

Base Prospectus dated 17 March 2026

Smith+Nephew

Smith & Nephew plc

(incorporated with limited liability in England and Wales with registered number 00324357)

U.S.\$5,000,000,000

Euro Medium Term Note Programme

Under the Euro Medium Term Note Programme described in this Base Prospectus (the “**Programme**”), Smith & Nephew plc (the “**Issuer**”), subject to compliance with all relevant laws, regulations and directives, may from time to time issue Euro Medium Term Notes (the “**Notes**”). The aggregate nominal amount of Notes outstanding will not at any time exceed U.S.\$5,000,000,000 (or the equivalent in other currencies).

Application has been made to the Financial Conduct Authority (the “**FCA**”) under Part VI of the Financial Services and Markets Act 2000, as amended (“**FSMA**”) for Notes issued under the Programme for the period of 12 months from the date of this Base Prospectus to be admitted to the official list of the FCA (the “**Official List**”) and to the London Stock Exchange plc (the “**London Stock Exchange**”) for such Notes to be admitted to trading on the London Stock Exchange’s Main Market (the “**Market**”). References in this Base Prospectus to Notes being “**listed**” (and all related references) shall mean that such Notes have been admitted to the Official List and have been admitted to trading on the Market. The Market is a regulated market for the purposes of Article 2(1)(13A) of Regulation (EU) No 600/2014 as it forms part of domestic law of the United Kingdom (the “**UK**”) by virtue of the European Union (Withdrawal) Act 2018, as amended (“**EUWA**”) (the “**UK MiFIR**”). The relevant Final Terms in respect of the issue of any Notes will specify whether or not such Notes will be listed on the Official List and admitted to trading on the Market (or any other stock exchange).

This Base Prospectus has been approved by the FCA in accordance with the rules in the Prospectus Rules: Admission to Trading on a Regulated Market sourcebook (the “**PRM**”) made pursuant to its rule-making powers under the Public Offers and Admissions to Trading Regulations 2024 (the “**POATRs**”). The FCA only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the PRM. Such approval should not be considered as an endorsement of either the Issuer or the quality of the Notes that are the subject of this Base Prospectus and investors should make their own assessment as to the suitability of investing in the Notes.

Each Series (as defined in “*Overview of the Programme – Method of Issue*”) of Notes in bearer form will be represented on issue by a temporary global note in bearer form (each a “**temporary Global Note**”) or a permanent global note in bearer form (each a “**permanent Global Note**”). If the Global Notes are stated in the applicable Final Terms to be issued in new global note (“**NGN**”) form, the Global Notes will be delivered on or prior to the issue date of the relevant Tranche to a common safekeeper (the “**Common Safekeeper**”) for Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking S.A. (“**Clearstream, Luxembourg**”). Notes in registered form will be represented by registered certificates (each a “**Certificate**”), one Certificate being issued in respect of each Noteholder’s entire holding of Registered Notes of one Series. Registered Notes issued in global form will be represented by registered global certificates (“**Global Certificates**”). If a Global Certificate is held under the New Safekeeping Structure (the “**NSS**”) the Global Certificate will be delivered on or prior to the original issue date of the relevant Tranche to a Common Safekeeper for Euroclear and Clearstream, Luxembourg.

Global notes which are not issued in NGN form (“**CGNs**”) and Global Certificates which are not held under the NSS will be deposited on the issue date of the relevant Tranche with a common depository on behalf of Euroclear and Clearstream, Luxembourg (the “**Common Depository**”).

The provisions governing the exchange of interests in Global Notes for other Global Notes and definitive Notes are described herein under the heading “*Summary of Provisions Relating to the Notes while in Global Form*”.

The Programme has been rated Baa2 by Moody’s Investors Service Limited (“**Moody’s**”) and BBB+ by Fitch Ratings Limited (“**Fitch**”).

Fitch and Moody’s are established in the UK and registered under Regulation (EC) No 1060/2009 as it forms part of domestic law of the UK by virtue of the EUWA (the “**UK CRA Regulation**”).

Tranches of Notes (as defined in “*Overview of the Programme – Method of Issue*”) to be issued under the Programme will be rated or unrated. Where a Tranche of Notes is to be rated, such rating will not necessarily be the same as the rating assigned to the Programme or any Notes already issued. Where a Tranche of Notes is rated, the applicable rating(s) will be specified in the relevant Final Terms. Whether or not a rating in relation to any Tranche of Notes will be treated as having been issued by a credit rating agency established in the UK and registered under the UK CRA Regulation will be disclosed in the relevant Final Terms.

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

This Base Prospectus will be valid as a base prospectus under the PRM for 12 months from 17 March 2026 in relation to Notes which are to be admitted to the Market. The obligation to supplement this Base Prospectus in the event of significant new factors, material mistakes or material inaccuracies will not apply following the expiry of that period.

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

Arranger and Dealer

HSBC

Dealers

Bank of China

BofA Securities

J.P. Morgan

SMBC

BNP PARIBAS

Citigroup

Mizuho

Société Générale Corporate & Investment Banking

IMPORTANT NOTICES

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

The Issuer (the “**Responsible Person**”) accepts responsibility for the information contained in this Base Prospectus and the Final Terms. To the best of the knowledge of the Issuer the information contained in this Base Prospectus and the Final Terms is in accordance with the facts and this Base Prospectus as completed by Final Terms makes no omission likely to affect the import of such information. Neither the Arranger nor the Dealers have independently verified the information contained herein.

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

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

This Base Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer, the Arranger or the Dealers to subscribe for, or purchase, any Notes.

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

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

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of the investment in light of its own circumstances. In particular, each potential investor should (a) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained in this Base Prospectus or any applicable supplement; (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact such investment will have on its overall investment portfolio; (c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal or interest payments is different from the potential

investor's currency; (d) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and (e) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

An offer of Notes made in reliance on the exemption from the prohibition on offers to the public in paragraph 6(a) of Part 1 of Schedule 1 of the POATRs is conditional on the Notes being admitted to the Market on the issue date of the relevant Tranche. The offer of such Notes may be withdrawn by the Issuer if the Notes are not admitted to the Market on the issue date of the relevant Tranche.

Where an offer of Notes is made in reliance on the exemption from the prohibition on offers to the public in paragraph 6(a) of Part 1 of Schedule 1 of the POATRs, the applicable Final Terms will indicate the offer is conditional on the Notes being admitted to the trading on the Market. The Final Terms in respect of such Notes must be submitted in their definitive form to the FCA and to the London Stock Exchange no later than 2pm on the business day before listing is to become effective. Notes will only be considered to be officially listed when the FCA announces this to the market in the form of its Official List Notice, which is released at 8:00am each business day via a Regulatory Information Service (“RIS”). Copies of Final Terms in relation to Notes to be listed on the Market will also be published on the website of the London Stock Exchange through a RIS. The offer of such Notes may be withdrawn without liability to the Issuer if the Notes are not admitted to the Market of the London Stock Exchange on the issue date of the relevant Tranche.

OFFER RESTRICTIONS

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

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

The Notes have not been and will not be registered under the United States Securities Act of 1933 as amended (the “**Securities Act**”), and include Notes in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes may not be offered, sold or delivered within the United States or to, or for the account of, U.S. persons.

MiFID II PRODUCT GOVERNANCE/PROFESSIONAL INVESTORS AND ECPs ONLY TARGET MARKET – The Final Terms in respect of any Notes may include a legend entitled “MiFID II product governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the target market assessment; however, a distributor subject to Directive 2014/65/EU (as amended, “**MiFID II**”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

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

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

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

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – If the Final Terms in respect of any Notes include a legend entitled “**Prohibition of Sales to EEA Retail Investors**”, the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS – If the Final Terms in respect of any Notes include a legend entitled “Prohibition of Sales to UK Retail Investors”, the Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the UK. For these purposes, a retail investor means a person who is either one (or both) of the following: (i) not a professional client, as defined in point (8) of Article 2(1) of UK MiFIR, or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRs.

Consequently, no key information document required by the PRIIPs Regulation as it forms part of domestic law of the UK by virtue of the EUWA (the “**UK PRIIPs Regulation**”) which applies up to and including 5 April 2026, or disclosure document required by the FCA Product Disclosure Sourcebook (“**DISC**”) which will apply from and including 6 April 2026, for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared, and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation or DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024, as applicable.

Singapore SFA Product Classification: In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (the “**SFA**”) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “**CMP Regulations 2018**”), unless otherwise specified before an offer of Notes, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are ‘prescribed capital markets products’ (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

NOTICE TO CANADIAN INVESTORS - The Notes may be sold only to purchasers in Canada purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Base Prospectus or any applicable supplement (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

If applicable, pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts ("**NI 33-105**"), the Dealers are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with any offering of Notes.

STABILISATION

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

GENERAL

Amounts payable under the Floating Rate Notes may be calculated by reference to the Euro Interbank Offered Rate (“**EURIBOR**”), the Sterling Overnight Index Average (“**SONIA**”), the Secured Overnight Financing Rate (“**SOFR**”) or the Euro Short-term Rate (“**€STR**”), which is provided by the European Money Markets Institute (as administrator of EURIBOR), the Bank of England (as administrator of SONIA), the European Central Bank (as administrator of €STR) and the Federal Reserve Bank of New York (as administrator of SOFR). As at the date of this Base Prospectus, the European Money Markets Institute (as administrator of EURIBOR) appears on the register of administrators and benchmarks established and maintained by the FCA pursuant to Article 36 of the Benchmarks Regulation (Regulation (EU) 2016/1011) as it forms part of domestic law of the UK by virtue of the EUWA, as amended (the “**UK BMR**”). As far as the Issuer is aware, SONIA, SOFR and €STR do not fall within the scope of the UK Benchmarks Regulation by virtue of Article 2 of that regulation.

Unless otherwise specified or the context requires references to “**euro**”, “**EUR**” and “**€**” are to the currency introduced at the start of the third stage of the European economic and monetary union pursuant to the Treaty on the functioning of the European Union and, references to “**sterling**”, “**GBP**” and “**£**” are to pounds sterling.

References to the “**Group**” are references to the Issuer and its subsidiaries.

Certain figures and percentages included in this Base Prospectus have been subject to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly, and figures shown as totals in certain tables may not total exactly.

