PROSPECTUS

Swisscom Finance B.V.

(incorporated in The Netherlands as a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) with its seat (zetel) in Rotterdam, The Netherlands and registered with the trade register of the Dutch Chamber of Commerce under number 77555104)

€500,000,000 Subordinated Perpetual Fixed Rate Resettable Capital Securities guaranteed by Swisscom Ltd.

(incorporated in Switzerland with limited liability under company identification number (UID) CHE-102.753.938)

The €500,000,000 Subordinated Perpetual Fixed Rate Resettable Capital Securities (the "**Securities**") will be issued by Swisscom Finance B.V. (the "**Issuer**") on 27 August 2026 (the "**Issue Date**") and guaranteed on a subordinated basis pursuant to a guarantee issued by Swisscom Ltd. (the "**Guarantor**") of the Issuer's payment obligations under the Securities (the "**Guarantee**"). The Securities constitute direct, unsecured and subordinated obligations of the Issuer. The Securities will be perpetual securities in respect of which there is no fixed maturity date.

The Securities will, subject to increase following a Change of Control Event as described below, bear interest on their principal amount from and including the Issue Date to but excluding 27 February 2032 (the "**First Reset Date**") at a rate of 4.125 per cent. per annum, payable annually in arrear on 27 February in each year (each an "**Interest Payment Date**"). The first payment of interest, to be made on 27 February 2027, will be in respect of the period from and including the Issue Date to but excluding 27 February 2027 and will amount to €20.79. per €1,000 in principal amount of the Securities.

Unless previously redeemed, the Securities will otherwise (subject to increase in the case of a Change of Control Event, as described below) bear interest (i) from (and including) the First Reset Date to (but excluding) 27 February 2037 (the "**First Step-up Date**") at a rate per annum equal to the aggregate of 1.114 per cent. and the 5-year Swap Rate (as defined in the Terms and Conditions of the Securities, the "**Conditions**"); (ii) from (and including) the First Step-up Date to (but excluding) 27 February 2052 (the **"Second Step-up Date**") at a rate per annum equal to the aggregate of 1.364 per cent. and the 5-year Swap Rate; and (iii) from (and including) the Second Step-up Date, at a rate per annum equal to the aggregate of 2.114 per cent. and the 5-year Swap Rate, in each case for the relevant Reset Period payable annually in arrear on 27 February in each year. Upon the occurrence of a Change of Control Event, and unless the Issuer elects to redeem the Securities, the prevailing and subsequent interest rates shall be increased by an additional 5.000 per cent. per annum, as further described in the Conditions. See "*Terms and Conditions of the Securities — Interest Payments*".

The Issuer may, at its discretion, elect to defer all or part of any Interest Payment (any such deferred Interest Payment, a "**Deferred Interest Payment**") which is otherwise scheduled to be paid on an Interest Payment Date, as more particularly described in "Terms and Conditions of the Securities - Optional Interest Deferral". Any such Deferred Interest Payment shall itself bear interest at the Interest Rate prevailing from time to time (such further interest, together with the Deferred Interest Payment, being "**Deferred Interest**"). The Issuer may pay outstanding Deferred Interest, in whole or in part, at any time, and shall pay outstanding Deferred Interest on the first to occur of: (i) 10 Business Days following the occurrence of a Compulsory Payment Event; (ii) the next scheduled Interest Payment Date if the Issuer pays interest in full on the Securities on such date; and (iii) the date on which the Securities are redeemed or repaid in accordance with Condition 3, Condition 4, any paragraph of Condition 7 or Condition 12, or purchased in accordance with Condition 10.

The Securities will be redeemable, at the option of the Issuer, in whole but not in part on any Optional Par Redemption Date, on giving not less than 10 nor more than 60 days' notice, at 100 per cent. of their principal amount together with any accrued and unpaid interest up to (but excluding) the redemption date and any outstanding Deferred Interest. "Optional Par Redemption Date" means (i) any Business Day from (and including) the First Optional Par Redemption Date to (and including) the First Reset Date, and (ii) each Interest Payment Date thereafter. The Issuer may also redeem the Securities, in whole but not in part, on any Business Day other than an Optional Par Redemption Date, on giving not less than 10 nor more than 60 days' notice, at the Make-whole Redemption Amount, together with any accrued and unpaid interest up to (but excluding) the redemption date and any outstanding Deferred Interest.

If a Rating Capital Event, an Accounting Event, a Tax Deductibility Event or a Withholding Tax Event has occurred and is continuing or a Substantial Repurchase Event or a Change of Control Event has occurred, and subject to the relevant provisions of Conditions 7 and 9, the Issuer shall have the option to redeem, in whole but not in part, the Securities at (i) in the case of any redemption following a Substantial Repurchase Event, a Withholding Tax Event or a Change of Control Event, 100 per cent. of their principal amount or (ii) in the case of any redemption following a Rating Capital Event, an Accounting Event or a Tax Deductibility Event, where redemption occurs (x) before the First Optional Par Redemption Date, 101 per cent. of their principal amount or (y) on or after the First Optional Par Redemption Date, 100 per cent. of their principal amount, in each case together with any accrued and unpaid interest up to (but excluding) the redemption date (including any accrued but unpaid Deferred Interest) and as more particularly described in "*Terms and Conditions of the Securities — Redemption*". In addition, the Issuer may, if a Rating Capital Event, an Accounting Event, a Tax Deductibility Event or a Withholding Tax Event has occurred and is continuing, and subject to the provisions of Conditions 8 and 9, at any time, without the consent or approval of the Holders or Couponholders, either (i) exchange all, but not some only, of the Securities for, or (ii) vary the terms of the Securities with the effect that the Securities remain or become, as the case may be, Qualifying Securities, as more particularly described in "*Terms and Conditions of the Securities — Exchange or Variation*".

The *Commission de Surveillance du Secteur Financier* (the "**CSSF**"), as competent authority under Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (as amended, the "**Prospectus Regulation**"), has approved this Prospectus. The CSSF only has approved this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval is not to be considered as an endorsement of either the Issuer or the Guarantor or the quality of the Securities that are the subject of this Prospectus and investors should make their own assessment as to the suitability of investing in the Securities. In the context of such approval, the CSSF gives no undertaking as to the economic and financial soundness of the transaction or the quality or solvency of the Issuer or the Guarantor pursuant to Article 6(4) of Luxembourg Law of 16 July 2019 on Prospectuses for Securities (the "**Prospectus Law**").

Application will be made to the Luxembourg Stock Exchange for the Securities to be admitted to its official list (the "**Official List**") and to trading on the regulated market of the Luxembourg Stock Exchange (the "**Market**"). References in this Prospectus to the Securities being "listed" (and all related references) shall mean that the Securities have been admitted to the Official List and have been admitted to trading on the Market. The Market is a regulated market for the purposes of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments, as amended ("**MiFID II**"). This Prospectus constitutes a prospectus for the purposes of Article 6(3) of the Prospectus Regulation.

This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Securities in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Prospectus and the offering, sale and delivery of the Securities in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes, are required by the Issuer, the Guarantor, the Sole Global Coordinator and Structuring Agent and the Joint Lead Managers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Securities and on the distribution of this Prospectus and other offering material relating to the Securities, see "*Subscription and Sale*". In particular, the Securities and the Guarantee have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or with any securities regulatory authority of any state or other jurisdiction of the United States, and the Securities are subject to U.S. tax law requirements. The Securities are being offered and sold only outside the United States (see *"Subscription and Sale"* below) in reliance on Regulation S under the Securities Act ("**Regulation S**"), and may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) except pursuant to an exemption from the registration requirements of the Securities Act.

The Securities have not been, and will not be, publicly offered or admitted to trading on any trading venue in Switzerland. This Prospectus does not constitute a prospectus within the meaning of the Swiss Financial Services Act of 15 June 2018, as amended ("**FinSA**"). Neither this Prospectus nor any other marketing materials, or any offering materials, in relation to the Securities have been or will be filed with, or reviewed or approved by, a Swiss review body within the meaning of article 52 FinSA. Neither this Prospectus nor any other marketing materials, or any offering materials, in relation to the Securities may be distributed or otherwise made publicly available, except in a manner which does not require the preparation and publication of a prospectus pursuant to the FinSA.

The Securities are expected to be rated BBB- by S&P Global Ratings UK Limited ("**S&P**") and Baa2 by Moody's Investors Service Ltd ("**Moody's**"). The Guarantor has been rated A- by S&P and A2 by Moody's. Each of S&P and Moody's is established in the United Kingdom (the "**UK**") and is registered under Regulation (EC) No. 1060/2009/EC as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended, the "**EUWA**") (as amended, the "**UK CRA Regulation**"). Each of S&P and Moody's is not established in the European Economic Area (the "**EEA**") and is not registered under Regulation (EC) No. 1060/2009/EC (as amended, the "**CRA Regulation**"). Accordingly, the ratings issued by S&P and Moody's have been endorsed by S&P Global Ratings Europe Limited ("**S&P Europe**") and Moody's Deutschland GmbH ("**Moody's Europe**"), respectively, in accordance with the CRA Regulation and have not been withdrawn. Each of S&P Europe and Moody's Europe is established in the EEA and registered under the CRA Regulation. As such, each of S&P Europe and Moody's Europe is included in the list of credit rating agencies published by the European Securities and Markets Authority ("**ESMA**") on its website (at https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation). **A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.**

Amounts payable under the Securities are calculated by reference to the mid-swap rate for euro swaps with a term of five years which appears on the Reset Screen Page (as defined in the Conditions) as of 11:00 a.m. (Central European Time) on the relevant Reset Interest Determination Date (as defined in the Conditions) which is provided by ICE Benchmark Administration Limited or by reference to EURIBOR, which is provided by the European Money Markets Institute. As at the date of this Prospectus, the European Money Markets Institute and ICE Benchmark Administration Limited are included in the register (the "**Benchmarks Regulation Register**") of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of Regulation (EU) No 2016/1011, as amended (the "**Benchmarks Regulation**"). **An investment in the Securities involves certain risks. Prospective investors should have regard to the factors described under the section headed "*Risk Factors*" in this Prospectus.**

This Prospectus will be valid as a prospectus under the Prospectus Regulation for 12 months until 25 August 2027. The obligation to supplement this Prospectus in the event of significant new factors, material mistakes or material inaccuracies will not apply after the admission to trading of the Securities.

Sole Global Coordinator and Structuring Agent

Deutsche Bank

Joint Lead Managers

BBVA   BNP PARIBAS   BofA Securities

Deutsche Bank   UBS

The date of this Prospectus is 25 August 2026.

IMPORTANT NOTICES

Responsibility for this Prospectus

Each of the Issuer and the Guarantor (the "**Responsible Persons**") accepts responsibility for the information contained in this Prospectus. To the best of the knowledge of each of the Issuer and the Guarantor, the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

Other relevant information

This Prospectus is to be read in conjunction with any supplements hereto and all the documents which are incorporated herein by reference (see "*Documents Incorporated by Reference*"). Full information on the Issuer is only available on the basis of this Prospectus, together with the documents incorporated by reference.

None of Deutsche Bank Aktiengesellschaft (the "**Sole Global Coordinator and Structuring Agent**"), the Joint Lead Managers (as defined herein), BNP Paribas Trust Corporation UK Limited (the "**Trustee**") or any of their respective affiliates have independently verified the information contained herein or authorised the whole or any part of this Prospectus. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Sole Global Coordinator and Structuring Agent, the Joint Lead Managers, the Trustee or any of their respective affiliates as to the accuracy or completeness of the information contained or incorporated in this Prospectus or any other information provided by the Issuer or the Guarantor in connection with the issue and offering of the Securities or any responsibility for any acts or omissions of the Issuer or the Guarantor or any other person in connection with the issue and offering of the Securities. None of the Sole Global Coordinator and Structuring Agent, the Joint Lead Managers or the Trustee accepts any liability in relation to the information contained or incorporated by reference in this Prospectus or any other information provided by the Issuer and the Guarantor in connection with the offering of the Securities or their distribution.

No person is or has been authorised to give any information or to make any representation not contained in or not consistent with this Prospectus or any other information supplied in connection with the Securities, and any information or representation not so contained must not be relied upon as having been authorised by or on behalf of the Issuer, the Guarantor, the Sole Global Coordinator and Structuring Agent, the Joint Lead Managers and the Trustee or any of them.

Neither this Prospectus nor any other information supplied in connection with any Securities (a) is intended to provide the basis of any credit or any other evaluation or (b) should be considered as a recommendation by any Issuer, the Guarantor, the Sole Global Coordinator and Structuring Agent, the Joint Lead Managers or any of their respective affiliates (including parent companies) that any recipient of this Prospectus, or of any other information supplied in connection with any Securities, should purchase any Securities. Each investor contemplating purchasing any Securities should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer and the Guarantor.

Neither the delivery of this Prospectus nor the offering, sale or delivery of the Securities made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or the Guarantor since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer or the Guarantor since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that the information contained in it or any other information supplied in connection with the Securities is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The Securities may not be a suitable investment for all investors. Each potential investor in the Securities must determine the suitability of the investment in light of its own circumstances. In particular, each potential investor should (a) have sufficient knowledge and experience to make a meaningful evaluation of the Securities, the merits and risks of investing in the Securities and the information contained in this Prospectus or any applicable supplement; (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Securities and the impact such investment will have on its overall investment portfolio; (c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Securities, including where the currency for principal or interest payments is different from the potential investor's currency; (d) understand thoroughly the terms of the Securities (including, in particular, the perpetual nature of the Securities and the situations in which interest payments may be cancelled) and be familiar with the behaviour of any relevant indices and financial markets; (e) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks; and (f) understand the accounting, legal, regulatory and tax implications of a purchase, and the holding and disposal of an interest in the Securities.

The Securities are complex financial instruments and such instruments may be purchased by potential investors 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 the Securities unless it has the expertise (either alone or with a financial adviser) to evaluate how the Securities will perform under changing conditions, the resulting effects on the value of the Securities and the impact this investment will have on the potential investor's overall investment portfolio.

Prospective investors should also consult their own tax advisers regarding the tax consequences of purchasing, holding and disposing of the Securities.

The credit ratings assigned to the Securities may not reflect the potential impact of all risks related to the structure of the Securities, market conditions, the additional factors discussed above or other factors that may affect the value of the Securities. A credit rating is not a recommendation to buy, sell or hold Securities and may be revised, suspended or withdrawn by the relevant rating agency at any time.

OFFER RESTRICTIONS

This Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer, the Guarantor, the Sole Global Coordinator and Structuring Agent or the Joint Lead Managers to subscribe or purchase, any of the Securities. The distribution of this Prospectus and the offering of the Securities in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer, the Guarantor, the Sole Global Coordinator and Structuring Agent and the Joint Lead Managers to inform themselves about and to observe any such restrictions.

In particular, the Securities and the Guarantee 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 the Securities are subject to U.S. tax law requirements. The Securities are being offered and sold only outside the United States in reliance on Regulation S and the Securities may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) except in certain transactions exempt from the registration requirements of the Securities Act.

THE SECURITIES 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 HAS ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF ANY OFFERING OF SECURITIES OR THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

This Prospectus does not constitute an offer or an invitation to subscribe for or purchase any Securities and should not be considered as a recommendation by the Issuer, the Guarantor, the Sole Global Coordinator and Structuring Agent, the Joint Lead Managers or any of them that any recipient of this Prospectus should subscribe for or purchase any Securities. Each recipient of this Prospectus shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer and the Guarantor.

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

MiFID II PRODUCT GOVERNANCE/TARGET MARKET – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Securities has led to the conclusion that (i) the target market for the Securities is eligible counterparties and professional clients only, each as defined in MiFID II; and all channels for distribution of the Securities to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Securities (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

UK MiFIR PRODUCT GOVERNANCE / TARGET MARKET – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Securities has led to the conclusion that: (i) the target market for the Securities is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("COBS"), and professional clients, as defined in UK MiFIR; and (ii) all channels for distribution of the Securities to eligible counterparties and professional clients are appropriate. Any distributor should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

IMPORTANT - EEA RETAIL INVESTORS – The Securities 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 EEA. For these purposes, a retail investor means a person who is one (or both) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

IMPORTANT - UK RETAIL INVESTORS – The Securities are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the UK. For these purposes, a retail investor means a person who is not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA ("**UK MiFIR**"). Consequently, no disclosure document required by the FCA Product Disclosure Sourcebook ("**DISC**") for offering, selling or distributing the Securities or otherwise making them available to any retail investor in the UK has been prepared and therefore offering, selling or distributing the Securities or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.

POTENTIAL INVESTORS IN SWITZERLAND – This Prospectus is not intended to constitute an offer or solicitation to purchase or invest in the Securities. The Securities may not be publicly offered, sold or marketed, directly or indirectly, in or into Switzerland within the meaning of the FinSA, except in a manner which does not require the preparation and publication of a prospectus pursuant to the FinSA. No application has been or will be made to admit the Securities to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this Prospectus nor any other marketing materials, or any offering materials, in relation to the Securities constitute a prospectus within the meaning of the FinSA. Neither this Prospectus nor any other marketing materials, or any offering materials, in relation to the Securities have been or will be filed with, or reviewed or approved by, a Swiss review body within the meaning of article 52 FinSA. Neither this Prospectus nor any other marketing materials, or any offering materials, in relation to the Securities may be distributed or otherwise made publicly available, except in a manner which does not require the preparation and publication of a prospectus pursuant to the FinSA.

STABILISATION

In connection with the issue of the Securities, Deutsche Bank Aktiengesellschaft (the "**Stabilisation Manager**") may over-allot Securities or effect transactions with a view to supporting the market price of the Securities 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 Securities 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 Securities and 60 days after the date of the allotment of the Securities. Any stabilisation action or over-allotment must be conducted by the Stabilisation Manager (or any person acting on behalf of the Stabilisation Manager) in accordance with all applicable laws and rules.

GENERAL

Unless otherwise specified or the context requires, references to the "**UK**" are to the United Kingdom, references to the "**U.S.**" or the "**United States**" are references to the United States of America, references to "**Swiss Francs**" and "**CHF**" are to the lawful currency of Switzerland, references to "**euro**", "**EUR**" and "**€**" are to the currency introduced at the start of the third stage of the European economic and monetary union pursuant to the Treaty establishing the European Community and references to "**£**" are to the lawful currency of the UK.

Unless otherwise specified or the context requires, references herein to "**Group**" means the Guarantor and its fully consolidated subsidiaries.

The language of this Prospectus 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.

In this Prospectus, 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 from time to time.

THIRD PARTY INFORMATION

This Prospectus includes and refers to industry and market data derived from or based upon a variety of official, non-official and internal sources, such as internal surveys and management estimates, market research, publicly available information and industry publications.

Market share, ranking and other data contained in this Prospectus may also be based on the Group's good faith estimates, the Group's own knowledge and experience and such other sources as may be available. Industry publications and surveys and forecasts generally state that the information contained therein has been obtained from sources believed to be reliable, but there can be no assurance as to the accuracy or completeness of included information.

The information in this Prospectus that has been sourced from third parties has been accurately reproduced and, as far as the Issuer or the Guarantor are aware and have been able to ascertain from information published by such third parties, no facts have been omitted that would render the reproduced information inaccurate or misleading.

None of the Issuer, the Guarantor, the Sole Global Coordinator and Structuring Agent or the Joint Lead Managers makes any representation as to the accuracy or completeness of any such third party information in this Prospectus. Although the Issuer and the Guarantor believe that this information is reliable, neither the Issuer nor the Guarantor has independently verified the data from third party sources.

All terms not otherwise defined in this Prospectus shall have the meaning as set out in the Conditions.

FORWARD-LOOKING STATEMENTS

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

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

New risks may be faced from time to time, and it is not possible to predict all such risks; nor can the impact of all such risks on the Group's business be assessed 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 statement. Given these risks and uncertainties, investors should not place undue reliance on forward-looking statements as a prediction of actual results.

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RISK FACTORS

The following is a description of risk factors which are specific to the Issuer, the Guarantor, the Securities and/or the Guarantee and which are material in respect of the Securities and the financial position of the Issuer and the Guarantor.

Each of the Issuer and the Guarantor believes that the following factors may have a significant impact on its financial position and/or future prospects and may therefore affect the Issuer's or the Guarantor's ability to fulfil its obligations under the Securities or the Guarantee. In addition, any of these factors may significantly affect the price of the Securities, as well as the rights of the prospective investors. As a result, prospective investors assume the risk that the Issuer and/or the Guarantor may become insolvent or otherwise are at risk of losing all or part of the invested amount and/or not receiving all payments due in respect of the Securities and the Guarantee.

In addition, factors which are material for the purpose of assessing the risks associated with the Securities are described below.

Each of the Issuer and the Guarantor believes that the factors described below represent the principal risks inherent in investing in the Securities, but the inability of the Issuer and/or the Guarantor to pay interest, principal or other amounts on or in respect of the Securities and the Guarantee may occur for other reasons which are not known to the Issuer and/or the Guarantor or which the Issuer and/or the Guarantor deems immaterial at the date of this Prospectus. Neither the Issuer nor the Guarantor represents that the statements below regarding the risks of holding the Securities are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Prospectus, conduct an independent risk assessment and consult their respective financial, legal, tax and other advisers prior to making any investment decision.

Investment decisions should not be made solely based on the risk presentations contained in this Prospectus, as this information cannot replace individual advice and information tailored to the needs, objectives, experiences, circumstances and knowledge of a prospective investor.

Prospective investors should only decide to buy the Securities if they are aware of the risks involved and are able to bear any losses due to their financial circumstances and opportunities.

The most material risk in a category is presented first under that category, where the materiality has been determined based on the probability of occurrence and expected magnitude of negative impact of risk. Subsequent risk factors in the same category are not ranked in order of materiality or probability of occurrence.

1 RISKS RELATED TO THE GUARANTOR'S BUSINESS AND ITS MARKET

Business conditions and the general economy

The Group faces strong competition in highly competitive markets.

The Group operates in highly competitive markets, in particular the telecommunications sector, which is characterised by intense price competition, high capital intensity and increasing competition from both infrastructure-based operators and service providers that do not own their own network infrastructure. Customer demand for new products and services at competitive prices continues to evolve rapidly, resulting in accelerated price erosion, increased customer churn and higher costs to acquire and retain customers. Management estimates that the Group is the market leader by revenue and customer numbers in the telecommunications industry in Switzerland while it has established itself as one of the leading infrastructure-based telecommunications providers in Italy. The Swiss operations account for the majority of the Group's revenue, operating income before depreciation and amortisation ("**EBITDA**") and EBITDA after lease expense ("**EBITDAaL**"). As a result, adverse competitive developments in the Swiss market could have a disproportionate impact on the Group's business, results of operations and financial condition. In Italy, intensified competition may limit the Group's ability to grow profitably, achieve expected returns on investments or further improve its market position. Following the combination of Fastweb and Vodafone Italia, the Group's competitive position and profitability in Italy will also depend on its ability to integrate the combined Italian operations effectively, realise anticipated synergies and retain customers in a highly competitive market environment. The competitiveness of the Group depends on a variety of factors, in particular, the quality of its products and services, its expertise, its ability to innovate, its pricing structure, the success of its marketing and sales efforts, its reputation, its cost structure and the ability of its employees. If the Group is unable to effectively respond to competitive pressures and fails to maintain its market position in Switzerland, Italy and/or its other markets in relation to these and other factors, it could lose existing customers, fail to attract new customers or incur substantial costs and investments in order to maintain its customer base. This could have a negative impact or material adverse effect on the Group's business, operations, operating profit, financial position and/or future prospects. See also "*Regulatory authorities may affect the way the Group operates its business*" below.

A prolonged economic downturn could have a material impact on the Group's business.

A prolonged economic downturn in Switzerland, Italy and/or the rest of the world or continued volatility of the financial markets could adversely affect the Group's business, operations, operating profit, financial position and/or future prospects. In Italy, unfavourable economic conditions may further constrain the Group's ability to grow profitably or recover investments. In addition, unfavourable economic conditions may arise which could impact the Group's ability to generate sufficient cash flow or to access capital markets on commercially reasonable terms, which may affect its ability to service or refinance existing indebtedness or to fund its liquidity and investment requirements. If economic conditions worsen, the Group may find that its financial performance could be impacted by delays in its customers making purchasing decisions, reductions in customers' use of the Group's services, default of customers, counterparties and suppliers, or (in certain circumstances) the redenomination of their contractual payment obligations. In extreme circumstances, severe macroeconomic developments could also give rise to disruptions in payment systems or changes in currency regimes, including the redenomination of contractual payment obligations. Any of these developments, individually or in combination, could have a material adverse impact on the Group's business, operations, operating profit, financial position and/or future prospects.

The Group is exposed to geopolitical and macroeconomic developments affecting its markets, operations and supply chains.

The Group's business environment can be adversely impacted by geopolitical developments and macroeconomic conditions in the markets in which the Group operates. Increasing geopolitical tensions, ongoing global conflicts, shifts towards deglobalisation and related protectionist measures continue to create uncertainty for global trade flows and investment.

Governments have introduced or expanded a range of protectionist measures, including tariffs, sanctions, export and import controls, local production and value-creation requirements, restrictions on technology transfer and data use, limitations on talent mobility, and controls on the repatriation of returns. Such measures may lead to increased costs, delays in supply chains, reduced market access, regulatory uncertainty and increased compliance requirements. The duration, scope and future expansion of these measures remain uncertain.

Ongoing conflicts, including the Russia-Ukraine war and the Middle East conflict, have further increased global economic and political volatility. Related sanctions and export controls have led to disruptions in global supply chains, increased cyber-security risks, reduced consumer confidence, inflationary pressures, rising interest rates and volatility in capital markets. These conflicts may escalate or expand, and additional sanctions or countermeasures could be enacted at any time.

The ultimate consequences of geopolitical and macroeconomic developments remain uncertain, and actual outcomes may materially differ from current expectations. Such developments may negatively impact the Group's ability to source goods, deliver products and services, execute international operations, or maintain predictable financial planning. They may also affect demand for the Group's offerings, increase operating costs, and negatively influence the Group's access to financing. This could have a material adverse effect on the Group's business activities, financial performance and future prospects.

Operational risks

The Group's success depends on the effective execution of its strategy.

The Group's success depends on its ability effectively to identify, develop and execute its strategy, including expanding and developing its growing ultra-fast broadband coverage ("**FTTH**") and fifth generation wireless technology ("**5G**") network, optimising costs and efficiency and developing its core businesses and areas related to its core businesses (such as its TV/entertainment offering, cloud-based services and energy). The execution of these strategic initiatives requires substantial capital expenditure, regulatory approvals, access to skilled labour, the availability of critical network components, the successful integration of new technologies and systems, and effective project and implementation management. Challenges in any of these areas may lead to delays, higher-than-expected costs or an inability to deliver the planned services or customer experience. Market conditions, competitive pressures, technological developments and shifts in customer demand may also affect the success of the Group's strategic objectives. Failure to execute the Group's strategy in a timely and effective manner, or deviations from expected outcomes, could have a material adverse effect on the Group's business, operations, operating profit, financial position and/or future prospects. Additionally, actual results may differ materially from the Group's plans or expectations.

The Group is heavily reliant on its network and technological infrastructure.

The Group's network and technological infrastructure is vulnerable to damage and disruptions caused by numerous events, such as natural disasters (including earthquakes, fire, flood, windstorms and heatwaves), power outages, power shortages, terrorist acts, equipment and system failures, human errors and third-party criminal acts, including cyber-attacks and other breaches of the Group's network and information technology security. Any such event could result in reduced user traffic and revenue, regulatory penalties and/or penal sanctions or require unanticipated capital expenditures or impair the ability of the Group to retain current customers or attract new customers, which could have a material adverse effect on the Group's business, operations, operating profit, financial position and/or future prospects. In addition, ongoing climate change is accelerating the intensity and frequency of extreme weather events such as rising average temperatures and prolonged heatwaves. This can lead to natural disasters that could damage the Group's network infrastructure.

The Group's business is capital intensive and depends on maintaining and continually upgrading its network infrastructure.

The Group is committed to maintaining the high quality and availability of its network infrastructures as well as expanding its network and offering (particularly with the continued rollout of its 5G and FTTH network) which requires significant and sometimes unpredictable capital expenditure, both in Switzerland and in Italy. Regulatory developments, unexpected events or licence costs may further increase investment needs. As a result, the amount and timing of future capital requirements may differ materially from current estimates and, to the extent the Group does not have sufficient cash resources available to meet its capital expenditure needs, this may involve the Group being required to raise additional debt or equity financing at times of market dislocation when the availability of funding on commercially attractive terms is limited. Any such increase in the need for capital expenditure or lack of availability of financing for capital expenditure on commercially attractive terms could have a material adverse effect on the Group's business, operations, operating profit, financial position and/or future prospects.

The business of the Group is dependent on its network performance, service quality and increasing service level objectives.

Customers, businesses and public authorities expect continuous improvements in network quality, including higher availability, lower latency and greater resilience across fixed, mobile and cloud-integrated services. The growing reliance on connectivity for mission-critical applications, such as industrial automation, healthcare, cloud gaming or remote work, further increases the consequences of any service degradation. Delays in deploying next-generation technologies (including 5G standalone, fibre-to-the-home, edge computing nodes and innovative core network functions) or failures to meet contractual service-level agreements may lead to penalties, compensation claims, reputational damage and loss of customers. Additionally, new regulatory frameworks may impose minimum quality-of-service obligations. Any failure to comply with such obligations could have a material adverse effect on the Group's operations and financial performance.

The Group operates in a market with rapidly changing technologies.

Automation and other digital processes may not only lead to cost and efficiency gains but also pose significant risks associated with such transformation processes. New services, products and technologies are constantly emerging that can render products and services offered by the Group obsolete, as well as its technology. The telecommunications sector continues to experience structural disruption from digital platforms, over the top (OTT) communication providers, cloud-based voice and messaging services, and global technology companies. These players may offer competing services, often leveraging alternative business models, superior economies of scale, or dominance in adjacent digital ecosystems, which may erode the value of traditional telecommunications offerings, reduce pricing power and alter customer expectations. If the Group fails to adapt its service portfolio, innovation strategy, partnerships and cost structure in response to ongoing value-chain shifts, it may face margin pressure, loss of market relevance, reduced customer engagement and weakened competitive positioning. In addition, the increasing size of the digital market and the entrance of new competitors in the communications market, such as mobile virtual network operators, internet companies, streaming providers or device manufacturers, could imply the loss of value of certain assets, affect the generation of income, or otherwise cause the Group to have to update its business model. This causes the Group to invest in the development of new services, products and technology in order to compete with current or future competitors, which may result in the decrease of the Group's profits and revenue margins. Additionally, such investments may not lead to the development or commercialisation of successful services or products.

*The Group could be exposed to risks arising from the use and governance of artificial intelligence ("**AI**").*

The Group uses, and may increasingly deploy, AI technologies (including machine-learning models, predictive analytics and generative AI tools) across network, IT, cybersecurity, customer interaction and other processes, whether developed in-house or supplied by third-party providers (together, "**AI Systems**"). AI Systems are inherently complex and subject to significant uncertainties and vulnerabilities. They may generate inaccurate, biased or non-explainable outputs due to flawed data, model drift, design limitations or algorithmic errors, which could adversely affect operational, financial, compliance-related or customer facing decisions. AI Systems may also suffer outages, misconfigurations or integration failures, and the Group's reliance on third party providers for model components, infrastructure or data inputs creates supplier concentration and business continuity risks. AI Systems and related data flows may be targeted by sophisticated cyberattacks, while malicious third-party uses of AI (such as deepfakes or automated phishing) may negatively impact customers, operations or the Group's reputation. The regulatory landscape for AI is evolving rapidly. New or more stringent rules may impose governance, documentation, testing, monitoring, transparency and human oversight obligations, particularly for AI Systems classified as "high risk". Non-compliance may result in fines, operational restrictions or litigation. AI-related processing of personal or sensitive data also increases exposure to data protection, confidentiality and intellectual property risks. The increasing use of AI by the Group, its suppliers, customers and competitors may also create operational, regulatory, data protection, cybersecurity, intellectual property and reputational risks, particularly if AI-supported systems produce inaccurate, discriminatory or non-transparent outputs or are not subject to adequate governance and human oversight. AI outputs may conflict with ethical, environmental, social and governance ("**ESG**") or fairness expectations, and insufficient transparency or oversight could undermine stakeholder confidence. Limited availability of qualified personnel and ineffective AI governance may further constrain risk management. Although the Group maintains governance, validation, oversight, data security and incident management processes, these measures cannot fully mitigate the risks associated with AI Systems. Any of the above factors could lead to increased costs, reduced revenues, operational disruption, regulatory sanctions, litigation or reputational harm, and have a material adverse effect on the Group's strategy, operations and financial condition.

The Group could be a target of cyber and information security threats.

The Group's networks and systems are exposed to a number of security threats, including cyber-attacks. Hacking tools, phishing scams and disruptive malware are becoming more sophisticated and more accessible to attackers. The Group continues to develop its cyber defence capability and prevention systems to keep the likelihood of any 'successful' attack to a minimum, but complete protection can never be guaranteed (see also below under "*Failure to comply with relevant data protection and privacy laws could adversely affect the Group*").

A failure of the Group's protective measures to prevent or contain a major security incident or business interruption could result in major financial loss, long-term reputational damage and loss of market share. Regulatory sanctions, fines and contract penalties might be applied, contracts might be terminated and costly concessions might be needed, together with unplanned and rapid improvements to retain business and rebuild trust. The Group might also miss opportunities to grow revenue and launch new services ahead of the Group's competition. All of these possibilities could have a material adverse effect on the Group's business, operations, operating profit, financial position and/or future prospects.

The Group is dependent on its suppliers.

In Italy, the Group is dependent on agreements with third party network and infrastructure providers to provide telecommunications and media services to end users. If any of these networks or infrastructure were temporarily or permanently unavailable or the respective agreements were cancelled or only available on commercially unreasonable terms, the Group's operating performance could be adversely affected. The Group is also exposed to the risk of supply chain disruptions. The Group is dependent on domestic energy suppliers and is exposed to the risks of power outages and power shortages that may impair or interrupt the operations of the Group's telecommunication networks. The existence of critical global suppliers in the Group's supply chain, especially in areas such as network infrastructure, information systems or handsets with a high concentration in a small number of suppliers, poses risks that may affect the Group's operations, for example when large suppliers abuse their market power and demand unreasonable conditions, and may cause legal contingencies or damage to its image in the event that a participant in the supply chain engages in unlawful practices or is exposed to trade restrictions and/or sanctions from sanctions' authorities. A global marketplace also exposes the Group to global risks, including different standards in labour, environmental and climate change practices, increasing regulation and geopolitical events, as well as the risk of a global shortage of supplies (as has been seen with the global microchip shortage), which may adversely impact the Group's business.

In addition, governments increasingly apply trade restrictions, sanctions or national security driven vendor bans affecting telecommunications equipment, semiconductors, cloud services and software components. If certain network equipment suppliers or technology partners become restricted or unavailable due to geopolitical developments, regulatory decisions or export controls, the Group may be required to redesign network architectures, replace equipment, or migrate to alternative solutions at substantial cost, potentially causing delays in network deployment. Such forced substitution of strategic suppliers could have a material adverse effect on the Group's cost structure, operational efficiency, investment planning and network quality. The Group also increasingly relies on global cloud infrastructure providers (hyperscalers), external software platforms, application programming interfaces (APIs) and other third-party technology ecosystems to operate its networks, digital services, data analytics and AI capabilities. These dependencies create concentration risks, including exposure to outages, performance degradation, cyber incidents, contractual disputes, sudden changes in commercial terms, or unilateral modifications to service functionalities by hyperscalers. Regulatory developments, including national requirements for data sovereignty or restrictions on cross border data transfers, may oblige the Group to adapt its cloud architecture or migrate workloads at significant cost. Should a hyperscaler or major technology vendor limit service availability, fail to meet performance standards, suffer an operational incident or become subject to government-imposed restrictions, the Group's service delivery, innovation roadmap and operational resilience could be materially adversely affected.

