency proceedings are opened at the request of (i) a creditor whose claim arises from or is in connection with the operation of an establishment situated within the territory of the Member State where the opening of territorial proceedings is requested, or (ii) a public authority which, under the law of the Member State within the territory of which the establishment is situated, has the right to request the opening of insolvency proceedings.

Irrespective of whether the insolvency proceedings are main or secondary insolvency proceedings, such proceedings will, subject to certain exemptions, be governed by the *lex fori concursus*, that is, the local insolvency law of the court that has assumed jurisdiction for the insolvency proceedings of the debtor.

The courts of all Member States (other than Denmark) must recognise the judgment of the court opening main proceedings and give the same effect to the order in the other relevant Member States so long as no secondary insolvency proceedings or territorial insolvency proceedings have been opened there. Pursuant to Article 21 of the Recast EU Insolvency Regulation, the insolvency officeholder appointed by the court in the Member State which has jurisdiction to commence main proceedings may exercise the powers conferred on him by the law of that Member State in another Member State (other than Denmark) (such as to remove assets of the company from that other Member State). These powers are subject to certain limitations (e.g. the powers are available provided that no insolvency proceedings have been opened in that other Member State nor any preservation measure to the contrary has been taken there further to a request to open insolvency proceedings in that other Member State where the company has assets). In order to avoid the opening of secondary proceedings, the insolvency practitioner in the main proceedings may also give a unilateral undertaking in respect of the assets located in the Member State in which secondary proceedings could be opened that, when distributing assets or realisation proceeds, it will comply with the distribution and priority rights under national law that creditors would have if secondary proceedings were opened in that Member State. This, however, is subject to a "qualified majority" (as defined under national law) of known local creditors approving the undertaking. The law applicable to the distribution of proceeds and ranking of claims is also the law of the state where secondary proceedings are opened.

In addition, the concept of "group coordination proceedings" has been introduced in the Recast EU Insolvency Regulation with the aim of bolstering communication and efficiency in the insolvency of several members of a group of companies. Under Article 61 of the Recast EU Insolvency Regulation, group coordination proceedings may be requested before any court having jurisdiction over the insolvency proceedings of a member of the group, by an insolvency practitioner appointed in insolvency proceedings opened in relation to a member of the group. Participation in group coordination proceedings and adherence to the coordinating insolvency practitioner's recommendations or plan, however, is voluntary. In the event that the Issuer experiences financial difficulty, it is not possible to predict with certainty in which jurisdiction or jurisdictions insolvency or similar proceedings would be commenced, or the outcome of such proceedings. Applicable insolvency laws may affect the enforceability of the obligations of the Issuer.

It still remains to be seen what the impact is on the regulatory environment in the EU and the United Kingdom and on the applicability of EU law in the United Kingdom now that the United Kingdom has left the EU. It may be harder for UK office holders and UK restructuring and insolvency proceedings to be recognised in Member States and to effectively deal with assets located in Member States. Much depends upon the private international rules in the particular Member State and the need may well arise to open parallel proceedings, increasing the element of risk. In particular in cases where the appointment of a UK office holder has been made in reliance on a UK domestic approach rather than the "centre of main interests" rules, it is much less certain that there will be recognition in the relevant Member State.

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The consolidated statements of financial position of VEON Ltd. and its subsidiaries as of 31 December 2020 and 2019, and the related consolidated income statement, statements of comprehensive income, of changes in equity and of cash flows for each of the three years in the period ended 31 December 2020, including the related notes, included in the Company's Annual Report on Form 20-F for the year ended 31 December 2020 incorporated by reference in this Base Offering Memorandum and the effectiveness of the Company's internal control over financial reporting as of 31 December 2020, have been audited by PricewaterhouseCoopers Accountants N.V., an independent registered public accounting firm, as stated in their report incorporated by reference herein.

LEGAL MATTERS

Certain legal matters in connection with the Programme will be passed upon for the Issuer by Latham & Watkins (London) LLP as to matters of United States federal, New York state and English law and by Simmons & Simmons LLP (Amsterdam) as to matters of Dutch law. Certain legal matters in connection with the Programme will be passed upon for the Dealers and the Arrangers by Baker & McKenzie LLP as to matters of United States federal, New York state and English law and by Baker & McKenzie Amsterdam N.V. as to matters of Dutch law.