In this Base Prospectus, unless the contrary intention appears, 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.

FORWARD-LOOKING STATEMENTS

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

By their nature, forward-looking statements involve risk and uncertainty because they relate to future events and circumstances. Forward-looking statements are not guarantees of future performance and the financial position and results of operations of the Group, and the development of the markets and the industries in which members of the Group operate, may differ materially from those described in, or suggested by, the forward-looking statements contained in this Base Prospectus. In addition, even if the Group’s results of operations and financial position, and the development of the markets and the industries in which the Group operates, are consistent with the forward-looking statements contained in this Base Prospectus, those results or developments may not be indicative of results or developments in subsequent periods. Subject to its compliance with its legal and regulatory obligations, including under the PRM, the Issuer undertakes no obligation to update or revise any forward-looking statement contained in this Base Prospectus to reflect any change in expectations with regard thereto or any change in events, conditions or circumstances on which any statement is based. 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.

ALTERNATIVE PERFORMANCE MEASURES

The Group uses certain unaudited alternative performance measures (“**APMs**”), as defined in PRM 12.1.6R to assess the performance of its business. These APMs are not calculated in accordance with International Financial Reporting Standards (“**IFRS**”) or any other accounting standards.

The Group uses certain unaudited APMs in its audited consolidated financial statements of the Group and expects to use unaudited APMs in its future unaudited interim consolidated financial statements (each as incorporated by reference in this Base Prospectus).

In respect of both current uses of APMs and future use of APMs, the Group considers that these APMs provide useful information to enhance the understanding of the financial performance of the Group. The APMs are not uniformly defined by all companies including those in the Group’s industry. Accordingly, the APMs may not be comparable with similarly titled measures and disclosures by other companies. Additionally, certain APMs are derived from amounts calculated in accordance with IFRS but may not itself be a measure defined under IFRS. APMs should not be viewed in isolation or as an alternative to the equivalent generally accepted accounting principle measure.

For further details of current APMs, please refer to page 285 to 292 “Non-IFRS financial information – adjusted measures” of the 2025 Annual Report (as defined below), incorporated by reference into this Base Prospectus.

For further details around future uses of APMs, including an explanation of why such APMs provide useful information for investors, the basis of calculation, components, reconciliation and comparatives to previous reporting periods, please see the relevant section of future unaudited interim consolidated financial statements of the Issuer entitled “Other information” (as incorporated by reference in this Base Prospectus).

DOCUMENTS INCORPORATED BY REFERENCE

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

1. the audited consolidated financial statements of the Group for the financial year ended 31 December 2024, together with the audit report thereon, which appear on pages 180 to 247 of the Issuer’s annual report and accounts for the year ended 31 December 2024 (the “**2024 Annual Report**”), and the definition, description and reconciliation of APMs on pages 265 to 271 of the 2024 Annual Report, available at <https://smith-nephew.stylelabs.cloud/api/public/content/dd84fe0e01cf43fda2b6455fba42751c?v=d216808b>;
2. the audited consolidated financial statements of the Group for the financial year ended 31 December 2025, together with the audit report thereon, which appear on pages 199 to 265 of the Issuer’s annual report and accounts for the year ended 31 December 2025 (the “**2025 Annual Report**”), and the definition, description and reconciliation of APMs on pages 285 to 292 of the 2025 Annual Report available at <https://smith-nephew.stylelabs.cloud/api/public/content/9bf6ddda064f489c852f0ecab120f281?v=273de580>; and
3. future unaudited interim consolidated financial statements of the Group and the notes therein, together with the review report thereon, and the section entitled “Other information”, as and when any such financial statements are published on the website of the Regulatory News Service operated by the London Stock Exchange at <http://www.londonstockexchange.com/exchange/prices-and-news/news/market-news/market-news-home.html> in accordance with the requirements of the PRM during the 12-month period of validity of this Base Prospectus,

together, the “**Documents Incorporated by Reference**”.

The Documents Incorporated by Reference have either been previously published or are published simultaneously with this Base Prospectus and have been approved by the FCA or filed with it, or will be so published and filed. The Documents Incorporated by Reference shall be incorporated in and form part of this Base 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 Base Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus. Those parts of the documents incorporated by reference in this Base Prospectus which are not specifically incorporated by reference in this Base Prospectus are either not relevant for prospective investors in the Notes or the relevant information is included elsewhere in this Base Prospectus. Any documents themselves incorporated by reference in the documents incorporated by reference in this Base Prospectus shall not form part of this Base Prospectus.

Copies of documents incorporated by reference in this Base Prospectus may be obtained (without charge) from the Issuer’s website at <https://www.smith-nephew.com/en/who-we-are/investors#reports+-presentations> and the website of the Regulatory News Service operated by the London Stock Exchange at <http://www.londonstockexchange.com/exchange/prices-and-news/news/market-news/market-news-home.html>.

PROSPECTUS SUPPLEMENT

If at any time the Issuer shall be required to prepare a prospectus supplement pursuant to PRM 10.1, the Issuer will prepare and make available an appropriate amendment or supplement to this Base Prospectus which, in respect of any subsequent issue of Notes to be listed on the Official List and admitted to trading on the Market, shall constitute a prospectus supplement as required by PRM 10.1.

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OVERVIEW OF THE PROGRAMME

This overview constitutes a general description of the Programme for the purposes of Appendix 1, Annex 3.2 of the PRM.

The following overview is qualified in its entirety by the more detailed information contained elsewhere in this Base Prospectus. Capitalised terms used herein and not otherwise defined have the respective meanings given to them in the “Terms and Conditions of the Notes” (the “Conditions”).

Issuer:	Smith & Nephew plc
Legal Entity Identifier of the Issuer:	213800ZTMDN8S67S1H61
Website of the Issuer:	https://www.smith-nephew.com/en-gb/
Description:	Euro Medium Term Note Programme
Size:	Up to U.S.\$5,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time.
Arranger:	HSBC Bank plc
Dealers:	Bank of China Limited, London Branch BNP PARIBAS Citigroup Global Markets Limited HSBC Bank plc J.P. Morgan Securities plc Merrill Lynch International Mizuho International plc SMBC Bank International plc Société Générale
	The Issuer may from time to time terminate the appointment of any dealer under the Programme or appoint additional dealers either in respect of one or more Tranches or in respect of the whole Programme. References in this Base Prospectus to “ Permanent Dealers ” are to the persons listed above as Dealers and to such additional persons that are appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated) and references to “ Dealers ” are to all Permanent Dealers and all persons appointed as a dealer in respect of one or more Tranches.
Trustee:	BNY Mellon Corporate Trustee Services Limited
Issuing and Paying Agent and Calculation Agent:	The Bank of New York Mellon, London Branch
Registrar and Transfer Agent:	The Bank of New York Mellon SA/NV, Dublin Branch

Method of Issue:	The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a “ Series ”) having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a “ Tranche ”) on the same or different issue dates. The specific terms of each Tranche (which will be completed, where necessary, with the relevant terms and conditions and, save in respect of the issue date, issue price, first date of payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be completed in the final terms (the “ Final Terms ”).
Issue Price:	Notes may be issued at their nominal amount or at a discount or premium to their nominal amount.
Form of Notes:	The Notes may be issued in bearer form (“ Bearer Notes ”) or in registered form (“ Registered Notes ”) only. Each Tranche of Bearer Notes will be represented on issue by a temporary Global Note if (i) definitive Notes are to be made available to Noteholders following the expiry of 40 days after their issue date or (ii) such Notes have an initial maturity of more than one year and are being issued in compliance with the D Rules (as defined in “ – <i>Selling Restrictions</i> ” below), otherwise such Tranche will be represented by a permanent Global Note. Registered Notes will be represented by Certificates, one Certificate being issued in respect of each Noteholder’s entire holding of Registered Notes of one Series. Certificates representing Registered Notes that are registered in the name of a nominee for one or more clearing systems are referred to as “ Global Certificates ”.
Clearing Systems:	Clearstream, Luxembourg, Euroclear and, in relation to any Tranche, such other clearing system as may be agreed between the Issuer, the Issuing and Paying Agent, the Trustee and the relevant Dealer.
Initial Delivery of Notes:	On or before the issue date for each Tranche, if the relevant Global Note is a NGN or the relevant Global Certificate is held under the NSS, the Global Note or Global Certificate will be delivered to a Common Safekeeper for Euroclear and Clearstream, Luxembourg. On or before the issue date for each Tranche, if the relevant Global Note is a CGN or the relevant Global Certificate is not held under the NSS, the Global Note representing Bearer Notes or the Global Certificate representing Registered Notes may be deposited with a common depository for Euroclear and Clearstream, Luxembourg. Global Notes or Global Certificates may also be deposited with any other clearing system or may be delivered outside any clearing system provided that the method of such delivery has been agreed in advance by the Issuer, the Issuing and Paying Agent, the Trustee and the

	relevant Dealer. Registered Notes that are to be credited to one or more clearing systems on issue will be registered in the name of nominees or a common nominee for such clearing systems.
Currencies:	Subject to compliance with all applicable legal and/or regulatory requirements, Notes may be issued in any currency agreed between the Issuer and the relevant Dealers.
Maturities:	Notes may have any maturity, subject to compliance with all applicable legal and/or regulatory requirements.
Specified Denomination:	Notes will be issued in such denominations as may be specified in the relevant Final Terms, save that (i) in the case of any Notes which are to be offered to the public in an EEA state in circumstances which require the publication of a prospectus under Regulation (EU) 2017/1129, the minimum specified denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the Notes); and (ii) unless otherwise permitted by then current laws and regulations, Notes which have a maturity of less than one year will have a minimum denomination of £100,000 (or its equivalent in other currencies).
Fixed Rate Notes:	Fixed interest will be payable in arrear on the date or dates in each year specified in the relevant Final Terms.
Floating Rate Notes:	Floating Rate Notes will bear interest determined separately for each Series by reference to EURIBOR, SONIA, SOFR or €STR (as specified in the relevant Final Terms) as adjusted for any applicable margin and subject to the benchmark discontinuation provisions set out in Condition 5(j) (<i>Benchmark Discontinuation</i>) and Condition 5(k) (<i>Benchmark Discontinuation – SOFR</i>), as applicable. Interest periods will be specified in the relevant Final Terms.
Zero Coupon Notes:	Zero Coupon Notes (as defined in “ <i>Terms and Conditions of the Notes</i> ”) may be issued at their nominal amount or at a discount to it and will not bear interest.
Interest Periods and Interest Rates:	The length of the interest periods for the Notes and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum interest rate, a minimum interest rate, or both or neither. The use of interest accrual periods permits the Notes to bear interest at different rates in the same interest period. All such information will be set out in the relevant Final Terms.
Redemption:	The relevant Final Terms will specify the basis for calculating the redemption amounts payable. Unless permitted by then current laws and regulations, Notes which have a maturity of less than one year must have a minimum redemption amount of £100,000 (or its equivalent in other currencies).
Optional Redemption:	The Final Terms issued in respect of each issue of Notes will state whether such Notes may be redeemed prior to their stated