The financial costs and/or reputational damage associated with supplier failure could be significant, particularly if it results in the Group having to change a technology or system. If the Group is unable to contract with an alternative supplier, the commitments the Group makes to its customers could be compromised, which could lead to a contractual breach, loss of revenue or penalties. Each of these exposures could have a material adverse effect on the Group's business, operations, operating profit, financial position and/or future prospects.

The Group's operations depend on regulatory licences and third-party intellectual property rights.

The Group and its operations depend to a certain degree on the use of information technology tools. The intellectual property rights related to such tools are either owned by the Group or licensed from third parties. The Group also holds regulatory licences to operate its telecommunication networks, as disclosed in "*Description of the Guarantor – Main Licences*". Such licences may need to be secured and/or renewed from time to time. Failure by the Group successfully to secure and/or renew such licences or failure to do so on commercially reasonable terms could have a material adverse effect on the Group's business, operations, operating profit, financial position and/or future prospects.

Acquisitions, such as the recent acquisition of Vodafone Italia S.p.A., could expose the Group to integration risks, failure to realise planned synergies and may lead to a diversion of management resources

The Group has made several acquisitions in the past, most notably the acquisition of Fastweb S.p.A ("**Fastweb**") in May 2007, the acquisition of PubliGroupe Ltd in September 2014 and the acquisition (the "**Acquisition**") of Vodafone Italia S.p.A. ("**Vodafone Italia**") from Vodafone Europe B.V. on 31 December 2024.

The Group has assumed additional debt to finance the Acquisition, which has impacted and could further impact the Guarantor's credit rating and could constrain the Group's ability to enter into additional debt financing in the future. The Acquisition and other acquisitions may expose the Group to integration risks in areas such as sales and after-sales force integration, logistics, regulatory compliance, information technology, network operations and finance. Integration difficulties and complexity may adversely impact the realisation of an increased contribution from the Acquisition and other acquisitions. The Group may incur significant acquisition, administrative and other costs in connection with the Acquisition and other acquisitions, including costs related to the integration of acquired businesses. Acquisitions may divert management attention from other business priorities and risks. In addition, the Group may face challenges in delivering the originally envisaged value creation resulting from the Acquisition or other acquisitions due to various factors, such as changes in economic conditions and rising costs, competitive dynamics in the telecoms market and termination of material agreements upon the change of control or expiration of contract. The Group's Italian operations have recently undergone an internal corporate reorganisation. While the reorganisation has been implemented, the new organisational structure and operating model continue to be integrated into the business and may require time to become fully effective. Accordingly, the realisation of synergistic benefits in respect of the Acquisition may be delayed, reduced or may not be achieved. If the Group is not able to retain the key individuals after the Acquisition or other transactions, this could result in a loss of critical skills. Acquisitions may also lead to a substantial increase in long-lived assets, including goodwill, which may later be subject to write-down if an acquired business does not perform as expected. Any of such factors may have a material adverse effect on the Group's earnings, financial condition and prospects.

Legal and regulatory risks

The business of the Group is subject to significant legal and regulatory risks.

The business activities of the Group are subject to detailed and comprehensive legal and regulatory (including tax law and regulation) provisions as well as supervision by authorities. Changes to these provisions or the adoption of new legal and regulatory provisions may affect the way in which the Group operates. Although the Group strives to comply with all applicable legal and regulatory provisions, risks exist, in particular in areas where the relevant provisions are re-enacted or are unclear, or where authorities have adapted their policies and instructions or initiated proceedings against the Group. Additionally, the Group is subject to numerous risks relating to legal, employment, civil, tax, regulatory and competition proceedings to which it is a party or in which it is otherwise involved, or which could develop in the future, the outcome of which is unpredictable. The consequences of proceedings being brought against members of the Group may include, but are not limited to, fines, penalties, negative reporting, reputational damage, suspension or revocation of authorisations, injunctions and claims for damages, all of which could have a negative impact on the Group's business, operations, operating profit, financial position and/or future prospects.

Changes in tax laws or in the interpretation of tax laws or tax regulations in jurisdictions in which the Group operates, or withdrawals of tax rulings issued to members of the Group, could increase the level of taxes to be paid by the Group. Jurisdictions participating in the Organisation for Economic Cooperation and Development/G20 Inclusive Framework have agreed to implement a 15 per cent. minimum effective tax rate ("**Pillar Two**"), including Switzerland. This may result in higher effective tax rates for the Group. As the legislative process and related guidance are still evolving, the full impact of Pillar Two remains uncertain. Any increase in the effective tax rate applicable to the Group could have a negative impact on the Group's business, operations, operating profit, financial position and/or future prospects.

Regulatory authorities may affect the way the Group operates its business.

As the Group operates in heavily regulated markets, decisions that regulatory authorities impose on the Group may restrict flexibility in managing the business of the Group and may force the Group to offer services to competitors or reduce the prices that the Group charges for products and services, either of which could have a material negative impact on the Group's revenues, profits and market shares. In addition, as a provider of telecommunications services and operator of critical communications infrastructure, the Group is subject to requirements relating to network security, operational resilience, lawful interception, emergency communications, data retention and national security, including potential restrictions on the use of certain suppliers, technologies or network components. Changes in, or stricter enforcement of, such requirements may require additional investments, operational adjustments or changes to the Group's procurement, network architecture or service offering and could increase compliance costs or limit operational flexibility.

In addition, the Swiss competition authorities have in recent years classified the Guarantor and its Swiss subsidiaries as being market dominant in a number of sub-markets, and the Guarantor and its Swiss subsidiaries have been subject to fines as a result of this (see "*Description of the Guarantor - Legal Proceedings*" and Note 3.5 of the Group's audited consolidated financial statements as of and for the financial year ended 31 December 2025, which are incorporated by reference in this Prospectus).

Furthermore, national regulatory authorities have extensive powers to intervene in product design and pricing, with significant effects on operations. The Group can anticipate only to a limited extent such regulatory interventions, which may additionally intensify existing price and competitive pressure, and which could have a negative impact on the Group's business, operations, operating profit, financial position and/or future prospects.

Failure to comply with relevant data protection and privacy laws could adversely affect the Group.

The Group collects, stores and uses data in the ordinary course of operations, which is protected by data protection laws. Although the Group takes precautions to protect customer data in accordance with the privacy requirements provided for under applicable laws, they may fail to do so and unauthorised access to customer data could result. The Group works with independent and third-party suppliers, partners, sales agents, service providers and call centre agents, and cannot exclude the possibility that such third parties could also experience system failures involving the storage or transmission of proprietary information. Laws such as the European Union's General Data Protection Regulation ("**GDPR**") and the Swiss Federal Act on Data Protection impose a wide range of compliance obligations and carry with them significant financial penalties for non-compliance. Violations of data protection laws by the Group or one of its partners or suppliers may result in fines, reputational harm and customer churn and could have a material adverse effect on the Group's business, operations, operating profit, financial position and/or future prospects.

The Group may be negatively affected as a consequence of failing to comply with applicable laws and regulations.

Failure by the Group, the Group's directors, officers or employees, or associated persons such as suppliers, partners, agents and service providers, to comply with anti-corruption, anti-money laundering, anti-bribery, sanctions or other legislation could result in significant penalties, criminal prosecution and damage to the Group's reputation. This could in turn impact the Group's future revenue and cash flow, the extent of which would depend on the nature of the breach, the legislation concerned and any penalties. Allegations of corruption, bribery or violation of sanctions regulations or other laws could also lead to reputational damage with investors, regulators, civil society and customers. Further, if fraud is committed, there is a risk of financial misstatement which if undetected can have a material financial impact and potential litigation and regulatory consequences.

Although the Group has internal policies and procedures designed to ensure compliance with applicable laws and regulations, in particular with anti-corruption laws and anti-money laundering regulations, there can be no assurance that such policies and procedures will be sufficient or that the Group's employees, directors, officers, suppliers, partners, agents and service providers will not take actions in violation of the Group's policies and procedures (or otherwise in violation of the relevant regulations) for which the Group may be ultimately held responsible. Violations of anti-corruption laws and anti-money laundering regulations could lead to financial penalties, exclusion from government contracts, damage to the Group's reputation and result in other consequences, that could have a material adverse effect on the Group's business, results of operations and financial condition.

Environmental, social, governance and employee risks

Environmental, social and governance risks may adversely impact the Group's business.

The Group is subject to ESG risks, such as any failure to follow ethical business behaviour or accusations of its operations having a negative environmental impact. Regulators, investors and stakeholders demand increasing transparency and alignment with sustainability frameworks, including environmental impact measurement, supply chain due diligence, carbon reduction trajectories, circular economy principles and ethical governance. Upcoming legislation may significantly increase the Group's reporting, audit, investment and compliance burdens. Failure to meet evolving ESG expectations could result in reduced access to capital markets, exclusion from sustainability-linked investment mandates, reputational damage, or increased regulatory exposure.

The Group's supply chains for direct suppliers and subcontractors primarily cover Europe, the United States and Asia. They are part of the electronics sector, particularly in the entertainment electronics, data processing hardware and network equipment segments. The raw materials contained in the Group's various products come from a wide range of countries and regions. Questions are increasingly being raised on the origin of the raw materials used and the associated environmental and sociological risks. Similarly, the Group has been subject to scrutiny over its network expansion, particularly as regards the rollout of 5G in Switzerland where concerns around the effect of electromagnetic radiation from mobile antennas or mobile handsets has resulted in the imposition of very strict rules and regulations which may hamper the further development of the 5G network and/or result in increased costs for the Group.

A failure to comply with any requisite ESG standards could adversely affect the Group's reputation, have a negative impact on its relations with employees and customers and/or increase significantly the Group's costs, all of which could have a material adverse effect on the Group's business, operations, operating profit, financial position and/or future prospects.

The Group could be exposed to risks in relation to customer trust, digital ethics and responsible use of data and AI.

The Group is increasingly exposed to risks relating to customer trust, digital ethics and the perceived fairness and transparency of its use of data and AI. Customers are becoming more sensitive to how telecommunications providers collect, analyse and apply personal data, as well as how AI-enabled processes influence service decisions, pricing, customer support or fraud prevention mechanisms. Any lack of transparency, perceived unfair treatment, misuse of data, inappropriate AI generated outcomes or failure to explain how customer information is used could lead to a deterioration of customer trust, an increase in churn, reduced adoption of new digital services, heightened regulatory scrutiny and potential litigation. Furthermore, evolving expectations from consumer protection authorities or civil society may result in stricter obligations concerning the explainability, fairness and governance of AI-assisted processes. Any failure to meet such expectations may have a material adverse effect on the Group's business, operations, financial results and reputation.

The Group is reliant on the ability to retain and/or recruit appropriately skilled employees.

The Group has a large number of employees and faces a significant challenge in maintaining employee motivation and high staff loyalty in a fast-changing cultural environment, while also managing the pressure on costs and at the same time seeking to drive growth and efficiency. If the Group is unable to retain and/or recruit sufficient numbers of appropriately skilled employees this could result in a loss of critical skills and greater need for external recruitment, which would add cost to the business, and may impact the Group's ability to execute its strategy. This could have a material adverse effect on the Group's business, operations, operating profit, financial position and/or future prospects.

Failure to adequately protect the health, safety and well-being of the Group's employees and other stakeholders could adversely impact the Group's reputation, profitability and future growth.

Although the Group has invested in health and safety procedures and controls to safeguard the health, safety and wellbeing of its employees and other stakeholders, accidents or incidents could still occur due to unforeseen risks, causing injury or harm to individuals and impacting the Group's business operations. This has the potential to damage the Group's reputation and lead to criminal and civil litigation, as well as business disruption, which could have a material adverse effect on the Group's business, operations, operating profit, financial position and/or future prospects.

Outbreaks of infectious disease, pandemics or public health emergencies could have a material adverse effect on the Group.

Outbreaks of infectious disease, pandemics or public health emergencies, such as resurgences of COVID-19 or mutations thereof, could negatively impact economic conditions and financial markets regionally and globally. If such outbreaks of infectious disease, pandemics or public health emergencies continue for any length of time, whilst the full potential impact is difficult to estimate, this could result in a prolonged period of restrictions or disruptions to travel, commercial and business activities. Additionally, such events could give rise to additional cost, cause disruption to the Group's operations and its supply chains and could lead to lower customer demand for services provided by the Group, in particular in a prolonged economic downturn. This could have a material adverse effect on the Group's business, operations, operating profit, financial position and/or future prospects.

Ownership and ratings risks

Any change in the ownership of the Group could have a negative impact on the Group's business and financial condition.

The Guarantor is the parent company of the Group, with the Swiss federal government ("**Swiss Confederation**") as a majority shareholder, holding 51 per cent. of the issued share capital of the Guarantor. The Swiss Confederation is required to hold the majority of the share capital and voting rights of the Guarantor pursuant to the Telecommunication Enterprises Act of Switzerland of 30 April 1997 ("**TEA**"). While the Guarantor is not aware of any prospective change to the TEA that may result in the Swiss Confederation reducing its shareholding in the Guarantor, if this were to occur it may have a material adverse effect on the Group's perceived creditworthiness and consequently on its business, financial position and/or future prospects.

Furthermore, given its majority shareholding in the Guarantor, the Swiss Confederation, acting alone, may have the power to determine matters submitted for a vote of the shareholders which require the approval of at least a majority of the votes represented at the meeting and to influence matters submitted for a vote of the shareholders which require the approval of at least two-thirds of the votes represented and a majority of the nominal value of the shares represented. The interests of the Swiss Confederation in deciding or influencing these matters could be different from the interests of the Guarantor's other shareholders or from the interests of Holders.

Any changes in the Guarantor's credit rating could have a material adverse impact on the Group.

The Guarantor is currently rated A- by S&P and A2 by Moody's. If the Guarantor's credit ratings were to be downgraded, this could have a significant adverse impact on the Group's ability to gain access to funding at advantageous rates which could materially impact the Group's business, operations, operating profit, financial position and/or future prospects.

Market risks

The Group is subject to fluctuations in foreign exchange rates.

The Group generates a substantial portion of its revenues and cash flows in euros and incurs a substantial portion of its operating expenses in euros. The Guarantor reports its financial results and distributes dividends in Swiss Francs. The Guarantor's principal exposure to currency exchange rates therefore arises primarily from fluctuations in the EUR/Swiss Franc exchange rate, and also in the USD/Swiss Franc or the USD/EUR exchange rate. Sustained adverse changes in exchange rates against the Swiss Franc could have a material adverse effect on the Group's business, operations, cash flows, operating profit, financial position and/or future prospects.

Whilst the Guarantor manages the Group's foreign currency risk through hedging activity which aims to reduce the impact of exchange rate volatility on the results and cash flows of the Group, there can be no assurance that such foreign currency risk management will be effective. If such foreign currency risk management is not effective, this could have a material adverse effect on the Guarantor's results of operations and financial condition.

Changes in interest rates may materially affect the Group's financial position, results and refinancing capabilities.

An adverse movement in interest rates could negatively affect the Group's profitability, cash flow and statement of financial position. The Group is exposed to changes in interest rates that may materially influence its funding costs, liquidity and financial performance. Rising market interest rates may result in higher interest expenses on existing variable-rate indebtedness or on refinancing and new funding transactions, while falling interest rates may reduce interest income or lead to valuation losses on hedging transactions. Changes in interest rates, reference rates or regulatory adjustments may also impair the effectiveness of existing hedging strategies. Such factors could have a material adverse effect on the financial condition of the Group.

Other business-related risks

The Group may experience impairment loss with relation to its assets.

The competitive dynamics carry risks that could have a detrimental impact on the Group's strategy and jeopardise projected revenue growth. The recoverability of the Group's net assets, including goodwill of its subsidiaries in Switzerland and Italy, recognised in the consolidated financial statements is contingent above all on achieving the financial targets set out in the business plan (revenue growth, improvement in EBITDAaL margin and reduction in capital expenditure ratio). If future growth is lower than projected, there is a risk that this will result in an impairment of the Group's assets in Italy. Major uncertainty also surrounds the future trend in risk-free interest rates, implied market risk premium and the country risk premium for Italy. An increase in such interest rates or the country risk premium could lead to an impairment of the Group's assets in Italy.

Failure to perform on major or high-value contracts/reliance on such contracts could adversely affect the Group.

The Group has several major, complex and high-value government, national and multinational customer contracts. The revenue arising from, and the profitability of, these contracts is subject to a number of factors including: variation in cost, achievement of cost reductions anticipated in the contract pricing, delays in the achievement of agreed milestones owing to factors either within or outside the Group's control, changes in customers' needs, their budgets, strategies or businesses, penalties for failing to perform against agreed service levels and the performance of the Group's suppliers. Any of these factors could make a contract less profitable or even loss-making. Failure by the Group to manage and meet its commitments under these contracts, as well as changes in customers' requirements, their budgets, strategies or businesses, may lead to a reduction in the Group's expected future revenue, profitability and cash generation.

The Group's insurance may not cover all potential losses or liabilities that may arise.

The Group is not insured against all potential losses or liabilities that may arise. Consequently, if a loss or liability occurs that is not or not fully covered by insurance, it may have a material adverse effect on the Group's business, financial position and/or future prospects.

Other risks relating to the Issuer or the Guarantor

The Guarantor is a holding company and depends on members of the Group.

The Guarantor's results of operations and financial condition are dependent on the trading performance of members of the Group and upon the level of distributions, interest payments and loan repayments received from the Group's operating subsidiaries and associated undertakings, any amounts received from asset disposals and the level of cash balances. Certain of the Group's operating subsidiaries and associated undertakings are or may, from time to time, be subject to restrictions on their ability to make distributions and loans including as a result of foreign exchange and other regulatory restrictions and agreements with the other shareholders of such subsidiaries or associated undertakings and, from time to time, restrictive covenants in loan agreements, which may negatively impact the liquidity position of the Group.

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

The Issuer's ability to make scheduled payments with respect to the Securities, and the Guarantor's ability to perform its obligations under the Guarantee, depends on the Issuer's and the Guarantor's financial and operating performance, which, in turn, are subject to prevailing economic conditions and to financial, business and other factors beyond the Issuer's and Guarantor's control. In particular, the Issuer's corporate purpose and sole business activity is to raise money for the purpose of on-lending to the Guarantor. Accordingly, substantially all of the Issuer's assets are loans and advances made to the Guarantor, and the Issuer's ability to satisfy its obligations in respect of the Securities will depend upon payments by the Guarantor (see further "*Factors that affect the Issuer's ability to fulfil its obligations under the Securities*"). The assets of the Issuer should not be primarily relied upon by prospective investors in making an investment decision to purchase the Securities and investors should in addition consider the risk factors, financial condition and financial performance of the Guarantor. Any decline in the Issuer's or the Guarantor's financial and/or operating performance could have the effect of diminishing the Issuer's and/or the Guarantor's ability to make payments on the Securities when due or perform under the Guarantee (as applicable).

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

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

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

Enforcement claims, including court judgments, against the Guarantor under Swiss debt collection or bankruptcy proceedings may only be made in Swiss francs and any foreign currency amounts must accordingly be converted into Swiss francs. With respect to enforcing creditors, any such foreign currency amounts will be converted at the exchange rate prevailing on (i) the date of instituting the enforcement proceedings (*Betreibungsbegehren*), (ii) the date of the filing for the continuation of the bankruptcy procedure (*Fortsetzungsbegehren*) or (iii) the date on which any amounts claimed first became due and payable (*Fälligkeit*), whichever date is more favourable for the creditors. With respect to non-enforcing creditors, foreign currency amounts will be converted at the exchange rate prevailing at the time of the adjudication of bankruptcy (*Konkurseröffnung*).

2 FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE RISKS ASSOCIATED WITH THE SECURITIES

Risks related to the structure of the Securities

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

The Issuer's and the Guarantor's obligations in respect of the Securities are subordinated.

The Issuer's obligations under the Securities will be unsecured and subordinated. In the event of (i) an order being made, or an effective resolution being passed, for the winding-up, liquidation or dissolution of the Issuer or other similar proceedings of or against the Issuer (except, in any such case, for the purposes of a Solvent Reorganisation) or (ii) a trustee (*curator*) being appointed by the competent Dutch court in the event of bankruptcy (*faillissement*) affecting the whole or substantially all of the undertaking or assets of the Issuer and such appointment not being discharged within 30 days, the rights and claims of the holders of Securities against the Issuer in respect of or arising under the Securities and the Coupons will rank (i) junior to the claims of all holders of Senior Obligations of the Issuer, (ii) *pari passu* with the claims of holders of all Parity Obligations of the Issuer and (iii) senior to the claims of holders of all Junior Obligations of the Issuer, in each case for so long as they remain outstanding.

The Guarantor's obligations under the Guarantee will be unsecured and subordinated. In the event of (i) an order being made, or an effective resolution being passed, for the opening of bankruptcy proceedings, liquidation proceedings, composition proceedings of the Guarantor or other similar proceedings of or against the Guarantor (except, in any such case, for the purposes of a Solvent Reorganisation) or (ii) the appointment of a bankruptcy administration, liquidator or composition commissioner in respect of the Guarantor or the whole or substantially all of its undertaking or assets under Swiss law and such appointment is not discharged within 30 days, the rights and claims of the holders of Securities against the Guarantor in respect of or arising under the Guarantee will constitute a direct, unsecured and contractually subordinated claim against the Guarantor and will rank (i) junior to the claims of all holders of Senior Obligations of the Guarantor, (ii) *pari passu* with the claims of holders of all Parity Obligations of the Guarantor and (iii) senior to the claims of holders of all Junior Obligations of the Guarantor, in each case for so long as they remain outstanding.

See "*Terms and Conditions of the Securities – Status of the Securities and the Coupons*", "*Terms and Conditions of the Securities – Subordination of the Securities and the Coupons*" and "*Terms and Conditions of the Securities – Guarantee*".

By virtue of such subordination, (i) in relation to the Issuer but without prejudice to the rights of the Trustee, the Holders and Couponholders under the Guarantee, the claims of holders of all Senior Obligations of the Issuer will first have to be satisfied in any winding-up, liquidation or dissolution of the Issuer (or other similar proceedings of or against the Issuer, or upon the appointment of a trustee (*curator*) by the competent Dutch court in the event of bankruptcy (*faillissement*) affecting the whole or substantially all of the undertaking or assets of the Issuer) before the Holders or Couponholders may expect to receive from the Issuer any recovery in respect of their Securities or matured but unpaid Coupons and (ii) in relation to the Guarantor but without prejudice to the rights of the Trustee, the Holders and the Couponholders against the Issuer, the claims of holders of all Senior Obligations of the Guarantor will first have to be satisfied in any bankruptcy proceedings, liquidation proceedings or composition proceedings of the Guarantor (or other similar proceedings of or against the Guarantor, or upon the appointment of a bankruptcy administration, liquidator or composition commissioner in respect of the Guarantor or the whole or substantially all of its undertaking or assets under Swiss law) before the Holders or Couponholders may expect to receive from the Guarantor any recovery pursuant to the Guarantee in respect of their Securities or matured but unpaid Coupons. A Holder may therefore recover less than the Holders of unsubordinated or other subordinated liabilities of the Issuer or the Guarantor. (See also "*No limitation on issuing or guaranteeing debt ranking senior to or pari passu with the Securities*" for further details.) Subject to applicable law, no Holder or Couponholder may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer and/or the Guarantor in respect of, or arising under or in connection with, the Securities, the Coupons or the Guarantee and each Holder and Couponholder shall, by virtue of its holding of any Security or Coupon, be deemed to have waived all such rights of set-off, compensation or retention.

Although subordinated debt securities may pay a higher rate of interest than comparable debt securities which are not subordinated, there is a real risk that an investor in subordinated securities such as the Securities will lose all or some of his investment should the Issuer and/or the Guarantor become insolvent.

The Securities are undated securities

The Securities are undated securities, with no specified maturity date. The Issuer is under no obligation to redeem or repurchase the Securities at any time and the Holders have no right to require redemption of the Securities. Therefore, prospective investors should be aware that they may be required to bear the financial risks of an investment in the Securities for an indefinite period of time and may not recover their investment in the foreseeable future.

The Issuer has the right to defer interest payments on the Securities

The Issuer may, at its discretion, elect to defer all or part of any payment of interest on the Securities. See "*Terms and Conditions of the Securities — Optional Interest Deferral*".

Any such deferral of interest payments shall not constitute a default under the Securities or for any other purpose unless such payments are required to be made in accordance with Condition 6(c) and are not so paid within the 30-day grace period set out in Condition 12(a).

Any deferral of interest payments or perceived likelihood of a future deferral of interest payments will likely have an adverse effect on the market price of the Securities. In addition, as a result of the interest deferral provisions of the Securities, the market price of the Securities may be more volatile than the market prices of other debt securities on which original issue discount or interest accrues that are not subject to such deferrals and may be more sensitive generally to adverse changes in the Issuer's and/or the Guarantor's financial condition.

The remedies for default under the Securities are limited

If a default is made by the Issuer or the Guarantor for a period of 30 days or more in relation to the payment of any principal, premium or any interest (including any Deferred Interest) in respect of the Securities which is due and payable, the Trustee at its discretion may, and if so requested in writing by the holders of not less than 25 per cent. in principal amount of the Securities then outstanding or if so directed by an Extraordinary Resolution shall, subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction (as more particularly described in Condition 12(c)), institute proceedings for the winding-up, liquidation or dissolution of the Issuer and/or the Guarantor, as applicable (or, in the case of the Issuer, following the appointment of a trustee (*curator*) by the competent Dutch court in the event of bankruptcy (*faillissement*), or, in the case of the Guarantor, following the appointment of a bankruptcy administration, liquidator or composition commissioner in respect of the Guarantor under Swiss law), and/or prove in or claim in any such proceedings for such payment, such claim being as contemplated in Condition 3(a) or 4(c), as applicable.

The Trustee at its discretion may also, and if so requested or directed as described above shall, subject to being indemnified and/or secured and/or prefunded, prove in or claim in any such proceedings for the amounts contemplated by Conditions 3(a) and 4(c).

The Holders have no right to accelerate payment of principal on the Securities. The sole remedy against the Issuer and the Guarantor for non-payment is the institution of proceedings described above. As a result, investors may lose all or part of their investment. The market price and liquidity of the Securities may be adversely affected by these limitations.

In addition, subject to applicable law, no Holder or Couponholder may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer or the Guarantor in respect of, or arising under or in connection with, the Securities, the Coupons or the Guarantee (as more particularly described in Conditions 3(b) and 4(d)).

The Issuer has the right to redeem the Securities in certain circumstances

The Securities may be redeemed, at the option of the Issuer and subject to the relevant provisions in Conditions 7 and 9, in whole but not in part on any Optional Par Redemption Date (being (i) any Business Day from (and including) the First Optional Par Redemption Date to (and including) the First Reset Date and (ii) each Interest Payment Date thereafter), at 100 per cent. of their principal amount together with any accrued and unpaid interest up to (but excluding) the redemption date (including any accrued but unpaid Deferred Interest). The Securities may also be redeemed, at the option of the Issuer and subject to the relevant provisions in Conditions 7 and 9, in whole but not in part on any Business Day other than an Optional Par Redemption Date at the Make-whole Redemption Amount.

In addition, if a Rating Capital Event, an Accounting Event, a Tax Deductibility Event or a Withholding Tax Event has occurred and is continuing or if a Substantial Repurchase Event or a Change of Control Event has occurred, and subject to the relevant provisions of Conditions 7 and 9, the Issuer shall have the option to redeem, in whole but not in part, the Securities at (i) in the case of any redemption following a Substantial Repurchase Event, a Withholding Tax Event or a Change of Control Event, 100 per cent. of their principal amount or (ii) in the case of any redemption following a Rating Capital Event, an Accounting Event or a Tax Deductibility Event, where redemption occurs (x) before the First Optional Par Redemption Date, 101 per cent. of their principal amount or (y) on or after the First Optional Par Redemption Date, 100 per cent. of their principal amount, in each case together with any accrued and unpaid interest up to (but excluding) the redemption date (including any accrued but unpaid Deferred Interest) and as more particularly described in the Conditions.

During any period when the Issuer may elect to redeem the Securities, or is perceived to be able to do so, the market value of the Securities generally will not be substantially above the price at which they can be redeemed. This may also be true prior to any such redemption period.

As the Securities are perpetual and have no fixed maturity date, Holders will only receive repayment of principal if the Issuer elects to exercise one of the redemption rights described above. The Issuer may be expected to redeem the Securities when its cost of borrowing for similar subordinated capital securities is lower than the interest payable on the Securities, or if the Securities are no longer required as part of the Issuer's or the Guarantor's capital structure. In either case, an investor may not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest payable on the Securities being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

The Issuer has the right to exchange or vary the terms of the Securities upon the occurrence of certain Special Events

If a Rating Capital Event, an Accounting Event, a Tax Deductibility Event or a Withholding Tax Event has occurred and is continuing, then, subject to the provisions of Conditions 8 and 9, the Issuer may (without any requirement for the consent or approval of the Holders or Couponholders) at any time, instead of giving notice to redeem the Securities, exchange all, but not some only, of the Securities for, or vary the terms of the Securities so that the Securities remain or become, as the case may be, Qualifying Securities. The purpose of any such exchange or variation would be, as applicable, to restore the Issuer's ability to deduct interest payments for tax purposes (in the case of a Tax Deductibility Event), to eliminate the requirement to pay Additional Amounts on account of withholding tax (in the case of a Withholding Tax Event), to restore the equity credit assigned to the Securities by any Rating Agency (in the case of a Rating Capital Event) or to restore the accounting treatment of the Securities as “equity” in the Guarantor's consolidated financial statements (in the case of an Accounting Event).

Whilst Qualifying Securities are required to have terms not materially less favourable to Holders than the terms of the Securities (as reasonably determined by the Issuer or the Guarantor and as certified to the Trustee under Condition 9), there can be no assurance that any such exchange or variation into Qualifying Securities will not have a significant adverse impact on the price of, or market for, the Securities, or on the circumstances of individual Holders. In particular, a Holder may not agree with the Issuer's or the Guarantor's determination that the Qualifying Securities are not materially less favourable, and the Qualifying Securities may contain conditions that are contrary to the investment criteria of certain investors. The tax and stamp duty consequences of holding the Qualifying Securities could also be different for some categories of Holders from the tax and stamp duty consequences for them of holding the Securities prior to such exchange or variation.

The Issuer and the Guarantor shall not be obliged to have regard to the tax position of individual Holders in connection with any such exchange or variation, except to the extent already provided in Condition 13. No Holder or Couponholder shall be entitled to claim, whether from the Issuer, the Guarantor, the Trustee, any Paying Agent or any other person, any indemnification or payment in respect of any tax or other consequences of any such exchange or variation for individual Holders.

Modification, waiver, exchange, variation and substitution

The Conditions will contain provisions for calling meetings of Holders (in the form of a physical meeting, a virtual meeting or a hybrid meeting, each as defined in the Trust Deed) to consider and vote upon matters affecting their interests generally or those of Couponholders, or to pass resolutions in writing or through the use of electronic consents. These provisions will permit defined majorities to bind all Holders including Holders who did not attend and vote at the relevant meetings or, as the case may be, did not sign the written resolution or give their consent electronically, and including Holders who voted in a manner contrary to the majority.

Certain matters, including modifications to the subordination provisions of the Securities and the Guarantee, changes to the currency of payment, reduction of principal or interest, changes to any Interest Payment Date, cancellation of the Guarantee and the substitution of another entity as principal debtor or guarantor (each a "**Reserved Matter**"), require an Extraordinary Resolution passed at a meeting at which a quorum of Holders representing not less than 66⅔ per cent. in aggregate principal amount of the Securities is present (or, at any adjourned such meeting, not less than 33⅓ per cent.). A resolution in writing signed by, or consent given by way of electronic consents through the relevant clearing systems by, Holders of not less than 75 per cent. in aggregate principal amount of the Securities outstanding will be as valid and effective as an Extraordinary Resolution passed at a meeting of Holders duly convened and held.

The Conditions will provide that the Trustee may, without the consent of the Holders or Couponholders, agree to (i) any modification of the Conditions or of any other provisions of the Trust Deed or the Paying Agency Agreement which is, in the opinion of the Trustee, of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of law, and (ii) any other modification to (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach by the Issuer and/or the Guarantor of, any of the Conditions or of the provisions of the Trust Deed or the Paying Agency Agreement which is, in the opinion of the Trustee, not materially prejudicial to the interests of the Holders. In addition, (i) the Trustee and the Principal Paying Agent shall be obliged to concur with the Issuer and the Guarantor in respect of any Benchmark Amendments in the circumstances and as otherwise set out in Condition 5(j), and (ii) the Trustee shall agree to any exchange or variation of the Securities pursuant to Condition 8, in each case without the consent or approval of the Holders or Couponholders but subject to being indemnified and/or secured and/or prefunded to its satisfaction.

The Conditions will also provide that, if a Rating Capital Event, an Accounting Event, a Tax Deductibility Event or a Withholding Tax Event has occurred and is continuing, and subject to the satisfaction of the requirements referred to in Condition 9, the Issuer may either (i) exchange all, but not some only, of the Securities for, or (ii) vary the terms of the Securities so that they remain or become, as the case may be, Qualifying Securities (see "*The Issuer has the right to exchange or vary the terms of the Securities upon the occurrence of certain Special Events*").

In addition, the Conditions permit the Trustee to agree, without the consent of the Holders or Couponholders, to the substitution of any successor in business of the Issuer, any Subsidiary of the Issuer or the Guarantor or any of their successors in business, or (in each case, if not incorporated in Switzerland) any other subsidiary or holding company of the Issuer or the Guarantor, in place of the Issuer as principal debtor under the Trust Deed, the Paying Agency Agreement and the Securities and the Coupons. The Conditions similarly permit the Trustee to agree to the substitution of any successor in business of the Guarantor (or any Subsidiary of the Guarantor or its successor in business) in place of the Guarantor as guarantor under the Guarantee. In connection with any such substitution, the Trustee will have regard to the general interests of the Holders as a class but will not have regard to the consequences of such substitution for individual Holders or Couponholders.

Any such modification, waiver, exchange, variation and/or substitution may have a significant adverse impact on the price of, or market for, the Securities.

No limitation on issuing or guaranteeing debt ranking senior to or pari passu with the Securities

There is no restriction in the Conditions on the amount of debt which the Issuer and/or the Guarantor may issue or guarantee. The Issuer, the Guarantor and their respective subsidiaries and affiliates may incur additional indebtedness or grant guarantees in respect of indebtedness or guarantees of third parties, including indebtedness and guarantees that rank pari passu with or senior to the Securities or any Parity Obligations of the Issuer or Parity Obligations of the Guarantor, as applicable. The issue of any such securities or the incurrence of any such other liabilities may reduce the amount (if any) recoverable by Holders in any insolvency or similar proceedings of the Issuer and/or the Guarantor (as described in Conditions 3(a) and 4(c), and as further described in "*The Issuer's and the Guarantor's obligations in respect of the Securities are subordinated*" above) and/or may increase the likelihood of a deferral of interest payments under the Securities.

Redemption, exchange or variation following a Rating Capital Event

If, due to any amendment to, clarification of, or change in the assessment criteria under its hybrid capital methodology or in the interpretation thereof, in each case occurring or becoming effective after the Issue Date, (a) all or any of the Securities will no longer be eligible (or if the Securities have been partially or fully re-financed since the Issue Date and are no longer eligible for equity credit from such Rating Agency in part or in full as a result, all or any of the Securities would no longer have been eligible as a result of such amendment to, clarification of or, change in the assessment criteria or in the interpretation thereof had they not been re-financed) for the same or a higher amount of equity credit as was attributed to the Securities as at the Issue Date (or, if equity credit was not assigned to the Securities by the relevant Rating Agency on the Issue Date, as at the date on which equity credit is assigned by such Rating Agency for the first time) or (b) the length of time the Securities are assigned a particular level of equity credit, after being assigned such equity credit for the first time, by that Rating Agency is shortened as compared to the length of time they would have been assigned that level of equity credit by that Rating Agency under its prevailing criteria on the Issue Date (or, if equity credit was not assigned to the Securities by the relevant Rating Agency on the Issue Date, as at the date on which equity credit is assigned by such Rating Agency for the first time), the Securities may be subject to optional redemption by the Issuer or the Issuer may exchange, or vary the terms of, the Securities. See "*The Issuer has the right to redeem the Securities in certain circumstances*" and "*The Issuer has the right to exchange or vary the terms of the Securities upon the occurrence of certain Special Events*" above.