SERVICE OF PROCESS AND ENFORCEMENT OF CIVIL LIABILITIES

Service of Process

The Issuer is a private company with limited liability incorporated under Dutch law. Many of the directors, officers and other executives of the Issuer are neither residents nor citizens of England and Wales. Furthermore, most of the assets of the Issuer are located outside of England and Wales. As a result, it may not be possible for investors to effect service of process within England and Wales upon such persons or the Issuer predicated upon the civil liability provisions of the laws of England and Wales or to enforce against them or the Issuer judgments obtained in the courts of the United Kingdom despite the fact that, pursuant to the terms of the Trust Deed, the Issuer has appointed, or will appoint, an agent for the service of process in England and Wales. It may be possible for investors to effect service of process within the Netherlands or elsewhere upon those persons or the Issuer or its subsidiaries *provided that* the laws of such jurisdictions are complied with.

Enforcement of Judgments in the Netherlands

The Issuer is incorporated under Dutch law and has its registered seat in the Netherlands. None of the directors of the Issuer reside in the United States and a substantial amount of the Issuer's assets are located outside of the United States. Civil liabilities based on the securities laws of the United States may not be enforceable in the Netherlands, either in an original action or in an action to enforce a judgment obtained in U.S. courts.

The United States and the Netherlands currently do not have a treaty providing for the reciprocal recognition and enforcement of judgments, other than arbitration awards, in civil and commercial matters. Consequently, a final judgment for payment given by any court in the United States, whether or not predicated solely upon U.S. securities laws, would not be enforceable in the Netherlands. In order to obtain a judgment which is enforceable in the Netherlands, the claim must be re-litigated before a competent Dutch court. However, a final and enforceable judgment rendered by the relevant federal or state court in the United States against the Issuer with respect to its payment obligations would generally be upheld and be regarded by a Dutch court of competent jurisdiction as conclusive evidence when requested to render a judgment in accordance with that judgment by the relevant federal or state court in the United States, without substantive re-examination or re litigation of the merits of the subject matter thereof, if the Dutch court finds that (i) the jurisdiction of the relevant federal or state court in the United States is based on internationally acceptable standards, (ii) the judgment was rendered in legal proceedings that comply with the standards of the proper administration of justice that includes sufficient safeguards (*behoorlijke rechtspleging*), (iii) the recognition of that judgment does not contravene with Dutch public policy (*openbare orde*), and (iv) the judgment is not irreconcilable with a judgment of a Dutch court given between the same parties, or with an earlier judgment of a foreign court given between the same parties in a dispute involving the same cause of action and subject matter, provided that such earlier judgment fulfils the conditions necessary for it to be given effect in the Netherlands. Subject to the foregoing and provided that service of process occurs in accordance with applicable treaties, investors may be able to enforce in the Netherlands judgments in civil and commercial matters obtained from U.S. federal or state courts. However, no assurance can be given that such judgments will be enforceable.

The aforementioned paragraph also applies for the reciprocal recognition and enforcement of judgments, other than arbitration awards, in civil and commercial matters obtained in the United Kingdom. However, if an exclusive jurisdiction clause applies, a final judgment obtained by an English court against the Issuer which falls within the scope of the Convention of 30 June 2005 on Choice of Court Agreements (the "**Hague Convention on Choice of Court Agreements**") and which judgment is enforceable in the United Kingdom will be recognised and enforceable in The Netherlands without re-trial or re-examination of the merits, subject to the limitations and requirements imposed by the Hague Convention on Choice of Court Agreements and the Dutch rules of civil procedure regarding the enforcement of foreign judgments.

Any enforcement of foreign judgments in the Netherlands will be subject to the applicable rules of civil procedure in the Netherlands. A Dutch court has the authority to make an award in a foreign currency. However, enforcement against assets in the Netherlands of a judgment for a sum of money expressed in foreign currency would be executed in Dutch legal tender and the applicable rate of exchange prevailing at the date of payment.