	<p>maturity at the option of the Issuer (either in whole or in part, as applicable) and/or the holders, and if so the terms applicable to such redemption (including the notice to be given to holders or the Issuer, as the case may be, the date of redemption and the applicable price), all as described in “<i>Terms and Conditions of the Notes – Redemption and Purchase</i>”.</p>
Status of Notes:	<p>The Notes will constitute unsubordinated and unsecured obligations of the Issuer all as described in “<i>Terms and Conditions of the Notes – Status</i>”.</p>
Negative Pledge:	<p>See “<i>Terms and Conditions of the Notes – Negative Pledge</i>”.</p>
Cross-Default:	<p>See “<i>Terms and Conditions of the Notes – Events of Default</i>”.</p>
Ratings:	<p>The Programme has been rated Baa2 by Moody’s and BBB+ by Fitch.</p> <p>Tranches of Notes will be rated or unrated. Where a Tranche of Notes is to be rated, such rating will be specified in the relevant Final Terms.</p> <p>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.</p>
Early Redemption:	<p>Except as provided in “– <i>Optional Redemption</i>” above, Notes will be redeemable at the option of the Issuer prior to maturity only for tax reasons. See “<i>Terms and Conditions of the Notes – Redemption, Purchase and Options</i>”.</p>
Withholding Tax:	<p>All payments of principal and interest in respect of the Notes will be made free and clear of withholding taxes of the UK, unless the withholding is required by law. In such event, the Issuer shall, subject to customary exceptions, pay such additional amounts as shall result in receipt by the Noteholder of such amounts as would have been received by it had no such withholding been required, all as described in “<i>Terms and Conditions of the Notes – Taxation</i>”.</p>
Governing Law:	<p>The Trust Deed, the Agency Agreement, the Notes, the Coupons and the Talons and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law.</p>
Listing and Admission to Trading:	<p>Application has been made to list Notes to be issued under the Programme on the Official List and to admit them to trading on the Market or as otherwise specified in the relevant Final Terms and references to listing shall be construed accordingly. As specified in the relevant Final Terms, a Series of Notes may be unlisted.</p>
Selling Restrictions:	<p>The United States, the European Economic Area, the United Kingdom, Singapore, Canada, Switzerland and Japan. See “<i>Subscription and Sale</i>”.</p>

The Issuer is Category 2 for the purposes of Regulation S under the Securities Act, as amended.

The Notes will be issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the U.S Internal Revenue Code of 1986, as amended (the “Code”)) (the “**D Rules**”) unless (i) the relevant Final Terms states that Notes are issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the Code) (the “**C Rules**”) or (ii) the Notes are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the Notes will not constitute “registration required obligations” under the United States Tax Equity and Fiscal Responsibility Act of 1982 (“**TEFRA**”), which circumstances will be referred to in the relevant Final Terms as a transaction to which TEFRA is not applicable.

RISK FACTORS

Investing in the Notes involves certain risks. If any of the risks described below materialise, the Group's business, financial condition and results of operations could suffer, and the trading price and liquidity of the Notes could decline, in which case an investor may lose some or all of the value of its investment. The Issuer believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons which may not be considered significant risks by the Issuer based on information currently available to it or which it may not currently be able to anticipate. The Issuer makes no representation that the statements below regarding the risks of holding any Notes are exhaustive.

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

The Issuer has identified in this Base Prospectus a number of factors which could materially adversely affect its businesses and ability to make payments due. In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

Prospective investors should also read the detailed information set out elsewhere in, or incorporated by reference in, this Base Prospectus and the relevant Final Terms and reach their own views prior to making any investment decision.

Words and expressions defined in the "Terms and Conditions of the Notes" below or elsewhere in this Base Prospectus have the same meanings in this section.

RISKS RELATING TO THE ISSUER AND ITS BUSINESS

This section describes the risks that could materially affect the business of the Issuer and its subsidiaries (together, the "Group"). The risks below are not the only ones that the Group faces. All of these risks could materially affect the Group's business operations, financial condition, turnover, profits, brand and reputation.

1. Compliance and reputation risks

Legal and compliance

Global regulation

The Group operates globally and is subject to extensive complex legislation, regulation, and reporting requirements, including without limitation in respect of fraud, anti-bribery and corruption, data protection, trade compliance and corporate governance and sustainability in each country in which the Group operates. Increase in geopolitical tensions and conflicts have led to an increase in sanctions and trade compliance programmes which the Group is required to comply with, and which often require evaluation and implementation at pace.

Ensuring compliance with all evolving laws, regulations, and reporting requirements on a global basis may require the Group to change or develop its current business models and practices and may increase its cost of doing business. Despite efforts to manage and mitigate legal and compliance risk across the organisation, there is a risk that the Group may be subject to fines and penalties, litigation and reputational harm in connection with its activities where breaches are found to have occurred. Failure to comply with the requirements of laws, regulations and reporting requirements could adversely affect the Group's business, reputation, financial condition or results of operations. For example, failure to comply with ESG laws, regulations and reporting requirements in various jurisdictions could subject the Group to regulatory fines and penalties, including potential loss of eligibility as a US government contractor, and expose the Group to reputational risk.

The Group's global operations are governed by the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977 which prohibit the Group or its representatives from making or offering improper payments to government officials and other persons or accepting payments for the purpose of obtaining or maintaining business. The Group's international operations which operate through distributors and agents increase the Group's exposure to these risks. In this regard, the Group is investigating allegations of possible violations of anti-corruption laws, including in India, and responding to related requests for information from the United States Securities and Exchange Commission. It is not possible to predict the nature, scope (or possible involvement of other governmental authorities), or outcome of the investigations, including the extent to which, if at all, this could result in any liability to the Group.

The Group is required to comply with the requirements of data privacy laws and regulations in the markets in which it operates regarding the handling of personal information, including the General Data Protection Regulation ("GDPR"). The complexity of legal, regulatory, risk and governance issues associated with the use and implementation of AI technologies being developed at pace, together with the likely increase in regulation of AI technologies, poses additional legal, compliance and regulatory challenges for the Group to navigate. Failure to adequately prepare for and comply with such regulation could have an adverse effect on the Group's reputation and financial performance.

Operating in multiple jurisdictions also subjects the Group to local laws and regulations, including without limitation relating to tax, pricing, reimbursement, regulatory requirements, product safety, and varying levels of protection of intellectual property. This exposes the Group to additional risks and potential costs.

Proprietary rights and patents

The Group protects its intellectual property and opposes third-party patents and trademarks where it deems appropriate. If the Group fails to protect and enforce its intellectual property rights effectively, its competitive position could suffer, which could negatively impact performance. In addition, intellectual property rights may not be protectable or enforceable to the same extent in all countries in which the Group operates.

Due to the technological nature of medical devices and the Group's emphasis on serving its customers with innovative products, the Group has been subject to patent infringement claims and is subject to the potential for additional claims. Claims asserted by third parties regarding infringement of their intellectual property rights, if successful, could require the Group to expend time and significant resources to engage in dispute resolution and, if unsuccessful, pay damages, develop non-infringing products or obtain licences to the products which are the subject of such litigation, affecting the Group's growth and profitability.

Product liability claims and loss of reputation

The development, manufacture and sale of medical devices entails risk of product liability claims or recalls. Design and manufacturing defects with respect to products sold by the Group or by companies it has acquired could damage or impair the repair of body functions. The Group may become subject to liability, which could be substantial, because of actual or alleged defects in its products. The Group may also be subject to legal proceedings which may involve mass tort lawsuits. The outcome of any such law suit is inherently uncertain but, if the claimants are successful, awards for damages may be significant.

In addition, product defects could lead to the need to recall from the market existing products, which may be costly and harmful to the Group's reputation. There can be no assurance that customers, particularly in the US, the Group's largest geographical market, will not bring product liability or related claims that would have a material adverse effect on the Group's financial position or results of operations in the future, or that the Group will be able to resolve such claims within insurance limits.

Financial reporting, compliance and control

The Group's financial results depend on its ability to comply with financial reporting and disclosure requirements, comply with tax laws, appropriately manage treasury activities and avoid significant transactional errors and customer defaults. Failure to comply with the Group's financial reporting requirements or relevant tax laws can lead to litigation and regulatory penalties and sanction, and ultimately to potential material loss to the Group. Potential risks include failure to report accurate financial information in compliance with accounting standards and applicable legislation, failure to comply with current tax laws, failure to manage treasury risk effectively and failure to operate adequate financial controls over business operations.

Quality and regulatory

Regulatory approval

The international medical device industry is highly regulated. Regulatory requirements are a major factor in determining whether substances and materials can be developed into marketable products and the amount of time and expense that should be allotted to such development. National regulatory authorities administer and enforce a complex series of laws and regulations that govern the design, development, approval, manufacture, labelling, marketing and sale of healthcare products. They also review data supporting the safety and efficacy of such products. Of particular importance is the requirement in many countries that products be authorised or registered prior to manufacture, marketing or sale and that such authorisation or registration be subsequently maintained. Failure by the Group to meet regulatory requirements could result in product recalls, product removals, and a loss of sales and may adversely affect the Group's results of operations.

The major regulatory agencies for the Group's products include the Food and Drug Administration in the US, the Medicines and Healthcare products Regulatory Agency in the UK, the Ministry of Health, Labour and Welfare in Japan, the National Medical Products Administration in China and the Australian Therapeutic Goods Administration. At any time, the Group is awaiting a number of regulatory approvals which, if not received, could adversely affect results of operations. Following the entry into force in May 2017 of the EU Medical Devices Regulation, the increase in the time required by notified bodies to review product submissions and site quality systems' certification time has had, and may continue to have, an adverse impact on the Group's ability to meet customer demand.