The current IFRS accounting classification of financial instruments such as the Securities as equity instruments may change, which may result in the occurrence of an Accounting Event

In June 2018, the International Accounting Standards Board (the "**IASB**") published the discussion paper DP/2018/1 on "Financial Instruments with Characteristics of Equity" (the "**DP/2018/1 Paper**"), which among other things proposed a new classification approach to clearly articulate the principles for classifying financial instruments as financial liabilities or equity instruments, and to improve the consistency, completeness and clarity of the classification requirements in IAS 32.

In November 2023, the IASB issued an Exposure Draft IASB/ED/2023/5 "Financial Instruments with Characteristics of Equity (Proposed amendments to IAS 32, IFRS 7 and IAS 1)" (the "**Exposure Draft**"). In the Exposure Draft, the IASB decided to focus on clarifying the classification requirements in IAS 32, including their underlying principles, to address known practice issues that arise in applying IAS 32, including the meaning of the term "liquidation" in connection with contingent settlement provisions. The Exposure Draft also set out proposals to improve the disclosure and presentation requirements of financial instruments classified as financial liabilities or equity instruments in the financial statements for users and investors to better understand their nature and terms, amounts, extent and timing of risks. The IASB has been redeliberating the proposals in the Exposure Draft since October 2024, and has made tentative decisions in relation to presentation of equity instruments, certain disclosure requirements and the effects of relevant laws or regulations. The IASB has indicated that it expects to complete technical redeliberations by the first half of 2027, with final amendments (comprising a package of amendments to IAS 32, IFRS 7, IFRS 18 and IFRS 19) to be issued thereafter. As at the date of this Prospectus, the timing and content of any final amendments to IAS 32, IFRS 7 or related standards, and the extent to which any such amendments would affect the accounting classification of instruments such as the Securities, remain uncertain.

If changes are proposed and implemented, the current IFRS accounting classification of financial instruments such as the Securities as equity instruments may change and this may result in the occurrence of an Accounting Event. In such an event, the Issuer may have the option to redeem, in whole but not in part, the Securities, or to exchange the Securities or vary the terms of the Securities, in each case as more particularly described in the Conditions.

No assurance can be given as to the future classification of the Securities from an accounting perspective or whether any such change may result in the occurrence of an Accounting Event, thereby providing the Issuer with the option to redeem, exchange or vary the terms of the Securities pursuant to the Conditions.

For a description of the risks related to the early redemption of the Securities, see the risk factors entitled "The Issuer has the right to redeem the Securities in certain circumstances" and "The Issuer has the right to exchange or vary the terms of the Securities upon the occurrence of certain Special Events" above.

The interest rate on the Securities will reset on the First Reset Date and on every Reset Date thereafter, which can be expected to affect the interest payments on the Securities and the market value of the Securities

The Securities will bear interest at a fixed rate until (but excluding) the First Reset Date. Market interest rates typically change on a daily basis. Since the fixed rate of interest for the Securities will be reset on the First Reset Date and on each subsequent Reset Date, the interest payments on the Securities will also change. In addition, the applicable margin over the 5-year mid-swap rate is subject to scheduled step-ups on the First Step-up Date (an increase of 25 basis points) and the Second Step-up Date (a further increase of 75 basis points), and, upon the occurrence of a Change of Control Event that is not followed by an early redemption of the Securities, is subject to the Change of Control Step-up Margin (an additional 5.00 per cent. per annum).

Holders should be aware that movements in market interest rates, together with the operation of the reset and step-up mechanics described above, can adversely affect the price of the Securities and can lead to losses for the Holders if they sell the Securities. Holders are exposed to the risk of fluctuating interest rate levels and uncertain interest income as the reset and step-up rates could affect the market value of an investment in the Securities.

Reform and regulation of "benchmarks"

The 5-year mid-swap rate and EURIBOR, to which interest on the Securities during any Reset Period is linked (each a "**Benchmark**" and together, the "**Benchmarks**"), are the subject of regulatory scrutiny and national and international regulatory guidance and reform aimed at supporting the transition to robust Benchmarks. Most reforms have now reached their planned conclusion and Benchmarks remain subject to ongoing monitoring. These reforms may cause such Benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on the value of, and the interest payable under, the Securities. Reforms relating to Benchmarks include the Benchmarks Regulation and Regulation (EU) 2016/1011 as it forms part of domestic law in the UK by virtue of the European Union (Withdrawal) Act 2018 (the "**Benchmark Regulations**").

Any changes to a Benchmark as a result of the Benchmark Regulations or other initiatives could have a material adverse effect on the costs of refinancing a Benchmark or the costs and risks of administering or otherwise participating in the setting of a Benchmark and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or participate in certain Benchmarks, trigger changes in the rules or methodologies used in certain Benchmarks or lead to the disappearance of certain Benchmarks. Although it is uncertain whether or to what extent any of the abovementioned changes and/or any further changes in the administration or method of determining a Benchmark could have an effect on the value of the Securities, investors should be aware that they face the risk that any changes to the relevant Benchmark may have a material adverse effect on the value of, and the interest payable under, the Securities.

The Conditions provide that, if a Benchmark Event (which, amongst other events, includes the Original Reference Rate ceasing to exist, be administered or be published) occurs, the Issuer shall use its reasonable endeavours to appoint an Independent Adviser. The Independent Adviser shall endeavour to determine a Successor Rate or, failing which, an Alternative Rate and, in either case, an Adjustment Spread (which could be positive, negative or zero) to be used in place of the Original Reference Rate. The use of any such Successor Rate or Alternative Rate with the application of an Adjustment Spread to determine the Reset Interest Rate for a Reset Period may result in the Securities performing differently (which may include payment of a lower Reset Interest Rate for such Reset Period) than they would if the Original Reference Rate were to continue to apply.

Furthermore, if a Successor Rate, Alternative Rate and/or Adjustment Spread, as applicable, is determined by the Independent Adviser, the Conditions provide that the Issuer may, subject to certain conditions, vary the Conditions, the Trust Deed and/or the Paying Agency Agreement, as necessary, to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread, as applicable, without any requirement for consent or approval of the Holders or the Couponholders.

Notwithstanding the occurrence of a Benchmark Event, the Issuer may be unable to appoint an Independent Adviser in accordance with the Conditions, or the Independent Adviser may not be able to determine or select a Successor Rate or Alternative Rate or, in either case, the applicable Adjustment Spread (if any) in accordance with the Conditions before the Reset Interest Determination Date in respect of a Reset Period. In addition, no Successor Rate or Alternative Rate will be adopted, nor any Adjustment Spread applied, nor will any Benchmark Amendments be made, if and to the extent that, in the determination of the Issuer and the Guarantor, the same could reasonably be expected to result in a reduction of the amount of equity credit assigned by any Rating Agency to the Securities immediately prior to the occurrence of the relevant Benchmark Event, or otherwise prejudice the eligibility of the Securities for equity credit from any Rating Agency. In any such circumstances, the Conditions provide for certain additional fallback provisions which may result in the 5-year Swap Rate (as defined in the Conditions) being set by reference to offered quotations from banks communicated to the Issuer (and subsequently communicated by the Issuer to the Calculation Agent) or the last annualised mid-swap rate with a term of five years that was displayed on the Reset Screen Page being used to determine the Reset Interest Rate for a Reset Period. If the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser fails to determine a Successor Rate or Alternative Rate or, in either case, the applicable Adjustment Spread (if any) for the life of the Securities, or no Successor Rate or Alternative Rate is adopted, no Adjustment Spread is applied and no Benchmark Amendments are made because to do so could reasonably be expected to reduce the equity credit assigned to the Securities by any Rating Agency immediately prior to the occurrence of the relevant Benchmark Event, or otherwise prejudice the eligibility of the Securities for equity credit from any Rating Agency, this could result in the Securities, in effect, becoming fixed rate securities. Any of the foregoing could have an adverse effect on the value or liquidity of, and return on, the Securities.

It may be difficult for Holders to enforce judgments obtained before the English courts against the Issuer in the Netherlands

The Issuer is incorporated with limited liability under the laws of the Netherlands, and its assets may be located in the Netherlands, so any judgment obtained by Holders in respect of the Securities in the English courts against the Issuer may need to be enforced in the Netherlands.

As of 1 July 2025, the Convention of 2 July 2019 on the Recognition and Enforcement of Foreign Judgments in Civil or Commercial Matters (the "**Hague Judgments Convention 2019**") entered into force for the UK. The Hague Judgments Convention 2019 provides a recognition and enforcement regime for court judgments in civil or commercial matters and applies to a choice-of-court agreement other than an exclusive choice-of-court agreement. A final and conclusive judgment obtained by Holders for the payment of money in respect of the Securities in the English courts against the Issuer should be recognised by the Dutch courts without review of its merits, subject to and in accordance with the Hague Judgments Convention 2019. However, it is currently unclear whether a Dutch court will (re-)assess the validity of the foreign choice-of-court agreement under the Hague Judgments Convention 2019 or under Dutch law when an enforceable judgment of the English court is submitted for recognition and enforcement on the basis of the Hague Judgments Convention 2019.

If the Hague Judgments Convention 2019 does not apply, any judgment obtained in respect of the Securities in the English courts against the Issuer will not automatically be recognised and enforced by the Dutch courts. In the absence of an applicable convention between the UK and the Netherlands, if a final and conclusive judgment for the payment of money of an English court which is enforceable in England is filed with the competent Dutch court, the Dutch court will generally give binding effect to the English judgment insofar as it finds that the jurisdiction of the English court has been based on grounds which are internationally acceptable and that proper legal procedures have been observed, and unless the English judgment contravenes Dutch public policy or is incompatible with a judgment rendered between the same parties by a Dutch court or with an earlier judgment rendered between the same parties by a non-Dutch court in a dispute that concerns the same subject and is based on the same cause, provided that the earlier judgment qualifies for recognition in the Netherlands. The enforcement by Holders in the Netherlands of a judgment obtained against the Issuer in the courts of England may therefore be difficult and could be subject to significant delays and costs.

Factors that affect the Issuer's ability to fulfil its obligations under the Securities.

The Issuer is a finance vehicle whose principal purpose is to raise debt to be deposited with the Group. Accordingly, the Issuer has no trading assets and does not generate any trading income. Securities issued by the Issuer are guaranteed by the Guarantor pursuant to the Guarantee. Accordingly, if the Guarantor's financial condition was to deteriorate, the Issuer and the Holders may suffer direct and materially adverse consequences.

Changes in law

The Conditions are governed by, and construed in accordance with, English law, except for (i) Conditions 2 and 3 (and the corresponding provisions of the Trust Deed), which are governed by Dutch law, and (ii) Conditions 4(b), 4(c) and 4(d) (and the corresponding provisions of the Trust Deed), which are governed by Swiss law. No assurance can be given as to the impact of any possible judicial decision or change to English, Dutch or Swiss law or administrative practice in the relevant jurisdiction after the date of this Prospectus, and any such change could materially adversely affect the value of the Securities.

Integral multiples of less than the minimum specified denomination

The denominations of the Securities are €100,000 and integral multiples of €1,000 in excess thereof, up to and including €199,000. It is therefore possible that the Securities may be traded in amounts in excess of €100,000 that are not integral multiples of €100,000. In such a case, a Holder who, as a result of trading such amounts, holds a principal amount of less than €100,000 of the Securities would need to purchase an additional principal amount of Securities such that its holding amounts to at least €100,000 (or a higher permitted denomination). If Definitive Securities are issued, Holders should be aware that Definitive Securities which have a denomination that is not an integral multiple of €100,000 may be illiquid and difficult to trade. Except in the limited circumstances set out in the Permanent Global Security, investors will not be entitled to receive Definitive Securities.

Credit ratings may not reflect all risks

One or more independent credit rating agencies may assign a credit rating to the Securities. The rating may not reflect the potential impact of all risks related to structure, the market, additional factors discussed in this section, and other factors that may affect the value of the Securities. 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.

In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not (1) issued by a credit rating agency established in the EEA and registered under the CRA Regulation or (2) provided by a credit rating agency not established in the EEA but is endorsed by a credit rating agency established in the EEA and registered under the CRA Regulation or (3) provided by a credit rating agency not established in the EEA which is certified under the CRA Regulation. Similarly, in general, UK regulated investors are restricted from using a rating for regulatory purposes if such rating is not (1) issued by a credit rating agency established in the UK and registered under the UK CRA Regulation or (2) provided by a credit rating agency not established in the UK but is endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation or (3) provided by a credit rating agency not established in the UK which is certified under the UK CRA Regulation.

3 RISKS RELATED TO THE MARKET GENERALLY

Investors may not have access to a liquid secondary market into which to sell the Securities

The Securities are new securities which may not be widely distributed and for which there is currently no active trading market. Although application will be made for the Securities to be admitted to the Official List and to trading on the Market, there is no assurance that an active trading market will develop. If a market does develop, it may not be liquid. Therefore, investors may not be able to sell their Securities 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 securities 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 securities generally would have a more limited secondary market and more price volatility than conventional debt securities. In addition, liquidity for the Securities may be limited depending on the level of concentration of allocations made to investors.

Illiquidity may have a severely adverse effect on the market value of the Securities.

Investors will face the risks of exchange rate fluctuation and possible exchange controls

The Issuer will pay principal and interest on the Securities and the Guarantor will make any payments under the Guarantee in euro. This presents certain risks relating to currency or currency unit conversions if an investor's financial activities are denominated principally in a currency or a currency unit (the "**Investor's Currency**") other than euro. These include the risk that exchange rates may significantly change (including changes due to devaluation of euro or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to euro would decrease (1) the Investor's Currency equivalent yield on the Securities, (2) the Investor's Currency equivalent value of the principal payable on the Securities and (3) the Investor's Currency equivalent market value of the Securities.

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

4 RISKS RELATED TO TAXATION

Interest on the Securities and payments under the Guarantee may become subject to Swiss withholding tax

The Swiss withholding tax laws impose a 35 per cent. withholding tax *(Verrechnungssteuer)* on interest payments (including if covered by a guarantee in respect thereof) on debt instruments issued (i) by an issuer resident in Switzerland for Swiss withholding tax purposes, or (ii) by a non-Swiss member of a group with a relevant guarantee granted by a Swiss member of the group if the aggregate amount of the proceeds from the issuance of all outstanding relevant debt instruments issued by a non-Swiss member of the group with a relevant guarantee granted by a Swiss member of the group that is applied (within the meaning of Swiss tax practice) in Switzerland exceeds the amount permissible under the tax laws in force in Switzerland at the relevant time.

For as long as any Security is outstanding, the Group will ensure that (i) the Issuer maintains its statutory seat and place of effective management outside Switzerland and no issuance of any Securities is attributable to a permanent establishment of the Issuer in Switzerland (so that the Issuer does not become a resident in Switzerland for Swiss withholding tax purposes), and (ii) the aggregate amount of the proceeds from the issuance of all outstanding relevant debt instruments issued by a non-Swiss member of the Group with a relevant guarantee granted by a Swiss member of the Group (including the Securities) that is applied (within the meaning of Swiss tax practice) in Switzerland does not exceed the amount permissible under the tax laws in force in Switzerland at the relevant time without subjecting interest payments due under the Securities (or any payments under the Guarantee) to Swiss withholding tax. The Holders of Securities should be aware that the amount permissible is determined by reference to values that are not fixed but subject to change; the referenced values include, for example, the relevant net equity of the direct and indirect non-Swiss subsidiaries of the Group. If that threshold were exceeded at any time, or if the Issuer were to become resident in Switzerland for Swiss withholding tax purposes, interest on the Securities (and any payments under the Guarantee) would become subject to Swiss withholding tax at the rate of 35 per cent., with the consequences described under *"Holders may not be entitled to gross-up for Swiss withholding tax, and any gross-up for Swiss withholding tax may be unenforceable"* below.

Holders may not be entitled to gross-up for Swiss withholding tax, and any gross-up for Swiss withholding tax may be unenforceable

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

The Issuer, or as the case may be, the Guarantor, will pay such Additional Amounts as may be necessary in order that the net payment received by each Holder, after withholding for any taxes imposed by tax authorities in The Netherlands or Switzerland upon payments made by or on behalf of the Issuer in respect of the Securities or the Guarantor in respect of the Guarantee (as applicable), will equal the amount which would have been received in the absence of any such withholding taxes, except that no such Additional Amounts shall be payable in respect of any Securities in the circumstances described in Condition 13(a) to (f) (inclusive) *(Taxation)*.

The Holders should be aware that, although the terms of the Securities generally provide that, in the event of any withholding or deduction on account of Swiss tax being required by Swiss law, the Issuer or the Guarantor, as the case may be, shall, subject to certain exceptions, pay Additional Amounts so that the net amount received by the Holders shall equal the amount which would have been received in the absence of such withholding or deduction, such obligation may not be valid under Swiss law and may therefore prejudice the validity or enforceability of such terms.

A reform of the Swiss federal withholding tax system that would, in part, have replaced the current debtor-based regime with a paying-agent-based regime was rejected in a referendum held in September 2022, and the existing debtor-based system therefore remains in place. It cannot, however, be excluded that a paying-agent-based regime could be introduced in the future. If such a regime were enacted and resulted in the deduction or withholding of Swiss federal withholding tax on any payment in respect of a Security by a person in Switzerland other than the Issuer, the Holder of such Security would not be entitled to any Additional Amounts under the Conditions.

OVERVIEW OF THE SECURITIES

The following overview must be read as an introduction to this Prospectus and any decision to invest in the Securities should be based on a consideration of this Prospectus as a whole, including the documents incorporated by reference therein. The following general description does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Prospectus, including the section titled "Terms and Conditions of the Securities".

Words and expressions defined in "Terms and Conditions of the Securities" below or elsewhere in this Prospectus have the same meanings in this overview.

Issuer:	Swisscom Finance B.V.
Legal Entity Identifier of the Issuer:	549300L41E8X8K71RV25
Guarantor:	Swisscom Ltd.
Legal Entity Identifier of the Guarantor:	5493005SL9HHOXS3B739
Risk Factors:	Investing in the Securities involves certain material risks, such material risks have been identified by the Issuer and the Guarantor and are set out in more detail below in "*Risk Factors*".
Sole Global Coordinator and Structuring Agent:	Deutsche Bank Aktiengesellschaft
Joint Lead Managers:	Banco Bilbao Vizcaya Argentaria, S.A., BNP PARIBAS, BofA Securities Europe SA, Deutsche Bank Aktiengesellschaft and UBS AG London Branch.
Principal Paying Agent:	BNP Paribas SA, Luxembourg Branch
Trustee:	BNP Paribas Trust Corporation UK Limited pursuant to a trust deed dated 27 August 2026 (the "**Trust Deed**").
Securities Offered:	EUR 500,000,000 Subordinated Perpetual Fixed Rate Resettable Capital Securities (the "**Securities**")
Issue Date:	27 August 2026
Maturity:	The Securities will be perpetual securities in respect of which there is no fixed maturity date.
Interest:	The Securities will bear interest on their principal amount from (and including) the Issue Date. Subject as described in "*Optional Interest Deferral*" below and to increase following a Change of Control Event as described below, interest shall be payable on the Securities annually in arrear on 27 February in each year (each an "**Interest Payment Date**"),

	except that the first payment of interest, to be made on 27 February 2027, will be in respect of the period from (and including) the Issue Date to (but excluding) 27 February 2027. The Securities will bear interest: (i) from (and including) the Issue Date to (but excluding) 27 February 2032 (the "**First Reset Date**") at a rate of 4.125 per cent. per annum, payable annually in arrear on 27 February in each year; (ii) from (and including) the First Reset Date to (but excluding) 27 February 2037 (the "**First Step-up Date**") at a rate per annum equal to the aggregate of 1.114 per cent. and the 5-year Swap Rate for the relevant Reset Period payable annually in arrear on 27 February in each year; (iii) from (and including) the First Step-up Date to (but excluding) 27 February 2052 (the "**Second Step-up Date**") at a rate per annum equal to the aggregate of 1.364 per cent. and the 5-year Swap Rate for the relevant Reset Period payable annually in arrear on 27 February in each year; and (iv) from (and including) the Second Step-up Date, at a rate per annum equal to the aggregate of 2.114 per cent. and the 5-year Swap Rate for the relevant Reset Period payable annually in arrear on 27 February in each year, in each case subject to, in the case of a Change of Control Event and unless the Issuer elects to redeem the Securities in accordance with Condition 7(h) on or before the 30th day following the expiry of the Change of Control Exercise Period, an increase equal to the Change of Control Step-up Margin (being 5.00 per cent. per annum) with effect from (and including) the day immediately following the Change of Control Step-up Date. All as more particularly described in "*Terms and Conditions of the Securities - Interest Payments*".
Optional Interest Deferral:	The Issuer may, at its discretion, elect to defer all or part of any Interest Payment (any such deferred Interest Payment, a "**Deferred Interest Payment**") which is otherwise scheduled to be paid on an Interest Payment Date, as more particularly described in "*Terms and Conditions of the Securities — Optional Interest Deferral*". Any such Deferred Interest Payment shall itself bear interest at the Interest Rate prevailing from time to time (such further interest, together with the Deferred Interest Payment, being "**Deferred Interest**"). The Issuer may pay outstanding Deferred Interest, in whole or in part, at any time, and shall pay outstanding Deferred Interest on the first to occur of: (i) 10 Business

	Days following the occurrence of a Compulsory Payment Event; (ii) the next scheduled Interest Payment Date if the Issuer pays interest in full on the Securities on such date; and (iii) the date on which the Securities are redeemed or repaid in accordance with Condition 3, Condition 4, any paragraph of Condition 7 or Condition 12, or purchased in accordance with Condition 10.
Optional Redemption:	The Securities will be redeemable, at the option of the Issuer, in whole but not in part on any Optional Par Redemption Date, on giving not less than 10 nor more than 60 days' notice, at 100 per cent. of their principal amount together with any accrued and unpaid interest up to (but excluding) the redemption date and any outstanding Deferred Interest. "**Optional Par Redemption Date**" means (i) any Business Day from (and including) the First Optional Par Redemption Date to (and including) the First Reset Date, and (ii) each Interest Payment Date thereafter.
Make-whole Redemption:	The Issuer may also redeem the Securities, in whole but not in part, on any Business Day other than an Optional Par Redemption Date, on giving not less than 10 nor more than 60 days' notice, at the Make-whole Redemption Amount, together with any accrued and unpaid interest up to (but excluding) the redemption date and any outstanding Deferred Interest.
Special Event Redemption:	If a Rating Capital Event, an Accounting Event, a Tax Deductibility Event or a Withholding Tax Event has occurred and is continuing or if a Substantial Repurchase Event or a Change of Control Event has occurred, the Securities may be redeemed at the option of the Issuer as more particularly described in "*Terms and Conditions of the Securities - Redemption*". Redemptions following a Rating Capital Event, an Accounting Event or a Tax Deductibility Event are at 101 per cent. of principal before the First Optional Par Redemption Date and at par thereafter. Redemptions following a Withholding Tax Event, a Substantial Repurchase Event or a Change of Control Event are expected to be at par. In each case, redemption is together with any accrued and unpaid interest and any outstanding Deferred Interest.
Exchange or Variation:	The Issuer may, if a Rating Capital Event, an Accounting Event, a Tax Deductibility Event or a Withholding Tax Event has occurred and is continuing, and subject to the provisions of Conditions 8 and 9, at any time, without the consent or approval of the Holders or Couponholders, either (i) exchange all, but not some only, of the Securities for, or (ii) vary the terms of the Securities with the effect that the Securities remain or become, as the case may be, Qualifying Securities, as more particularly described in "*Terms and Conditions of the Securities – Exchange or Variation*".
Replacement Intention:	The Guarantor intends (without thereby assuming a legal obligation), that it or the Issuer will (but neither it nor the Issuer is obliged to) redeem

	or repurchase the Securities only to the extent that the Securities are replaced with instrument(s) which provide at least an equivalent quantum of "equity credit" (or such other nomenclature used from time to time), unless: (i) the Securities are redeemed pursuant to a Rating Capital Event, a Tax Deductibility Event, a Withholding Tax Event, an Accounting Event, a Substantial Repurchase Event or a Change of Control Event having occurred; or (ii) the long-term corporate credit rating (or such similar nomenclature then used by S&P) assigned by S&P to the Guarantor is at least the same as or higher than the long-term corporate credit rating assigned to the Guarantor on the date of the last additional hybrid issuance (excluding refinancings without net new issuance) of the hybrid securities which were assigned a similar "equity credit" by S&P (or such similar nomenclature then used by S&P) and the Issuer is of the view that such a rating would not fall below this level as a result of such redemption or repurchase; or (iii) in the case of a repurchase or redemption, taken together with relevant repurchases or redemptions of hybrid securities of the Issuer, such repurchase or redemption is less than 10 per cent. of the aggregate principal amount of the Issuer's hybrid securities in any period of 12 consecutive months and, in any case, less than 25 per cent. of the aggregate principal amount of the Issuer's hybrid securities in any period of 10 consecutive years; or (iv) the Securities are not assigned an "equity credit" by S&P (or such similar nomenclature then used by S&P) at the time of such redemption or repurchase; or (v) in the case of a repurchase, such repurchase relates to an aggregate principal amount of Securities which is less than or equal to the excess (if any) above the maximum aggregate principal amount of the Issuer's hybrid capital to which S&P then assigns equity content under its prevailing methodology; or (vi) such redemption or repurchase occurs on or after the Second Step-up Date; or (vii) such redemption or repurchase is made in any other circumstance where redemption or repurchase without replacement is consistent with rating agencies' assessment criteria.
Issue Price:	99.419 per cent.
Status of the Securities:	The Securities and Coupons constitute direct, unsecured and subordinated obligations of the Issuer and will for so long as they are outstanding rank *pari passu* and without any preference among themselves.
Subordination of the Securities:	In the event of an order being made, or an effective resolution being passed, for the winding-up, liquidation or dissolution of the Issuer or other similar proceedings of or against the Issuer (except, in any such case, in the event of a Solvent Reorganisation), or the appointment of a trustee (*curator*) by the competent Dutch court in the event of bankruptcy (*faillissement*) affecting the whole or substantially all of the undertaking or assets of the Issuer (which appointment is not discharged within 30 days), the Trustee on behalf of the Holders and the Couponholders (or,

	in limited circumstances, the Holders in respect of their Securities) shall have a claim against the Issuer (in lieu of any other amount) for the principal amount of the Securities and any accrued and unpaid interest (including any Deferred Interest) thereon, and such claim will rank: (i) junior to the claims of all holders of Senior Obligations of the Issuer; (ii) *pari passu* with the claims of holders of holders of all Parity Obligations of the Issuer; and (iii) senior to the claims of holders of all Junior Obligations of the Issuer, in each case for so long as they remain outstanding, See "*Terms and Conditions of the Securities – Subordination of the Securities and the Coupons*" See "*Risk Factors – Risks related to the Securities – The remedies for default under the Securities are limited*".
Status of the Guarantee:	The obligations of the Guarantor under the Guarantee constitute direct, unsecured and subordinated obligations of the Guarantor and rank *pari passu* and without any preference or priority among themselves.
Subordination of the Guarantee:	In the event of an order being made, or an effective resolution being passed, for the opening of bankruptcy proceedings, liquidation proceedings, composition proceedings of the Guarantor or other similar proceedings of or against the Guarantor (except, in any such case, in the event of a Solvent Reorganisation), or the appointment of a bankruptcy administration, liquidator or composition commissioner in respect of the Guarantor or the whole or substantially all of its undertaking or assets under Swiss law (which appointment is not discharged within 30 days), the Trustee on behalf of the Holders and the Couponholders (or, in limited circumstances, the Holders in respect of their Securities) shall have a claim against the Guarantor (in lieu of any other amount) for the principal amount of the Securities and any accrued and unpaid interest (including any Deferred Interest) thereon, and such claim will constitute a direct, unsecured and contractually subordinated claim against the Guarantor and will rank (i) junior to the claims of all holders of Senior Obligations of the Guarantor, (ii) *pari passu* with the claims of holders of all Parity Obligations of the Guarantor and (iii) senior to the claims of holders of all Junior Obligations of the Guarantor, in each case for so long as they remain outstanding. See "*Risk Factors – Risks related to the Securities – The remedies for default under the Securities are limited*".

Use of Proceeds:	The net proceeds from the issuance of the Securities will be used by the Issuer for general corporate purposes including to refinance existing indebtedness of the Group.
Listing and Admission to Trading:	Application will be made to the Luxembourg Stock Exchange for the Securities to be admitted to the Official List and to trading on the Market.
Clearing Systems:	Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking, S.A. ("**Clearstream, Luxembourg**").
Forms of Securities:	The Securities are serially numbered and in bearer form. The Securities will initially be represented by a temporary global Security (the "**Temporary Global Security**"), without Coupons or Talons, which will be deposited on or about the Issue Date with a common depositary for Euroclear and Clearstream, Luxembourg. Interests in the Temporary Global Security will be exchangeable for interests in a permanent global Security (the "**Permanent Global Security**"), without Coupons or Talons, not earlier than 40 days after the Issue Date upon certification of non-U.S. beneficial ownership. Definitive Securities in bearer form with Coupons and a Talon attached will be issued only in the limited circumstances described in the Permanent Global Security.
Denominations:	€100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000. No definitive Securities will be issued with a denomination above €199,000.
Governing Law:	English law, except for (i) Conditions 2 and 3 (and the corresponding provisions of the Trust Deed) which shall be governed by, and construed in accordance with, Dutch law and (ii) Conditions 4(b), 4(c) and 4(d) (and the corresponding provisions of the Trust Deed) which shall be governed by, and construed in accordance with, Swiss law.
Ratings:	The Securities are expected to be rated BBB- by S&P and Baa2 by Moody's. **A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning Rating Agency.**
Selling Restrictions:	There are restrictions on the sale of the Securities and the distribution of offering material in the United States, the EEA (including the Republic of Italy), Singapore, Canada, the UK, and Switzerland. See "*Subscription and Sale*" below.
Enforcement of the Securities:	The Securities have the benefit of a Trust Deed (as defined above). No Holder or Couponholder may proceed directly against the Issuer or the Guarantor, unless the Trustee, having become bound to do so, fails to do within 60 days and such failure is continuing. See "*Terms and Conditions of the Securities – Default and Enforcement*" below.
Events of Default:	

ISIN:	XS3460850616
Common Code:	346085061

DOCUMENTS INCORPORATED BY REFERENCE

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

1. the Issuer's annual report for the year ended 31 December 2025 (the "**2025 Issuer Annual Report**") (which is available at https://www.swisscom.ch/content/dam/assets/about/investoren/berichte/documents/2026/swisscom-finance-annual-report-2025.pdf);

2. the Issuer's annual report for the year ended 31 December 2024 (the "**2024 Issuer Annual Report**") (which is available at https://www.swisscom.ch/content/dam/assets/about/investoren/documents/swisscom-finance-annual-report-2024-final.pdf);

3. the Group's unaudited consolidated interim financial statements as of and for the six-month period ended 30 June 2026 and the notes thereto set out on pages 11-21 (inclusive) of the Group's interim report as of and for the six-month period ended 30 June 2026 (the "**2026 Guarantor H1 Interim Report**") (which is available at https://www.swisscom.ch/content/dam/assets/about/investoren/berichte/documents/2026/2026-q2-interim-report.pdf);

4. the Group's annual report as of and for the year ended 31 December 2025, excluding page 4, the final paragraph of the section "Increase in revenue" on page 12, the table "Adjustments of key performance indicators" on page 40, page 42, the final paragraph of the "Summary" on page 43, the table "Net debt" and first paragraph thereof on page 48, and page 50 therein (the "**2025 Guarantor Annual Report**") (which is available at https://reports.swisscom.ch/download/2025/en/swisscom_geschaeftsbericht_gesamt_2025_en.pdf); and

5. the Group's annual report as of and for the year ended 31 December 2024, excluding the Net debt/EBITDA ratio for 2024 on pages 2, 6, 41 and 50, the final paragraph of page 41, page 52, and the ratio enterprise value/EBITDA for 2024 on page 54 therein (the "**2024 Guarantor Annual Report**") (which is available at https://reports.swisscom.ch/download/2024/en/swisscom_geschaeftsbericht_gesamt_2024_en.pdf),

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

The 2025 Issuer Annual Report was prepared and filed in Standard Business Reporting ("**SBR**") format in accordance with applicable regulations. The version incorporated by reference in this Prospectus is a PDF/printed version that has been prepared for ease of use and does not contain the SBR data included in the official filing. The auditor's report included therein relates to the audited financial statements forming part of such filing.

The information incorporated by reference pursuant to paragraphs 1.-5. above have been previously published or are published simultaneously with this Prospectus and have been filed with the CSSF and the Luxembourg Stock Exchange. The Documents Incorporated by Reference may be inspected on the website of the Guarantor at the links provided above. The information incorporated by reference will also be available on the website of the Luxembourg Stock Exchange (*www.luxse.com*).

The Documents Incorporated by Reference shall be incorporated in, and form part of, this Prospectus, save that any statement contained in a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Prospectus. Those parts of the documents incorporated by reference in this Prospectus which are not specifically incorporated by reference in this Prospectus are either not relevant for prospective investors in the Securities or the relevant information is included elsewhere in this Prospectus, and such parts shall not form part of this Prospectus. Any documents themselves incorporated by reference in the documents incorporated by reference in this Prospectus shall not form part of this Prospectus. Any websites referred to in this Prospectus (except for the documents available at the links mentioned above to the extent incorporated by reference herein) are for information purposes only and do not form part of this Prospectus.

The following table indicates where information required by the Delegated Regulation to be disclosed in, and incorporated by reference into, this Prospectus can be found in the documents referred to above. The information incorporated by reference that is not included in the cross-reference list is either not relevant for investors or covered elsewhere in this Prospectus.

Information required by the Delegated Regulation	**Document/Location**
Business Overview	
Our principal activities (Annex 7, Section 4.1.1 of the Delegated Regulation)	2025 Guarantor Annual Report (pages 33 to 34)
The section entitled "Financial Review"	2025 Guarantor Annual Report (pages 40 to 49, excluding the table "Adjustments of key performance indicators" on page 40, page 42, the final paragraph of the "Summary" on page 43, and the table "Net debt" and first paragraph thereof on page 48)
The section entitled "Management commentary"	2025 Guarantor Annual Report (pages 16 to 49, excluding the table "Adjustments of key performance indicators" on page 40, page 42, the final paragraph of the "Summary" on page 43, and the table "Net debt" and first paragraph thereof on page 48)
Organisational Structure	
Organisational structure (Annex 7, Section 3.3 of the Delegated Regulation)	2025 Guarantor Annual Report (page 52)
Financial Information (Annex 7, Section 5 of the Delegated Regulation)	
Historical financial information as of and for the financial year ended 31 December 2025	2025 Guarantor Annual Report (pages 166 to 208)
	2025 Issuer Annual Report (pages 7 to 21)
Balance sheet	2025 Guarantor Annual Report (page 168)
	2025 Issuer Annual Report (page 9)
Income statement	2025 Guarantor Annual Report (page 167)
	2025 Issuer Annual Report (page 8)

Accounting policies and explanatory notes	2025 Guarantor Annual Report (pages 171 to 208)
	2025 Issuer Annual Report (pages 12 to 21)
Auditor’s report	2025 Guarantor Annual Report (pages 209 to 214)
	2025 Issuer Annual Report (pages 23 to 35)
Historical financial information as of and for the financial year ended 31 December 2024	2024 Guarantor Annual Report (pages 142 to 205)
	2024 Issuer Annual Report (pages 7 to 21)
Balance sheet	2024 Guarantor Annual Report (page 143)
	2024 Issuer Annual Report (page 9)
Income statement	2024 Guarantor Annual Report (page 142)
	2024 Issuer Annual Report (page 8)
Accounting policies and explanatory notes	2024 Guarantor Annual Report (pages 148 to 205)
	2024 Issuer Annual Report (pages 12 to 21)
Auditor’s report	2024 Guarantor Annual Report (pages 206 to 215)
	2024 Issuer Annual Report (pages 23 to 32)

Information required by the Delegated Regulation	**Location in the 2026 Guarantor H1 Interim Report**
Business Overview	
The sections entitled “Consolidated interim financial statements” and “Notes to the interim financial statements”	Pages 11 to 14 of the 2026 Guarantor H1 Interim Report
Consolidated statement of comprehensive income (unaudited)	Page 11 of the 2026 Guarantor H1 Interim Report
Consolidated balance sheet (unaudited)	Page 12 of the 2026 Guarantor H1 Interim Report

Consolidated statement of cash flows (unaudited)	Page 13 of the 2026 Guarantor H1 Interim Report
Consolidated statement of changes in equity (unaudited)	Page 14 of the 2026 Guarantor H1 Interim Report
Notes to the interim financial statements	Pages 15 to 21 of the 2026 Guarantor H1 Interim Report

DESCRIPTION OF THE ISSUER

Introduction

Swisscom Finance B.V. (the "**Issuer**") is a Dutch B.V. (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated with limited liability in The Netherlands on 5 March 2020, having its corporate seat in Rotterdam and being subject to Dutch legislation. The registered office of the Issuer is located at c/o NGT International B.V., Beursplein 37, 3011 AA Rotterdam, The Netherlands, with telephone number +31 6-53 53 93 49.