Enforcement of obligations before a Dutch court will be subject to the degree to which the relevant obligations are enforceable under their governing law, to the nature of the remedies available in Dutch courts, the acceptance by such courts of jurisdiction, the effect of provisions imposing prescription periods and to the availability of defences such as set off (unless validly waived) and counter-claim; specific performance may not always be awarded.

According to Dutch law, a legal or natural person is upon certain conditions entitled to elect a domicile which is different from its physical or real domicile. However, the Issuer's Dutch counsel is not aware of any statutory or case law confirming that the principle referred to in the foregoing sentence also includes the ability to validly elect a domicile outside the Netherlands for service of process purposes. Therefore, the Issuer's Dutch counsel recommends that, in the event of initiating legal proceedings against a party domiciled or residing in the Netherlands, service of process is also effected upon it at its domicile or residence in the Netherlands.

LISTING AND GENERAL INFORMATION

Listing and Admission to Trading

The admission of Notes to the Official List will be expressed as a percentage of their nominal amount (excluding accrued interest). It is expected that each Tranche of Notes which is to be admitted for listing on the Official List and to trading on the Euro MTF will be admitted separately as and when issued, subject only to the issue of the Global Note representing the Notes of that Tranche. The listing of the Programme in respect of Notes to be issued under the Programme during the 12-month period from the date of this Base Offering Memorandum is expected to be granted on or around 7 September 2021.

Documents Available

For the period of 12 months following the date of this Base Offering Memorandum, physical copies of the following documents will, when published, be available, free of charge, for inspection and/or collection by Noteholders from the registered office of the Issuer, for the timing being Claude Debussylaan 88, 1082 MD, Amsterdam, the Netherlands, and from the specified office of the Principal Paying Agent, for the time being Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom:

(i) the constitutional documents of the Issuer (with an English translation thereof);

(ii) the Annual Report on Form 20-F of VEON Ltd. for the year ended 31 December 2020, including the Audited Consolidated Financial Statements;

(iii) the Report of Foreign Private Issuer on Form 6-K (No. 211221604) furnished to the SEC on 30 August 2021, including the unaudited interim condensed consolidated financial statements as of 30 June 2021 and for the six and three-month periods ended 30 June 2021 and 2020;

(iv) the most recently published audited consolidated financial statements of the Issuer, in each case together with any audit reports prepared in connection therewith;

(v) the Agency Agreement, the Trust Deed and the forms of the Global Notes and the Notes in definitive form;

(vi) a copy of this Base Offering Memorandum; and

(vii) any future base offering memoranda, information memoranda, relevant Final Terms or Drawdown Prospectus (as the case may be) and supplements to this Base Offering Memorandum and any other documents incorporated herein or therein by reference.

The English language translations of the constitutional documents of the Issuer are accurate and direct translations of the original foreign language documents. In the event of a discrepancy between the English language translation and the foreign language version, the foreign language version will prevail.

Issuer Legal Information

General

The Issuer was incorporated on 29 June 2009 as a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under Dutch law having its official seat (*statutaire zetel*) in Amsterdam, the Netherlands. The registered office of the Issuer is located at Claude Debussylaan 88, 1082 MD, Amsterdam, the Netherlands. The Issuer is registered with the Dutch Trade Register with registered number 34345993. The Issuer has a share capital of €30,099,998 comprised of 30,099,998 shares with a par value of €1 each, each being fully paid up. The Issuer's Legal Entity Identifier (LEI) is 5493000XDKGUH5NQGE22.

The update of the Programme and the issue of Notes by the Issuer have been duly authorised by a resolution of the Board of Directors of the Issuer dated 4 September 2021.

Financial Year and Accounts

The Issuer's financial year begins on January 1 and ends on December 31 of each year. The Issuer prepares and publishes annual audited financial statements and quarterly unaudited financial statements. Any future published

financial statements prepared by the Issuer will be available, during normal business hours, at the offices of each Agent.