The trend is towards more stringent regulation and higher standards of technical appraisal, and there are increasingly stringent local requirements for clinical data across many of the markets globally in which the Group operates. Such controls have become increasingly demanding to comply with and management believes that this trend will continue. Privacy, environmental and sustainability laws and regulations have also been developed and implemented at pace globally and have become more stringent, supported by enhanced enforcement frameworks and resources. Any increase in compliance costs may adversely affect the Group's operating profit.

There is also an increase in regulation relating to labelling and reporting in the markets in which the Group operates, which results in increased resourcing and cost to the Group. Regulatory requirements may also entail inspections for compliance with appropriate standards, including those relating to Quality Management Systems or Good Manufacturing Practices regulations. All manufacturing and other significant facilities within the Group are subject to regular internal and external audit for compliance with national medical device regulation and Group policies. Failure to comply with these regulatory requirements could have a number of adverse consequences, including withdrawal of approval to sell a product in a country, temporary closure of a manufacturing facility, fines and potential damage to the Group's reputation.

Regulatory standards and compliance in the healthcare industry

Business practices in the healthcare industry are subject to regulation and review by various government authorities. In general, the trend in many countries in which the Group does business is towards higher expectations and increased enforcement activity by governmental authorities. If the Group is subject to investigations and other enforcement

activity, it may incur significant expense. Under certain circumstances, if the Group were found to have violated the law, its ability to sell its products to certain customers may be restricted.

2. External risks

Political and economic factors

Global economic conditions

Demand for the Group's products is driven by demographic trends, including ageing populations and the incidence of osteoporosis and obesity. Economic slowdowns may reduce elective surgeries and delay hospital capital purchases, adversely impacting sales. Supply of, use of and payment for the Group's products are also influenced by world economic conditions which could place increased pressure on demand and pricing, adversely impacting the Group's ability to deliver revenue and operating profit growth. The conditions could favour larger, better capitalised groups, with higher market shares and margins. As a consequence, the Group's prosperity is linked to general economic conditions and there is a risk of deterioration of the Group's performance and finances during adverse macroeconomic conditions.

The impact of geopolitical conditions on global economies and financial markets may trigger a recession or slowdown in various markets in which the Group operate which would significantly reduce customer capital spending and customer financial strength.

Economic conditions worldwide continue to create several challenges for the Group, including the US government's approach to trade policy, tariffs, increased global sanctions and countersanctions in response to local or global conflicts, heightened inflation and pricing pressure (arising across the costs of raw materials, freight and employee salaries and wages), increasing tax rates, significant declines in capital equipment expenditures at hospitals and increased uncertainty over the collectability of government debt. These factors could have an increased impact on growth in the future.

The Group is increasingly seeing sustainability targets and public policies being promulgated in the markets in which the Group operates as well as by its customers, suppliers and other stakeholders. A failure to meet these targets and policies could impact the Group's sales and growth in those markets through limited access to tenders and/or reduced market share.

Political uncertainties

The Group operates on a worldwide basis and has distribution channels, agents and purchasing entities in over 100 countries. Political upheaval in some of those countries or in surrounding regions may impact the Group's results of operations. Political changes in a country could prevent the Group from receiving remittances of profit from a member of the Group located in that country or from selling its products or investments in that country. Furthermore, changes in government policy regarding preference for local suppliers, tariffs, import quotas, taxation or other matters could adversely affect the Group's revenue and operating profit. Changes in localisation policies, such as the volume based procurement policies in China and the EU response, may adversely affect the Group.

Conflicts, economic sanctions, terrorist activities or other conflict could also adversely impact the Group whether in terms of increased compliance resources and cost to serve, increased freight cycle times, market exit, disruption to operations and/or reputational damage. Shifts in geopolitics may also be reflected in the workplace, making global operation and collaboration more challenging. This may adversely affect employee efficiency.

Financial Markets

The Group has financial indebtedness which could reduce business flexibility. Deterioration of business performance or global economic conditions could restrict access to adequate debt funding and/ or cause a deterioration in credit rating. This could also increase the cost of funding and reduce access to liquidity. Failure to maintain strong

investment grade ratings would adversely affect the Group's cost of funding and could adversely affect liquidity and access to capital markets.

Taxation

The Group operates a global business and is therefore required to comply with tax legislation in multiple jurisdictions. There is the potential for an adverse impact on the Group's financial performance due to significant tax rate changes, or broadening of the tax base, in key jurisdictions in which the Group operates, including Organisation for Economic Co-operation and Development ("OECD") proposals and the possibility of further US tax legislation.

Environment and sustainability

Climate change and sustainability-related risks have the potential to impact the Group's business model and performance. The impacts of climate change on the Group's business may arise from new regulations and requirements to obtain certain sustainability standards, international sustainability accords and agreements, and changing business practices and trends to accommodate climate change risks. Implementation of environmental goals, initiatives and regulatory and reporting compliance requires increasing levels of investment and may depend on third-party performance or data that is often difficult to obtain, or is outside the control of the organisation. Further, the Group will be exposed to the physical impacts of climate change, which may impact the manufacture of the Group's products and the supply chain to deliver them to its markets, or may result in a loss of proprietary data. The Group may need to adapt its business model and processes to accommodate the changes brought about by climate-related issues and differing focus levels and regulation of sustainability requirements by governments, regulators, customers, investors and other stakeholders. If the Group does not achieve the climate change and sustainability targets and objectives set by the Group, or set by the governments and regulators in the markets where it operates, or by its customers, there may be an impact on the Group's performance and ability to grow.

3. Financial risks

Pricing and reimbursement

Dependence on government and other funding

In most global markets, expenditure on medical devices is ultimately controlled to a large extent by governments and healthcare systems. Funds may be made available or withdrawn from healthcare budgets depending on government policy. The Group is therefore dependent on future governments providing increased funds commensurate with the increased demand arising from demographic trends. Any discrepancy between funds available and demand, or lack of adequate health economics data to support reimbursement requests, may adversely impact the Group's sales and operating profit.

Pricing of many of the Group's products is governed in most markets by governmental reimbursement authorities. Increasing numbers of initiatives sponsored by government agencies, legislative bodies and the private sector to relieve the pressure on healthcare budgets and limit the growth of healthcare costs, including price regulation on products or entire procedures, value and volume-based procurement initiatives, excise taxes and competitive pricing are being implemented at pace in markets where the Group has operations. The Group is exposed to government policies favouring locally sourced or manufactured products in many markets in which it operates, impacting its ability to compete effectively and gain share which can negatively impact Group revenues and operating profit.

The Group is increasingly exposed to changes in reimbursement policy, tax policy and pricing, in large part as a result of financial pressure on governments and hospitals caused by recession and inflation in its markets, which may have an adverse impact on revenue and operating profit. The Group may be subject to unilateral price controls or reductions imposed on medical devices. Reimbursement rates and coverage decisions may be set in response to perceived economic value of the devices, based on clinical and other data relating to cost, patient outcomes and

comparative effectiveness. There may also be an increased risk of adverse changes to government funding policies arising from deteriorations in macroeconomic conditions from time to time in the Group's markets.

The Group must adhere to the rules laid down by government agencies that fund or regulate healthcare, including extensive and complex rules in the US. Failure to do so could result in fines, litigation, reputational damage and/or loss of customers and future funding.

Geopolitical uncertainty, evolving international relations, political and trade relationships dynamics between global powers and the increased potential for significant changes in public policy, and trade policy including tariffs and import and export controls, could result in a significant negative impact on pricing and reimbursement and the financial performance of the Group.

Procurement and supply chain verification processes

Global economic and inflationary pressures and the commoditisation of entire product groups have led to an increase globally in price-driven approaches to customer procurement processes and tenders, such as the value-based procurement programme in China and further consolidation of customer buying groups. Non-clinical staff are often key decision makers in customers' procurement processes, with access to these decision makers being limited for some customers. These factors can adversely impact the pricing that the Group achieves for its products.

Due to geopolitical conflicts and events and increased regulation relating to sustainability, supplier verification and trade compliance, procurement processes are now required to evaluate and demonstrate the provenance of raw materials, components and products at many levels in the medical product supply chain. Given the high level of complexity and multiple tiers within the industry supply chain, there is a risk that the Group is unable to verify the ultimate provenance of certain materials which may result in fines, penalties, seizure of goods, reputational harm and impact to performance of the Group.

Financial markets

Foreign exchange

The Group operates a global business and is therefore exposed to exchange rate volatility in the global markets in which it operates. There is the potential for an adverse impact on the Group's financial performance due to currency fluctuations.

The Group's results of operations are affected by transactional exchange rate movements in that they are subject to exposures arising from revenue in a currency different from the related costs and expenses. The majority of the Group's manufacturing cost base is denominated in US Dollars, with key facilities located in the US, the UK, China, Costa Rica, Malaysia and Switzerland. Finished products are exported from these sites to the Group's selling operations worldwide. As a result, the Group is principally exposed to fluctuations in exchange rates between the US Dollar and the Group's major trading currencies, most notably the Euro, Australian Dollar and Japanese Yen.

If the US Dollar strengthens against the Euro, Australian Dollar and the Japanese Yen, the Group's operating profit could be adversely affected. The Group manages the impact of exchange rate movements on operating profit by hedging foreign exchange exposures using forward foreign currency contracts. The Group operates a 36-month rolling hedging programme at the trading profit level, focusing on its principal exposures to Euro, Japanese Yen and Australian Dollar, with currencies selected and hedge levels determined through Value-at-Risk analysis. This programme provides structured, layered hedge execution and is designed to mitigate medium- to long-term adverse currency movements, improving visibility and stability of future operating profit.

In addition to transactional exposures, the Group is also subject to translation risk, as the US Dollar is its functional and reporting currency; revenues, profits and earnings are affected when the results of foreign subsidiaries are translated into US Dollar for financial reporting purposes.

Any failure to adequately manage the Group's foreign exchange exposure could have an adverse impact on the Group's financial performance.