The Issuer is a wholly-owned subsidiary of the Guarantor and has been incorporated as a special purpose vehicle under the laws of The Netherlands and is registered with the trade register (*handelsregister*) of the Dutch Chamber of Commerce (*Kamer van Koophandel*) under number 77555104. The Issuer's Legal Entity Identifier (LEI) is 549300L41E8X8K71RV25.

According to Article 3.1 of the Articles of Association of the Issuer, the object of the Issuer is the issuance of financial instruments of all kinds for the financing of the Guarantor, as well as to carry out all which is incidental or conducive to the above, in the broadest sense.

Business Overview

The principal activity of the Issuer is to act as a finance company for the Guarantor, principally by raising funds from the capital markets through the issuing of debt instruments such as bonds and notes in order to on-lend those funds to the Guarantor.

The Issuer has not engaged, since its incorporation, in any activities other than those incidental to its incorporation, the issuance and listing of Securities and matters referred to as contemplated in this Prospectus and the authorisation, execution, delivery and performance of the other documents to which it is or will be a party and matters which are incidental or ancillary to the aforegoing.

Directors

The Directors of the Issuer are as follows:

Name	Role within the Issuer	Principal External Activities
Carmen Wäfler	Director A	Head of Group Treasury, Swisscom Ltd.
Thomas Ackermann	Director A	Senior Legal Counsel, Swisscom Ltd.
Edsel Ramon Steba	Director B	Finance Manager, NGT International B.V.
Anouk Nap-Verharen	Director B	Community Manager, NGT International B.V.

The business address of each of the directors of the Issuer is c/o NGT International B.V., Beursplein 37, 3011 AA Rotterdam, The Netherlands.

There are no potential conflicts of interest of the directors of the Issuer between their respective duties to the Issuer and their private interests or other duties.

Supervisory Board

The members of the Supervisory Board of the Issuer are as follows:

Name	Role within the Issuer	Principal External Activities
Peter Burkhalter	Member	Head of Accounting, Swisscom Ltd.
Stefan Zahler	Member	Deputy Head of Accounting, Swisscom Ltd.

The business address of each of the members of the Supervisory Board is c/o NGT International B.V., Beursplein 37, 3011 AA Rotterdam, The Netherlands.

There are no potential conflicts of interest of the members of the Supervisory Board of the Issuer between their respective duties to the Issuer and their private interests or other duties.

Independent Auditor

The independent auditor of the Issuer since its incorporation is PricewaterhouseCoopers Accountants N.V., located at Thomas R. Malthusstraat 5, 1066 JR Amsterdam, The Netherlands. The auditor signing the independent auditor's reports on behalf of PricewaterhouseCoopers Accountants N.V. is a member of the Royal Netherlands Institute of Chartered Accountants (*Koninklijke Nederlandse Beroepsorganisatie van Accountants*).

Share Capital

The Issuer's authorised share capital consists of EUR 100,000.00 divided into 100,000 ordinary shares at EUR 1.00 par value per share. The share capital of the Issuer is fully subscribed and paid-up by the Guarantor as the sole shareholder.

DESCRIPTION OF THE GUARANTOR

Introduction

Swisscom Ltd. (the "**Guarantor**") is a public limited company with special status (*spezialgesetzliche Aktiengesellschaft*) established under Article 2 ff of the TEA and the Swiss Code of Obligations with unlimited duration. The Guarantor maintains its registered office at 3063 Ittigen, Switzerland, with its business address at Alte Tiefenaustrasse 6, 3048 Worblaufen (Postal address: 3050 Berne) and telephone number +41 58 221 73 08. The Guarantor is registered in the Canton of Berne under the company identification number (UID) CHE-102.753.938. The Guarantor is the parent company of the Swisscom group, and has its shares listed on the International Reporting Standard of the SIX Swiss Exchange. The Guarantor's Legal Entity Identifier (LEI) is 5493005SL9HHOXS3B739.

The Guarantor is rated A- by S&P Global Ratings UK Limited and A2 by Moody's Investors Service Ltd.

Purpose

Article 2 of the Guarantor's articles of association provides the corporate purpose of the Guarantor as follows:

"The purpose of the Corporation is to provide telecommunications and radiocommunication services in and outside Switzerland, and to offer products and services related thereto.

The Corporation may enter into all transactions which the business purpose entails, including the purchase and sale of real estate, the procurement and investment of funds on the money and capital markets, the establishment and purchase of interests in corporations and other means of co-operation with third parties."

History and development

The incorporation of the Guarantor was registered with the commercial registry on 27 July 1998 as a result of the transformation of Telecom PTT. Telecom PTT was created in 1920 by the Swiss government through the combination of the telegraph and telephone networks with the postal service. Following the deregulation of the Swiss telecommunications market in 1997 with the passage of the TEA, Telecom PTT was transformed and rebranded as Swisscom Ltd. and listed on the SIX Swiss Exchange on 5 October 1998.

The Guarantor undertook a reorganisation of the Group in Switzerland between 2007 and 2008, with the aim of aligning the organisation structure to strengthen customer service and the Swisscom brand identity. Changes made include reorganising the business to align with customer segments (Residential Customers, Business Customers, etc.), adopting a new visual brand identity, as well as the consolidation of several subsidiaries into (the former) Swisscom Fixnet Ltd that was subsequently renamed as Swisscom (Switzerland) Ltd ("**Swisscom Switzerland**"). The introduction of a new visual identity reflected the repositioning of the Guarantor as a telecommunications, IT, multimedia and entertainment company with one clear corporate branding strategy.

To support the Group's growth in light of decreasing prices in the telecommunications business in Switzerland, the Guarantor acquired Fastweb in May 2007, one of Italy's largest broadband telecom companies, expanding its operations to the fourth largest broadband market in Europe. The Guarantor also entered the television ("**TV**") industry in 2007 with the introduction of Bluewin TV (renamed Swisscom TV in 2009 and blue TV in 2021), an Internet-based TV service combining telecommunications, Internet technology, multimedia and entertainment. In 2014, the Guarantor acquired PubliGroupe SA through a public takeover and was thereby able to expand its portfolio in the area of directories and digital advertising.

In March 2024, the Guarantor signed a share purchase agreement with Vodafone Group Plc regarding the acquisition of 100 per cent. of the shares in Vodafone Italia for a purchase price of EUR 8.0 billion (on a cash and debt-free basis). The acquisition was completed on 31 December 2024 after all regulatory approvals were received. As of 1 January 2026, Vodafone Italia merged with the Guarantor's indirect subsidiary Fastweb, which continues to operate on the market under the corporate brand "Fastweb + Vodafone".

The entire purchase price for Vodafone Italia was payable in cash and financed using debt. The merger of Vodafone Italia and Fastweb combines complementary, high-quality mobile communications and fixed telephone network infrastructures with expertise and practical knowledge and establishes a leading provider in the Italian market.

Following the acquisition of Vodafone Italia, the Guarantor has adjusted its governance and organisational structure. A Group Executive Committee, led by the Group CEO and further consisting of the Group CFO, the Head of Group Strategy & Business Development (Group CSO) and the Head of Group Human Resources (Group CPO), has been established to oversee Group-wide management. The business operations in Switzerland and Italy are each managed by a dedicated Executive Committee. Segment reporting has been aligned with this new organisational structure. Starting from the 2025 financial year, the Guarantor reports in the segments "Switzerland", "Italy" and "Others".

The segments "Switzerland" and "Italy" are each broken down into Residential Customers, Business Customers, Wholesale, and Infrastructure & Support Functions. The Residential Customers division provides telecommunications services such as mobile communications, fixed network telephony, broadband and TV to residential customers. The Business Customers division focuses on telecommunications services and IT service solutions for large corporate, public administration and small and medium-sized enterprise ("**SME**") customers. In the field of business ICT infrastructure, the Guarantor covers the entire range, from individual products to end-to-end solutions. The Wholesale division makes network infrastructure available to other telecommunications providers. The Infrastructure & Support Functions division plans, operates and maintains the network and IT infrastructure. Group-wide functions come under Infrastructure & Support Functions in the Switzerland segment. The segment "Others" mainly comprises cablex Ltd (network construction and maintenance), Swisscom Broadcast Ltd (broadcasting services) and Swisscom Directories Ltd (localsearch). It also encompasses electronic signatures, digital certificates and other trust services.

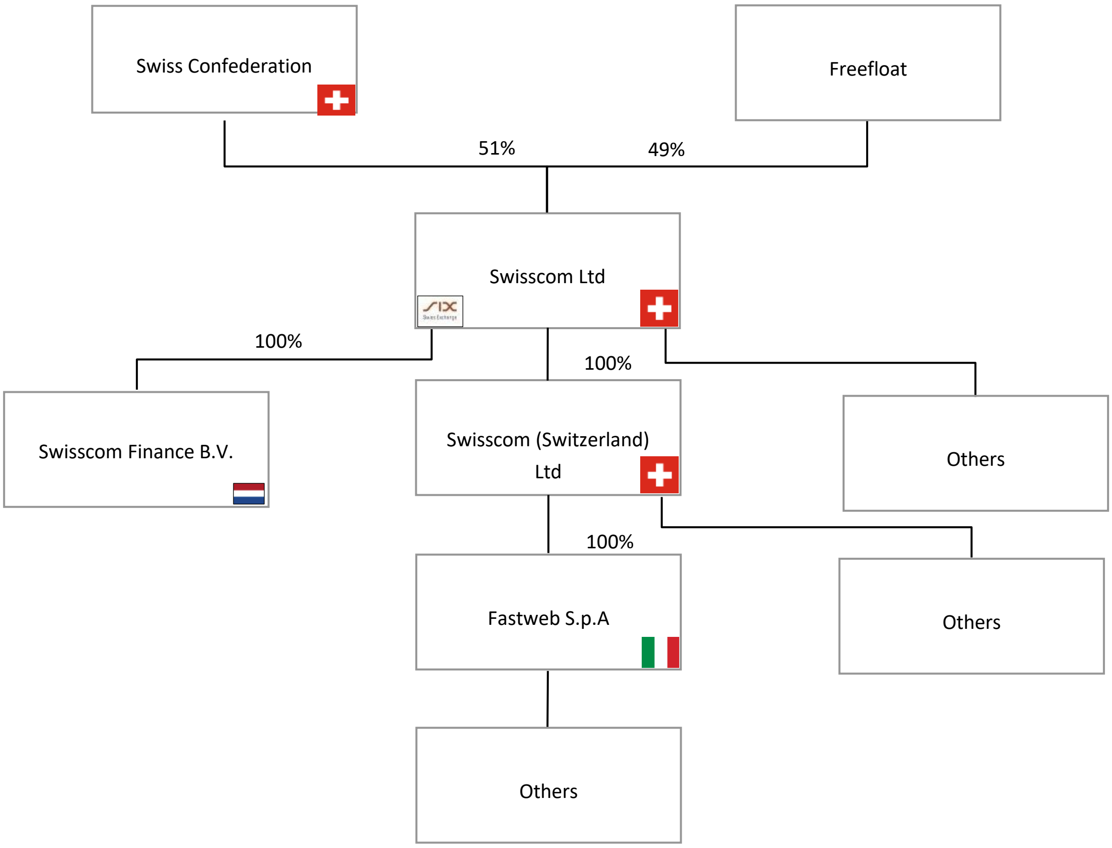
For the financial year ended 31 December 2025: (i) the Group recorded net revenue of CHF 15,048 million, EBITDAaL of CHF 4,984 million, capital expenditure of CHF 3,064 million and operating free cash flow of CHF 1,920 million, (ii) the segment Switzerland recorded net revenue of CHF 7,868 million, EBITDAaL of CHF 3,362 million, capital expenditure of CHF 1,692 million and operating free cash flow of CHF 1,670 million, (iii) the segment Italy recorded net revenue of CHF 6,831 million, EBITDAaL of CHF 1,580 million, capital expenditure of CHF 1,384 million and operating free cash flow of CHF 196 million and (iv) the segment Others recorded net revenue of CHF 1,042 million, EBITDAaL of CHF 101 million, capital expenditure of CHF 35 million and operating free cash flow of CHF 66 million.

The leverage ratio of the Group amounts to 2.4x net debt/EBITDA for the year ended 31 December 2025.

Business Overview and Organisation Structure

The Guarantor is the parent company of the Group and directly holds the entire shareholdings in Swisscom Switzerland, Swisscom Broadcast Ltd, Swisscom Directories Ltd., Swisscom Finance B.V. and Swisscom RE Ltd. Vodafone Italia was merged into Fastweb which is wholly-owned by Swisscom Switzerland. Cablex Ltd is held indirectly via Swisscom Switzerland.

The following chart shows the simplified structure of the Group:



Swisscom Switzerland

Swisscom Switzerland was formed through the merger of three of the Guarantor's subsidiaries – Swisscom Fixnet AG, Swisscom Mobile AG and Swisscom Solutions AG. Swisscom Switzerland commenced operations on 1 January 2008.

In order to provide customers with a more streamlined and consistent product and customer experience, a minor reorganisation of the Group structure was completed in late 2019, and as of 1 January 2020, the SMEs and corporate customer divisions were consolidated into the Business Customers division under Swisscom Switzerland, and the sales & services and products & marketing divisions were merged into the Residential Customers division.

As of the date of this Prospectus, Swisscom Switzerland focuses on the business divisions of Residential Customers, Business Customers, Wholesale and Infrastructure & Support Functions.

The Residential Customers division provides mobile and fixed-network services, such as telephony, broadband, TV and mobile offerings to residential customers in Switzerland. The segment also includes the sale of terminal equipment.

The Business Customers division focuses on telecom services and overall communications solutions for business customers in Switzerland. Its offerings in the area of business information and communication technologies ("**ICT**") infrastructure covers the entire range from individual products to complete solutions.

The Wholesale division incorporates the use of its fixed line and mobile network by other telecommunications service providers and the use of external networks by Swisscom Switzerland. In addition, Wholesale offerings include roaming by foreign operators whose customers use Swisscom Switzerland's mobile network, as well as broadband services and regulated access services to the access network.

The Infrastructure & Support Functions division is responsible for the planning, operation and maintenance of Swisscom Switzerland's network infrastructure and all of its information technology ("**IT**") systems. It is responsible for the development and production of IT and network services in Switzerland. In addition, Infrastructure & Support Functions offerings also include Group-wide support functions such as finance, human resources or strategy as well as the management of real estate and the vehicle fleet in Switzerland.

Swisscom Switzerland is the Swiss market leader for mobile telecommunications, fixed-line telephone and television, as well as a market leader in a wide range of other IT business segments and with an estimated 51 per cent. market share in the (postpaid) mobile communications market, 46 per cent. in the broadband market, and 41 per cent. in the TV market in Switzerland as at 31 December 2025 (*Source: the 2025 Guarantor Annual Report*).

Fastweb

Fastweb is a major Italian telecommunications provider focusing on fixed-line, broadband, mobile and digital services. It also offers additional services in markets beyond connectivity, in particular in the areas of cloud services, cybersecurity, AI, energy and insurance. Founded in 1999 and indirectly majority-owned by the Guarantor since 2007, Fastweb has evolved from a traditional fixed-line operator into a diversified telecom and digital services provider. It serves residential customers, businesses, and public sector institutions.

On 15 March 2024, the Guarantor announced that Swisscom Italia S.r.l. ("**Swisscom Italia**"), a wholly-owned indirect subsidiary of the Guarantor, had entered into a conditional sale and purchase agreement (the "**Sale and Purchase Agreement**") for the acquisition of the entire issued share capital of Vodafone Italia for cash consideration of EUR 8 billion (subject to certain purchase price adjustments) from Vodafone Europe B.V. ("**Vodafone Europe**"), a wholly-owned indirect subsidiary of Vodafone Group plc ("**Vodafone**"). Each of the Guarantor and Vodafone, as the parent company of, respectively, Swisscom Italia and Vodafone Europe, have agreed to guarantee the performance of the obligations under the Sale and Purchase Agreement by, respectively, Swisscom Italia and Vodafone Europe. The Sale and Purchase Agreement was transferred from Swisscom Italia to Fastweb at the end of December 2024, and closing of the Acquisition occurred on 31 December 2024. The final purchase price according to IFRS for the Acquisition amounts to EUR 7.921 billion. The Acquisition was fully debt-financed. In connection with the Acquisition, the Guarantor entered into the Acquisition Credit Facilities (as defined below), a description of which is set out in "*Description of the Guarantor – Material Contracts – Acquisition Credit Facilities*", which were partially refinanced by the proceeds of several series of notes issued in May and September 2024.

Following closing of the Acquisition, Vodafone Italia (together with its wholly-owned subsidiaries, VND S.p.a., Vodafone Gestioni S.p.a. and VEI S.r.l. (the "**Vodafone Italia Group**")) has become a direct wholly-owned subsidiary of Fastweb and an indirect wholly-owned subsidiary of the Guarantor. The Guarantor merged VEI S.r.l. into Vodafone Italia as of 31 December 2025 and the latter with Fastweb as of 1 January 2026.

Following the merger with Vodafone Italia, Fastweb has become a mobile network operator (MNO) offering mobile telecommunication services directly and through its second brand "ho.", using its own mobile network infrastructure. Furthermore, Fastweb offers wholesale mobile access to mobile virtual network operators (MVNOs) and maintains a long-term commercial relationship with Infrastrutture Wireless Italiane S.p.A. ("**INWIT**") (a leading Italian towers operator) on passive site sharing.

Fastweb operates as a fixed telecommunications provider with an extensive fibre-optic network. It has invested significantly in, and continues to expand, its own convergent ultra-broadband network through ongoing investments.

In the broadband market, Fastweb's good market position is based on its own optical fibre-based infrastructure ("**FTTH**" – Fibre to the Home and "**FTTS**" – Fibre to the Street).

Fastweb has increasingly expanded into IT and digital services, such as cloud, cybersecurity, Internet of Things (IoT) and related solutions, and operates a wholesale network business, selling infrastructure and network services to other operators.

At the end of 2025, the combined market share in Italy of Vodafone Italia and Fastweb was 26 per cent. in mobile (for retail customers and excluding non-active mobile SIMs and fixed wireless access lines) and 30 per cent. in fixed broadband (for retail customers and including fixed wireless access lines) (*Source:* the 2025 Guarantor Annual Report).

Other Business Lines

The Guarantor supplements its core businesses in other related areas through several direct or indirect subsidiaries:

Swisscom Directories Ltd ("**localsearch**") advises Swiss small and medium enterprises ("**SMEs**") throughout Switzerland and assists SMEs to gain visibility online, attract new customers and retain them in the long term. In addition, localsearch operates the directory and booking platforms local.ch and search.ch. localsearch's brand portfolio also includes renovero.ch, the largest Swiss platform for tradespeople, localcities.ch, a platform for communities and associations, and "Vergleich CH", an industry comparison service.

Swisscom Broadcast Ltd builds radio networks for broadcasting, security and professional mobile radio networks and makes around 430 transmitter sites available for co-use. It also supports its customers through temporary information and communication technology ("**ICT**"), streaming media, content delivery, event management and event broadcasting services. Swisscom Broadcast Ltd's safety and security solutions range from video security, drones and drone detection to sensor-based customer insights.

Cablex Ltd is a network infrastructure construction and service company providing high-performance ICT and network infrastructure in cable and wireless networks. Cablex Ltd also offers solutions in the areas of smart building, smart city, smart construction and smart energy.

Swisscom RE Ltd is a wholly owned subsidiary of the Guarantor and has reinsured the risks of the Group in Switzerland since 2023. Swisscom RE Ltd is authorised and supervised, and has a C1 reinsurance licence granted, by the Swiss Financial Markets Supervisory Authority (FINMA). Between 1998-2023, Swisscom RE Ltd was supervised in Liechtenstein by the local financial market authority (FMA). Swisscom RE Ltd is the Group's own reinsurer in the insurance lines of liability, property, all risks (property/operational disruption, construction & assembly, transport and cyber disruption), motor vehicle liability, sickness benefits ("*Krankentaggeld*") and financial loss. It also reinsures risks from the insurance business brokered by Swisscom Switzerland in the following segments: rental deposit, leisure, legal protection, household and personal liability insurance.

Outside Switzerland and Italy, the Guarantor holds minority participations through Swisscom Switzerland, managed by its venture capital division, Swisscom Ventures.

Key Performance Indicators

The following table sets out selected key performance indicators of the Group as of and for the financial year ended

31 December 2025.

Key Performance Indicators - Group

		For the year ended 31 December 2025
		CHF in millions (except where indicated)
Financial data, reported[1)]		
Revenue		15,048
EBITDA after lease expense (EBITDAaL)		4,984
Capital expenditure		3,064
Operating free cash flow		1,920
Free cash flow		1,433
Net income		1,270
Equity		12,238
Net debt		15,633
Operational data		
Mobile postpaid access lines (Switzerland)	thousand	5,645
Broadband access lines retail (Switzerland)	thousand	1,938
TV access lines (Switzerland)	thousand	1,462
Fixed telephony access lines (Switzerland)	thousand	1,045
Access lines wholesale (Switzerland)	thousand	768
Mobile access line (Italy)	thousand	20,054
Broadband access lines retail (Italy)	thousand	5,732
Broadband access lines wholesale (Italy)	thousand	1,126
Swisscom share		
Shares issued	thousand	51,802
Market capitalisation		29,812
Closing price	CHF	575.50
Dividend per share	CHF	26.00[2)]
Employees		
Full-time equivalent employees	number	23,266
Average number of full-time equivalent employees	number	23,545

(1) The Guarantor uses alternative performance measures. The definition and reconciliation with the values in accordance with the IFRS Accounting Standards are presented in the section "Alternative Performance Measures".

(2) In accordance with the proposal of the board of directors of the Guarantor to the annual general meeting on 25 March 2026.

Key Performance Indicators – Segment Information

	For the year ended 31 December 2025
	CHF in millions
Revenue	
Switzerland	7,868
Italy	6,831
Others	1,042
Elimination	(693)
Revenue, reported	**15,048**

EBITDA after lease expense (EBITDAaL)	
Switzerland	3,362
Italy	1,580
Others	101
Elimination	(59)
EBITDAaL, reported	**4,984**
Capital expenditure	
Switzerland	(1,692)
Italy	(1,384)
Others	(35)
Elimination	47
Capital expenditure, reported	**(3,064)**
Operating free cash flow	
Switzerland	1,670
Italy	196
Others	66
Elimination	(12)
Operating free cash flow, reported	**1,920**

Strategy

In 2023, the Guarantor adjusted its Group strategy in parallel with the Group's goals. The strategy is based on four pillars:

- *Delight customers*. Through 'Delight customers', the Group aims to inspire its customers with unique experiences every day.

- *Innovate for growth*. Through new, digital products and services, it wants to help its customers take advantage of the full potential of the digital transformation via 'Innovate for growth'.

- *Achieve more with less*. Through targeted digitalisation, the use of AI and the simplification of processes, the Group aims to optimise and automate its operations in order to 'Achieve more with less'.

- *Perform together*. The Group is aware that its success depends to a large extent on its employees and on creating the best conditions for collaboration. Under 'Perform together', the Group therefore attaches particular importance to the continuous development and optimal cooperation of its employees and focuses on topics such as performance culture, further training and diversity.

Infrastructure

Switzerland

Swisscom Switzerland continues to expand its optical fibre network. By the end of 2025, 56 per cent. of the population and businesses already had fibre-optic access (fibre to the home – FTTH). Swisscom Switzerland aims to increase fibre-optic coverage to between 75 per cent. and 80 per cent. by 2030, and extend gigabit connectivity to all through fibre, mobile or satellite by 2035. The ongoing fibre-optic expansion will also allow Swisscom Switzerland to gradually decommission the copper access network in the coming years before taking it completely out of service after 2035.

At the end of 2025, Swisscom Switzerland reached 99 per cent. of the Swiss population with a basic version of 5G and approximately 89 per cent. with 5G+ technology. It is also continuously expanding its antenna sites, both at external sites and in buildings. Approximately 95 per cent. of the population will be able to use 5G+ by the end of 2030.

Swisscom Switzerland pursues a hybrid cloud strategy that combines services from public cloud providers such as Amazon Web Services with its own private cloud infrastructure. This infrastructure comprises six high-availability data centres hosting tens of thousands of servers in Switzerland, in which Swisscom Switzerland runs both customer solutions and virtualized network and IT functions for its own services.

Italy

By the end of 2025, Fastweb's FTTH coverage reached 56 per cent. of Italian households and businesses, while its 5G network covered approximately 89 per cent. of the population. Fastweb intends to continue investing in both fixed and mobile infrastructures as a core pillar of its strategy, aiming to reach almost 90 per cent. of the population with FTTH and 95 per cent. with 5G coverage by 2030 to deliver high-quality connectivity across Italy.

Fastweb acts as a trusted digital partner for major corporate customers and public authorities, delivering an extensive range of connectivity and infrastructure services, including cloud, cybersecurity and customised 5G solutions. It operates nine large data centres for both internal and commercial purposes covering housing and co-location services, cloud operations, and other managed ICT services alongside the NeXXt AI Factory. Two of the data centres are owned by Fastweb, while the others are leased with end-to-end operational control.

On 6 January 2026, Fastweb and TIM S.p.A. ("**TIM**") reached a preliminary agreement to launch a cooperation for the development of mobile access networks through a Radio Access Network (RAN) sharing model, which will cover approximately 60 per cent. of the Italian population. The agreement, which is subject to a final contract, aims to accelerate the expansion of 5G in Italy.

On 18 March 2026, Fastweb and TIM entered into a non-binding agreement aimed at developing and operating new mobile towers (passive infrastructures) with up to 6,000 new sites in Italy and at supporting the swift deployment of 5G networks nationwide (the "**Initiative**"). The Initiative will allow Fastweb and TIM to align operational efficiency and costs to the European average, while ensuring infrastructure quality and the technological flexibility for the development of next-generation networks. The Initiative will be initially implemented through a 50/50 joint venture structure with the intention to add third-party investors to the shareholding structure to further improve capital efficiency and will also offer access to other providers of telecommunication services.

On 24 March 2026, Fastweb gave notice of termination of the master service agreement ("**MSA**") with INWIT, in full compliance with the contractual provisions. In accordance with the contractual notice period, the MSA will formally terminate at the end of March 2028. Fastweb will initiate discussions with INWIT to agree on a migration plan that will span over multiple years as per the provisions of the MSA and to ensure operational continuity until and after March 2028. The migration plan will rely on agreements with third-party passive infrastructure providers and initiatives with Fastweb's participation.

Sustainability Strategy

The Group recently updated its sustainability strategy which focuses on the following three pillars:

1. *Commitment for the planet* – the Group is committed to achieving net-zero greenhouse gas emissions across the entire value chain by 2035 (compared to 2018), in alignment with the Science-Based Targets Initiative (SBTi). Furthermore, the Group empowers its customers to achieve net zero through avoided emissions, leads in energy efficiency with 100 per cent. renewable electricity and preserves natural resources through circular economy;

2. *Commitment for our community* – the Group takes responsibility for a digital society by empowering everyone in the digital world and being an employer of choice where talent thrives. Through this commitment, the Group cultivates a diverse workplace, fosters well-being as well as social impact and inspires digital confidence through media literacy; and

3. *Commitment as responsible leader* – the Group is a trusted corporate citizen that upholds the highest standards in governance, security and ethics. It is dedicated to responsible leadership by applying advanced processes and tools that ensure the highest standards of governance, security, and ethical conduct.

Innovation and Development

The Guarantor has engaged in trend and technology scouting through its branch office in Silicon Valley since 1998. This branch provides the Group with insights into trends, technologies and developments in strategic innovation fields around Silicon Valley. The Guarantor has paid particular attention to areas of innovation that it believes to have a highly dynamic market environment and are of growing importance, including AI, cybersecurity and trust. The Silicon Valley branch office also maintains local partnerships with start-ups, investors and leading US technology companies whose products and business models may subsequently be launched in Switzerland and Italy. In January 2026, the Group Executive Committee decided to close the office in Silicon Valley because digital platforms and remote collaboration tools have enabled easier access to insights and facilitated connections with partners worldwide. The closure was completed at the end of May 2026.

Swisscom Switzerland's venturing department has invested in more than 90 start-up companies worldwide since 2007 and the Group networks with those companies with a view to stimulating innovation. Additionally, Swisscom Switzerland uses the Swisscom StartUp platform to support companies and start-ups in Switzerland with consulting, discounts on IT and cloud services, expert know-how, coaching programmes, financing and community events.

The Group is also focused on other areas of innovation and development, including AI and automation, security and digital trust.

Data Protection and Confidentiality

The Group attaches great importance to the legally compliant and responsible processing of personal data and protected information. As a result, the Group operates a management system for data protection and confidentiality, to which it applies internationally recognised standards and practices. The Group also maintains a data ethics framework that is designed to clarify ethical issues connected to the processing of data and the use of new technologies.

Major Shareholders

The Guarantor is the parent company of the Group, with the Swiss Confederation as a majority shareholder, holding 51 per cent. of the issued share capital of the Guarantor. The Swiss Confederation is required to hold the majority of the share capital and voting rights of the Guarantor pursuant to art. 6(1) of the TEA.

As at 31 December 2025, the share capital of the Guarantor totalled CHF 51,801,943 divided into 51,801,943 registered shares with a par value of CHF 1 each. All shares issued are fully paid-up, with no authorised or conditional share capital.

Main Licences

Swisscom Switzerland holds a universal service licence awarded by the Swiss Federal Communications Commission ("**ComCom**") for the period 2024 to 2031. The aim of the licence is to provide reliable, affordable basic telecommunications to all sections of the population in all regions of Switzerland. The Swiss Federal Council periodically determines the scope of services as well as the related quality and pricing requirements. Swisscom Switzerland fulfils its mandate and generally offers fixed network telephony (IP) as well as broadband Internet with a transmission rate of at least 10 Mbps (downloads) and 1 Mbps (uploads).

In 2012, ComCom allocated the frequencies 800 MHz, 900 MHz, 1,800 MHz, 2,100 MHz and 2,600 MHz to Swisscom Switzerland. These licences expire at the end of 2028 and will be reallocated by ComCom in an auction in 2027. Swisscom Switzerland currently uses these frequencies to offer its customers services via the 4G mobile communications technologies. In February 2019, further mobile radio frequencies – 700 MHz, 1,400 MHz, 2,600 MHz and 3,500 MHz – were allocated in Switzerland, primarily for transmission via 5G. Swisscom Switzerland currently uses these frequencies to offer its customers services via the 5G and 4G mobile communication technologies. Swisscom Switzerland holds 45 per cent. of all frequencies in operation in Switzerland with mobile communications providers. The licences for the frequency spectrum acquired in February 2019 are valid until April 2034. Swisscom Switzerland's 3G network was discontinued at the end of 2025, with remaining phase-out activities completed shortly thereafter.

Fastweb (following the merger with Vodafone Italia) holds licences to provide mobile customers services via 4G and 5G mobile communications technologies over frequencies of 700 MHz, 800 MHz, 900 MHz, 1500 MHz, 1800 MHz, 2100 MHz, 2600 MHz, 3500 MHz, 3700 MHz, 24 GHz and 26 GHz. The licences for the frequencies 700 MHz, 3700 MHz, 24 GHz and 26 GHz are valid until 2029, the others are valid until 2037.

Legal Proceedings

In accordance with the Telecommunications Act, Swisscom Switzerland provides access services (including interconnection) to other telecommunications service providers in Switzerland. In previous years, several telecommunications service providers have demanded ComCom to take action to reduce the prices charged to them by Swisscom Switzerland. ComCom set the access charges for 2013 to 2016 on 11 April 2023. Swisscom Switzerland has filed an appeal against this decision with the Federal Administrative Court. The procedures for setting access prices for 2017 onwards are still pending before ComCom.

The Competition Commission ("**COMCO**") has classified Swisscom Switzerland as dominant in a wide range of markets. In a decision dated 24 December 2024 related to the roll-out of the fibre-optic network, COMCO classified Swisscom Switzerland as market-dominating and its conduct as unlawful and imposed direct financial sanctions. Swisscom Switzerland lodged an appeal and is challenging the competition regulator's decision before the Federal Administrative Court. As at the date of this Prospectus, the principal proceedings are still pending.

COMCO is conducting several proceedings against Swisscom Switzerland. In the event of a legally binding finding of market abuse, COMCO might impose a penalty on Swisscom Switzerland. In addition, claims under civil law might be asserted against Swisscom Switzerland. In view of previous proceedings conducted by COMCO, further proceedings against Swisscom Switzerland might be initiated.

At the date of this Prospectus no material proceedings are pending against Fastweb.

Administrative, Management and Supervisory Bodies

Board of Directors

The Directors of the Guarantor are as follows:

Name	Role within the Guarantor	Principal External Activities
Michael Rechsteiner [1]	Chairman	Member of the Board of Directors, the Audit, Risk & Compliance Committee and the Human Capital & ESG Committee of Sandoz Group AG, Risch Member of the Board of Trustees of the ETH Foundation, Zurich
Roland Abt	Member	Member of the Board of Directors and Chairman of the Audit Committee, Bystronic AG (formerly Conzzeta AG), Zurich Chairman of the Board of Directors, Aargau Verkehr AG (AVA), Aarau Chairman of the Board of Directors, Limmat Bus AG, Dietikon Chairman of the Board of Directors, Eisenbergwerk Gonzen AG, Sargans President of the Board of Trustees, Fürsorgestiftung Conzzeta, Zurich President of the Board of Trustees, Pensionskasse Conzzeta, Zurich
Monique Bourquin	Vice-Chairwoman	Member of the Board of Directors and Chairwoman of the Compensation Committee, Chocoladefabriken Lindt & Sprüngli AG, Kilchberg Member of the Board of Directors, Kambly Holding AG, Trubschachen Member of the Board of Directors, W. Kündig & Cie AG, Zurich President of the Board, the Swiss Branded Products Association, Promarca, Bern Member of the Board of Directors, Rivella AG, Rothrist Member of the Board of Directors of Miroma AG, Rothrist

Name	Role within the Guarantor	Principal External Activities
		Chairwoman of the Management Board of Euqinom GmbH, Rüdlingen Managing Director of Estarog GmbH, Rüdlingen Member of the Advisory Board, Fondation Swiss Board Institute, Geneva Member of the Foundation Board of Schweizerische Stiftung für technische Entwicklungszusammenarbeit (Swiss Foundation for Technical Cooperation) Swisscontact, Zurich
Laura Cioli	Member	Member of the Board of Directors, the Remuneration Committee and ESG Committee of Sofina S.A., Brussels Member of the Board of Directors of Buzzi S.p.A., Casale Monferrato, Italy
Daniel Münger	Member, representative of the employees	Not applicable
Guus Dekkers	Member	CTO and member of the Executive Committee, Tesco PLC, London Member of the Board of Directors of Brenntag SE, Essen Member of the Advisory Board, the Fraunhofer Institute for Secure Information Technology, Darmstadt Member of the Advisory Board, the National Research Center for Cybersecurity, Darmstadt
Philippe Deecke	Member	Chief Financial Officer and Chief Technology Officer, Lonza Group AG
Sandra Lathion-Zweifel	Member, representative of the employees	Member of the Board of Directors, and the Audit Committee and chair of the Nomination and Remuneration Committee, Raiffeisen Switzerland Cooperative, St. Gallen Member of the Board of Directors of bonainvest Holding AG, Solothurn Member of the Advisory Board of the CMTA, the Capital Markets and Technology Association, Geneva Member of the Executive Board, swissVR, Rotkreuz Member of the Advisory Board, the association Lucerne Dialogue, Lucerne

Name	Role within the Guarantor	Principal External Activities
Anna Mossberg	Member	Member of the Board of Directors Remuneration & Sustainability Committee and Audit Committee, Swedbank AB, Stockholm Member of the Board of Directors and the Nomination and Compensation Committee, Ringier AG, Zofingen Member of the Strategic Advisory Board, the Boards Impact Forum
Fritz Zurbrügg[2]	Member, representative of the Confederation	Not applicable

[1] Chairman since 31 March 2021.