Other

Except as disclosed in this Base Offering Memorandum:

- there has been no material adverse change in the financial position or prospects of the Issuer since 30 June 2021; and
- neither the Issuer, nor any of its subsidiaries has been involved in any litigation, administrative proceeding or arbitration relating to claims or amounts which are material in the context of the update of the Programme and the issuance of the Notes except as otherwise disclosed in this Base Offering Memorandum, and, so far as the Issuer is aware, no such litigation, administrative proceeding or arbitration is pending or threatened.

Clearing Systems

The Notes have been accepted for clearance through Euroclear and Clearstream (which are the entities in charge of keeping the records). The appropriate Common Code and ISIN for each Tranche of Notes allocated by Euroclear and Clearstream will be specified in the relevant Final Terms. In addition, the Issuer may make an application for any Notes to be accepted for trading in book entry form by DTC. The CUSIP number for each Tranche of such Notes, together with the relevant ISIN and (if applicable) Common Code, will also be specified in the relevant Final Terms. If the Notes are to clear through an additional or alternative clearing system, the appropriate information will be specified in the relevant Final Terms.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream is Clearstream Banking S.A., 42 Avenue JF Kennedy L-1885 Luxembourg. The address of DTC is 55 Water Street, New York, New York 10041, United States of America.

Conditions for Determining Price

The price and amount of Notes to be issued from time to time under the Programme will be determined by the Issuer and the relevant Dealers at the time of issue in accordance with prevailing market conditions.

Litigation

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) in the 12 months preceding the date of this Base Offering Memorandum that may have, or have in such period had, a significant effect on the Issuer's financial condition or profitability.

Independent Auditors

The independent auditors of VEON Ltd. and the Issuer are PricewaterhouseCoopers Accountants N.V. VEON Ltd.'s financial statements incorporated by reference in this Base Offering Memorandum have been audited by PricewaterhouseCoopers Accountants N.V., independent auditors, as stated in their auditor's reports incorporated by reference herein. The business address of PricewaterhouseCoopers Accountants N.V. is Thomas R. Malthusstraat 5 1066 JR Amsterdam, the Netherlands.

Websites and Web Links

The websites and/or web links referred to in this Base Offering Memorandum are included for information purposes only and the content of such websites or web links is not incorporated into, and does not form part of, this Base Offering Memorandum.

Where You Can Find More Information

We are subject to the informational requirements of the U.S. Exchange Act. Accordingly, we are required to file reports and other information with the SEC, including annual reports on Form 20-F and reports on Form 6-K. The SEC maintains an Internet website that contains reports and other information about issuers, like us, that file electronically with the SEC. The address of that website is www.sec.gov.

Each purchaser of the Notes issued under the Programme will be furnished with a copy of this Base Offering Memorandum and, to the extent provided to the Dealers by us for such purpose, any related amendments or supplements to this Base Offering Memorandum. Each person receiving this Base Offering Memorandum and any related amendments or supplements to this Base Offering Memorandum acknowledges that:

1. such person has been afforded an opportunity to request from us, and to review and has received, all additional information considered by it to be necessary to verify the accuracy and completeness of the information herein;

2. such person has not relied on the Dealers, the Arrangers or any person affiliated with the Dealers or the Arrangers in connection with its investigation of the accuracy of such information or its investment decision; and

3. except as provided pursuant to (1) above, no person has been authorised to give any information or to make any representation concerning the Notes issued under the Programme other than those contained herein and, if given or made, such other information or representation should not be relied upon as having been authorised by us or the Dealers or the Arrangers.

The Issuer has agreed that, for so long as any of the Notes remain outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, it will, during any period in which it is neither subject to Section 13 or 15(d) under the U.S. Exchange Act, nor exempt from reporting thereunder pursuant to Rule 12g3-2(b), make available to any holder or beneficial holder of a Note, or to any prospective purchaser of a Note designated by such holder or beneficial holder, the information specified in, and meeting the requirements of, Rule 144A(d)(4) under the Securities Act upon the written request of any such holder or beneficial owner. Any such request should be directed to the Issuer, c/o Investor Relations, address: Claude Debussylaan 88, 1082 MD Amsterdam, the Netherlands.

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INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM TO VEON AND THE ISSUER

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