Availability of financing

The availability of global capital and increased interest rates may make financing less attainable or more expensive. Access to the investment grade funding market may become restricted from time to time, for example during periods of global or financial crisis. The Group's credit rating could be downgraded if the business underperforms or increases leverage from capital allocation decisions such as M&A investments. This in turn could reduce access to debt funding. Cash and short-term investments could reduce in value, or become temporarily inaccessible, in the event of an insolvency, failure or distress of a banking or other financial counterparty. This risk may be heightened by concentration or insufficient diversification of cash holdings. The rate of interest paid on the Group's borrowings could increase as a result of increased central bank rates and also increased credit charges required by investors. Any of these events could increase the Group's cost of funds and have an adverse effect on the Group's profits.

The Issuer is a holding company

The Issuer is a non-trading investment holding company and is the parent company of the Group. As a result, the assets of the Issuer consist principally of its shareholdings in and loans to other companies in the Group. The ability of the Issuer to satisfy payment obligations under the Notes is dependent upon its receipt of dividend and interest payments from other members of the Group. In circumstances where one or more of the risks referred to herein arises and adversely affects the business, financial condition, operations or operational results of any member of the Group there may in turn be an adverse effect on the ability of that member of the Group to make dividend and/or interest payments to the Issuer, so as to enable the Issuer to satisfy its payment obligations under the Notes.

4. Operational risks

New product innovation, design and development

Development and introduction of new products

The medical devices industry has a high level of innovation and new product introduction. In order to remain competitive, the Group must continue to develop innovative products that satisfy customer needs and preferences, meet unmet needs, and/or provide cost or other advantages. Developing new products is a costly, lengthy and uncertain process. The Group may fail to innovate due to insufficient R&D investment, an R&D skills gap or poor product development. A potential product may not be brought to market or not succeed in the market for any number of reasons, including failure to work optimally, failure to receive regulatory approval, failure to be cost-competitive, infringement of patents or other intellectual property rights and changes in consumer demand. The occurrence of any of these events may result in the Group failing to maintain its competitive position and could adversely affect its business and financial performance.

The Group's products and technologies are also subject to marketing and pricing challenge by competitors as they develop and promote products in the various markets in which the Group operates. If the Group's new products do not remain competitive with those of competitors, the Group's market share and revenue could decline. The Group maintains reserves for excess and obsolete inventory resulting from the potential inability to sell its products at prices in excess of current carrying costs. Marketplace changes resulting from the introduction of new products or surgical procedures may cause some of the Group's products to become obsolete. The Group makes estimates regarding the future recoverability of the costs of these products and records a provision for excess and obsolete inventories based on historical demand, expiration of sterilisation dates and expected future trends. If actual product life cycles, product demand or acceptance of new product introductions are less favourable than projected by management, additional inventory write-downs may be required and could adversely affect the Group's profits.

All new products that the Group develops need to be designed and manufactured in a sustainable manner. A failure in this aspect may impact the willingness of customers to purchase the new products and adversely impact the Group's ability to continue selling the product and in turn the Group's longer term success.

Where the Group has critical gaps in its product portfolio that are not filled by new products, there is a risk that the Group will lose market share to competitors that can offer a more innovative or broader product portfolio resulting in reduced revenue.

Disruptor products

Innovative products in the wider healthcare industry have the potential to disrupt the medical device industry, especially as the pharmaceutical sector looks to accelerate R&D through the use of AI. Investor perception of, or the actual impact of, compounds, such as glucagon-like peptide-1 receptor agonists, on the medical device industry could have a negative impact on the industry as a whole as well as a potential negative impact on the strategy and financial performance of the Group.

Reliance on information technology and cybersecurity

The Group uses a wide variety of information systems, programmes and technology to manage its business. The Group also develops and sells certain products that are or will be digitally enabled including connection to networks and/or the internet. The Group's systems and the systems of the entities it acquires are vulnerable to a cyber-attack, theft of intellectual property, malicious intrusion, loss of data privacy or other significant disruption. Geopolitical instability may lead to an increase in sophistication of bad actors/threat profile. The Group's systems have been and will continue to be the target of such threats, including as a result of remote working. Inadequate consideration of cybersecurity in the design of new products, systems and/or processes would increase the potential for vulnerabilities and in turn could adversely effect the Group's reputation and financial performance. There is increasing government focus on cybersecurity including changes in the regulatory environment which may lead to increased enforcement and reporting obligations. Increasing demand for cybersecurity expertise could impact the Group's ability to attract and retain cybersecurity talent. Failure to adequately respond to or manage these factors could adversely affect the Group's prospects.

There is no assurance that the Group's ongoing commitment to prevent, detect and respond to cyber incidents and potential threats will prove effective. As a result, the Group could lose customers, have disputes with healthcare professionals, suffer regulatory sanctions or penalties, experience increases in operating expenses or an impairment in its ability to conduct its operations, patients or employees could be exposed to financial or medical identity theft or suffer a loss of product functionality, and the reputation and performance of the Group could be materially adversely affected. Although the Group maintains insurance coverage for various business continuity risks, all costs or losses incurred may not be fully insured and may therefore have an adverse effect on results of operations.

Global supply chain

Reliance on suppliers and manufacturers

The Group is reliant on certain key suppliers of raw materials, components, finished products and packaging materials and, in some cases, on a single supplier. Increased outsourcing, sophisticated materials and the speed of technological change in the complex manufacturing process may present potential disruption in the Group's supply chain. Disruptions in the supply chain and operations of the Group's suppliers, increased freight costs and cycle times due to disruptions to shipping routes could result in a further increase in the Group's costs of production and distribution. There can be no assurance that third-party manufacturers or suppliers the Group relies on will be able to meet the Group's near-term or long-term manufacturing or supply requirements of certain raw materials, including but not limited to rare earth minerals, component parts and products, which could result in lost sales and have an adverse effect on the Group's business.

The Group will, from time to time, outsource or insource the manufacture of components and finished products to or from third parties and will periodically relocate the manufacture of product and/or processes between existing and/or new facilities. In addition, the transition or interaction of the Group's systems with third-party supplier systems or the information held by the supplier may be subject to cybersecurity or privacy breach or attack which may negatively impact the Group's financial performance and reputation. Failure to effectively manage these risks and execute on these programmes may negatively impact the Group's performance, revenue and operating profit.

Geopolitical disruption

Disruptions to the Group's supply chain, including as a result of geopolitical events and the cost of supply channels, freight, raw materials and components may have an adverse effect on the Group's results and operations. Ongoing shifts in global trade dynamics coupled with regional tensions and conflicts continue to impact the Group's cost of production and distribution. The pace of changing international relations may continue to increase the potential for further significant changes in trade policy, sanctions and countersanctions, tariffs, import and export controls which may impact the Group's results.

Concentration of manufacturing

The Group's manufacturing production is concentrated at several main facilities including Memphis, Mansfield, Columbia and Oklahoma City in the US, Hull in the UK, Aarau in Switzerland, Suzhou in China, Penang in Malaysia and Alajuela in Costa Rica. If major physical disruption or unavailability of critical system infrastructure and applications took place at any of these sites, it could adversely affect the Group's results of operations.

Inadequate insurance and contingency planning

Physical loss and consequential loss insurance carried to cover major physical disruption to these sites is subject to limits and deductibles, generally does not cover pandemic or war-related disruptions, and may not be sufficient to cover catastrophic loss. Management, forecasting and production planning for inventory is complex and failures in operational execution could lead to excess inventory or individual product shortages. Further, as the Group continues to transform its supply chain network, warehousing and distribution functions, there is a risk that, if the transition, transformation and ongoing operations do not go as planned, the supply of products may be disrupted and impact the Group's performance.

The Group operates with a global remit and the speed of technological change in an already complex manufacturing process leads to greater potential for disruption. Additional risks to supply include failure to implement appropriate sales and operational planning and forecasting and inadequate supply chain or manufacturing capacity to support customer demand and growth. Failure to appropriately right-size manufacturing capacity based on forecasting failure and inaccuracy could lead to unnecessary increases in inventory levels and resultant costs for the business, having a negative impact on Group operating profit.

Increasing regulatory requirements

The Group's suppliers must provide materials and perform services in compliance with legal and regulatory requirements and in accordance with the Group's standard quality requirements. The increase in regulation in the area of Environmental, Social and Governance matters in many markets in which the Group operates may also require suppliers to expend additional resource in their business and incur additional costs to provide required data sets and implement additional policies and procedures which could increase the supplier's cost of doing business and subject the supplier to fines, penalties and operational disruption for failure to comply with applicable laws, regulations and reporting requirements. A supplier's failure to comply with legal or regulatory requirements or otherwise meet expected quality standards could create reputational harm and liability for the Group and adversely affect Group sales.

Significant weather events

Natural disasters, weather and climate change-related events and unavailability of critical system infrastructure and applications can also lead to manufacturing and supply delays, product shortages, excess inventory, unanticipated costs, lost revenues and damage to reputation. In addition, the pace of development and expansion of environmental and sustainability regulations globally, coupled with more active enforcement of regulations, can impact the Group's ability to manufacture, sterilise and supply product. Furthermore, the Group's physical assets and supply chains are also vulnerable to weather and climate change (such as sea level rise, increased frequency and severity of extreme weather events, and stress on water resources). Where such events impact a manufacturing facility, the Group may be unable to manufacture products. In this case, if there are insufficient manufacturing alternatives for the relevant products, the Group may not be able to supply those products to its customers which may in turn adversely impact the Group's performance.

Pandemics

Widespread outbreaks of infectious diseases or pandemics and related restrictions on society and the operation of the Group's business, could have a negative impact on the Group's revenue, profit and outlook. These include, but are not limited to, declines in and cancellations of elective procedures at medical facilities, reduction in staffing and other support within institutions, disruptions at manufacturing facilities and disruptions in supply and other commercial activities due to travel restrictions and government restrictions on exports.

Supply chain costs

The Group continues to be exposed to fluctuations in salary and wage costs for its employees and contractors due to increased costs of living, market forces and the impact of inflation in the markets in which it operates. This, combined with labour attrition and longer cycle times to backfill roles, may adversely impact the Group's performance.