[2] Designated by the Swiss Confederation.

The business address of each of the directors of the Guarantor is Alte Tiefenaustrasse 6, 3048 Worblaufen, Switzerland.

Management Committees

The Board of Directors has delegated various tasks to the following standing committees of the Board of Directors: the Strategy & Investments Committee, the Audit Committee and the Compensation Committee, the composition of which are as follows:

Committee	Members	Note
Strategy & Investments Committee	Guus Dekkers	Chairman of Committee
	Daniel Münger	
	Anna Mossberg	
	Michael Rechsteiner	
	Laura Cioli	
Audit Committee	Roland Abt	Chairman of Committee
	Sandra Lathion-Zweifel	
	Fritz Zurbrügg	
	Michael Rechsteiner	
	Philippe Deecke	
Compensation Committee	Monique Bourquin	Chairwoman of Committee
	Roland Abt	
	Guus Dekkers	
	Fritz Zurbrügg	
	Michael Rechsteiner	No voting rights

The Board of Directors also has one ad-hoc Nomination Committee. Each committee is responsible for carrying out examinations of matters of importance.

The Strategy & Investments Committee (previously the Finance Committee) prepares information relating to corporate policy, strategy and transactions for the Board of Directors. These matters include, by way of example, the Group strategy and the strategies pursued by key strategic Group companies, setting up or dissolving significant Group companies, acquiring or disposing of significant shareholdings, and entering into or terminating strategic alliances. The Strategy & Investments Committee also acts in an advisory capacity on matters relating to major investments and divestments and examines specific current issues in depth. The Strategy & Investments Committee has the ultimate decision-making authority when it comes to issuing rules of procedure and directives in the areas of mergers & acquisitions and corporate venturing.

The Audit Committee handles all business relating to financial management (for example, accounting, financial controlling, financial planning, tax strategy and financing), assurance (risk management, the internal control system, compliance, internal audit, data protection and security), external audit and both financial and non-financial reporting. It also handles matters dealt with by the Board of Directors that require specific financial expertise (such as dividend policy). The Committee also addresses ESG topics (environment, social and governance) relevant to the Guarantor.

The Compensation Committee handles all business matters of the Board of Directors concerning remuneration, submits proposals to the Board of Directors in this context, and, within the framework of the approved total remuneration, is empowered to decide upon the remuneration of the individual Group Executive Committee members (except for the Chief Executive Officer ("**CEO**")). Neither the CEO nor the other members of the Group Executive Committee participate in meetings at which any change to their remuneration is discussed or decided.

Executive Leadership

Daily business management is delegated by the Board of Directors to Christoph Aeschlimann, CEO of the Guarantor, who may in turn delegate his powers to subordinates, specifically other members of the Group Executive Committee. According to Article 10 of the TEA, the Group Executive Committee is in charge of executive management of the business of the Guarantor, and its members are elected by the Board of Directors.

The Group Executive Committee is comprised of the following members:

Name	Role within the Guarantor	Principal External Activities
Christoph Aeschlimann	Group CEO	Member of the Executive Board, Association Suisse des Télécommunications (asut), Bern Member of the Board of Trustees, the Swiss Entrepreneurs Foundation, Bern Member of the Board of IMD Foundation, Lausanne President of the Board of Trustees of the Deeptech Nation Switzerland Foundation, Zurich

		Member of the Board and Board Committee of economiesuisse, Zurich Member of the Steering Committee of digitalswitzerland, Zurich Member of the Advisory Board Geneva School of Economics and Management, Geneva Member of the Board of the Economic Society of the Canton of Berne (VWG Bern), Bern Member of the Board of Directors of the Swiss-American Chamber of Commerce, Zurich Member of the Digital Advisory Board of Deutsche Telekom Member of the Advisory Board of Venture Foundation, Windisch
Isa Müller-Wegner	Group CSO	Member of the Advisory Board of the Swiss Diversity Association, Zurich
Eugen Stermetz	Group CFO	Not applicable
Klementina Pejic	Group CPO	Member of the Board of Trustees, comPlan pension fund, Bern Member of the Institute Council of the international institute of management in technology (iimt) at the University of Fribourg Member of the Executive Board of the Swiss Employers' Association, Zurich Member of the ES Advisory Board of the University of St. Gallen

There are no potential conflicts of interest of the directors of the Guarantor or members of the Group Executive Committee between their respective duties to the Guarantor and their private interests or other duties.

Employees

As at 31 December 2025, the Group had 23,266 employees (full-time equivalents), 12,935 of which were working for the segment "Switzerland". The Guarantor offers training courses and digital initiatives to support its employees in enhancing and supplementing their skills. To this end, the Guarantor grants all employees five training and development days per year, which is also provided for under the Guarantor's Collective Employment Agreement.

Save for the Group's management employees in Switzerland (which are subject to general terms and conditions of employment), employees are subject to the Guarantor's Collective Employment Agreement (a requirement under art. 16(2) of the TEA), which exceed the minimum standards defined by the Swiss Code of Obligations. The Collective Employment Agreement and the social plan are negotiated by the Guarantor, the employee associations and its social partners. The Guarantor's direct and indirect subsidiaries in Switzerland may adopt the agreement either in its original form or as adapted to specific sectors or lines of business by an affiliation agreement.

As at 31 December 2025, the segment "Italy" had 7,179 employees (full-time equivalents). Statutory working conditions in Italy are based on the national collective telecommunications agreement ("**CCNL**"), which sets out required working conditions for employees and contains provisions governing relations with unions. The CCNL regulates, among other things, weekly working hours, holiday entitlement and parental leave for employees in Italy. Both Fastweb and Vodafone Italia had entered into trade union agreements on issues such as remote working, profit-sharing plans (PDR), meal vouchers and short weeks. With the merger of Fastweb and Vodafone Italia having been legally completed on 1 January 2026, the next step is to start negotiations on harmonising conditions in the two agreements.

As at 31 December 2025, the segment "Others" had 3,152 employees (full-time equivalents).

Material Contracts

International Revolving Credit Facility

On 4 April 2019, as amended and/or amended and restated on 25 October 2021 and 11 October 2023, the Guarantor, as borrower, entered into an unsecured CHF 1 billion revolving credit facility (the "**International RCF**") with a consortium of international banks as lenders. The interest rate under the International RCF is partially dependent on the Guarantor's year-on-year sustainability performance. The International RCF has a maturity date of 4 April 2028 and can be used for general corporate and working capital purposes. As of the date of this Prospectus, the Guarantor has no amounts outstanding under the International RCF.

On 24 April 2024, the International RCF was amended and restated to reflect certain changes, including, amongst others, the addition of certain international banks as lenders and an increase in the amount of the total commitments from CHF 1 billion to CHF 1.7 billion (the "**Amended International RCF**"), which took effect on 2 January 2025. The Amended International RCF has a maturity date of 4 April 2029 and may be extended for an additional period of twelve months.

Swiss Revolving Credit Facility

On 5 February 2021, the Guarantor, as borrower, entered into an unsecured CHF 1.2 billion revolving credit facility (the "**Swiss RCF**") with a consortium of Swiss cantonal banks and other banks from Germany and Switzerland. The Swiss RCF has a maturity date of 31 March 2028 and can be used for general corporate purposes. As of the date of this Prospectus, the Guarantor has no amounts outstanding under the Swiss RCF. On 13 August 2024, the Guarantor amended and restated the Swiss RCF in order to adapt certain provisions in view of the Acquisition. The amended and restated Swiss RCF took effect on 2 January 2025, however, the total commitments of CHF 1.2 billion and the existing consortium of banks have not changed.

The Guarantor concluded the following material contracts in the context of the Acquisition:

Sale and Purchase Agreement

In addition to provisions regarding the consideration paid by Fastweb to Vodafone Europe, the Sale and Purchase Agreement contains various warranties customary for an acquisition of the size and nature of the Acquisition.

Vodafone Europe agreed to indemnify Fastweb for losses incurred or suffered by the Vodafone Italia Group and/or Fastweb to the extent resulting from (a) any breach by Vodafone Europe of its warranties contained in the Sale and Purchase Agreement and (b) the activities, transactions and obligations relating to certain lines of business, assets, contracts and employees owned, operated or employed by the Vodafone Italia Group that were transferred back to Vodafone and its controlled companies. Vodafone Europe also agreed to indemnify Fastweb with respect to losses incurred or suffered by the Vodafone Italia Group and/or Fastweb resulting from employee share incentive claims, certain judicial proceedings and regarding certain tax implications with root cause prior to the closing date of the Acquisition. The Guarantor and Fastweb have agreed to indemnify Vodafone Europe for losses to the extent resulting from the breach of certain specified warranties made by the Guarantor and Fastweb in the Sale and Purchase Agreement.

Under the terms of the Sale and Purchase Agreement, Vodafone agreed that it and its controlled affiliates will not, either alone or in conjunction with or on behalf of any other person, be engaged or be directly or indirectly interested in carrying a business that competes with the Vodafone Italia Group's business in Italy, the Republic of San Marino and the Vatican State for three years following the closing date of the Acquisition, subject to certain exceptions set forth in the Sale and Purchase Agreement. The Group entered into several transitional and long-term service agreements with Vodafone, including a brand licence agreement, which permits the use of the Vodafone brand in Italy for up to five years following completion of the Acquisition.

Acquisition Credit Facilities

On 15 March 2024, the Guarantor, as borrower, entered into an unsecured EUR 8.1 billion facilities agreement, comprised of (i) a EUR 5.1 billion bridge facility (the "**Bridge Facility**") and (ii) a EUR 3 billion term loan facility, available in two tranches (the "**Term Facilities**" and, together with the Bridge Facility, the "**Acquisition Credit Facilities**") in order to finance the Acquisition. At the end of December 2024, the Guarantor borrowed CHF 2.28 billion under the Term Facilities and cancelled the Bridge Facility in full as a result of the Issuer issuing Swiss domestic bonds in an aggregate amount of CHF 1.145 billion and Eurobonds in an aggregate amount of EUR 4 billion in May 2024. During 2025 and 2026, the Guarantor voluntarily prepaid an aggregate amount of CHF 2.125 billion which results in a total amount of CHF 155 million outstanding under the Term Facilities as of 30 June 2026. The Term Facilities have maturities of (i) 31 December 2027 and (ii) 31 December 2029, respectively.

USE OF PROCEEDS

The net proceeds of the issue of the Securities are expected to be approximately €495,095,000. Such proceeds will be applied by the Issuer for its general corporate purposes, including to refinance existing indebtedness of the Group.

TERMS AND CONDITIONS OF THE SECURITIES

The following, except for paragraphs in italics, are the terms and conditions of the Securities which will be endorsed on each Security in definitive form (if issued). Sentences in italics shall not form part of these terms and conditions.

The issue of the €500,000,000 Subordinated Perpetual Fixed Rate Resettable Capital Securities (the "**Securities**", which expression shall, unless the context otherwise requires, include any further securities issued pursuant to Condition 19 and forming a single series with the Securities) of Swisscom Finance B.V. (the "**Issuer**") was authorised by resolutions of the board of managing directors of the Issuer passed on 7 August 2026. The obligations of the Issuer in respect of the Securities, the Coupons (as defined below) and the Trust Deed (as defined below) are guaranteed (such guarantee, the "**Guarantee**") by Swisscom Ltd. (the "**Guarantor**") as described below and in the Trust Deed. The issue of the Securities of the Issuer and the giving of the Guarantee by the Guarantor were authorised by resolutions of the board of directors of the Guarantor passed on 5 August 2026. The Securities are constituted by a trust deed (as amended and/or supplemented and/or restated from time to time, the "**Trust Deed**") dated 27 August 2026 between the Issuer, the Guarantor and BNP Paribas Trust Corporation UK Limited as Trustee (the "**Trustee**", which expression shall include all persons for the time being the trustee or trustees under the Trust Deed) as trustee for the holders of the Securities (the "**Holders**"). These terms and conditions (the "**Conditions**") include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the forms of the Securities, of the interest coupons (the "**Coupons**", which expression includes, where the context so permits, talons for further Coupons (the "**Talons**")) and of the Talons appertaining to Securities in definitive form, and the Guarantee. Copies of (i) the Trust Deed and (ii) the paying agency agreement (as amended and/or supplemented and/or restated from time to time, the "**Paying Agency Agreement**") dated 27 August 2026 relating to the Securities between the Issuer, the Guarantor, BNP Paribas SA, Luxembourg Branch as the initial principal paying agent and calculation agent (the "**Principal Paying Agent**" and the "**Calculation Agent**", which expressions shall include any successors thereto) and the other initial paying agents named therein (together with the Principal Paying Agent, the "**Paying Agents**", which expression shall include the Paying Agents for the time being) and the Trustee are available for inspection by prior arrangement during usual business hours at the principal office of the Trustee and at the specified offices of each of the Paying Agents or may be provided by email to a Holder following their prior written request to the Trustee or any Paying Agent and provision of proof of holding and identity (in a form satisfactory to the Trustee or the relevant Paying Agent as the case may be). The Holders and the holders of the Coupons (whether or not attached to the Securities) (the "**Couponholders**") are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed, and are deemed to have notice of those provisions applicable to them of the Paying Agency Agreement.

1 Form, Denomination and Title

(a) Form and Denomination

The Securities are serially numbered and in bearer form in the denominations of €100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000, each with Coupons and one Talon attached on issue. No definitive Securities will be issued with a denomination above €199,000. Securities of one denomination may not be exchanged for Securities of any other denomination.

(b) Title

Title to the Securities, Coupons and each Talon passes by delivery. The holder of any Security, Coupon or Talon will (except as ordered by a court of competent jurisdiction or as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it, any writing on it, or its theft or loss) and no person will be liable for so treating the holder.

2 Status of the Securities and the Coupons

The Securities and Coupons constitute direct, unsecured and subordinated obligations of the Issuer and will for so long as they are outstanding rank *pari passu* and without any preference or priority among themselves.

3 Subordination of the Securities and the Coupons

The rights and claims of the Holders in respect of the Securities and the Couponholders in respect of the Coupons, in each case against the Issuer, are subordinated as described in this Condition 3.

(a) General

In the event of:

(i) an order being made, or an effective resolution being passed, for the winding-up, liquidation or dissolution of the Issuer or other similar proceedings of or against the Issuer (except, in any such case, in the event of a Solvent Reorganisation); or

(ii) a trustee (*curator*) being appointed by the competent Dutch court in the event of bankruptcy (*faillissement*) affecting the whole or substantially all of the undertaking or assets of the Issuer and such appointment not being discharged within 30 days,

the Trustee on behalf of the Holders and the Couponholders or, in the limited circumstances described in Condition 12(d), the Holders, in respect of their Securities, shall have a claim against the Issuer (in lieu of any other amount) for the principal amount of the Securities and any accrued and unpaid interest (including any Deferred Interest) thereon and such claim will rank (a) junior to the claims of all holders of Senior Obligations of the Issuer, (b) *pari passu* with the claims of holders of all Parity Obligations of the Issuer and (c) senior to the claims of holders of all Junior Obligations of the Issuer for so long as they remain outstanding.

(b) Set-off

Subject to applicable law, no Holder or Couponholder may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with the Securities or the Coupons and each Holder and Couponholder shall, by virtue of its holding of any Security or Coupon, be deemed to have waived all such rights of set-off, compensation or retention.

4 Guarantee

(a) Guarantee

The payment of the principal, premium and interest in respect of the Securities and the Coupons and all other monies payable by the Issuer under or pursuant to the Securities, the Coupons and/or the Trust Deed has been unconditionally and irrevocably guaranteed by the Guarantor pursuant to the Guarantee.

(b) Status of the Guarantee

The obligations of the Guarantor under the Guarantee constitute direct, unsecured and subordinated obligations of the Guarantor and rank *pari passu* and without any preference or priority among themselves.

(c) Subordination of the Guarantee

The rights and claims of the Holders and the Couponholders in respect of the Guarantee against the Guarantor are subordinated as described in this Condition 4(c).

In the event of:

(i) an order being made, or an effective resolution being passed, for the opening of bankruptcy proceedings, liquidation proceedings, composition proceedings of the Guarantor or other similar proceedings of or against the Guarantor (except, in any such case, in the event of a Solvent Reorganisation); or

(ii) the appointment of a bankruptcy administration, liquidator or composition commissioner in respect of the Guarantor or the whole or substantially all of its undertaking or assets under Swiss law and such appointment is not discharged within 30 days,

the Trustee on behalf of the Holders and the Couponholders or, in the limited circumstances described in Condition 12(d), the Holders, in respect of their Securities, shall have a claim against the Guarantor (in lieu of any other amount) for the principal amount of the Securities and any accrued and unpaid interest (including any Deferred Interest) thereon and such claim will constitute a direct, unsecured and contractually subordinated claim against the Guarantor and will rank (a) junior to the claims of all holders of Senior Obligations of the Guarantor, (b) pari passu with the claims of holders of all Parity Obligations of the Guarantor and (c) senior to the claims of holders of all Junior Obligations of the Guarantor for so long as they remain outstanding.

(d) Set-off

Subject to applicable law, no Holder or Couponholder may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Guarantor in respect of, or arising under or in connection with the Securities, the Coupons or the Guarantee and each Holder and Couponholder shall, by virtue of its holding of any Security or Coupon, be deemed to have waived all such rights of set-off, compensation or retention.

5 Interest Payments

(a) Interest Payment Dates

The Securities bear interest on their principal amount at the applicable Interest Rate from (and including) 27 August 2026 (the "**Issue Date**") in accordance with the provisions of this Condition 5.

Subject to Condition 6, interest shall be payable on the Securities annually in arrear on 27 February in each year (each an "**Interest Payment Date**"), as provided in this Condition 5, except that the first payment of interest, to be made on 27 February 2027, will be in respect of the period from (and including) the Issue Date to (but excluding) 27 February 2027 (short first coupon).

(b) Interest Accrual

The Securities (and any unpaid amounts thereon) will cease to bear interest from (and including) the date of redemption thereof pursuant to the relevant paragraph of Condition 7 or the date of any exchange thereof pursuant to Condition 8, as the case may be, unless, upon due presentation, payment of all unpaid amounts in respect of the Securities is not made, in which event interest shall continue to accrue in respect of the principal amount of, and any other unpaid amounts on, the

Securities, both before and after judgment, and shall be payable, as provided in these Conditions up to (but excluding) the Relevant Date.

Save as provided in Condition 5(c), where it is necessary to compute an amount of interest in respect of any Security for a period which is less than or equal to a complete year, such interest shall be calculated on the basis of the actual number of days in the period from (and including) the immediately preceding Interest Payment Date to (but excluding) the relevant payment date divided by the actual number of days in the Interest Period in which the relevant period falls (including the first such day but excluding the last) (or, in respect of interest accruing during the first Interest Period, by the actual number of days in the period from (and including) the date falling 12 months prior to the first Interest Payment Date to (but excluding) the first Interest Payment Date) (the "**day-count fraction**", being the day-count fraction determined in accordance with the Actual/Actual (ICMA) convention).

Interest in respect of any Security shall be calculated per €1,000 in principal amount thereof (the "**Calculation Amount**"). The amount of interest calculated per Calculation Amount for any period shall, save as provided in Condition 5(c), be equal to the product of the relevant Interest Rate, the Calculation Amount and the day-count fraction for the relevant period, rounding the resulting figure to the nearest cent (half a cent being rounded upwards). The amount of interest payable in respect of each Security shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the denomination of such Security without any further rounding.

(c) Initial Interest Rate

The Interest Rate in respect of each Interest Period ending on or before the First Reset Date is (subject to Condition 5(i)) 4.125 per cent. per annum (the "**Initial Interest Rate**"). Subject to the following sentence and to Conditions 5(i) and 6, the Interest Payment in respect of each such Interest Period will amount to €41.25 per Calculation Amount. Subject to Conditions 5(i) and 6, the first payment of interest, to be made on the first Interest Payment Date, will be in respect of the period from (and including) the Issue Date to (but excluding) 27 February 2027 and will amount to €20.79 per Calculation Amount.

(d) Reset Interest Rates

The Interest Rate in respect of each Interest Period falling in a Reset Period shall (subject to Condition 5(i)) be the aggregate of the relevant Margin and the relevant 5-year Swap Rate for such Reset Period, all as determined by the Calculation Agent (each a "**Reset Interest Rate**").

(e) Determination of Reset Interest Rates and Calculation of Interest Amounts

The Calculation Agent will, as soon as practicable after 11.00 a.m. (Central European Time) on each Reset Interest Determination Date, determine the Reset Interest Rate in respect of the relevant Reset Period and calculate the amount of interest payable in respect of a Calculation Amount on each Interest Payment Date falling in the period from (but excluding) such relevant Reset Date to (and including) the next Reset Date (the "**Interest Amount**").

(f) Publication of Reset Interest Rates and Interest Amounts

Unless the Securities are to be redeemed on or prior to the First Reset Date, the Issuer (failing which the Guarantor) shall cause notice of each Reset Interest Rate and the related Interest Amount per Calculation Amount to be given to the Trustee, the Paying Agents, any stock exchange on which the Securities are for the time being listed or admitted to trading (to the extent required by the rules of such stock exchange) and, in accordance with Condition 18, the Holders, in each case as soon as practicable after its determination but in any event not later than the fourth Business Day thereafter.

(g) Calculation Agent

Unless the Securities are to be redeemed on or prior to the First Reset Date, the Issuer and the Guarantor will maintain a Calculation Agent.

The Issuer and the Guarantor may from time to time replace the Calculation Agent with another independent financial institution of recognised standing with appropriate expertise. If the Calculation Agent is unable or unwilling to continue to act as the Calculation Agent or fails to determine a Reset Interest Rate or calculate the related Interest Amount or effect the required publication thereof (in each case as required pursuant to these Conditions), the Issuer and the Guarantor shall forthwith appoint another independent financial institution of recognised standing with appropriate expertise to act as such in its place. The Calculation Agent may not resign its duties or be removed without a successor having been appointed as aforesaid.

(h) Determinations of Calculation Agent Binding

All notifications, opinions, determinations, certificates, calculations and decisions given, expressed or made for the purposes of this Condition 5 by the Calculation Agent shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Guarantor, the Calculation Agent, the Trustee, the Paying Agents and all Holders and Couponholders and (in the absence as aforesaid) no liability to the Holders, the Couponholders, the Trustee, the Issuer or the Guarantor shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of any of its powers, duties and discretions.

(i) Step-Up after Change of Control Event

Notwithstanding any other provision of this Condition 5, if a Change of Control Event occurs and the Issuer does not elect on or before the 30th day following the expiry of the Change of Control Exercise Period to redeem the Securities in accordance with Condition 7(h), the then prevailing Interest Rate and each subsequent Interest Rate otherwise determined in accordance with the provisions of this Condition 5 in respect of the Securities shall be increased by the Change of Control Step-up Margin with effect from (and including) the day immediately following the Change of Control Step-up Date.

(j) Benchmark Event

(i) Independent Adviser

Notwithstanding the foregoing provisions of this Condition 5, if a Benchmark Event occurs in relation to an Original Reference Rate at any time when any Reset Interest Rate (or any component part thereof) remains to be determined by reference to such Original Reference Rate, the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable (provided that such appointment need not be made earlier than with effect from 30 (thirty) days prior to the first date on which the Original Reference Rate is to be used to determine any Reset Interest Rate (or any component part thereof)), to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 5(j)(ii)) and, in either case, the applicable Adjustment Spread (if any) (in accordance with Condition 5(j)(iii)) and any Benchmark Amendments (in accordance with Condition 5(j)(iv)).

In making such determination, the Independent Adviser appointed pursuant to this Condition 5(j) shall act in good faith and in a commercially reasonable manner as an expert. In the absence of wilful default, bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Guarantor, the Trustee, the Paying Agents, the Calculation Agent, the Holders or the Couponholders for any determination made by it pursuant to this Condition 5(j).

If, following the occurrence of a Benchmark Event, (i) the Issuer is unable to appoint an Independent Adviser or (ii) the Independent Adviser appointed by the Issuer fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 5(j) prior to the relevant Reset Interest Determination Date, the fallback provisions set out in paragraph (ii) of the definition of 5-year Swap Rate and the definition of Reset Reference Bank Rate, in Condition 23 will continue to apply. For the avoidance of doubt, this paragraph shall apply to the determination of the Reset Interest Rate applicable to the next succeeding Reset Period only and any subsequent Reset Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 5(j).

(ii) *Successor Rate or Alternative Rate*

If the Independent Adviser determines that:

(A) there is a Successor Rate, then such Successor Rate and any applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Reset Interest Rate (or the relevant component part(s) thereof) for all relevant future payments of interest on the Securities from the start of the immediately following Reset Period onwards (subject to the subsequent operation of this Condition 5(j)); or

(B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and any applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Reset Interest Rate (or the relevant component part(s) thereof) for all relevant future payments of interest on the Securities from the start of the immediately following Reset Period onwards (subject to the subsequent operation of this Condition 5(j)).

(iii) *Adjustment Spread*

The Adjustment Spread (or the formula or methodology for determining the Adjustment Spread) shall be applied to the Successor Rate or the Alternative Rate (as the case may be) and, for the avoidance of doubt, an Adjustment Spread may be positive, negative or zero. If the Independent Adviser is unable to determine the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Successor Rate or Alternative Rate (as the case may be) will apply without an Adjustment Spread (subject to the subsequent operation of, and to adjustment as provided in, this Condition 5(j)).

(iv) *Benchmark Amendments*

If any Successor Rate, Alternative Rate or Adjustment Spread, as the case may be, is determined in accordance with this Condition 5(j) and the Independent Adviser determines (i) that amendments to these Conditions (including, but not limited to, the day count fraction, Reset Screen Page, Reset Interest Determination Date and/or the definition of the Original Reference Rate, and/or the method for determining the fallback to the

Original Reference Rate), the Paying Agency Agreement and/or the Trust Deed are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread, as the case may be (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(j)(v), without any requirement for the consent or approval of Holders or the Couponholders, vary these Conditions, the Paying Agency Agreement and/or the Trust Deed to give effect to such Benchmark Amendments with effect from the date specified in such notice. At the request of the Issuer, but subject to receipt by the Trustee and the Principal Paying Agent of a certificate signed by two Authorised Signatories of the Issuer pursuant to Condition 5(j)(v), the Trustee and the Principal Paying Agent shall (at the expense of the Issuer), without any requirement for the consent or approval of the Holders or Couponholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including, *inter alia*, by the execution of a deed or agreement supplemental to or amending the Trust Deed and/or the Paying Agency Agreement), provided that (i) the Trustee shall not be obliged to agree to any Benchmark Amendment which, in the sole opinion of the Trustee would have the effect of exposing the Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction, and (ii) neither the Trustee nor the Principal Paying Agent shall be obliged to concur if, in the opinion of the Trustee or the Principal Paying Agent, as applicable, doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee or the Principal Paying Agent, as applicable, in these Conditions, the Trust Deed or the Paying Agency Agreement (including, for the avoidance of doubt, any supplemental trust deed or supplemental agency agreement) in any way.

(v) *Notices, etc.*

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 5(j) will be notified promptly by the Issuer to the Trustee, the Paying Agents, the Calculation Agent and, in accordance with Condition 18, the Holders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

Prior to any Benchmark Amendments taking effect and no later than notifying the Trustee of the same, the Issuer shall deliver to the Trustee a certificate signed by two Authorised Signatories of the Issuer:

(A) confirming (i) that a Benchmark Event has occurred, (ii) the Successor Rate or, as the case may be, the Alternative Rate, (iii) the applicable Adjustment Spread (if any) and (iv) where applicable, the specific terms of any Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 5(j); and

(B) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or the applicable Adjustment Spread (if any).

The Trustee and the Principal Paying Agent shall be entitled to rely on such certificate (without enquiry or liability to any person) as sufficient evidence thereof. For the avoidance of doubt, each of the Trustee and the Principal Paying Agent shall not be liable to the Holders, the Couponholders or any other person for so acting or relying on such certificate, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person. The Successor Rate or Alternative Rate and the applicable Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of wilful default, manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the applicable Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Trustee's and the Principal Paying Agent's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Guarantor, the Trustee, the Paying Agents, the Calculation Agent, the Holders and the Couponholders.

(vi) *Survival of the Original Reference Rate*

Without prejudice to the obligations of the Issuer under Conditions 5(j)(i) to 5(j)(iv), the Original Reference Rate and the fallback provisions provided for in the definition of "5-year Swap Rate" will continue to apply unless and until a Benchmark Event has occurred.

(vii) *Rating Capital Event*

Notwithstanding any other provision of this Condition 5(j), no Successor Rate or Alternative Rate will be adopted, nor any Adjustment Spread applied, nor will any Benchmark Amendments be made, if and to the extent that, in the determination of the Issuer and the Guarantor, the same could reasonably be expected to result in a reduction of the amount of equity credit assigned by any Rating Agency to the Securities immediately prior to the occurrence of the relevant Benchmark Event, or otherwise prejudice the eligibility of the Securities for equity credit from any Rating Agency.

(viii) *Definitions*

As used in this Condition 5(j):

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

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

(b) in the case of a Successor Rate for which no such recommendation as referred to in (a) above has been made or, in the case of an Alternative Rate, the Independent Adviser determines, is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital market transactions to produce an industry-accepted replacement rate for the Original Reference Rate;

(c) in the case that the Independent Adviser determines that no such spread is customarily applied, 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

(d) in the case that the Independent Adviser determines that no such industry standard is recognised or acknowledged, the Independent Adviser determines to be appropriate in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Holders and Couponholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be).

"**Alternative Rate**" means an alternative to the Original Reference Rate which the Independent Adviser determines in accordance with Condition 5(j)(ii) is customarily applied in international debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) in the same currency as the Securities.

"**Benchmark Amendments**" has the meaning given to it in Condition 5(j)(iv).

"**Benchmark Event**" means, with respect to an Original Reference Rate:

(a) the Original Reference Rate has ceased to be published on the relevant screen page as a result of such benchmark ceasing to be calculated or administered; or

(b) a public statement by the administrator of such Original Reference Rate that it will, by a specified future date (a "**Specified Future Date**"), cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of such Original Reference Rate); or

(c) a public statement by the supervisor of the administrator of such Original Reference Rate that the Original Reference Rate has been or will, by a specified future date (a "**Specified Future Date**"), be permanently or indefinitely discontinued; or

(d) a public statement by the supervisor of the administrator of the Original Reference Rate that means the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case by a specified Future Date (a "**Specified Future Date**"); or

(e) a public statement by the supervisor of the administrator of the relevant Original Reference Rate that, in the view of such supervisor, such Reference Rate is or will, by a specified future date (a "**Specified Future Date**"), be no longer representative of an underlying market; or

(f) it has become unlawful for the Calculation Agent or the Issuer to calculate any payments due to be made to any Holder or Couponholder using the Original Reference Rate.

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

"**Independent Adviser**" means an independent financial institution of international repute or an independent financial adviser with appropriate expertise in the international debt capital markets appointed by the Issuer, at its own expense, under Condition 5(j)(i).

"**Original Reference Rate**" means the 5-year Swap Rate (or any component thereof) (or, if applicable, any Successor Rate or Alternative Rate (or any component part thereof) determined and applicable to the Securities pursuant to the earlier application of Condition 5(j)).

"**Relevant Nominating Body**" means, in respect of an Original Reference Rate:

(a) the central bank for the currency to which the Original Reference Rate relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the Original Reference Rate; or

(b) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the Original Reference Rate relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the Original Reference Rate, (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof.

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

6 Optional Interest Deferral

(a) Deferral of Interest Payments

Notwithstanding the provisions of Condition 5(a), the Issuer may, at its discretion, elect to defer all or part of any Interest Payment (any such deferred Interest Payment, a "**Deferred Interest Payment**") which is otherwise scheduled to be paid on an Interest Payment Date by giving notice (a "**Deferral Notice**") of such election to the Holders in accordance with Condition 18 and to the Trustee and the Principal Paying Agent not more than 14 nor less than seven Business Days prior to the relevant Interest Payment Date. Subject to Condition 6(c), if the Issuer elects not to make all or part of any Interest Payment on an Interest Payment Date in accordance with this Condition 6(a), then neither it nor the Guarantor will have any obligation to pay such interest on the relevant Interest Payment Date and any such non-payment of interest will not constitute a default or any other breach of its obligations under the Securities or the Guarantee or for any other purpose.

Any Deferred Interest Payment shall itself bear interest (such further interest, together with the Deferred Interest Payment, being "**Deferred Interest**"), at the Interest Rate prevailing from time to time, from (and including) the date on which (but for such deferral) the relevant Deferred Interest Payment would otherwise have been due to be made to (but excluding) the relevant Deferred Interest Settlement Date (as defined below) or, as appropriate, such other date on which such Deferred Interest Payment is paid in accordance with Condition 6(c), in each case such further interest being compounded on each Interest Payment Date. Any such Deferred Interest will be calculated by the Calculation Agent.

Non-payment of Deferred Interest (or part thereof) shall not constitute a default by the Issuer or the Guarantor under the Securities or the Guarantee or for any other purpose, unless such payment is required in accordance with Condition 6(c).

(b) ***Optional payment of Deferred Interest***

Deferred Interest may be paid at the option of the Issuer in whole or in part at any time on any Business Day (the "**Deferred Interest Settlement Date**") following delivery of a notice to such effect given by the Issuer to the Holders in accordance with Condition 18 and to the Trustee and the Principal Paying Agent not more than 14 nor less than seven Business Days prior to the relevant Deferred Interest Settlement Date informing them of its election to so settle such Deferred Interest (or part thereof) and specifying the relevant Deferred Interest Settlement Date.

(c) ***Mandatory payment of Deferred Interest***

Notwithstanding the preceding provisions of this Condition 6, the Issuer shall pay any accrued but unpaid Deferred Interest, in whole but not in part, on the first to occur of the following dates:

(i) the date which is 10 Business Days following the occurrence of a Compulsory Payment Event;

(ii) the next scheduled Interest Payment Date if the Issuer pays interest in full on the Securities on such date; or

(iii) the date on which the Securities are redeemed or repaid in accordance with Condition 3, Condition 4, any paragraph of Condition 7 or Condition 12, or purchased in accordance with Condition 10.

Notice of any Compulsory Payment Event or other event resulting in the Issuer being required to pay any accrued but unpaid Deferred Interest pursuant to this Condition 6(c) shall be given by the Issuer to the Holders in accordance with Condition 18, the Trustee and to the Principal Paying Agent within three Business Days of such event.

7 Redemption

(a) ***No Fixed Redemption Date***

The Securities are perpetual securities in respect of which there is no fixed maturity date and the Issuer shall (subject to the provisions of Condition 3(a) and without prejudice to the provisions of Condition 14) only have the right to redeem them in accordance with the following provisions of this Condition 7.

(b) ***Issuer's Call Option***

The Issuer may, having given not less than 10 nor more than 60 days' notice to the Trustee, the Principal Paying Agent and, in accordance with Condition 18, the Holders (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all, but not some only, of the Securities on any Optional Par Redemption Date at 100 per cent. of their principal amount together with any accrued and unpaid interest up to (but excluding) the redemption date (including any accrued but unpaid Deferred Interest). Upon the expiry of such notice, the Issuer shall redeem the Securities.

(c) ***Redemption for Taxation Reasons***

If, immediately prior to the giving of the notice referred to below, a Tax Deductibility Event or a Withholding Tax Event has occurred and is continuing, then the Issuer may, having given not less than 10 nor more than 60 days' notice to the Trustee, the Principal Paying Agent and, in accordance with Condition 18, the Holders (which notice shall be irrevocable and shall specify the date fixed for redemption) and subject to Condition 9, redeem all, but not some only, of the Securities on any Business Day at:

(i) in the case of a Withholding Tax Event, 100 per cent. of their principal amount; or,

(ii) in the case of a Tax Deductibility Event,

(A) 101 per cent. of their principal amount where such redemption occurs before the First Optional Par Redemption Date, or

(B) 100 per cent. of their principal amount where such redemption occurs on or after the First Optional Par Redemption Date,

together, in each case, with any accrued and unpaid interest up to (but excluding) the redemption date (including any accrued but unpaid Deferred Interest).

Upon the expiry of such notice, the Issuer shall redeem the Securities.

(d) Redemption for Rating Reasons

If, immediately prior to the giving of the notice referred to below, a Rating Capital Event has occurred and is continuing, then the Issuer may, having given not less than 10 nor more than 60 days' notice to the Trustee, the Principal Paying Agent and, in accordance with Condition 18, the Holders (which notice shall be irrevocable and shall specify the date fixed for redemption) and subject to Condition 9, redeem all, but not some only, of the Securities on any Business Day at (i) 101 per cent. of their principal amount, where such redemption occurs before the First Optional Par Redemption Date, or (ii) 100 per cent. of their principal amount, where such redemption occurs on or after the First Optional Par Redemption Date, together, in each case, with any accrued and unpaid interest up to (but excluding) the redemption date (including any accrued but unpaid Deferred Interest). Upon the expiry of such notice, the Issuer shall redeem the Securities.

(e) Redemption for Accounting Reasons

If, immediately prior to the giving of the notice referred to below, an Accounting Event has occurred and is continuing, then the Issuer may, having given not less than 10 nor more than 60 days' notice to the Trustee, the Principal Paying Agent and, in accordance with Condition 18, the Holders (which notice shall be irrevocable and shall specify the date fixed for redemption) and subject to Condition 9, redeem all, but not some only, of the Securities on any Business Day at (i) 101 per cent. of their principal amount, where such redemption occurs before the First Optional Par Redemption Date, or (ii) 100 per cent. of their principal amount, where such redemption occurs on or after the First Optional Par Redemption Date, together, in each case, with any accrued and unpaid interest up to (but excluding) the redemption date (including any accrued but unpaid Deferred Interest). Upon the expiry of such notice, the Issuer shall redeem the Securities. The period during which the Issuer may notify the redemption of the Securities as a result of the occurrence of an Accounting Event shall start on the Accounting Event Adoption Date. For the avoidance of doubt, such period shall include any transitional period between the Accounting Event Adoption Date and the date on which it comes into effect.

(f) Redemption Following Substantial Repurchase

If, immediately prior to the giving of the notice referred to below, a Substantial Repurchase Event has occurred, then the Issuer may, having given not less than 10 nor more than 60 days' notice to the Trustee, the Principal Paying Agent and, in accordance with Condition 18, the Holders (which notice shall be irrevocable and shall specify the date fixed for redemption) and subject to Condition

9, redeem all, but not some only, of the Securities on any Business Day at 100 per cent. of their principal amount, together with any accrued and unpaid interest up to (but excluding) the redemption date (including any accrued but unpaid Deferred Interest). Upon the expiry of such notice, the Issuer shall redeem the Securities.

(g) Make-whole Redemption

The Issuer may, having given not less than 10 nor more than 60 days' notice to the Trustee, the Principal Paying Agent and, in accordance with Condition 18, the Holders (which notice shall be irrevocable and shall specify the date fixed for redemption (such date, the "**Make-whole Redemption Date**")), redeem all, but not some only, of the Securities on any Business Day other than an Optional Par Redemption Date at the Make-whole Redemption Amount. Upon the expiry of such notice, the Issuer shall redeem the Securities.

No later than the Business Day immediately following the Make-whole Calculation Date, the Make-whole Calculation Agent shall notify the Issuer, the Guarantor, the Trustee, the Principal Paying Agent and, in accordance with Condition 18, the Holders of the Make-whole Redemption Amount.

(h) Redemption Following a Change of Control Event

If a Change of Control Event occurs on or after the Issue Date the Issuer may, at the earliest on the last day of the Change of Control Exercise Period, and upon giving not less than 10 nor more than 60 days' notice to the Trustee, the Principal Paying Agent and, in accordance with Condition 18, the Holders (which notice shall be irrevocable and shall specify the date fixed for redemption) and subject to Condition 9, redeem all, but not some only, of the Securities at 100 per cent. of their principal amount, together with any accrued and unpaid interest up to (but excluding) the redemption date (including any accrued but unpaid Deferred Interest). Upon the expiry of such notice, the Issuer shall redeem the Securities. Any date fixed for the redemption of the Securities pursuant to this Condition 7(h) must be a Business Day.

Promptly upon the Issuer or the Guarantor, as applicable, becoming aware that a Change of Control Event has occurred, and in any event not later than 21 days after the occurrence of the Change of Control Event, the Issuer shall give notice (a "**Change of Control Event Notice**") to the Trustee, the Principal Paying Agent and, in accordance with Condition 18, the Holders specifying the nature of the Change of Control Event.

8 Exchange or Variation

If a Rating Capital Event, an Accounting Event, a Tax Deductibility Event or a Withholding Tax Event has occurred and is continuing, then the Issuer may, subject to Condition 9 (without any requirement for the consent or approval of the Holders or Couponholders) and subject to (i) the preconditions to exchange or variation set out in Condition 9 having been complied with and (ii) the conditions set out in the last paragraph of this Condition 8 being satisfied following such exchange or variation, and having given not less than 10 nor more than 60 days' notice to the Trustee, the Principal Paying Agent and, in accordance with Condition 18, the Holders (which notice shall be irrevocable), at any time, either (i) exchange all, but not some only, of the Securities for, or (ii) vary the terms of the Securities with the effect that they remain or become, as the case may be, Qualifying Securities.

The Trustee shall, without any requirement for the consent or approval of Holders or the Couponholders but subject to the following provisions of this Condition 8 and subject to the receipt by it of the certificate of the Authorised Signatories of the Guarantor referred to in Condition 9 below, agree to such exchange or variation, provided that (i) the Trustee shall not be obliged to agree to any such exchange or variation which, in the sole opinion of the Trustee would have the effect of exposing the Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction, and (ii) the Trustee shall not be obliged to concur if, in the opinion of the Trustee, doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee in these Conditions, the Trust Deed or the Paying Agency Agreement.

Upon expiry of such notice, the Issuer shall either vary the terms of or, as the case may be, exchange the Securities in accordance with this Condition 8.

In connection with any exchange or variation in accordance with this Condition 8, the Issuer and the Guarantor shall comply with the rules of any stock exchange on which the Securities are for the time being listed or admitted to trading.

Any such exchange or variation in accordance with the foregoing provisions shall not be permitted if (a) following any such exchange or variation (i) an Accounting Event, (ii) a Tax Deductibility Event or (iii) a Withholding Tax Event would be occurring with respect to the Qualifying Securities, or (b) any such exchange or variation could reasonably be expected to result in a reduction of the amount of equity credit assigned by any Rating Agency to the Securities immediately prior to such exchange or variation, or otherwise prejudice the eligibility of the Securities (or the Qualifying Securities) for equity credit from any Rating Agency.

9 Preconditions to Special Event Redemption, Exchange and Variation

Prior to the publication of any notice of redemption pursuant to Condition 7 (other than redemption pursuant to Condition 7(b) or Condition 7(g)) or any notice of exchange or variation pursuant to Condition 8, the Guarantor shall deliver to the Trustee a certificate signed by two Authorised Signatories of the Guarantor stating that the relevant requirement or circumstance giving rise to the right to redeem, exchange or vary is satisfied, and where the relevant Special Event requires measures reasonably available to the Issuer or the Guarantor, as the case may be, to be taken, the relevant Special Event cannot be avoided by the Issuer or the Guarantor, as the case may be, taking such measures. In relation to an exchange or variation pursuant to Condition 8, such certificate shall also include further certifications that the terms of the Qualifying Securities are not materially less favourable to Holders than the terms of the Securities, and that the criteria specified in paragraphs (a) to (h) of the definition of Qualifying Securities will be satisfied by the Qualifying Securities upon issue. The Trustee shall be entitled to accept such certificate without any further inquiry as sufficient evidence of the satisfaction of the conditions precedent set out in such paragraphs, in which event it shall be conclusive and binding on the Holders and the Couponholders.

Any redemption of the Securities pursuant to Condition 7(b), 7(c), 7(d), 7(e), 7(f), 7(g) or 7(h) must include payment in full of all accrued but unpaid interest and Deferred Interest up to (but excluding) the date of such redemption. For the avoidance of doubt, the Issuer's right to redeem shall not be conditional on separate payment of Deferred Interest prior to the redemption date.

The Trustee is under no obligation to ascertain whether any Special Event or any event which could lead to the occurrence of, or could constitute, any such Special Event has occurred and, until it shall have actual knowledge or express notice pursuant to the Trust Deed to the contrary, the Trustee may assume that no such Special Event or such other event has occurred.

10 Purchases and Cancellation

(a) Purchases

Each of the Issuer, the Guarantor and any of their respective Subsidiaries may at any time purchase or procure others to purchase beneficially for its account Securities in any manner and at any price. In each case, purchases will be made together with all unmatured Coupons and Talons appertaining thereto.

(b) Cancellation

All Securities redeemed or exchanged by the Issuer pursuant to Condition 7 or Condition 8, as the case may be, (together with all unmatured Coupons and unexchanged Talons relating thereto) will forthwith be cancelled. All Securities purchased by or on behalf of the Issuer, the Guarantor or any of their respective Subsidiaries may, at the option of the Issuer or the Guarantor, as the case may be, be held, reissued, resold or surrendered for cancellation (together with all unmatured Coupons and all unexchanged Talons attached to them) to a Paying Agent. Securities held by the Issuer, the Guarantor and/or any of their respective Subsidiaries shall not entitle the holder to vote at any meeting of Holders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of Holders or for any other purpose specified in Condition 15.

11 Payments

(a) Method of Payment

(i) Payments of principal, premium and interest will be made against presentation and surrender of Securities or the appropriate Coupons (as the case may be) at the specified office of any of the Paying Agents outside the United States except that payments of interest in respect of any period not ending on an Interest Payment Date will only be made against presentation and either surrender or endorsement (as appropriate) of the Securities. Such payments will be made by transfer to a euro account maintained by the payee with a bank in a city in which banks have access to T2.

(ii) Upon the due date for redemption of any Security, unmatured Coupons relating to such Security (whether or not attached) shall become void and no payment shall be made in respect of them. Where any Security is presented for redemption without all unmatured Coupons relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.

(iii) On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Securities, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Principal Paying Agent in exchange for a further Coupon sheet (and another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 14).

(b) Payments Subject to Fiscal Laws

Without prejudice to the terms of Condition 13, all payments made in accordance with these Conditions shall be made subject to any fiscal or other laws and regulations applicable in the place of payment. No commissions or expenses shall be charged to the Holders or Couponholders in respect of such payments. For the avoidance of doubt, any amounts to be paid in respect of the Securities will be paid net of any FATCA Withholding as contemplated in Condition 13, and no Additional Amounts will be required to be paid on account of any FATCA Withholding.

(c) Days for Payments

A Security or Coupon may only be presented for payment on a day (a "**Payment Day**") which is: (i) a day on which commercial banks and foreign exchange markets are open for general business (including dealing in foreign exchange and foreign currency deposits) in the place of presentation and in Zurich; and (ii) a day on which T2 is operating. No further interest or other payment will be made as a consequence of the day on which the relevant Security or Coupon may be presented for payment under this paragraph falling after the due date.

12 Default and Enforcement

(a) Proceedings

If a default is made by the Issuer or the Guarantor for a period of 30 days or more in relation to the payment of principal, premium or any interest (including any Deferred Interest) in respect of the Securities which is due and payable, then the Issuer and/or the Guarantor, as the case may be, shall without notice from the Trustee be deemed to be in default under the Trust Deed, the Securities and the Coupons and the Trustee at its discretion may, and if so requested in writing by the holders of not less than 25 per cent. in principal amount of the Securities then outstanding or if so directed by an Extraordinary Resolution (as defined in the Trust Deed) shall, (subject in each case to Condition 12(c)) institute actions, steps or proceedings for the winding-up, liquidation, dissolution or other similar proceedings of or against the Issuer and/or the Guarantor, as applicable, and/or prove in the winding-up, administration, liquidation, dissolution or other similar proceedings of the Issuer and/or the Guarantor, as applicable, and/or claim in the insolvency, liquidation, dissolution, composition, bankruptcy, administration or other similar proceedings of or against the Issuer and/or the Guarantor, as applicable, for such payment, such claim being as contemplated in Condition 3(a) or 4(c), as applicable.

The Trustee at its discretion may, and if so requested in writing by the holders of not less than 25 per cent. in principal amount of the Securities then outstanding or if so directed by an Extraordinary Resolution shall, (subject in each case to Condition 12(c)) prove in the winding-up, administration, liquidation, dissolution or other similar proceedings of the Issuer and/or the Guarantor, as applicable, and/or claim in the insolvency, liquidation, dissolution, composition, bankruptcy, administration or other similar proceedings of or against the Issuer and/or the Guarantor, as applicable, for such amounts as contemplated in Conditions 3(a) and 4(c).

(b) Enforcement

The Trustee may at its discretion (subject to Condition 12(c)) and without notice institute such actions, steps or proceedings against the Issuer and/or the Guarantor, as the case may be, as it may think fit to enforce any term or condition binding on the Issuer and/or the Guarantor, as the case may be, under the Trust Deed, the Securities or the Coupons but in no event shall the Issuer or the Guarantor, by virtue of the institution of any such proceedings, be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it.

(c) Entitlement of Trustee

The Trustee shall not be bound to take any of the actions referred to in Condition 12(a) or Condition 12(b) against the Issuer and/or the Guarantor to enforce the terms of the Trust Deed, the Securities or the Coupons or any other action or step under or pursuant to the Trust Deed unless (i) it shall have been so directed by an Extraordinary Resolution of the Holders or requested in writing by the

Holders of not less than 25 per cent. in principal amount of the Securities then outstanding and (ii) it shall have been indemnified and/or secured and/or prefunded to its satisfaction.

(d) Right of Holders

No Holder or Couponholder shall be entitled to proceed directly against the Issuer and/or the Guarantor or to institute actions, steps or proceedings for the insolvency, winding-up, liquidation, composition, bankruptcy, dissolution or other similar proceedings of or against the Issuer and/or the Guarantor, as applicable, and/or prove in the winding-up, administration, liquidation, dissolution or other similar proceedings of the Issuer and/or the Guarantor, as applicable, and/or claim in the insolvency, liquidation, dissolution, composition, bankruptcy, administration or other similar proceedings of or against the Issuer and/or the Guarantor, as applicable, unless the Trustee, having become so bound to proceed or being able to prove in such winding-up, administration, liquidation, dissolution or other similar proceedings or claim in such insolvency, liquidation, dissolution, composition, bankruptcy, administration or other similar proceedings, fails or is unable to do so within 60 days and such failure or inability shall be continuing, in which case the Holder or Couponholder shall have only such rights against the Issuer and/or the Guarantor as those which the Trustee is entitled to exercise as set out in this Condition 12.

(e) Extent of Holders' remedy

No remedy against the Issuer and/or the Guarantor, other than as referred to in this Condition 12, shall be available to the Trustee or the Holders or Couponholders, whether for the recovery of amounts owing in respect of the Securities, the Coupons or under the Trust Deed (including the Guarantee) or in respect of any breach by the Issuer and/or the Guarantor of any of its/their other obligations under or in respect of the Securities, the Coupons or the Trust Deed.

(f) Trustee's remuneration

The provisions of Conditions 3 and 4(c) apply only to the principal, premium, interest and any other amounts payable in respect of the Securities and nothing in Conditions 3 and 4(c) shall affect or prejudice the payment of the costs, charges, expenses, liabilities or remuneration of the Trustee or the rights and remedies of the Trustee in respect thereof.

13 Taxation

All payments of principal, premium and interest by or on behalf of the Issuer or the Guarantor will be made without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed or levied by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law. In such event, the Issuer or, as the case may be, the Guarantor will pay such additional amounts ("**Additional Amounts**") as shall be necessary in order that the net amounts received by the holders of the Securities and the Coupons after such withholding or deduction shall equal the respective amounts of principal, premium and/or interest which would otherwise have been receivable in respect of the Securities or the Coupons, as the case may be, in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable with respect to any Security or Coupon:

(a) by or on behalf of a holder or beneficial owner who is liable for such Taxes in respect of such Security or Coupon by reason of having some connection with a Tax Jurisdiction other than the mere holding of such Security or Coupon; or

(b) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to Additional Amounts on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day; or

(c) where such withholding or deduction is required to be made pursuant to laws enacted by Switzerland or the Netherlands changing the Swiss federal withholding tax system or the Dutch withholding tax system from an issuer-based system to a paying-agent-based system pursuant to which a person in Switzerland or the Netherlands (as applicable) other than the Issuer or the Guarantor is required to withhold tax on any interest payments; or

(d) to, or to a third party on behalf of, a holder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or other similar claim for exemption to any tax authority in the place where the relevant Securities or Coupons are presented for payment; or

(e) where such withholding or deduction (and any interest or penalties related thereto) is imposed under the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*), as amended, on payments due to a Holder or Couponholder affiliated (*gelieerd*) to the Issuer or the Guarantor within the meaning of the Withholding Tax Act 2021; or

(f) by reason of any combination of items (a) to (e) above.

Notwithstanding any other provision of these Conditions, any amounts to be paid on the Securities by or on behalf of the Issuer will be paid net of any deduction or withholding imposed or required pursuant to an agreement described in Section 1471(b) of the Code, or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) (any such withholding or deduction, a "**FATCA Withholding**"). Neither the Issuer nor any other person will be required to pay any Additional Amounts in respect of FATCA Withholding.

References in these Conditions to principal, premium, Interest Payments, Deferred Interest and/or any other amount in respect of interest shall be deemed to include any Additional Amounts which may become payable pursuant to the foregoing provisions or any undertakings given in addition thereto or in substitution therefor pursuant to the Trust Deed.

14 Prescription

Claims against the Issuer and/or the Guarantor in respect of Securities and Coupons (which for this purpose shall not include Talons) or under the Guarantee will become void unless presented for payment or made, as the case may be, within a period of 10 years in the case of Securities and the Guarantee (in respect of claims relating to principal and premium) and five years in the case of Coupons and the Guarantee (in respect of claims relating to interest) from the Relevant Date relating thereto. There shall be no prescription period for Talons but there shall not be included in any Coupon sheet issued in exchange for a Talon any Coupon the claim in respect of which would be void pursuant to this Condition 14 or Condition 11(a)(iii).

15 Meetings of Holders, Modification, Waiver and Substitution

The Trust Deed contains provisions for convening meetings (in the form of a physical meeting, a virtual meeting or a hybrid meeting, each as defined in the Trust Deed) of Holders to consider any matter affecting their interests or those of Couponholders, including the sanctioning by Extraordinary Resolution of a modification of any of these Conditions or any provisions of the Trust Deed. Such a meeting may be convened by the Issuer, the Guarantor or the Trustee at any time. If the Trustee receives a written request by Holders holding at least 10 per cent. in principal amount of the Securities for the time being outstanding and is indemnified and/or secured and/or prefunded to its satisfaction, the Trustee shall convene a meeting of the Holders.

The quorum at any such meeting for passing an Extraordinary Resolution shall be one or more persons holding or representing a clear majority in principal amount of the Securities for the time being outstanding, or at any adjourned such meeting one or more persons being or representing Holders whatever the principal amount of the Securities so held or represented, provided, however, that Reserved Matters may only be sanctioned by an Extraordinary Resolution, in which case the necessary quorum will be one or more persons holding or representing not less than 66 2/3 per cent., or at any adjourned such meeting not less than 33 1/3 per cent., in aggregate principal amount of the Securities for the time being outstanding. "**Reserved Matter**" has the meaning given in the Trust Deed and includes any proposal (i) to effect the exchange or substitution for the Securities of, or the conversion of the Securities into, shares, bonds or other obligations or securities of the Issuer, the Guarantor or any other entity (other than as permitted under Condition 8 or Condition 15), (ii) to approve the substitution of any person for the Issuer or the Guarantor (other than as permitted under Condition 15), (iii) to modify any Interest Payment Date, (iv) to reduce or cancel the principal amount of, any applicable premium payable on redemption of, or any interest on the Securities (excluding any Benchmark Amendment or the selection of a Successor Rate, Alternative Rate or Adjustment Spread), (v) to change the currency of payment of the Securities or the Coupons, (vi) to change the quorum required at any meeting of Holders or the majority required to pass an Extraordinary Resolution, pass an electronic consent or to sign a resolution in writing, (vii) to modify or cancel the Guarantee (except for the purposes of this limb (vii), a modification which in the sole opinion of the Trustee is not materially prejudicial to the interests of the Holders shall not constitute a Reserved Matter) or (viii) to modify the provisions regarding subordination referred to in Condition 3 and/or Condition 4.

The agreement or approval of the Holders shall not be required in the case of any Benchmark Amendments required pursuant to Condition 5(j) or any variation of these Conditions and/or the Trust Deed required to be made pursuant to Condition 8 in connection with the exchange or variation of the terms of the Securities so that they remain or become Qualifying Securities.

An Extraordinary Resolution passed at any meeting of Holders will be binding on all Holders, whether or not they are present at the meeting, and on all Couponholders.

The Trust Deed provides that (i) a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in aggregate principal amount of the Securities outstanding, or (ii) 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 75 per cent. in aggregate principal amount of the Securities outstanding, shall, in each case, for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Holders duly convened and held. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Holders.

The Trustee may agree, without the consent of the Holders or Couponholders, to (i) any modification of these Conditions or of any other provisions of the Trust Deed or the Paying Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of law, and (ii) any other modification to (except in respect of a Reserved Matter), and any waiver or authorisation of any breach or proposed breach by the Issuer and/or the Guarantor of, any of these Conditions or of the provisions of the Trust Deed or the Paying Agency Agreement which is, in the opinion of the Trustee, not materially prejudicial to the interests of the Holders (which will not include, for the avoidance of doubt, any provision entitling the Holders to institute actions, steps or proceedings for the insolvency, winding-up, dissolution, composition, bankruptcy or liquidation of or against the Issuer and/or the Guarantor, as applicable, in circumstances which are more extensive than those set out in Condition 12).

In addition, (i) the Trustee and the Principal Paying Agent shall be obliged to concur with the Issuer and the Guarantor to agree to any Benchmark Amendments in the circumstances and as otherwise set out in Condition 5(j) and (ii) the Trustee shall (subject to the provisions of Condition 8 and subject to the receipt by it of the certificate of the Authorised Signatories of the Guarantor referred to in Condition 9) agree to any exchange or variation of the Securities pursuant to Condition 8, in each case without the consent or approval of the Holders or Couponholders.

The Trust Deed contains provisions permitting the Trustee to agree, subject to such amendment of the Trust Deed, the Paying Agency Agreement and such other conditions as the Trustee may require, but without the consent of the Holders or the Couponholders, to (i) the substitution on a subordinated basis equivalent to that referred to in Condition 3 of any successor in business of the Issuer, any Subsidiary of the Issuer or the Guarantor or any of their successors in business, or (in each case, if not incorporated in Switzerland) any other subsidiary or holding company of the Issuer or the Guarantor, in place of the Issuer (or of any previously substituted company) as the principal debtor under the Trust Deed, the Paying Agency Agreement, the Securities and the Coupons; and (ii) the substitution of any successor in business of the Guarantor or any Subsidiary of the Guarantor or its successor in business in place of the Guarantor (or of any previously substituted company) as guarantor under the Guarantee.

In connection with any proposed substitution as aforesaid and in connection with the exercise of its trusts, powers, authorities and discretions (including but not limited to those referred to in this Condition 15), the Trustee shall have regard to the general interests of the Holders as a class but shall not have regard to the consequences of such substitution or such exercise for individual Holders or Couponholders. In connection with any substitution or such exercise as aforesaid, no Holder or Couponholder shall be entitled to claim, whether from the Issuer, the substitute Issuer, the Guarantor or the Trustee or any other person, any indemnification or payment in respect of any tax consequence of any such substitution or any such exercise upon any individual Holders or Couponholders, except to the extent already provided in Condition 13 and/or any undertaking given in addition thereto or in substitution therefor pursuant to the Trust Deed.

Any such modifications, waivers, authorisations or substitution shall be binding on all Holders and all Couponholders and, unless the Trustee agrees otherwise, any such modification or substitution shall be notified to the Holders in accordance with Condition 18 as soon as practicable thereafter.

16 Replacement of the Securities, Coupons and Talons

If any Security, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Principal Paying Agent as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Holders in accordance with Condition 18, on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Security, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Securities, Coupons or further Coupons) and otherwise as the Issuer may reasonably require. Mutilated or defaced Securities, Coupons or Talons must be surrendered before any replacement Securities, Coupons or Talons will be issued.

17 Indemnification of the Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking proceedings to enforce repayment unless indemnified and/or secured and/or pre-funded to its satisfaction. The Trustee is entitled to enter into business transactions with the Issuer, the Guarantor and any entity related to either of them without accounting for any profit.

18 Notices

All notices to Holders will be valid if published in a leading English language daily newspaper published in London (which is expected to be the Financial Times) and, so long as the Securities are admitted to listing on the Official List and to trading on the regulated market of the Luxembourg Stock Exchange and the rules of that exchange so require, on the website of the Luxembourg Stock Exchange (www.luxse.com) or in a daily newspaper of general circulation in Luxembourg (which is expected to be the Luxemburger Wort). Any such notice shall be deemed to have been given on the date of first publication (or, if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers). If publication as provided above is not practicable, a notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve. Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Holders.

19 Further Issues

The Issuer may from time to time without the consent of the Holders or the Couponholders create and issue further securities ranking *pari passu* in all respects (or in all respects save for the date from which interest thereon accrues and the amount of the first payment of interest on such further securities) and so that such further issue shall be consolidated and form a single series with the outstanding Securities. Any such further securities shall be constituted by a deed supplemental to the Trust Deed.

20 Agents

The initial Paying Agents and their initial specified offices are listed below. The Issuer and the Guarantor reserve the right, subject to the approval of the Trustee, at any time to vary or terminate the appointment of any Paying Agent and/or to appoint additional or other Paying Agents and/or approve any change in the specified office through which any Paying Agent acts, provided that the Issuer and the Guarantor will:

(a) at all times maintain a Principal Paying Agent;

(b) at all times maintain a Paying Agent having its specified office in a major European city, which shall be Luxembourg so long as the Securities are listed on the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange require the appointment of a Paying Agent in Luxembourg; and

(c) at all times maintain a Paying Agent in a jurisdiction within Europe, other than the jurisdiction in which the Issuer or the Guarantor is incorporated.

Notice of any such termination or appointment and of any change in the specified offices of the Paying Agents will be given to the Holders in accordance with Condition 18.

If the Principal Paying Agent is unable or unwilling to act as such or if it fails to make a determination or calculation or otherwise fails to perform its duties under these Conditions or the Paying Agency Agreement (as the case may be), the Issuer and the Guarantor shall appoint, on terms acceptable to the Trustee, an independent financial institution acceptable to the Trustee to act as such in its place.

The Issuer and the Guarantor will at all times maintain a Calculation Agent, unless the Securities have been redeemed on or prior to the First Reset Date. The Calculation Agent is initially BNP Paribas SA, Luxembourg Branch with its specified office at 60, avenue J.F. Kennedy, L-1855 Luxembourg. Notice of any termination or appointment and of any change in the specified offices of the Calculation Agent will be given to the Holders in accordance with Condition 18.

21 Governing Law and Jurisdiction

The Trust Deed, the Paying Agency Agreement, the Securities, the Coupons and the Talons, and any non-contractual obligations arising out of or in connection with the Trust Deed, the Paying Agency Agreement, the Securities, the Coupons and the Talons, are governed by, and construed in accordance with, English law, except for (i) Conditions 2 and 3 (and the corresponding provisions of the Trust Deed) which shall be governed by, and construed in accordance with, Dutch law and (ii) Conditions 4(b), 4(c) and 4(d) (and the corresponding provisions of the Trust Deed) which shall be governed by, and construed in accordance with, Swiss law.

Each of the Issuer and the Guarantor irrevocably agrees, for the benefit of the Trustee, the Holders and the Couponholders, that (subject as provided below) the English courts in London are to have jurisdiction to settle any disputes which may arise out of or in connection with the Trust Deed, the Securities, the Coupons and/or the Talons (including a dispute relating to any non-contractual obligations arising out of or in connection with the Trust Deed, the Securities, the Coupons and/or the Talons) (any such dispute, a "**Dispute**") and accordingly submits to the jurisdiction of the English courts in London.

Each of the Issuer and the Guarantor waives any objection to the English courts in London on the grounds that they are an inconvenient or inappropriate forum.

Pursuant to the Trust Deed, each of the Issuer and the Guarantor has irrevocably appointed an agent in England to receive service of process in any Dispute in England based on the Securities or the Guarantee.

22 Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of the Securities 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.

23 Definitions

In these Conditions:

"**5-year Swap Rate**" means (i) the annualised mid-swap rate with a term of five years as displayed on the Reset Screen Page as at approximately 11.00 a.m. (Central European Time) on the relevant Reset Interest Determination Date or, (ii) if the 5-year Swap Rate does not appear on such screen page at such time on the relevant Reset Interest Determination Date, the Reset Reference Bank Rate on such Reset Interest Determination Date;

The "**5-year Swap Rate Quotations**" means the arithmetic mean of the bid and offered rates for the annual fixed leg (calculated on a 30/360 day count basis) of a fixed-for-floating euro interest rate swap which:

(a) has a term of five years commencing on the relevant Reset Date;

(b) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market; and

(c) has a floating leg based on the 6-month EURIBOR rate (calculated on an Act/360 day count basis);

an "**Accounting Event** " shall be deemed to occur if an opinion of a recognised accountancy firm of international standing has been delivered to the Issuer and the Guarantor, and the Issuer and the Guarantor have confirmed in writing to the Trustee (upon which certificate the Trustee may rely without further enquiry or liability) that, as a result of a change in the accounting principles or standards (or the interpretation or application thereof) which have been officially adopted after the Issue Date (such date, the "**Accounting Event Adoption Date**") and which are applicable to the preparation, or which may be adopted by the Guarantor in the future preparation, of the Guarantor's consolidated annual or interim financial statements, the Securities may not or may no longer be recorded as "equity" in full in the Guarantor's consolidated annual or interim financial statements pursuant to the applicable accounting principles or standards, and the Issuer or the Guarantor, as applicable, cannot avoid the foregoing in connection with the Securities by taking measures reasonably available to it; and the Accounting Event shall be deemed to have occurred on the Accounting Event Adoption Date notwithstanding any later effective date;

"**Additional Amounts**" has the meaning given in Condition 13;

"**Adjustment Spread**" has the meaning given in Condition 5(j)(viii);

"**Agents**" means the Paying Agents and the Calculation Agent;

"**Alternative Rate**" has the meaning given in Condition 5(j)(viii);

"**Authorised Signatories**" has the meaning given in the Trust Deed;

"**Benchmark Amendments**" has the meaning given in Condition 5(j)(iv);

"**Benchmark Event**" has the meaning given in Condition 5(j) (viii);

"**Business Day**" means a day, other than a Saturday, Sunday or public holiday, on which commercial banks and foreign exchange markets are open for general business in London, Luxembourg and T2 is operating;

"**Calculation Agent**" has the meaning given to it in the preamble to these Conditions;

"**Calculation Amount**" has the meaning given to it in Condition 5(b);

"**Change of Control**" has the meaning given to it in the definition for "Change of Control Event";

A "**Change of Control Event**" will be deemed to occur if:

(a) a person or persons acting directly, indirectly or in concert (as defined in the Swiss Federal Act on Financial Market Infrastructures and Market Conduct in Securities and Derivatives Trading (*Bundesgesetz über die Finanzmarktinfrastrukturen und das Marktverhalten im Effekten- und Derivatehandel*)), with the exception of the *Schweizerische Eidgenossenschaft*, acquires (directly or indirectly) (a) shares in the capital of the Guarantor representing, together with the shares already held by such person or persons, more than 50 per cent. of the voting rights irrespective of whether they are exercisable at a general meeting of the Guarantor or (b) more than 50 per cent. of the issued or allotted ordinary share capital of the Guarantor (such event being a "**Change of Control**"); and

(b) on the date (the "**Relevant Announcement Date**") that is the earlier of (i) the date of the first public announcement of the relevant Change of Control; and (ii) the date of the earliest Relevant Potential Change of Control Announcement (if any) any senior unsecured obligations of the Issuer or the Guarantor, or any senior unsecured obligations guaranteed by the Issuer or the Guarantor, carry from Moody's, S&P or any of their respective successors or any other international rating agency of similar repute substituted for any of them by the Guarantor from time to time (each a "**Substitute Rating Agency**") (each, a "**rating agency**"):

(i) an investment grade credit rating (Baa3/BBB-, or equivalent, or better), and such rating from any rating agency is within the Change of Control Period either downgraded to a non-investment grade credit rating (Ba1/BB+, or equivalent, or worse) or withdrawn and is not within the Change of Control Period subsequently (in the case of a downgrade) upgraded or (in the case of a withdrawal) reinstated to an investment grade credit rating by such rating agency; or

(ii) a non-investment grade credit rating (Ba1/BB+, or equivalent, or worse), and such rating from any rating agency is within the Change of Control Period either downgraded by one or more notches (for illustration, Ba1/BB+ to Ba2/BB being one notch) or withdrawn and is not within the Change of Control Period subsequently (in the case of a downgrade) upgraded or (in the case of a withdrawal) reinstated to its earlier credit rating or better by such rating agency; or

(iii) no credit rating, and if at such time as there is no rating assigned to the Securities by a rating agency (A) the Guarantor does not, either prior to, or not later than 21 days after, the occurrence of the Change of Control seek, and thereafter throughout the Change of Control Period use all reasonable endeavours to obtain, a rating of the Securities, or any other unsecured and unsubordinated debt of the Guarantor or (B) if the Guarantor does so seek and use such endeavours, it is unable to obtain an investment grade rating (Baa3/BBB-, or equivalent or better) by the end of the Change of Control Period,

provided that if at the time of the occurrence of the Change of Control the senior unsecured obligations of, or guaranteed by, the Issuer or the Guarantor, as applicable, carry a credit rating from more than one rating agency, as applicable, at least one of which is investment grade, then sub-paragraph (i) will apply; and

(c) in making the relevant decision(s) referred to above, the relevant rating agency announces publicly or confirms (having been requested in writing by the Issuer or the Guarantor) in writing to the Issuer, the Guarantor that such decision(s) resulted, in whole or in part, from the occurrence of the Change of Control or the Relevant Potential Change of Control Announcement.