The Group may be forced to pay higher prices to obtain raw materials and/or to sterilise its products and may not be able to pass on those costs to its customers in the form of increased prices for its finished products. This risk is particularly relevant in the medical devices sector due to complex supply chains, increasing regulation and enforcement and the potential for healthcare budgets globally to be reduced, or to grow at a slower rate than demand for healthcare services. As certain raw materials may become unavailable and/or capacity for sterilisation services may become increasingly constrained beyond current capacity levels, in particular due to supply challenges and increased regulation and enforcement, there can be no assurance that the Group will be able to obtain suitable and cost-effective substitutes. Interruption of supply caused by these or other factors may have a negative impact on the Group's revenue and operating profit.

Strategy and commercial execution

Strong commercial execution requires effective cross-functional alignment, accountability, engagement and communication across the Group within embedded governance structures and frameworks. Effective engagement with customers, suppliers and other stakeholders is also a crucial factor to ensure strong commercial execution. Failure to deliver on customer requirements due to inadequate commercial execution may result in loss of market share and impact the financial performance and reputation of the Group. Failure to leverage the advantages of cross-business unit selling within the Group's existing or new customer base and institutions, failure to effectively implement the Group's programmes within appropriate governance frameworks, or failure to understand or take into account customer, supplier and stakeholder needs and requirements could adversely affect the Group's performance.

The Group's business requires continuous improvement and depends on its ability to execute business change programmes at pace and to transition successfully between initiatives retaining strong governance, KPIs and metrics in order to hold management and employees to account. The pace and scope of the Group's business change initiatives may increase execution risk for the change programmes as well as for the Group's business-as-usual activities. The Group's business depends on its ability to plan for and be resilient in the face of events that threaten

one or more of its key locations. Any limits on the ability of healthcare professionals to access medical education may also have an adverse impact on the Group's performance. The Group's business relies on training and development to support product adoption, appropriate use and patient outcomes. Failure to achieve continuous improvement or any of these factors may adversely impact the Group's performance and results.

Mergers and acquisitions

A key element of the Group's strategy for continued growth is to make acquisitions or alliances to complement its existing business, including strategic partnerships, and to acquire and develop competitively differentiated products. Failure to identify appropriate acquisition targets or failure to conduct adequate due diligence or to integrate them successfully could have an adverse impact on the Group's competitive position and profitability. Inadequate due diligence and integration failures may also result in poor performance or termination of alliances and strategic partnerships. The occurrence of any of these events could result from the diversion of management resources from the acquisition or integration process, challenges of integrating organisations of different geographic, cultural and ethical backgrounds, as well as the prospect of taking on unexpected or unknown liabilities.

Challenges in integration of new acquisitions may arise following completion of the deal, including external macro factors and geopolitical events. This may lead to the Group not achieving the planned synergies and results from the acquisition.

Highly competitive markets

Failure to retain a competitive position

The Group competes across a diverse range of geographic and product markets. Each market in which the Group operates contains a broad range of competitors, including specialised and international corporations. Failure to pivot in the event of any significant in-market changes in competitor activity or necessary changes to the Group's business model, whether due to public policy, legal or regulatory requirements or other factors, could have a negative impact on the Group's financial performance and reputation.

Significant product innovations, technical advances or the intensification of price competition by competitors could adversely affect the Group's operating results. Some competitors may have greater financial, marketing and other resources than the Group due to the size and scale of their businesses. These competitors may be able to initiate technological advances in the field, deliver products on more attractive terms, more aggressively market their products or invest larger amounts of capital and research and development ("R&D") into their businesses. Failure to differentiate the Group's product and service offerings within each relevant market, and failure to address and manage challenges related to the size and scale of the Issuer, could impact the financial performance and reputation of the Group.

Further consolidation of competitors could adversely affect the Group's ability to compete with larger companies due to insufficient financial resources. If any of the Group's businesses were to lose market share or achieve lower than expected revenue growth, there could be a disproportionate adverse impact on the Group's strategic options. Competition exists among healthcare providers to gain patients on the basis of quality, service and price. There has been some consolidation in the Group's customer base and this trend is expected to continue. Some customers have joined group purchasing organisations or introduced other cost containment measures that could lead to downward pressure on prices or limit the number of suppliers in certain business areas, which could adversely affect the Group's results of operations and hinder its growth potential.

Relationships with healthcare professionals

The Group seeks to maintain ethical working relationships with respected physicians and medical personnel in healthcare organisations, such as hospitals and universities, who assist in product R&D. The Group relies on these professionals to assist it in the development and improvement of proprietary products. If the Group is unable to

maintain these relationships due to regulatory considerations, hospital access restrictions for non-patients or for other reasons, its ability to develop, market and sell new and improved products could be adversely affected which could in turn have an adverse effect on the Group's results of operations.

Customer and other stakeholder sustainability expectations

The Group's customers continue to develop more stringent sustainability requirements that they request or expect the Group to implement or adhere to in addition to the laws and regulations applicable to the Group. A failure to meet customers' requirements or expectations may adversely impact the Group's financial performance. Increased investment related to customer requests in this area may impact operating profit.

Artificial intelligence ("AI") technologies

Regulatory landscape

The regulatory landscape for AI is rapidly evolving, and various governments are exploring or implementing frameworks to govern the development, deployment, and use of AI. The Group's AI Governance Group monitors regulations and guidance for changes to the regulatory landscape that may be imposed on AI systems. The Group may need to make material changes to its technology, development or deployment strategies to align to the developing regulatory environment. Compliance with AI regulations may be costly and could significantly impact the Group's operations, financial condition, or its ability to offer AI-driven products and services.

Underlying data set

The Group's AI technologies rely on large volumes of data, which must be accurate, current, and free of biases to yield reliable results. If the Group's data is insufficient, outdated, or biased, it could lead to unreliable outputs, loss of customer trust, and potential regulatory scrutiny. The Group may be subject to liability if its AI tools inadvertently yield biased results or impact certain groups disparately, leading to legal and reputational risks.

Information security

AI development and deployment involves handling vast amounts of data, including potentially sensitive or personal information. Cyber-attacks, data breaches, or accidental exposure of data could result in substantial harm to the Group's customers and business, as well as regulatory penalties. Non-compliance with data protection laws, such as the General Data Protection Regulation and the California Consumer Privacy Act, may expose the Group to significant fines and legal consequences, especially as the Group scales-up AI-related activities.

Insufficient oversight

As AI becomes more integral to the Group's business, the potential for unexpected outcomes, including unintended or harmful consequences, increases. For example, erroneous predictions or recommendations made by the Group's AI systems - if not adequately overseen by a human review - could negatively impact the Group's clients or end-users. These risks could result in litigation, reputational harm and liability, particularly if such outcomes are deemed preventable or foreseeable.

Competitive pressure

AI is an intensely competitive field with rapid innovation and technological advancements. Protecting any AI-related intellectual property will be challenging, as new developments may quickly render existing protections obsolete. Competitors may also develop similar or superior AI capabilities, impacting the Group's market position and revenue. There is no guarantee that the Group's AI-related initiatives will be successful or that the Group will be able to mitigate the risks associated with AI technologies effectively.

Appropriate qualified personnel

The effective development and deployment of AI requires skilled personnel and infrastructure investment. An inability to attract or retain qualified individuals could hinder the Group's ability to innovate or scale its AI efforts. Additionally, failures in AI infrastructure or operational shortcomings could disrupt business functions, impair performance and damage the Group's competitive standing, leading to both financial and reputational risk and harm.

Reliance on third-parties

Reliance on third-party AI tools and external vendors introduces compliance and security risks, as insufficient transparency or inadequate controls in their systems could lead to regulatory breaches or data exposure. Vendor non-compliance with emerging AI regulations or contractual obligations may result in operational disruptions, financial penalties, and reputational harm for the Group.

5. People

Talent management

The Group's ability to deliver business objectives depends on its ability to hire, successfully engage and retain highly skilled talent with particular expertise and knowledge in each business unit and market in which it operates. This is critical, particularly in general management, new product development and in data analytics and insights. Employee priorities around work-life balance continue to evolve, resulting in increased global movement of talent and higher requirement for flexibility from both current talent and external candidates.

Lack of alignment of the Group's reward strategies to the market, including on quantum and structure, may lead to an inability to attract and retain talent of the requisite calibre for the Group, which could impact the Group's ability to drive value creation and deliver on strategic objectives.

Failure to ensure effective transfer of knowledge and orderly transitions involving exiting employees could result in a negative impact on the Group's business and the Group's ability to execute on strategy. In the event that the Group's remuneration strategies, quantum and structure, particularly in terms of long-term incentives for US executives, are not adequately addressed to better align to local market norms, the Group may not be able to effectively compete for, attract and retain talent, which may impact management stability, internal talent pipeline development and the ability for management to drive value creation.

Additionally, if the Group's talent management practices prove inadequate, this could adversely impact effective succession planning, rendering the Group unable to meet its strategic business objectives, and causing the Group to lose its competitive advantage and intellectual capital. This includes, as an example, the lack of capability and skills in exploring and adopting newly available advanced technology offerings within the organisation (e.g. AI).

Factors that are material for the purpose of assessing the market risks associated with Notes issued under the Programme

Risks relating to the structure of a particular issue of Notes

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

Notes may be subject to optional redemption by the Issuer.

The Issuer may issue Notes which entitle the Issuer to redeem such Notes prior to their maturity date at its option upon the occurrence of various events or if such an option is specified in the applicable Final Terms, in accordance with, and as specified in Condition 6(c) (*Redemption for Taxation Reasons*), Condition 6(d) (*Redemption at the Option of the Issuer (Call Option)*), Condition 6(e) (*Redemption at the Option of the Issuer (Issuer Maturity Par Call)*) and Condition 6(f) (*Redemption at the Option of the Issuer (Clean-up Call)*). Such Notes may be redeemed at

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

In the case of Notes which specify a Clean-up Call in the applicable Final Terms, the Issuer's optional redemption right will become operative where the Clean-up Call Threshold (which will be 75 per cent. unless specified otherwise) specified in the applicable Final Terms or more in nominal amount of the Notes originally issued for such Series of Notes have been redeemed or purchased. Noteholders of any such Notes may find that their Notes are redeemed by the Issuer prior to the relevant Maturity Date.

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

Notes may be subject to redemption for Taxation Reasons.

Pursuant to Condition 6(c) (*Redemption for Taxation Reasons*), in relation to any issue of Notes, the Issuer may redeem all of the Notes if it becomes obliged to pay additional amounts as described in Condition 8 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of or any change in the application or official interpretation of such relevant laws or regulations.