If the rating designations employed by any of Moody's or S&P are changed from those which are described in sub-paragraph (b) above, or if a rating is procured from a Substitute Rating Agency, the Issuer shall, acting reasonably, determine the rating designations of Moody's or S&P or such Substitute Rating Agency (as appropriate) as are most equivalent to the prior rating designations of Moody's or S&P and this definition and Condition 7(h) shall be read accordingly;

"**Change of Control Exercise Period**" means the period commencing on the date on which the Change of Control Event occurred and ending on the date which is the earlier of (a) 90 days after such date the Change of Control Event occurred and (b) the last day on which holders of senior indebtedness of the Issuer or the Guarantor (or senior indebtedness which has the benefit of a guarantee or support agreement from the Issuer or the Guarantor) have a right to put (a "**Put Option**") such senior indebtedness for redemption exercisable upon the occurrence of a Change of Control Event and to the extent they have exercised such Put Option within any applicable put option redemption period (howsoever described), have received the redemption proceeds;

"**Change of Control Period**" means the period commencing on the Relevant Announcement Date and ending 180 days after the Change of Control (or such longer period for which any senior unsecured obligations of the Issuer or the Guarantor, or any senior unsecured obligations guaranteed by the Issuer or the Guarantor, are under consideration (such consideration having been announced publicly within the period ending 180 days after the Change of Control) for rating review or, as the case may be, rating by a rating agency, such period not to exceed 60 days after the public announcement of such consideration);

"**Change of Control Step-up Date**" shall be the date which is 30 days after the date immediately following the expiry of the Change of Control Exercise Period;

"**Change of Control Step-up Margin**" means 5.00 per cent. per annum;

Each of the following is a "**Compulsory Payment Event**":

(i) (subject as provided below) the declaration or payment of any distribution or dividend (other than (x) a dividend or distribution, declared by the Guarantor in the form of shares in the Guarantor or (y) a dividend declared by the Issuer or the Guarantor, as the case may be, before the earliest Deferral Notice in respect of the then-outstanding Deferred Interest was given in accordance with Condition 6(a)) or any other payment made (1) by the Issuer or the Guarantor or any Subsidiary of the Issuer or the Guarantor on any Junior Obligation of the Issuer (other than any dividend, other distribution or other payment made by the Issuer or any other Subsidiary of the Guarantor exclusively to the Issuer, the Guarantor or any other Subsidiary of the Guarantor) or any Junior Obligation of the Guarantor, as applicable, or (2) by the Issuer, the Guarantor or any Subsidiary of the Issuer or the Guarantor on any Parity Obligations of the Issuer or any Parity Obligations of the Guarantor, except where (A) such distribution or dividend or other payment was required to be made in respect of any equity incentive plan of the Issuer, the Guarantor or, in respect of any Junior Obligations of the Issuer or any Junior Obligations of the Guarantor, any Subsidiary of the Issuer or the Guarantor or similar arrangements with or for the benefit of directors, officers and/or employees of the Guarantor's group; or (B) such distribution, dividend or other payment was required to be declared, paid or made under the terms of such Junior Obligations of the Issuer, Junior Obligations of the Guarantor, Parity Obligations of the Issuer or Parity Obligations of the Guarantor or by mandatory operation of law; and

(ii) the Issuer, the Guarantor or any Subsidiary of the Issuer or the Guarantor redeems, purchases, repays, cancels, reduces or otherwise acquires, any Junior Obligations of the Issuer, any Junior Obligations of the Guarantor, any Parity Obligations of the Issuer or any Parity Obligations of the Guarantor, except where (A) such redemption, purchase, repayment, cancellation, reduction or other acquisition was undertaken in connection with the satisfaction by the Issuer, the Guarantor or any Subsidiary of the Issuer or the Guarantor of its respective obligations under any share buyback programme in force and duly approved by the shareholders' general meeting of the Guarantor, or any equity incentive plan or similar arrangement for the benefit of directors, officers and/or employees of the Guarantor's group, or any associated hedging transaction or the hedging of convertible securities or other equity-linked securities, or the settlement of existing equity derivatives; (B) any reduction of the share capital of the Guarantor is made without a corresponding return of cash, capital or assets to shareholders of the Guarantor; (C) such redemption, purchase, repayment, cancellation, reduction or other acquisition is effected as a public cash tender offer or public exchange offer in respect of Parity Obligations of the Issuer or Parity Obligations of the Guarantor at a purchase price per security which is below its par value; (D) such repurchase,

purchase, redemption or acquisition was a result of the exchange or conversion of one class or series of capital stock for another class or series of capital stock; (E) such repurchase or acquisition of ordinary shares of the Guarantor is made as part of an intra-day transaction that does not result in an increase in the aggregate number of ordinary shares of the Guarantor held by or on behalf of the Guarantor as treasury shares at 8:30 a.m. Central European time on the Interest Payment Date on which any outstanding Deferred Interest was first deferred; or (F) the Issuer, the Guarantor or any Subsidiary of the Issuer or the Guarantor is obliged under the terms and conditions of such Junior Obligations of the Issuer, Junior Obligations of the Guarantor, Parity Obligations of the Issuer or Parity Obligations of the Guarantor or by mandatory operation of law to make such redemption, purchase, cancellation, reduction or other acquisition, save that a Compulsory Payment Event shall not occur pursuant to paragraph (i) above in respect of any *pro rata* payment of deferred interest on any Parity Obligations of the Issuer and/or any Parity Obligations of the Guarantor which is made simultaneously with a *pro rata* payment of any Deferred Interest provided that such *pro rata* payment on any Parity Obligations of the Issuer and/or any Parity Obligations of the Guarantor is not proportionately more than the *pro rata* settlement of any such Deferred Interest;

"**Conditions**" means these terms and conditions of the Securities, as amended from time to time;

"**Coupon**" has the meaning given in the preamble to these Conditions;

"**Couponholder**" has the meaning given in the preamble to these Conditions;

"**Deferral Notice**" has the meaning given in Condition 6(a);

"**Deferred Interest**" has the meaning given in Condition 6(a);

"**Deferred Interest Payment**" has the meaning given in Condition 6(a);

"**Deferred Interest Settlement Date**" has the meaning given in Condition 6(b);

"**equity credit**" means "equity credit" or such other nomenclature that a Rating Agency may then use to describe the degree to which an instrument exhibits the characteristics of an ordinary share;

"**EURIBOR**" means, in respect of any specified period, the interest rate benchmark known as the Euro-zone interbank offered rate;

"**Euro-zone**" means the zone comprising the Member States of the European Union which adopt or have adopted the euro as their lawful currency in accordance with the Treaty establishing the European Community, as amended;

"**euro**" or "**€**" means the lawful currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty on the Functioning of the European Union, as amended;

"**First Optional Par Redemption Date**" means 27 November 2031;

"**First Reset Date**" means 27 February 2032;

"**First Step-up Date**" means 27 February 2037;

"**Guarantee**" has the meaning given in the preamble to these Conditions;

"**Guarantor**" means Swisscom Ltd.;

"**Holder**" has the meaning given in the preamble to these Conditions;

"**Independent Adviser**" has the meaning given in Condition 5(j)(viii);

"**Initial Interest Rate**" has the meaning given in Condition 5(c);

"**Interest Amount**" has the meaning given in Condition 5(e);

"**Interest Payment**" means, in respect of the payment of interest on an Interest Payment Date, the amount of interest payable on the presentation and surrender of the Coupon for the relevant Interest Period in accordance with Condition 5;

"**Interest Payment Date**" has the meaning given in Condition 5(a);

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

"**Interest Rate**" means the Initial Interest Rate or the relevant Reset Interest Rate, as the case may be;

"**Issue Date**" has the meaning given in Condition 5(a);

"**Issuer**" means Swisscom Finance B.V.;

"**Junior Obligations of the Guarantor**" means (i) any shares in the capital of the Guarantor (including preference shares in the capital of the Guarantor (if any)); and (ii)(a) any other subordinated securities or obligations issued directly or indirectly or owed by the Guarantor which rank, or are expressed to rank, and (b) any securities or obligations of any Subsidiary of the Guarantor benefitting from a guarantee or indemnity or support arrangement given by the Guarantor, which ranks, or is expressed to rank, (I) *pari passu* with any shares in the capital of the Guarantor or (II) junior to the Guarantor's obligations in respect of the Guarantee or any Parity Obligations of the Guarantor;

"**Junior Obligations of the Issuer**" means (i) any shares in the capital of the Issuer (including preference shares in the capital of the Issuer (if any)); and (ii)(a) any other subordinated securities or obligations issued directly or indirectly or owed by the Issuer which rank, or are expressed to rank, and (b) any securities or obligations of any Subsidiary of the Issuer benefitting from a guarantee or indemnity or support arrangement given by the Issuer, which ranks, or is expressed to rank, (I) *pari passu* with any shares in the capital of the Issuer or (II) junior to the Securities or any Parity Obligations of the Issuer;

"**Make-whole Calculation Agent**" means an investment bank or financial institution of international standing or an independent financial adviser with appropriate expertise to be appointed by the Issuer or the Guarantor;

"**Make-whole Calculation Date**" means the third Business Day prior to the Make-whole Redemption Date;

"**Make-whole Margin**" means 0.200 per cent. per annum;

"**Make-whole Redemption Amount**" means, in respect of each Security, an amount in euro, determined by the Make-whole Calculation Agent, equal to the sum of:

(a) the greater of (i) 100 per cent. of the principal amount outstanding of such Security to be redeemed and (ii) the sum of the present values as at the Make-whole Redemption Date of (A) the principal amount outstanding of such Security, discounted from the last day of the Remaining Term to such Make-whole Redemption Date; and (B) the remaining scheduled payments of interest on such Security (exclusive of any Deferred Interest and any interest accruing on such Security from, and including, the last Interest Payment Date or, as the case may be, the Issue Date, immediately preceding such Make-whole Redemption Date to, but excluding, the Make-whole Redemption Date) for the Remaining Term discounted to such Make-whole Redemption Date, in all cases on the basis of the day-count fraction at a rate equal to the Make-whole Redemption Rate; and

(b) any interest accrued but not paid, and any unpaid Deferred Interest, on such Security to, but excluding, the Make-whole Redemption Date;

"**Make-whole Redemption Date**" has the meaning given in Condition 7(g);

"**Make-whole Redemption Rate**" means the sum, as calculated by the Make-whole Calculation Agent, of the Reference Bond Rate and the Make-whole Margin;

"**Margin**" means (a) 1.114 per cent. per annum from and including the First Reset Date to (but excluding) the First Step-up Date, (b) 1.364 per cent. per annum from (and including) the First Step-up Date to (but excluding) the Second Step-up Date and (c) 2.114 per cent. per annum from (and including) the Second Step-up Date;

"**Moody's**" means Moody's Investors Service Limited;

"**Official List**" means the Official List of the Luxembourg Stock Exchange;

"**Optional Par Redemption Date**" means (i) any Business Day from (and including) the First Optional Par Redemption Date to (and including) the First Reset Date and (ii) each Interest Payment Date thereafter;

"**Original Reference Rate**" has the meaning given to it in Condition 5(j)(viii);

"**Parity Obligations of the Guarantor**" means any obligations of the Guarantor, issued directly by it or indirectly through any Subsidiary of the Guarantor (other than the Securities) having the benefit of a guarantee or support agreement from the Guarantor, which in either case rank or are expressed to rank *pari passu* with the Guarantee;

"**Parity Obligations of the Issuer**" means any obligations of (i) the Issuer, issued directly or indirectly by it, which rank, or are expressed to rank, *pari passu* with the Securities or (ii) any Subsidiary of the Issuer having the benefit of a guarantee or support agreement from the Issuer which rank or are expressed to rank *pari passu* with the Securities;

"**Paying Agency Agreement**" has the meaning given to it in the preamble to these Conditions;

"**Paying Agents**" has the meaning given to it in the preamble to these Conditions;

"**Payment Day**" has the meaning given in Condition 11(c);

"**Principal Paying Agent**" has the meaning given to it in the preamble to these Conditions;

"**Qualifying Securities**" means securities that contain terms not materially less favourable to Holders than the terms of the Securities (as reasonably determined by the Issuer or the Guarantor) and provided that a certification to such effect (and confirming that the conditions set out in (a) to (h) below have been satisfied) of two Authorised Signatories of the Guarantor shall have been delivered to the Trustee prior to the exchange or variation of the Securities upon which certificate the Trustee shall rely absolutely), provided that:

(a) they shall be issued by the Issuer, the Guarantor or any wholly-owned direct or indirect finance subsidiary of the Guarantor with a guarantee of the Guarantor; and

(b) they (and/or, as appropriate, the guarantee as aforesaid) shall rank pari passu in the insolvency or on a winding-up, liquidation, composition, dissolution, bankruptcy or administration (in circumstances where the administrator has given notice of its intention to declare and distribute a dividend), as applicable, of the Issuer with the Securities and of the Guarantor with the Guarantee; and

(c) they shall contain terms which provide for the same Interest Rate from time to time applying to the Securities and preserve the same Interest Payment Dates; and

(d) they shall preserve the obligations (including the obligations arising from the exercise of any right) of the Issuer and the Guarantor as to redemption of the Securities, including (without limitation) as to timing of, and amounts payable upon, such redemption; and

(e) they shall preserve any existing rights under these Conditions to any accrued interest which has accrued to Holders and not been paid (including without limitation any Deferred Interest); and

(f) they shall not contain terms providing for loss absorption through principal write-down or conversion to ordinary shares; and

(g) they shall otherwise contain substantially identical terms (as reasonably determined by the Issuer or the Guarantor) to the Securities, save where (without prejudice to the requirement that the terms are not materially less favourable to Holders than the terms of the Securities as described above) any modifications to such terms are required to be made to avoid the occurrence or effect of a Rating Capital Event, an Accounting Event, a Tax Deductibility Event or, as the case may be, a Withholding Tax Event; and

(h) they shall be (i) listed on the Official List and admitted to trading on the Luxembourg Stock Exchange's regulated market or (ii) on any other regulated market for the purposes of Directive 2014/65/EU (MiFID II) as selected by the Issuer and/or the Guarantor;

"**Rating Agency**" means Moody's or any of its subsidiaries and their successors or S&P or any of its subsidiaries and their successors or any rating agency of equivalent international standing substituted for any of them (or any permitted substitute of them) by the Guarantor from time to time;

a "**Rating Capital Event**" shall be deemed to occur if the Issuer and/or Guarantor has received, and confirmed in writing to the Trustee that it has so received, confirmation from any Rating Agency either directly or via a publication by such Rating Agency that, due to any amendment to, clarification of, or change in the assessment criteria under its hybrid capital methodology or in the interpretation thereof, in each case occurring or becoming effective after the Issue Date, (a) all or any of the Securities will no longer be eligible (or if the Securities have been partially or fully re-financed since the Issue Date and are no longer eligible for equity credit from such Rating Agency in part or in full as a result, all or any of the Securities would no longer have been eligible as a result of such amendment to, clarification of or, change in the assessment criteria or in the interpretation thereof had they not been re-financed) for the same or a higher amount of equity credit as was attributed to the Securities as at the Issue Date (or, if equity credit was not assigned to the Securities by the relevant Rating Agency on the Issue Date, as at the date on which equity credit is assigned by such Rating Agency for the first time) or (b) the length of time the Securities are assigned a particular level of equity credit, after being assigned such equity credit for the first time, by that Rating Agency is shortened as compared to the length of time they would have been assigned that level of equity credit by that Rating Agency under its prevailing criteria on the Issue Date (or, if equity credit was not assigned to the Securities by the relevant Rating Agency on the Issue Date, as at the date on which equity credit is assigned by such Rating Agency for the first time).

"**Reference Bond**" means DBR 0 per cent. due 15 February 2032 (ISIN: DE0001102580), or if such security is no longer outstanding, a Similar Security chosen by the Make-whole Calculation Agent and notified to the Issuer and the Guarantor;

"**Reference Bond Rate**" means the mid-market annual yield to maturity of the Reference Bond as displayed on the Reference Screen Page at 11.00 a.m. (Central European Time) on the Make-whole Calculation Date (or, if the Reference Screen Page is not available at such time, the arithmetic average of the four quotations given by Reference Dealers of the mid-market annual yield to maturity of the Reference Bond on the Make-whole Calculation Date at or around 11.00 a.m. (Central European Time). The Reference Bond Rate (and the reference of the Similar Security, if applicable) will be notified to Holders by the Issuer or the Guarantor in accordance with Condition 18;

"**Reference Dealers**" means four banks selected from time to time by the Make-whole Calculation Agent, at its sole discretion, which are primary government securities dealers, and their respective successors, or market makers in pricing corporate bond issuances;

"**Reference Screen Page**" means Bloomberg screen page "HP" for the Reference Bond (using the settings "Mid YTM" and "Daily" with pricing source "Bloomberg Generic") (or any successor or replacement page, section or other part of the information service), or such other page, section or other part as may replace it on the information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying the mid-market yield to maturity for the Reference Bond;

"**Relevant Announcement Date**" has the meaning given to it in the definition for "Change of Control Event";

"**Relevant Date**" means:

(a) in respect of any payment other than a sum to be paid by or on behalf of the Issuer or the Guarantor, as the case may be, in the insolvency, winding-up, liquidation, composition, bankruptcy, dissolution, administration or other similar proceedings of or against the Issuer or the Guarantor, as the case may be, the date on which such payment first becomes due and payable but, if the full amount of the moneys payable on such date has not been received by the Principal Paying Agent or the Trustee on or prior to such date, the Relevant Date means the date on which such moneys shall have been so received and notice to that effect shall have been given to the Holders in accordance with Condition 18; and

(b) in respect of any sum (i) to be paid by or on behalf of the Issuer or the Guarantor, as the case may be, in the insolvency, winding-up, liquidation, composition, bankruptcy, dissolution or other similar proceedings of or against the Issuer or the Guarantor, as the case may be, or (ii) if following the appointment of an administrator of the Issuer or the Guarantor, as the case may be, the administrator gives notice of an intention to declare and distribute a dividend, to be paid by the administrator by way of such dividend, the date which is one day prior to the date on which an order is made or a resolution is passed for the insolvency, winding-up, liquidation, composition, bankruptcy, or dissolution or, in the case of an administration, one day prior to the date on which any dividend is distributed;

"**Relevant Nominating Body**" has the meaning given to it in Condition 5(j)(viii);

"**Relevant Potential Change of Control Announcement**" means any public announcement or statement by the Guarantor, any actual or potential bidder or any advisor thereto relating to any potential Change of Control where within 180 days following the date of such announcement or statement, a Change of Control occurs;

"**Remaining Term**" means the period from (and including) the Make-whole Redemption Date to (but excluding) (a) if the Make-whole Redemption Date occurs before the First Optional Par Redemption Date, the First Optional Par Redemption Date or (b) if the Make-whole Redemption Date occurs after the First Reset Date, the next succeeding Optional Par Redemption Date;

"**Reset Date**" means the First Reset Date and each fifth anniversary thereof;

"**Reset Interest Determination Date**" means the day falling two Business Days prior to the relevant Reset Date;

"**Reset Interest Rate**" has the meaning given in Condition 5(d);

"**Reset Period**" means each period beginning on (and including) a Reset Date and ending on (but excluding) the next succeeding Reset Date thereafter and "**relevant Reset Period**" shall be construed accordingly;

"**Reset Reference Bank Rate**" means the percentage rate determined on the basis of the 5-year Swap Rate Quotations provided by the Reset Reference Banks to the Issuer and subsequently communicated by the Issuer to the Calculation Agent at approximately 11.00 a.m. (Central European Time) on the relevant Reset Interest Determination Date. If at least three quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean of the quotations provided, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If only two quotations are provided, the applicable Reset Reference Bank Rate will be the arithmetic mean of the quotations. If only one quotation is provided, the applicable Reset Reference Bank Rate will be the quotation provided. If no quotations are provided, the applicable Reset Reference Bank Rate shall be equal to the last annualised mid-swap rate with a term of five years displayed on the Reset Screen Page as determined by the Calculation Agent;

"**Reset Reference Banks**" means five leading swap dealers in the interbank market selected by the Issuer or Guarantor, as the case may be;

"**Reset Screen Page**" means Bloomberg screen page "EUAMDB05 Index" or such other page as may replace it on that information service, or on such other equivalent information service as determined by the Issuer, for the purpose of displaying the annual swap rates for euro swap transactions with a five-year maturity;

"**S&P**" means S&P Global Ratings UK Limited;

"**Second Step-up Date**" means 27 February 2052;

"**Securities**" has the meaning given in the preamble to these Conditions and "**Security**" shall be construed accordingly;

"**Senior Obligations of the Guarantor**" means all obligations of the Guarantor issued directly or indirectly by it other than Parity Obligations of the Guarantor and Junior Obligations of the Guarantor;

"**Senior Obligations of the Issuer**" means all obligations of the Issuer, issued directly or indirectly by it, other than Parity Obligations of the Issuer and Junior Obligations of the Issuer;

"**Similar Security**" means a German *Bundesobligationen* having an actual or interpolated maturity comparable with the Remaining Term that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities denominated in euro with a comparable maturity to the Remaining Term;

"**Solvent Reorganisation**" means, with respect to the Issuer or the Guarantor, as applicable, the solvent merger, demerger, conversion, winding-up, deregistration, dissolution, scheme of arrangement or other reorganisation of the Issuer or the Guarantor, as the case may be, solely for the purposes of a consolidation, amalgamation, merger, demerger, conversion or reconstruction, the terms of which have been approved by the holder(s) of the ordinary shares of the Issuer or the Guarantor, as applicable, or by a court of competent jurisdiction under which the continuing or resulting corporation effectively assumes all of the obligations of the Issuer under the Securities or the Guarantor under the Guarantee, as applicable and in either case do not provide that the Securities shall thereby become redeemable or repayable in accordance with these Conditions;

"**Swiss Federal Act on Financial Market Infrastructures**" means the Swiss Federal Act on Financial Market Infrastructures and Market Conduct in Securities and Derivatives Trading (*Bundesgesetz über die Finanzmarktinfrastrukturen und das Marktverhalten im Effekten- und Derivatehandel*) of 19 June 2015, as amended from time to time;

"**Special Event**" means any of a Rating Capital Event, an Accounting Event, a Substantial Repurchase Event, a Tax Deductibility Event, a Withholding Tax Event, a Change of Control Event or any combination of the foregoing;

"**Subsidiary**" and "**Subsidiaries**" shall have the respective meanings given in the Trust Deed;

"**Substantial Repurchase Event**" shall be deemed to occur if prior to the giving of the relevant notice of redemption the Issuer, the Guarantor or any of their respective Subsidiaries repurchases (and effects corresponding cancellations) or redeems Securities in respect of 75 per cent. or more in the principal amount of the Securities initially issued (which shall for this purpose include any further securities issued pursuant to Condition 19);

"**Successor Rate**" has the meaning given to it in Condition 5(j)(viii);

"**T2**" means the real-time gross settlement system operated by the Eurosystem, or any successor to or replacement for that system;

"**Talons**" has the meaning given in the preamble to these Conditions;

"**Taxes**" has the meaning given in Condition 13;

a "**Tax Deductibility Event**" shall be deemed to have occurred if as a result of a Tax Law Change, in respect of the Issuer's obligation (or in the case of a substitution pursuant to Condition 15, the successor in business' obligation) to make any payment of interest under the Securities or the Guarantor's obligation to make any payment of interest under the Guarantee, in each case on the next following Interest Payment Date, the Issuer (or in the case of a substitution pursuant to Condition 15, the successor in business) or the Guarantor, as applicable, would no longer be entitled to claim a deduction in respect of interest paid when computing its tax liabilities in the applicable Tax Jurisdiction or such entitlement is materially reduced, and, in each case, the Issuer or the Guarantor, as applicable, cannot avoid the foregoing in connection with the Securities by taking measures reasonably available to it;

"**Tax Jurisdiction**" means any jurisdiction under the laws of which the Issuer or the Guarantor, or any successor to the Issuer or the Guarantor, is organised or in which it is resident for tax purposes, or any political subdivision or any authority thereof or therein having power to tax;

"**Tax Law Change**" means a change in or proposed change in, or amendment or proposed amendment to, the laws or regulations of the relevant Tax Jurisdiction, including any treaty or convention to which such Tax Jurisdiction is a party, or any change in the application or interpretation of such laws or regulations or any such treaty or convention, including a decision of any court or tribunal, or any interpretation or pronouncement by any relevant tax authority that provides for a position with respect to such laws or regulations or interpretation thereof that differs from the previously generally accepted position in relation to similar transactions, which change or amendment becomes, or would become, effective on or after the Issue Date;

"**Trust Deed**" has the meaning given in the preamble to these Conditions;

"**Trustee**" has the meaning given in the preamble to these Conditions;

a "**Withholding Tax Event**" shall be deemed to occur if as a result of a Tax Law Change, in making any payments on the Securities or the Guarantee, the Issuer (or in the case of a substitution pursuant to Condition 15, the successor in business) or the Guarantor, as the case may be, has paid or will or would on the next Interest Payment Date be required to pay Additional Amounts on the Securities and the Issuer or the Guarantor, as the case may be, cannot avoid the foregoing in connection with the Securities or the Guarantee, as the case may be, by taking reasonable measures available to it.

The following paragraph does not form part of the terms and conditions of the Securities.

The Guarantor intends (without thereby assuming a legal obligation), that it or the Issuer will (but neither it nor the Issuer is obliged to) redeem or repurchase the Securities only to the extent that the Securities are replaced with instrument(s) which provide at least an equivalent quantum of "equity credit" (or such other nomenclature used from time to time), unless:

(i) *the Securities are redeemed pursuant to a Rating Capital Event, a Tax Deductibility Event, a Withholding Tax Event, an Accounting Event, a Substantial Repurchase Event or a Change of Control Event having occurred; or*

(ii) *the long-term corporate credit rating (or such similar nomenclature then used by S&P) assigned by S&P to the Guarantor is at least the same as or higher than the long-term corporate credit rating assigned to the Guarantor on the date of the last additional hybrid issuance (excluding refinancings without net new issuance) of the hybrid securities which were assigned a similar "equity credit" by S&P (or such similar nomenclature then used by S&P) and the Issuer is of the view that such a rating would not fall below this level as a result of such redemption or repurchase; or*

(iii) *in the case of a repurchase or redemption, taken together with relevant repurchases or redemptions of hybrid securities of the Issuer, such repurchase or redemption is less than 10 per cent. of the aggregate principal amount of the Issuer's hybrid securities in any period of 12 consecutive months and, in any case, less than 25 per cent. of the aggregate principal amount of the Issuer's hybrid securities in any period of 10 consecutive years; or*

(iv) *the Securities are not assigned an "equity credit" by S&P (or such similar nomenclature then used by S&P) at the time of such redemption or repurchase; or*

(v) *in the case of a repurchase, such repurchase relates to an aggregate principal amount of Securities which is less than or equal to the excess (if any) above the maximum aggregate principal amount of the Issuer's hybrid capital to which S&P then assigns equity content under its prevailing methodology; or*

(vi) *such redemption or repurchase occurs on or after the Second Step-up Date; or*

(vii) *such redemption or repurchase is made in any other circumstance where redemption or repurchase without replacement is consistent with rating agencies' assessment criteria.*

OVERVIEW OF PROVISIONS RELATING TO THE SECURITIES WHILE IN GLOBAL FORM

Initial Issue of Securities

Upon the initial deposit of a Temporary Global Security with a common depositary for Euroclear and Clearstream, Luxembourg, Euroclear or Clearstream, Luxembourg, as the case may be, will credit each subscriber with a principal amount of the Securities equal to the principal amount of the Securities for which it has subscribed and paid.

The records of such clearing system shall be conclusive evidence of the principal amount of the Securities represented by the Temporary Global Security and a statement issued by such clearing system at any time shall be conclusive evidence of the records of the relevant clearing system at that time.

Relationship of Accountholders with Clearing Systems

Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a Security represented by a Global Security must look solely to Euroclear or Clearstream, Luxembourg (as the case may be) for its share of each payment made by the Issuer or the Guarantor to the bearer of such Global Security, subject to and in accordance with the respective rules and procedures of Euroclear or Clearstream, Luxembourg. Such persons shall have no claim directly against the Issuer or the Guarantor in respect of payments due on the Securities for so long as the Securities are represented by such Global Security and such obligations of the Issuer and the Guarantor will be discharged by payment to the bearer of such Global Security in respect of each amount so paid.

The Trustee may call for any certificate or other document to be issued by Euroclear or Clearstream, Luxembourg as to the principal amount of Securities represented by a Global Security standing to the account of any person. Any such certificate or other document shall, in the absence of manifest error, be conclusive and binding for all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's EasyWay system or Clearstream, Luxembourg's Xact Web Portal system) in accordance with its usual procedures and in which the holder of a particular principal amount of Securities is clearly identified together with the amount of such holding. The Trustee shall not be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by Euroclear or Clearstream, Luxembourg and subsequently found to be forged or not authentic.

Because the Global Securities will be held by or on behalf of Euroclear and Clearstream, Luxembourg, investors will have to rely on their procedures for transfer, payment and communication with the Issuer.

The Global Securities will be deposited with a common depositary for Euroclear and Clearstream, Luxembourg. Except in the circumstances described in the Permanent Global Security, investors will not be entitled to receive Definitive Securities (as defined below). Euroclear and Clearstream, Luxembourg will maintain records of the interests in the Global Securities. While the Securities are represented by one or more Global Securities, investors will be able to trade their interests only through Euroclear or Clearstream, Luxembourg.

While Securities are represented by one or more Global Securities, each of the Issuer and the Guarantor will discharge its payment obligations under such Securities by making payments to the common depositary for Euroclear and Clearstream, Luxembourg for distribution to their account holders. A Holder of an interest in a Global Security must rely on the procedures of Euroclear and Clearstream, Luxembourg to receive payments under the Securities. Neither the Issuer nor the Guarantor has any responsibility or liability for the records relating to, or payments made in respect of, interests in the Global Securities.

Holders of interests in the Global Securities will not have a direct right to vote in respect of the Securities. Instead, such Holders will be permitted to act only to the extent that they are enabled by Euroclear or Clearstream, Luxembourg.

Temporary Global Securities

The Temporary Global Security will be exchangeable, free of charge to the Holder, on or after its Exchange Date, in whole or in part upon certification as to non-U.S. beneficial ownership for interests in a Permanent Global Security. "**Exchange Date**" means the day falling after the expiry of 40 days after its issue date which is expected to be 6 October 2026.

Permanent Global Securities

The Permanent Global Security will be exchangeable (free of charge), in whole but not in part, for Definitive Securities with, where applicable, interest coupons and talons attached only upon the occurrence of a Bearer Exchange Event. For these purposes, "**Bearer Exchange Event**" means that the Issuer has been notified that both Euroclear and Clearstream, Luxembourg, 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. The Issuer, or as appropriate, the Guarantor, will promptly give notice to Holders in accordance with Condition 18 if a Bearer Exchange Event occurs. In the event of the occurrence of a Bearer Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Global Security) may give notice to the Principal Paying Agent requesting exchange and, in the event of the occurrence of a Bearer Exchange Event, the Issuer may also give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent.

Delivery of Securities

On or after any due date for exchange, the Holder of a Global Security may surrender such Global Security or, in the case of a partial exchange, present it for endorsement to or to the order of the Principal Paying Agent. In exchange for any Global Security, or the part of that Global Security to be exchanged, the Issuer will (a) in the case of a Temporary Global Security exchangeable for a Permanent Global Security, deliver, or procure the delivery of, the Permanent Global Security in an aggregate principal amount equal to that of the whole or that part of the Temporary Global Security that is being exchanged or, in the case of a subsequent exchange, endorse, or procure the endorsement of, the Permanent Global Security to reflect such exchange or (b) in the case of a Permanent Global Security exchangeable for Definitive Securities, deliver, or procure the delivery of, an equal aggregate principal amount of duly executed and authenticated Definitive Securities. In this Prospectus, "**Definitive Securities**" means, in relation to the Permanent Global Security, the Definitive Securities for which such Permanent Global Security may be exchanged (if appropriate, having attached to them all Coupons that have not already been paid on the Permanent Global Security and a Talon). Definitive Securities will be security printed in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the Schedules to the Trust Deed. On exchange in full of the Permanent Global Security, the Issuer will, if the Holder so requests, procure that it is cancelled and returned to the Holder together with the Definitive Securities.

Amendment to Conditions

The Temporary Global Security and the Permanent Global Security contain provisions that apply to the Securities which they represent, some of which modify the effect of the terms and conditions of the Securities set out in this Prospectus. The following is an overview of certain of those provisions:

1. **Payments**

   No payment falling due after the Exchange Date will be made on the Temporary Global Security unless exchange for an interest in the Permanent Global Security is improperly withheld or refused. Payments on the Temporary Global Security will only be made against presentation of certification as to non-U.S. beneficial ownership. All payments in respect of Securities represented by a Global Security will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Securities, surrender of such Global Security to or to the order of the Principal Paying Agent or such other Paying Agent as shall have been notified to the Holders for such purpose. A record of each payment so made will be endorsed on each Global Security, which endorsement will be prima facie evidence that such payment has been made in respect of the Securities. Each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries in the records of the relevant clearing system shall not affect such discharge.

For the purpose of any payments made in respect of a Global Security, the relevant place of presentation shall be disregarded for the Securities in Condition 11(c).

2. **Calculation of Interest**

The calculation of any interest amount in respect of any Securities which are represented by a Global Security will be calculated on the aggregate outstanding principal amount of the Securities represented by such Global Security and not by reference to the Calculation Amount and in accordance with Condition 5(b).

3. **Prescription**

Claims against the Issuer and/or the Guarantor in respect of Securities which are represented by the Permanent Global Security will become void unless it is presented for payment within a period of 10 years (in the case of principal and premium) and five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 23).

4. **Cancellation**

Cancellation of any Security represented by the Permanent Global Security which is required by the Conditions to be cancelled (other than upon its redemption) will be effected by reduction in the principal amount of the Permanent Global Security.

5. **Purchase**

Securities represented by the Permanent Global Security may only be purchased by the Issuer, the Guarantor or any of their respective Subsidiaries if they are purchased together with the right to receive all future payments of interest on those Securities.

6. **Issuer's Option**

Any option of the Issuer provided for in the Conditions while Securities are represented by the Permanent Global Security shall be exercised by the Issuer giving notice to the Holders within the time limits set out in and containing the information required by the Conditions.

7. **Trustee's Powers**

In considering the interests of Holders while any Global Security is held on behalf of a clearing system, the Trustee may have regard to any information provided to it by such clearing system or its operator as to the identity (either individually or by category) of its accountholders with entitlements to such Global Security and may consider such interests as if such accountholders were the Holders of the Securities represented by such Global Security.

8. **Notices**

So long as any Securities are represented by a Global Security and such Global Security is held on behalf of a clearing system, notices to the Holders may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication in a leading English language daily newspaper of general circulation in London as required by the Conditions or by delivery of the relevant notice to the Holder of a Global Security. Any such notice shall be deemed to have been given to the Holders on the day on which such notice is delivered to the relevant clearing system or to the Holder of such Global Security.

9. **Electronic Consent and Written Resolution**

While any Global Security is held on behalf of Euroclear and/or Clearstream, Luxembourg, then:

(a) any resolution proposed by the Issuer, the Guarantor or the Trustee (as the case may be) which is consented to by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) by or on behalf of the Holders of not less than 75 per cent. in aggregate principal amount of the Securities for the time being outstanding shall, for all purposes, be as valid and effective as an Extraordinary Resolution passed at a meeting of Holders duly convened and held, and shall be binding on all Holders and Couponholders, whether or not they participated in such consent, even if the relevant consent or instruction proves to be defective; and

(b) where such electronic consents are not being sought, for the purpose of determining whether a resolution in writing signed by or on behalf of the Holders of not less than 75 per cent. in aggregate principal amount of the Securities for the time being outstanding has been validly passed under the Trust Deed, the Issuer, the Guarantor and the Trustee shall be entitled to rely upon consent or instructions given in writing directly to the Issuer, the Guarantor and/or the Trustee (as the case may be) by (i) accountholders in the relevant clearing system with entitlements to such Global Security and/or, (ii) where such accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by the person identified by that accountholder as the person for whom such entitlement is held. Any resolution passed in such manner shall be binding on all Holders and Couponholders, even if the relevant consent or instruction proves to be defective. Any such resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Holders or accountholders. For the purpose of establishing the entitlement to give any such consent or instruction, the Issuer, the Guarantor and the Trustee shall be entitled to rely on any certificate or other document issued by Euroclear or Clearstream, Luxembourg and, if applicable, the accountholder of the relevant clearing system through which the beneficial interest in the Securities is held. Any such certificate or other document shall be conclusive and binding for all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's EasyWay system or Clearstream, Luxembourg's Xact Web Portal system) in accordance with its usual procedures and in which the accountholder of a particular principal amount of the Securities is clearly identified together with the amount of such holding. None of the Issuer, the Guarantor or the Trustee shall be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person or the relevant accountholder and subsequently found to be forged or not authentic.

TAXATION

The following is a general description of the Issuer's and the Guarantor's understanding of certain Dutch and Swiss tax considerations relating to the Securities and the Guarantee. It is restricted to the matters of Dutch and Swiss taxation stated herein and is intended neither as tax advice nor as a complete analysis of all tax considerations relating to the Securities, whether in those countries or elsewhere. Prospective purchasers of the Securities should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of the Securities and receiving (or not receiving, as the case may be) payments of interest, principal and/or other amounts under the Securities and the consequences of such actions under the tax laws of those countries. This overview is based upon the law as in effect on the date of this Prospectus and is subject to any change in law, or change in interpretation of applicable law or change of tax authority practice, that may take effect after such date, even with retroactive effect.

DUTCH TAXATION

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

References in this overview to "the Netherlands" or "Dutch" refer only to the European part of the Kingdom of the Netherlands.

The following Dutch tax treatment will apply to the Securities provided that in each and every respect the terms and conditions of each of the relevant documents, the performance by the parties thereto of their respective obligations and the exercise of their rights thereunder and the transactions contemplated therein, including without limitation all payments made thereunder, are at arm's length.

This overview also does not describe any Dutch tax considerations or consequences arising from the Dutch Minimum Tax Act 2024 (Wet minimumbelasting 2024; the Dutch implementation of Council Directive (EU) 2022/2523 of 14 December 2022 on ensuring a global minimum level of taxation for multinational enterprise groups and large-scale domestic groups in the Union).

Withholding tax

All payments of principal and interest by the Issuer under the Securities can be made without withholding or deduction of any taxes of whatever nature imposed, levied, withheld or assessed by The Netherlands or any political subdivision or taxing authority thereof or therein, except in very specific cases as described below.

Dutch withholding tax may apply on certain (deemed) payments of interest made 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), or (vi) is a reverse hybrid whereby the jurisdiction of residence of a higher-tier beneficial owner (*achterliggende gerechtigde*) that has a qualifying interest (*kwalificerend belang*) in the reverse hybrid treats the reverse hybrid as tax transparent and that higher-tier beneficial owner would have been taxable based on one (or more) of the items in (i)-(v) above had the interest been due to him directly, 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 Security to an entity affiliated to the Issuer that meets one of the conditions as stated under (i) – (vi) above, payments of interest made by the Issuer under a Security shall not become subject to withholding tax on the basis of the Withholding Tax Act 2021.

Taxes on income and capital gains

Please note that the overview in this section does not describe the Dutch tax consequences for:

(i) holders of Securities if such holders, and in the case of individuals, his/her partner or certain of their relatives by blood or marriage in the direct line (including foster children), have a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in the Issuer under the Dutch Income Tax Act 2001 (*Wet inkomstenbelasting 2001*). Generally speaking, a holder of securities in a company is considered to hold a substantial interest in such company, if such holder alone or, in the case of individuals, together with his/her partner (as defined in the Dutch Income Tax Act 2001), directly or indirectly, holds (i) an interest of 5 per cent. or more of the total issued and outstanding capital of that company or of 5 per cent. or more of the issued and outstanding capital of a certain class of shares of that company; or (ii) holds rights to acquire, directly or indirectly, such interest; or (iii) holds certain profit sharing rights in that company that relate to 5 per cent. or more of the company's annual profits and/or to 5 per cent. or more of the company's liquidation proceeds. A deemed substantial interest may arise if a substantial interest (or part thereof) in a company has been disposed of, or is deemed to have been disposed of, on a non-recognition basis;

(ii) pension funds, investment institutions (*fiscale beleggingsinstellingen*), exempt investment institutions (*vrijgestelde beleggingsinstellingen*) (as defined in the Dutch Corporate Income Tax Act 1969; *Wet op de vennootschapsbelasting 1969*) and other entities that are, in whole or in part, not subject to or exempt from Dutch corporate income tax;

(iii) holders of Securities who are individuals and for whom the Securities, or any benefit derived from the Securities, are a remuneration or deemed to be a remuneration for activities performed by such holders or certain individuals related to such holders (as defined in the Dutch Income Tax Act 2001); and

(iv) persons to whom the Securities and the income from the Securities are attributed based on the separated private assets (*afgezonderd particulier vermogen*) provisions of the Dutch Income Tax Act 2001.

Residents of The Netherlands – Dutch Resident Entities

Generally speaking, if the holder of the Securities is an entity that is a resident or deemed to be resident of The Netherlands for Dutch corporate income tax purposes ("**Dutch Resident Entity**"), any payment under the Securities or any gain or loss realised on the disposal or deemed disposal of the Securities is subject to Dutch corporate income tax at a rate of 19 per cent. with respect to taxable profits up to EUR 200,000 and 25.8 per cent. with respect to profits in excess of that amount (rates and brackets for 2026).

Residents of The Netherlands – Dutch Resident Individuals

If a holder of the Securities is an individual, resident or deemed to be resident of The Netherlands for Dutch income tax purposes ("**Dutch Resident Individual**"), any payment under the Securities or any gain or loss realised on the disposal or deemed disposal of the Securities is taxable at the progressive income tax rates (with a maximum of 49.5 per cent. in 2026), if:

(i) the Securities are attributable to an enterprise from which the holder of the Securities derives a share of the profit, whether as an entrepreneur (*ondernemer*) or as a person who has a co-entitlement to the net worth (*medegerechtigd tot het vermogen*) of such enterprise without being a shareholder (as defined in the Dutch Income Tax Act 2001); or

(ii) the holder of the Securities is considered to perform activities with respect to the Securities that are taxable as benefits from miscellaneous activities in The Netherlands (*resultaat uit overige werkzaamheden in*

Nederland) as defined in the Dutch Income Tax Act 2001, which include, but are not limited to, activities in respect of the Securities which are beyond the scope of "regular active asset management" (*normaal actief vermogensbeheer*) or benefits which are derived from the holding, whether directly or indirectly, of (a combination of) shares, debt claims or other rights which form a "lucrative interest" (*lucratief belang*). A lucrative interest is an interest which the holder thereof has acquired under such circumstances that benefits arising from this lucrative interest are intended to be a remuneration for work or services performed by such holder (or a person related to such holder) in The Netherlands, whether within or outside an employment relationship, where such lucrative interest provides the holder thereof, economically, with certain benefits that have a relationship to the relevant work or services.

If the above-mentioned conditions (i) and (ii) do not apply to the Dutch Resident Individual, the Securities held by such Dutch Resident Individual will be taxed under the regime for savings and investments (*inkomen uit sparen en beleggen*) on the basis of a deemed return, unless the amount of the actual income and (un)realised capital gains derived from the Securities is lower than the deemed return. The deemed or actual return on savings and investments is taxed at a rate of 36 per cent. (2026 rate). For the fiscal year 2026, the deemed return for the category investments (including the Securities) is set at 6 per cent. If a Dutch Resident Individual demonstrates that the actual return on savings and investments is lower than the deemed return, only the actual return will be taxed pursuant to the Dutch Counterevidence Act (*Wet tegenbewijsregeling box 3*). The Dutch government has also published a law proposal (expected to enter into force on 1 January 2028) to replace the deemed return system with a system based on actual returns. This law proposal remains subject to parliamentary debate and potential changes.

Non-residents of The Netherlands

A holder of the Securities will not be subject to Dutch taxes on income or capital gains in respect of any payment under the Securities or in respect of any gain or loss realised on the disposal or deemed disposal of the Securities, provided that:

(i) such holder is neither a Dutch Resident Entity nor a Dutch Resident Individual;

(ii) such holder does not have an interest in an enterprise or deemed enterprise (as defined in the Dutch Income Tax Act 2001 and the Dutch Corporate Income Tax Act 1969) which, in whole or in part, is either effectively managed in The Netherlands or carried on through a permanent establishment, a deemed permanent establishment or a permanent representative in The Netherlands and to which enterprise or part of an enterprise the Securities are attributable; and

in the event the holder is an individual, such holder does not carry out any activities in The Netherlands with respect to the Securities that go beyond regular active asset management activities and does not derive benefits from the Securities that are taxable as benefits from miscellaneous activities in The Netherlands.

Gift and inheritance taxes

No gift or inheritance taxes will arise in The Netherlands with respect to the acquisition of Securities by way of gift by, or on the death of, a Holder, unless:

(i) the Holder is a resident or deemed to be resident of The Netherlands for the purpose of the relevant Dutch tax law provisions; or

(ii) in the case of a gift of Securities by an individual who at the date of the gift was neither resident nor deemed to be resident in The Netherlands, such individual dies within 180 days after the date of the gift, while being resident or deemed to be resident of The Netherlands.

For purposes of the above, a gift of Securities made under a condition precedent (*opschortende voorwaarde*) is deemed to be made at the time the condition precedent is fulfilled.

For the purpose of Dutch gift and inheritance tax, an individual who has Dutch nationality will be deemed to be a resident of The Netherlands at the date of the gift or the date of his death, if he has been a resident of The Netherlands at any time during the ten years preceding the date of the gift or the date of his death.

For the purposes of Dutch gift tax, an individual who does not have Dutch nationality will be deemed to be a resident of The Netherlands at the date of the gift, if he has been a resident of The Netherlands at any time during the twelve months preceding the date of the gift.

Value Added Tax

No Value Added Tax (*omzetbelasting*) will arise in The Netherlands in respect of any payment in consideration for the issue of the Securities or with respect to any payment of principal or interest by the Issuer under the Securities.

Other taxes and duties

No registration tax, customs duty, transfer tax or stamp duty or any other similar documentary, tax or duty will be due in The Netherlands by a Holder in respect of or in connection with the subscription, issue, placement, allotment or delivery of the Securities.

Residence

A holder of the Securities will not be and will not be deemed to be resident in the Netherland for Dutch tax purposes by reason only of acquiring, holding or disposing the Securities, or the execution, performance, delivery and/or enforcement of the Securities.

International Exchange of Information in Tax Matters

The Netherlands falls under the scope of the EU rules regarding the international automatic exchange of information ("**AEOI**") in tax matters, which applies to all EU member states. In addition, The Netherlands has concluded a number of bilateral AEOI agreements with other countries and also has domestic laws concerning the exchange of information. Based on the aforementioned rules, treaties and laws, The Netherlands collects and exchanges data in respect of financial assets, including the Securities, and exchanges this information with other nations.

SWISS TAXATION

Swiss Withholding Tax

Payments by the Issuer of interest on, and repayment of principal of, the Securities, or any payments by the Guarantor under the Guarantee, will not be subject to Swiss withholding tax *(Verrechnungssteuer)*, provided that, for as long as any Security is outstanding, (i) the Issuer maintains its statutory seat and place of effective management outside Switzerland and no issuance of any Securities is attributable to a permanent establishment of the Issuer in Switzerland (so that the Issuer does not become a resident in Switzerland for Swiss withholding tax purposes), and (ii) the aggregate amount of the proceeds from the issuance of all outstanding relevant debt instruments issued by a non-Swiss member of the Group with relevant guarantee granted by a Swiss member of the Group (including the Securities) that is applied (within the meaning of Swiss tax practice) in Switzerland does not exceed the amount permissible under the tax laws in in force in Switzerland at the relevant time without subjecting interest payments due under the Securities (or any payments under the Guarantee) to Swiss withholding tax. (See also above under *"Risk Factors – Risks Related to Taxation - Interest on the Securities and payments under the Guarantee may become subject to Swiss withholding tax"*.)

Swiss Securities Turnover Tax

The issuance and initial offering of the Securities on the issue date are exempt from Swiss securities turnover tax (*Umsatzabgabe*) (primary market). Secondary market dealings in Securities may be subject to the Swiss securities turnover tax at a rate of up to 0.30 per cent. of the purchase price of the Securities, however, only if a securities dealer in Switzerland or Liechtenstein, as defined in the Swiss Federal Act on Stamp Duties (*Bundesgesetz über die Stempelabgaben*), is a party or an intermediary to the transaction and no exemption applies. An exemption applies, *inter alia*, for each party to a transaction in Securities that is not resident in Switzerland or Liechtenstein.

Swiss Income Taxation of Non-Swiss tax resident Investors

Payments of interest on, and repayment of principal of, the Securities, by the Issuer to, and payments under the Guarantee by the Guarantor, and gain realised on the sale or redemption of a Security by a holder of a Security who is not a resident of Switzerland and who during the relevant taxation year has not engaged in a trade or business through a permanent establishment in Switzerland to which such Security is attributable and who is not otherwise subject to income taxation in Switzerland for any other reason, will, in respect of such Security, not be subject to any Swiss federal, cantonal or communal income tax.

For a discussion of the Swiss income taxation of non-Swiss tax resident investors holding Securities as part of a permanent establishment in Switzerland, see below under "*Swiss Income Taxation of Securities held by Individuals or Entities as Business Assets*", for a discussion of the Swiss withholding tax legislation, see above under "*Swiss Withholding Tax*", for a discussion of the automatic exchange of information in tax matters, see below under "*International Automatic Exchange of Information in Tax Matters*", and for a discussion of the Foreign Account Tax Compliance Act, see below under "*FATCA*".

Swiss Income Taxation of Securities held by Swiss tax resident Individuals as Private Assets

A Holder who is an individual tax resident in Switzerland and who holds such Securities as a private asset is required to include interest payments and any payment upon redemption relating to accrued interest on such Securities, or any interest income from such Securities otherwise considered realised for Swiss income tax purposes, in their personal income tax return for the relevant tax period, converted from Euro into Swiss francs at the exchange rate prevailing at the relevant time, and will be taxable on any net taxable income (including the interest income from such Securities) for such tax period. A gain (including a gain in respect of interest accrued, foreign currency exchange rate appreciation or change in market interest rate) on the sale of such Securities may be a tax-free private capital gain, depending on the income tax characterisation of the Securities. Conversely, a loss realised on the sale of Securities may be a non-tax-deductible private capital loss.

Swiss Income Taxation of Securities held by Individuals or Entities as Business Assets

Swiss resident individuals who hold Securities as part of a business in Switzerland, Swiss resident corporate taxpayers holding Securities, and non-Swiss tax resident individuals and corporate taxpayers holding Securities as part of a permanent establishment in Switzerland are required to recognise the payments of interest and any capital gain or loss realised on the sale or other disposition of such Securities (including relating to accrued interest, a foreign exchange rate change or a change of market interest rates), or otherwise considered realised for Swiss income tax purposes, in their income statement for the respective tax period and will be taxable on any net taxable earnings for such period. A similar taxation treatment also applies to Swiss resident individuals who, for income tax purposes, are classified as "*Professional Securities Dealers*" for reasons of, *inter alia*, frequent dealings, or leveraged investments, in securities.

International Automatic Exchange of Information in Tax Matters

Switzerland has concluded a multilateral agreement with the EU on the AEOI in tax matters, which applies to all EU member states. In addition, Switzerland has concluded the multilateral competent authority agreement on the automatic exchange of financial account information ("**MCAA**"), and based on the MCAA, a number of bilateral AEOI agreements with other countries. Based on such agreements and the implementing laws of Switzerland, Switzerland collects and exchanges data in respect of financial assets, including the Securities, as the case may be, held in, and income derived thereon and credited to, accounts or deposits with a paying agent in Switzerland for the benefit of individuals resident in an EU member state or in another treaty state. A list of AEOI agreements to which

Switzerland is a party that are in effect, or signed but not yet in effect, can be found on the website of the State Secretariat for International Finance (SIF).

FATCA

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "foreign financial institution" (including an intermediary through which the Securities are held) may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting, or related requirements. The Issuer and the Guarantor may be foreign financial institutions for these purposes. A number of jurisdictions (including The Netherlands and Switzerland) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Securities, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Securities, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Securities, such withholding would not apply prior to the date that is two years after the publication of the final regulations defining "foreign passthru payment". Grandfathering relief from FATCA withholding is generally available only for obligations that are not treated as equity for U.S. federal income tax purposes and that have a fixed term; because the Securities are perpetual and could be treated as equity for U.S. federal income tax purposes, it is not expected that the Securities would benefit from any such grandfathering. Holders should consult their own tax advisers regarding how these rules may apply to their investment in the Securities. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Securities and Coupons, no person will be required to pay additional amounts as a result of the withholding.

GENERAL

Prospective purchasers of the Securities should be aware that they may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Securities are transferred or other jurisdictions. In addition, payments of interest on the Securities (if any), or profits realised by a Holder upon the sale or repayment of its Securities, may be subject to taxation in the home jurisdiction of the potential investor or in other jurisdictions in which it is required to pay taxes.

SUBSCRIPTION AND SALE

Securities may be issued from time to time by the Issuer to any one or more of the Joint Lead Managers specified under "*Overview of the Securities*" (each, a "**Joint Lead Manager**" and together, the "**Joint Lead Managers**"). The arrangements under which Securities may from time to time be agreed to be issued by the Issuer to, and subscribed by, Joint Lead Managers are set out in a subscription agreement dated on or around 25 August 2026 (as modified and/or supplemented and/or restated from time to time, the "**Subscription Agreement**") and made among the Issuer, the Guarantor and the Joint Lead Managers. Any such agreement will, *inter alia*, make provision for the form and terms and conditions of the relevant Securities, the price at which such Securities will be subscribed by the Joint Lead Managers and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such subscription.

The Joint Lead Managers are entitled in certain circumstances to be released and discharged from their obligations under the Subscription Agreement prior to the closing of the issue of the Securities, including in the event that certain conditions precedent are not delivered or met to their satisfaction on the Issue Date. In this situation, the issuance of the Securities may not be completed. Investors will have no rights against the Issuer, the Guarantor or any Joint Lead Managers in respect of any expense incurred or loss suffered in these circumstances.

United States

The Securities and the Guarantee have not been and will not be registered under the Securities Act, 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. Terms used in this paragraph have the meanings given to them by Regulation S.

The Securities are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the United States Internal Revenue Code and regulations thereunder.

Each Joint Lead Manager has represented and agreed that it will not offer, sell or deliver the Securities (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the Issue Date(the "**Distribution Compliance Period**") within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S, and, at or prior to confirmation of sale of Securities, it will have sent to each distributor, dealer, or person receiving a selling concession, fee or other remuneration to which it sells any Securities during the Distribution Compliance Period a confirmation or other notice setting forth the restrictions on offers and sales of the Securities within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S.

Prohibition of Sales to EEA Retail Investors

Each Joint Lead Manager has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Securities which are the subject of the offering contemplated by this Prospectus to any retail investor in the EEA. For the purposes of this provision the expression "retail investor" means a person who is one (or both) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of MiFID II; and

(ii) a customer within the meaning of 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.

United Kingdom

Prohibition of Sales to UK Retail Investors

Each Joint Lead Manager has represented and agreed that it has not offered, sold, distributed or otherwise made available and will not offer, sell, distribute or otherwise make available any Securities which are the subject of the offering contemplated by this Prospectus to any retail investor in the UK. For the purposes of this provision the expression "retail investor" means a person who is not a professional client as defined in point (8) of Article 2(1) of UK MiFIR.

Other regulatory restrictions

Each Joint Lead Manager has represented and agreed that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Securities in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer or the Guarantor; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Securities in, from or otherwise involving the UK.

Switzerland

Each Joint Lead Manager has represented, warranted and agreed that the Securities may not be publicly offered, sold or marketed, directly or indirectly, in or into Switzerland within the meaning of the FinSA, except in a manner which does not require the preparation and publication of a prospectus pursuant to the FinSA. No application has been or will be made to admit the Securities to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this Prospectus nor any other marketing materials, or offering materials, in relation to the Securities constitute a prospectus within the meaning of the FinSA. Neither this Prospectus nor any other marketing materials, or any offering materials, in relation to the Securities have been or will be filed with, or reviewed or approved by, a Swiss review body within the meaning of article 52 FinSA. Neither this Prospectus nor any other marketing materials, or any offering materials, in relation to the Securities may be distributed or otherwise made publicly available, except in a manner which does not require the preparation and publication of a prospectus pursuant to the FinSA.

Republic of Italy

The offering of the Securities has not been registered with the *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") pursuant to Italian securities legislation. Each Joint Lead Manager has represented and agreed that any offer, sale or delivery of the Securities or distribution of copies of this Prospectus or any other document relating to the Securities in the Republic of Italy will be effected in accordance with all Italian securities, tax and exchange control and other applicable laws and regulation.

Any such offer, sale or delivery of the Securities or distribution of copies of this Prospectus or any other document relating to the Securities in the Republic of Italy must be:

(i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with Legislative Decree No. 58 of 24 February 1998, CONSOB Regulation No. 20307 of 15 February 2018 and Legislative Decree No. 385 of 1 September 1993 (in each case as amended from time to time) and any other applicable laws and regulations;

(ii) in compliance with any applicable laws and regulations or requirement imposed by CONSOB or any other Italian authority (including, *inter alia*, with Article 129 of Legislative Decree No. 385 of 1 September 1993, as amended, pursuant to which the Bank of Italy may request information on the issue or the offer of securities in the Republic of Italy and the relevant implementing guidelines of the Bank of Italy issued on 25 August 2015 (as amended on 10 August 2016 and 2 November 2020)); and

(iii) in compliance with any other applicable laws and regulations or notification requirements or limitations which may be imposed by CONSOB or the Bank of Italy.

Singapore

Each Joint Lead Manager has acknowledged that this Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Joint Lead Manager has represented and agreed that it has not offered or sold any Securities or caused the Securities to be made the subject of an invitation for subscription or purchase and will not offer or sell any Securities or cause the Securities 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 Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Securities, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the "**SFA**")) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

Canada

The Securities 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 Securities must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable Canadian securities laws.

Securities legislation in certain provinces or territories of Canada might provide a Canadian investor with remedies for rescission or damages if this Prospectus (including any amendment hereto) contains a misrepresentation; provided that the remedies for rescission or damages are exercised by the investor within the time limit prescribed by the securities legislation of the investor's province or territory. The investor should refer to any applicable provisions of the securities legislation of its province or territory for particulars of these rights and/or consult with a legal adviser.

General

Neither the Issuer nor the Guarantor nor any Joint Lead Managers have made any representation that any action will be taken in any jurisdiction by the Joint Lead Managers or the Issuer or the Guarantor that would permit a public offering of the Securities, or possession or distribution of this Prospectus (whether or not in final form) or any other offering or publicity material relating to the Securities, in any country or jurisdiction where action for those purposes is required. Each Joint Lead Manager has represented, warranted and undertaken to the Issuer and the Guarantor that, to the best of its knowledge and belief, it has complied and will comply in all material respects with all applicable laws and regulations in each country or jurisdiction in or from which it purchases, offers, sells or delivers Securities or possesses, distributes or publishes this Prospectus or any related offering material, in all cases at its own expense. Other persons into whose hands this Prospectus comes are required by the Issuer, the Guarantor and the Joint Lead Managers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Securities or possess, distribute or publish this Prospectus or any related offering material, in all cases at their own expense.

The Subscription Agreement provides that any of the restrictions relating to any specific jurisdiction (set out above) shall be deemed to be modified to the extent (if at all) that any of such restrictions shall, as a result of change(s) in, or change(s) in official interpretation of, or amendments to applicable laws and regulations after the date hereof, no longer be applicable.

Selling restrictions may be supplemented or modified with the agreement of the Issuer. Any such supplement or modification may be set out in a supplement to this Prospectus.

INDEPENDENT AND STATUTORY AUDITORS

The independent auditor of the Issuer is PricewaterhouseCoopers Accountants N.V., located at Thomas R. Malthusstraat 5, 1066 JR Amsterdam, The Netherlands. The auditor signing the independent auditor's reports on behalf of PricewaterhouseCoopers Accountants N.V. is a member of the Royal Netherlands Institute of Chartered Accountants (*Koninklijke Nederlandse Beroepsorganisatie van Accountants*).

The current statutory auditor of the Guarantor is PricewaterhouseCoopers AG, Birchstrasse 160, Postfach, CH-8050 Zürich, Switzerland. PricewaterhouseCoopers AG is a member of EXPERTsuisse – Swiss Expert Association for Audit, Tax and Fiduciary.

ALTERNATIVE PERFORMANCE MEASURES

The Issuer and the Guarantor consider each metric set out below to constitute an "alternative performance measure" (an "**APM**") as described in the European Securities and Markets Authority Guidelines on Alternative Performance Measures published on 5 October 2015 by the European Securities and Markets Authority and which came into force on 3 July 2016.

The Issuer and the Guarantor consider that these metrics provide useful information for investors and other interested parties in order to better understand the underlying business, the financial position and results of operations of the Guarantor.

The financial measures presented in this section are not defined in accordance with IFRS Accounting Standards as issued by the International Accounting Standards Board ("**IFRS**"). An APM should not be considered in isolation from, or as substitute for any analysis of, financial measures defined according to IFRS. Investors are advised to review these APMs in conjunction with pages 40 and 41 of the 2025 Guarantor Annual Report (excluding the table "Adjustments of key performance indicators" on page 40 which is not incorporated by reference into this Prospectus) and pages 38 to 40 of the 2024 Guarantor Annual Report incorporated by reference into this Prospectus. The APMs are not accounting measures within the scope of IFRS and may not be permitted to appear on the face of primary financial statements or footnotes thereto. These APMs may not be comparable to similarly titled measures of other companies. The assumptions underlying the APMs have not been audited in accordance with International Standards on Auditing or any other generally accepted auditing standards.

EBITDA and EBITDAaL

Operating income before depreciation and amortisation ("**EBITDA**") is calculated by excluding depreciation and amortisation and impairment losses on property, plant and equipment and intangible assets and depreciation on right-of-use assets. EBITDAaL is defined as EBITDA after lease expense.

The following table presents the reconciliation of the Guarantor's operating income to EBITDA and EBITDAaL for the years ended 31 December 2025 and 2024:

	For the year ended 31 December 2025	**For the year ended 31 December 2024**
	CHF in millions	**CHF in millions**
Operating income	1,925	1,953
Depreciation, amortisation and impairment losses on property, plant and equipment and intangible assets	3,114	2,143
Depreciation on right-of-use-assets	1,578	671
Operating income before depreciation, amortisation and impairment losses (EBITDA)	**6,617**	**4,767**
Lease expense	(1,633)	(703)
EBITDA after lease expense (EBITDAaL)	**4,984**	**4,064**

The Guarantor believes that EBITDA and EBITDAaL is an accurate performance measure to evaluate the profitability of the Group and of the operating segments.

Reconciliation of selected APMs

The following table presents the reconciliation of selected reported performance measures to adjusted APMs for the years ended 31 December 2025 and 2024:

	For the year ended 31 December 2025	For the year ended 31 December 2024
	CHF in millions	**CHF in millions**
EBITDAaL, reported	**4,984**	**4,064**
Provisions for legal proceedings (Switzerland)	(90)	(24)
Provisions for contractual risks (Switzerland)	52	-
Restructuring costs (Switzerland)	27	13
Transaction costs for the acquisition of Vodafone Italia	-	60
Integration cost of Vodafone Italia	102	167
Provisions for contractual risks (Italy)	8	-
Restructuring costs (Others)	15	1
Pension cost (IAS 19 reconciliation)	12	(25)
EBITDA after lease expense (EBITDAaL), adjusted	**5,110**	**5,236**
Capital expenditure, reported	**3,064**	**2,312**
INWIT mobile sites consolidation	(37)	(68)
Integration capital expenditure Vodafone Italia	(101)	-
Capital expenditure, adjusted	**2,926**	**3,047**
Operating free cash flow, reported	**1,920**	**1,752**
EBITDA after lease expense (EBITDAaL) adjustments	126	192
Capital expenditure adjustments	138	68
Operating free cash flow, adjusted	**2,184**	**2,189**

The Guarantor believes that these adjusted performance measures provide useful information for investors and financial analysts in assessing the Group's underlying operating performance.

Net debt

Net debt is defined as total financial liabilities less cash and cash equivalents, listed debt instruments, derivative financial instruments held to hedge financial liabilities and other current financial assets.

The following table presents the reconciliation of the Guarantor's financial liabilities and lease liabilities to net debt as at 31 December 2025 and 2024:

	As at 31 December 2025	As at 31 December 2024
	CHF in millions	**CHF in millions**
Debenture bonds	11,139	9,832
Bank loans	1,103	3,394
Private placements	322	322
Other financial liabilities	425	612
Lease liabilities	3,729	3,965
Financial liabilities and lease liabilities	**16,718**	**18,125**
Cash and cash equivalents	(258)	(1,523)
Term deposits	(480)	-
Listed debt instruments	(229)	(271)

Other financial assets	(118)	(144)
Net debt	**15,633**	**16,187**

In the year ended 31 December 2025, the Guarantor met its target of maintaining a single-A credit rating. As of 31 December 2024, net debt increased as a result of the acquisition of Vodafone Italia by CHF 9.3 billion as compared to 31 December 2023. The net debt/EBITDA ratio amounted to 2.4 for the year ended 31 December 2025, so that the net debt/EBITDA ratio was within the limits on net debt set by the Federal Council in the financial targets of 2.4.

The Guarantor believes that net debt is a meaningful APM for investors and financial analysts for the assessment of the financial position and the capital management of the Group.

Free cash flow

Free cash flow is defined as cash flow from operating activities and cash flow used in investing activities excluding cash flows from the purchase and sale of subsidiaries and purchase of and proceeds from equity-accounted investees and other financial assets. In addition, repayment of lease liabilities is considered in the free cash flow.

The following table present the reconciliation of the Guarantor's cash flow from operating activities to free cash flow for the years ended 31 December 2025 and 2024:

	For the year ended 31 December 2025	**For the year ended 31 December 2024**
	CHF in millions	**CHF in millions**
Cash flow from operating activities	**6,012**	**4,387**
Cash flow used in investing activities	**(3,523)**	**(9,279)**
Acquisition of subsidiaries, net of cash and cash equivalent acquired	34	7,372
Sale of subsidiaries, net of cash and cash equivalents sold	(2)	(2)
Purchase of other financial assets	500	2,020
Proceeds from other financial assets	(31)	(2,386)
Repayment of lease liabilities	(1,558)	(677)
Other cash flows	1	2
Free cash flow	**1,433**	**1,437**

The Guarantor believes that the measure free cash flow provides meaningful measures for investors and financial analysts for the assessment of the cash performance and the capital management of the Group.

GENERAL INFORMATION

1. Each of the Issuer and the Guarantor has obtained and will obtain from time to time all necessary consents, approvals and authorisations in The Netherlands and Switzerland in connection with the issue and performance of the Securities and of the Guarantee. The issuance of the Securities was authorised by resolutions of the board of managing directors of the Issuer passed on 7 August 2026 and the giving of the Guarantee by the Guarantor was authorised by resolutions of the board of directors of the Guarantor passed on 5 August 2026.

2. Application will be made to the Luxembourg Stock Exchange for the Securities to be listed on the Official List and admitted to trading on the Market.

   The Securities have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi, Albert II, B-1210 Brussels, Belgium. The address of Clearstream, Luxembourg is Clearstream Banking S.A., 42 Avenue JF Kennedy, L-1855 Luxembourg.

3. There has been no material adverse change in the prospects of the Issuer or the Guarantor since 31 December 2025.

4. There has been no significant change in the financial performance or financial position of the Group since 30 June 2026.

5. There has been no significant change in the financial performance or financial position of the Issuer since 30 June 2026.

6. Save as disclosed in the section entitled "*Description of the Guarantor – Legal Proceedings*" above on pages 47-48 of this Prospectus and in Note 8 of the Group's unaudited consolidated interim financial statements as of and for the six-month period ended 30 June 2026 as set out on page 21 of the 2026 Guarantor H1 Interim Report, neither the Issuer, the Guarantor nor the Group is, nor has been, involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer or Guarantor are aware) during the 12 months preceding the date of this Prospectus which may have or have had in the recent past significant effects on the financial position or profitability of the Issuer, the Guarantor or the Group.

7. The Legal Entity Identifier code of the Issuer is 549300L41E8X8K71RV25.

8. The Legal Entity Identifier code of the Guarantor is 5493005SL9HHOXS3B739.

9. On the basis of the issue price of the Securities of 99.419 per cent. of their principal amount, the yield on the Securities for the period until the First Reset Date is 4.250 per cent. on an annual basis. The yield is calculated on the Issue Date on the basis of the issue price of the Securities. It is not an indication of future yield.

10. The website of the Guarantor is http://www.swisscom.ch. The information on http://www.swisscom.ch does not form part of this Prospectus, except where that information has been incorporated by reference into this Prospectus.

11. BNP Paribas SA, Luxembourg Branch is acting solely in its capacity as listing agent for the Issuer in connection with the Securities and is not itself seeking admission of the Securities to the Official List or to trading on the Market for the purposes of the Prospectus Regulation.

12. Other than as disclosed in the section headed "*Description of the Guarantor – Material Contracts*", there are no material contracts entered into other than in the ordinary course of the Issuer's or the Guarantor's

business, which could result in any member of the Group being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to Holders in respect of the Securities being issued or the Guarantor's ability to meet its obligations to Holders under the Guarantee.

13. For so long as the Securities shall be outstanding, copies of the following documents will be available for inspection at the website of the Guarantor (http://www.swisscom.ch/en/about/investors.html):

(a) the articles of association of the Issuer and the Guarantor;

(b) the Trust Deed (which contains the forms of the Securities in global and definitive form);

(c) the Agency Agreement;

(d) this Prospectus and any supplements thereto; and

(e) the documents incorporated by reference into this Prospectus, as set out in "*Documents Incorporated by Reference*".

This Prospectus (together with any supplement to this Prospectus or further prospectus) will be published on the website of the Luxembourg Stock Exchange (*https://www.luxse.com*).

14. PricewaterhouseCoopers Accountants N.V., located at Thomas R. Malthusstraat 5, 1066 JR Amsterdam, The Netherlands is the independent auditor of the Issuer and has audited and rendered unqualified independent auditor's reports on the financial statements of the Issuer as of and for the financial years ended 31 December 2025 and 31 December 2024.

15. PricewaterhouseCoopers AG, Birchstrasse 160, Postfach, CH-8050 Zürich, Switzerland is the statutory auditor of the Guarantor and has audited and rendered unqualified statutory auditor's reports on the consolidated financial statements of the Group and the financial statements of the Guarantor as of and for the financial years ended 31 December 2025 and 31 December 2024.

16. Certain of the Joint Lead Managers and their affiliates (including their parent companies) have engaged, and may in the future engage, in financing, investment banking and/or commercial banking transactions with, and may perform services for, the Issuer, the Guarantor and their affiliates in the ordinary course of business. Certain of the Joint Lead Managers and their affiliates may have positions in, deal in or make markets in the Securities, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer, the Guarantor and their affiliates, investor clients, or as principal in order to manage their exposure, their general market risk or other trading activities.

In addition, in the ordinary course of their business activities, the Joint Lead Managers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer and/or the Guarantor or the Issuer's and/or Guarantor's affiliates. Certain of the Joint Lead Managers or their affiliates that have a lending relationship with the Issuer and/or the Guarantor routinely hedge their credit exposure to the Issuer and/or the Guarantor consistent with their customary risk management policies. Typically, such Joint Lead Managers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Securities. Any such short positions could adversely affect future trading prices of the Securities. The Joint Lead Managers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments. or the creation of short positions in securities, including potentially the Securities. Any such short positions could adversely affect future trading prices of the

Securities. The Joint Lead Managers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments. For the purpose of this paragraph, the term "affiliates" also includes parent companies.

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