Notes which are issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates.

The market value of any specific Series of Notes issued at a substantial discount (such as Zero Coupon Notes) or premium to their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for more conventional interest-bearing securities. Generally, the longer the remaining term of such securities, the greater the price volatility as compared to more conventional interest-bearing securities with comparable maturities. Any such price volatility may have an adverse effect on the market value of any specific Series of Notes issued at a substantial discount or premium to their nominal amount.

Risks relating to Notes which are linked to "benchmarks".

Interest rates and indices which are deemed to be "benchmarks" (including EURIBOR) are the subject of national and international regulatory guidance and reform aimed at supporting the transition to robust "benchmarks". Most reforms have now reached their planned conclusion (including the transition away from the London Interbank Offered Rate), 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 any Notes linked to or referencing such a "benchmark".

In the EU, for example, Regulation (EU) No. 2016/1011, as amended (the "**EU Benchmarks Regulation**") applies to the provision of in-scope "benchmarks", the contribution of input data to an in-scope "benchmark", and the use of an in-scope "benchmark" within the EU. Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU-supervised entities of in scope "benchmarks" of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed). Similarly, the UK Benchmarks Regulation, among other things, applies to the provision of "benchmarks", the contribution of input data to a "benchmark", and the use of, an in-scope "benchmark" within the UK. Similarly, it prohibits the use

in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the FCA or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

Legislation such as the EU Benchmarks Regulation or the UK Benchmarks Regulation, if applicable, could have a material impact on any Notes linked to or referencing a benchmark which is in-scope of one or both regulations, in particular, for example, if the methodology or other terms of the “benchmark” are changed in the future in order to comply with the terms of the EU Benchmarks Regulation or UK Benchmarks Regulation or other similar legislation, or if a critical “benchmark” is discontinued or is determined by a regulator to be “no longer representative”. Such factors could (amongst other things) have the effect of reducing or increasing the rate or level or may affect the volatility of the published rate or level of the benchmark. They may also have the effect of discouraging market participants from continuing to administer or contribute to certain “benchmarks”, trigger changes in the rules or methodologies used in certain “benchmarks” or lead to the discontinuance or unavailability of quotes of certain “benchmarks”.

Investors should be aware that, if a “benchmark” rate were discontinued or otherwise unavailable, the rate of interest on Floating Rate Notes which reference such “benchmark” rate will be determined by the fallback provisions applicable to such Notes. The Conditions provide for certain fallback arrangements in the event that a Benchmark Discontinuation Event and a related Benchmark Replacement Date (each as described in the Conditions) occur. These fallback arrangements will include the possibility that:

- (a) the relevant rate of interest (or, as applicable, component thereof) could be set or, as the case may be, determined by reference to a Successor Rate, an Alternative Rate or a Benchmark Replacement (as applicable, and each as defined in the Conditions) determined by an Independent Adviser (as defined in the Conditions) or the Issuer or its designee (as applicable); and
- (b) such Successor Rate, Alternative Rate or Benchmark Replacement (as applicable) may be adjusted by reference to an Adjustment Spread or Benchmark Replacement Adjustment (as applicable) (each as defined in the Conditions) by the Independent Adviser or the Issuer or its designee (as applicable),

in any such case, acting in good faith and as described more fully in the Conditions.

In addition, the Independent Adviser, the Issuer or its designee (as applicable), (acting in good faith) may also in its discretion specify that other changes to the Conditions are necessary in order to follow market practice in relation to the relevant Successor Rate, Alternative Rate or Benchmark Replacement or to ensure the proper operation of the relevant Successor Rate, Alternative Rate or Benchmark Replacement (as applicable), as described more fully in the Conditions.

No consent of the Noteholders or Couponholders shall be required in connection with effecting any relevant Successor Rate, Alternative Rate or Benchmark Replacement (as applicable) or any other related adjustments and/or amendments described above. Any such adjustment could have unexpected commercial consequences and there can be no assurance that, due to the particular circumstances of each Noteholder or Couponholder, any such adjustment will be favourable to each Holder or Couponholder.

In certain circumstances, the ultimate fallback of interest for a particular Interest Period may result in the rate of interest for the last preceding Interest Period being used. This may result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last observed on the Relevant Screen Page. In addition, due to the uncertainty concerning the availability of Successor Rate, Alternative Rate or Benchmark Replacement and the involvement of an Independent Adviser or the Issuer’s designee under Condition 5(k), the relevant fallback provisions may not operate as intended at the relevant time.

For Notes which reference any affected “benchmark”, uncertainty as to the nature of alternative reference rates and as to potential changes or other reforms to such “benchmark” may adversely affect such “benchmark” during the term of the relevant Notes, the return on the relevant Notes and the trading market for securities (including the Notes)

based on the same “benchmark”. Moreover, any of the above matters or any other significant change to the setting or existence of any relevant rate could affect the ability of the Issuer to meet its obligations under the Floating Rate Notes or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Floating Rate Notes.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, or any of the international or national reforms and the possible application of the benchmark replacement provisions of Notes in making any investment decision with respect to any Notes linked to or referencing a “benchmark”.

The market continues to develop in relation to the use of risk-free rates (including overnight rates) (“RFRs”) as reference rates for Floating Rate Notes.

Where the applicable Final Terms for a Series of Floating Rate Notes identifies that the Reference Rate for such Notes will be €STR, SONIA or SOFR, the Rate of Interest will be determined on the basis of the relevant Reference Rate (as further described in the Conditions). All such rates are based on ‘overnight rates’. Overnight rates differ from inter-bank offered rates (such as EURIBOR) in a number of material respects, including (without limitation) that such rates are backwards-looking, compounded, risk-free overnight rates, whereas EURIBOR is expressed on the basis of a forward-looking term and includes a risk-element based on inter-bank lending. As such, prospective investors should be aware that overnight rates may behave materially differently as interest reference rates for Notes issued under the Programme as compared to inter-bank offered rates. The methodologies to calculate RFRs are not uniform. Such different methodologies may result in slightly different interest amounts being determined in respect of otherwise similar securities.

Prospective investors should also be aware that the market continues to develop in relation to RFRs (such as SONIA, SOFR and €STR), as reference rates in the capital markets for sterling, U.S. dollar or euro bonds, as applicable, and their adoption as alternatives to the relevant interbank offered rates. This relates not only to the substance of the calculation and the development and adoption of market infrastructure for the issuance and trading of bonds referencing such rates, but also how widely such rates and methodologies might be adopted.

The market or a significant part thereof may adopt an application of risk-free rates that differs significantly from that set out in the Conditions and used in relation to Notes that reference a risk-free rate issued under this Base Prospectus. Accordingly, the specific formula for calculating the reference rate used in Notes issued under this Programme may not be widely adopted by other market participants, if at all. The Issuer may in the future also issue Notes referencing RFRs that differ materially in terms of interest determination when compared with any previous Notes referencing such RFRs issued by it. If the market adopts a different calculation method, that could adversely affect the market value of Notes issued pursuant to this Programme.

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

Historical levels are not an indication of its future levels.

Certain administrators of RFRs have published hypothetical and actual historical performance data. Hypothetical data inherently includes assumptions, estimates and approximations and actual historical performance data may be limited in the case of certain RFRs. Consequently, no future performance of the relevant RFR or Notes referencing such RFR may be inferred from any of the hypothetical or actual historical performance data. In addition, investors should be aware that the return on and value of Notes linked to RFRs may fluctuate more than Floating Rate Notes that are linked to less volatile rates. Daily changes in RFRs have, on occasion, been more volatile than daily changes in comparable benchmarks or other market rates.

Calculation of Interest.

Interest is calculated on the basis of the compounded RFR, which is calculated using the relevant specific formula set out in the Conditions, not the RFR published on or in respect of a particular date during such Observation Period. For this and other reasons, the interest rate on the Notes during any Observation Period will not be the same as the interest rate on other investments linked to the RFR that use an alternative basis to determine the applicable interest rate.

Interest on Notes which reference a RFR is only capable of being determined immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Notes which reference RFRs to reliably estimate the amount of interest which will be payable on such Notes. Further, if the Notes become due and payable under Condition 10 (*Events of Default*) or are otherwise redeemed early on a date which is not an Interest Payment Date, the final Rate of Interest payable in respect of such Notes shall only be determined immediately prior to the date on which the Notes became due and payable.

The Issuer does not have any control over the determination, calculation or publication of RFRs.

Each RFR is published and calculated by third parties based on data received from other sources and the Issuer has no control over their respective determinations, calculations or publications. There can be no guarantee that RFRs (or the SOFR Compounded Index or the SONIA Compounded Index) will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in Notes linked to or which reference such an RFR (or that any applicable benchmark fallback provisions provided for in the Conditions will provide a rate which is economically equivalent for Noteholders). None of the Bank of England, the Federal Reserve or the European Central Bank or any administrator of RFRs have an obligation to consider the interests of Noteholders in calculating, adjusting, converting, revising or discontinuing the relevant RFR (or the SOFR Compounded Index or the SONIA Compounded Index). If the manner in which the relevant RFR is calculated is changed, that change may result in a reduction of the amount of interest payable on such Notes and the trading prices of such Notes.

Risks Related to the Notes Generally

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

The Conditions contain provisions which may permit their modification without the consent of a Noteholder.

The Conditions contain provisions for calling meetings of Noteholders (including by way of telephone or video conference) to consider and vote upon matters affecting their interests generally, or to pass resolutions in writing or through the use of electronic consents. These provisions permit defined majorities to bind a Noteholder including (i) Noteholders who did not attend and vote at the relevant meeting or, as the case may be, did not sign the written resolution or give their consent electronically, and (ii) those Noteholders who voted in a manner contrary to the majority.

The Conditions and the Trust Deed also provide that the Trustee may, without the consent of Noteholders, agree to (i) any modification of any of the provisions of the Trust Deed or the Agency Agreement that is, in the opinion of the Trustee, of a formal, minor or technical nature or is made to correct a manifest error, (ii) any other modification (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed or the Agency Agreement that is in the opinion of the Trustee not materially prejudicial to the interests of the Noteholders, or (iii) the substitution of another company as principal debtor under the Notes in place of the Issuer, in the circumstances described in Condition 11 (*Meetings of Noteholders, Modification, Waiver and Substitution*) of the Conditions.

The Notes will be represented by Global Notes or Global Certificates except in certain limited circumstances described in the Global Notes or Global Certificates. Each Global Note or Global Certificate will be deposited with a common depository or common safekeeper for Euroclear and Clearstream, Luxembourg (as applicable) or, in certain circumstances, the Alternative Clearing System (as defined below). Except in certain limited circumstances

described in the Global Notes or Global Certificates, investors will not be entitled to receive Notes in definitive form. Euroclear and Clearstream, Luxembourg will maintain records of the beneficial interests in the Global Notes or Global Certificate, as applicable. While the Notes are represented by Global Notes or Global Certificates, investors will be able to trade their beneficial interests only through Euroclear and Clearstream, Luxembourg (or, if applicable, an Alternative Clearing System). The Issuer will discharge its payment obligations under the Notes by making payments through the relevant clearing systems for distribution to their account holders. A holder of a beneficial interest in a Global Note or Global Certificate must rely on the procedures of Euroclear and Clearstream, Luxembourg to receive payments under the Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Notes or Global Certificate.

The value of the Notes could be adversely affected by a change in English law or administrative practice.

The Conditions and any non-contractual obligations arising out of or in connection with them are governed by English law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of this Base Prospectus. Any such change could materially adversely impact the value of any Notes affected by it.

Investors who hold less than the minimum Specified Denomination may be unable to sell their Notes and may be adversely affected if definitive Notes are subsequently required to be issued.

In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in their account with the relevant clearing system would not be able to sell the remainder of such holding without first purchasing a principal amount of Notes at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination. Further, a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in their account with the relevant clearing system at the relevant time may not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination.

If definitive Notes are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

The Issuer may withdraw an offer if the Notes are not listed on the Market on the issue date of the relevant Tranche

Where an offer of the Notes is made in reliance on the exemption from the prohibition on offers to the public in paragraph 6(a) of Part 1 of Schedule 1 of the POATRs, the applicable Final Terms will indicate the offer is conditional on the Notes being admitted to the trading on the Market. The offer of such Notes may be withdrawn by the Issuer without liability to any investor if the Notes are not admitted to the Market on the issue date of the relevant Tranche.

Risks related to the Market Generally

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

An active secondary market in respect of the Notes may never be established or may be illiquid and this would adversely affect the value at which an investor could sell their Notes.

Notes may have no established trading market when issued, and one may never develop. If a market for Notes does develop, it may not be very liquid or may become illiquid at a later stage. If a Tranche of Notes is issued to a single investor or a limited number of investors, this may result in an even more illiquid or volatile market in such Notes. Therefore, Noteholders may not be able to sell their Notes easily or at prices that will provide them with a yield

comparable to similar investments that have a developed secondary market. This is particularly the case where the Issuer is in financial distress, which may result in a sale of Notes at a substantial discount to their principal amount, or where Notes are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes.

If an investor holds Notes which are not denominated in the investor's home currency, they will be exposed to movements in exchange rates adversely affecting the value of their holding. In addition, the imposition of exchange controls in relation to any Notes could result in an investor not receiving payments on those Notes.

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

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

The value of Fixed Rate Notes may be adversely affected by movements in market interest rates.

Investment in Fixed Rate Notes involves the risk that if market interest rates subsequently increase above the rate paid on the Fixed Rate Notes, this will adversely affect the value of the Fixed Rate Notes. It also involves inflation risk, which is the risk relating to the future value of money. In this respect, the actuarial yield on the Fixed Rate Notes would be reduced due to the effect of inflation. The higher the inflation, the lower the actuarial return of the Fixed Rate Notes.

Noteholders should be aware that movements of the market interest rate and inflation can adversely affect the price of the Fixed Rate Notes and can lead to losses for the Noteholders if they sell the Fixed Rate Notes before their maturity.

Credit ratings assigned to the Issuer or any Notes may not reflect all the risks associated with an investment in those Notes.

One or more independent credit rating agencies may assign credit ratings to the Issuer, the Programme or the Notes issued under the Programme. The details of any such credit rating assigned to Notes issued under the Programme will (if applicable) be specified in the applicable Final Terms. A credit rating of any Notes may not reflect the potential impact of all risks related to structure, market, additional factors discussed herein, and other factors that may affect the value of the Notes. A rating agency may change its rating methodology in respect of a particular class of instruments, making it more difficult to maintain a certain credit rating. A credit rating is not a recommendation to buy, sell or hold the relevant Notes and may be revised, suspended or withdrawn by the relevant rating agency at any time. Any such revision, suspension or withdrawal could adversely affect the market value of the relevant Notes. For the avoidance of doubt, the Issuer does not commit to ensure that any specific rating of any Notes issued under the Programme will be upheld nor that any credit rating agency rating any Notes will remain the same.

In general, UK regulated investors are restricted under the UK CRA Regulation from using credit ratings for regulatory purposes unless such ratings are issued by a credit rating agency established in the UK and registered under the UK CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction

will also apply in the case of credit ratings issued by non-UK credit rating agencies, unless the relevant credit ratings are endorsed by a UK-registered credit rating agency or the relevant non-UK rating agency is certified in accordance with the UK CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances).

In general, EU regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances).

If the status of the rating agency rating the Notes changes for the purposes of the CRA Regulation or the UK CRA Regulation, EU and/or UK regulated investors may no longer be able to use the rating for regulatory purposes in the EU or the UK, as applicable, and the Notes may have a different regulatory treatment. This may result in EU and/or UK regulated investors selling the Notes which may impact the value of the Notes and any secondary market. The list of registered and certified rating agencies published by the FCA on its website in accordance with the UK CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated FCA list.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions that, subject to completion by the applicable Final Terms, shall be applicable to the Notes in definitive form (if any) issued in exchange for the Global Note(s) representing each Series. Either (i) the full text of these terms and conditions together with the relevant provisions of Part A of the applicable Final Terms or (ii) these terms and conditions as so completed, amended, supplemented or varied (and subject to simplification by the deletion of non-applicable provisions) shall be endorsed on such Bearer Notes or on the Certificates relating to such Registered Notes. All capitalised terms that are not defined in these Conditions (as defined below) will have the meanings given to them in Part A of the applicable Final Terms. Those definitions will be endorsed on the definitive Notes or Certificates, as the case may be. References in the Conditions to “Notes” are to the Notes of one Series only, not to all Notes that may be issued under the Programme (as defined below).

Smith & Nephew plc (the “**Issuer**”) has established a Euro Medium Term Note Programme (the “**Programme**”) for the issuance of Notes in an aggregate principal amount outstanding at any time not exceeding the Programme Limit (as defined in the Trust Deed referred to below). The Notes are constituted by a Trust Deed (as amended or supplemented as at the date of issue of the Notes (the “**Issue Date**”), the “**Trust Deed**”) dated 17 March 2026 between the Issuer and BNY Mellon Corporate Trustee Services Limited (the “**Trustee**”, which expression shall include all persons for the time being the trustee or trustees under the Trust Deed) as trustee for the Noteholders (as defined below). These terms and conditions (the “**Conditions**”) include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the form of the Bearer Notes, Certificates, Coupons and Talons referred to below. An Agency Agreement (as amended or supplemented as at the Issue Date, the “**Agency Agreement**”) dated 17 March 2026 has been entered into in relation to the Notes between the Issuer, the Trustee, The Bank of New York Mellon, London Branch as initial issuing and paying agent and calculation agent and The Bank of New York Mellon SA/NV, Dublin Branch, as initial registrar and transfer agent. The issuing and paying agent, the other paying agents, the registrar, the transfer agents and the calculation agent(s) for the time being (if any) are referred to below respectively as the “**Issuing and Paying Agent**”, the “**Paying Agents**” (which expression shall include the Issuing and Paying Agent), the “**Registrar**”, the “**Transfer Agents**” (which expression shall include the Registrar) and the “**Calculation Agent(s)**”. Electronic copies of the Trust Deed and the Agency Agreement are available upon request to the Issuing and Paying Agent, subject to the Noteholder providing satisfactory evidence of its identity and its holding of Notes.

The Noteholders and the holders of the interest coupons (the “**Coupons**”) relating to interest bearing Notes in bearer form and, where applicable in the case of such Notes, talons for further Coupons (the “**Talons**”) (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 Agency Agreement.

As used in these terms and conditions (the “**Conditions**”), “**Tranche**” means Notes which are identical in all respects, including as to Issue Date.

1. Form, Denomination and Title

The Notes are issued in bearer form (“**Bearer Notes**”) or in registered form (“**Registered Notes**”) in each case in the Specified Denomination(s) shown in the applicable Final Terms.

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

Bearer Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Zero Coupon Notes in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable.

Registered Notes are represented by registered certificates (“**Certificates**”) and, save as provided in Condition 2(c), each Certificate shall represent the entire holding of Registered Notes by the same holder.

Title to the Bearer Notes and the Coupons and Talons shall pass by delivery. Title to the Registered Notes shall pass by registration in the register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the “**Register**”). Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Note, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on it (or on the Certificate representing it) or its theft or loss (or that of the related Certificate) and no person shall be liable for so treating the holder.

In these Conditions, “**Noteholder**” means the bearer of any Bearer Note relating to it or the person in whose name a Registered Note is registered (as the case may be), “**holder**” (in relation to a Note, Coupon or Talon) means the bearer of any Bearer Note, Coupon or Talon or the person in whose name a Registered Note is registered (as the case may be) and capitalised terms have the meanings given to them in these Conditions, the absence of any such meaning indicating that such term is not applicable to the Notes.

2. No Exchange of Notes and Transfers of Registered Notes

- (a) **No Exchange of Notes:** Registered Notes may not be exchanged for Bearer Notes. Bearer Notes of one Specified Denomination may not be exchanged for Bearer Notes of another Specified Denomination. Bearer Notes may not be exchanged for Registered Notes.
- (b) **Transfer of Registered Notes:** One or more Registered Notes may be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Certificate representing such Registered Notes to be transferred, together with the form of transfer endorsed on such Certificate (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Registered Notes represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. All transfers of Notes and entries on the Register will be made subject to the detailed regulations concerning transfers of Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Registrar and the Trustee. A copy of the current regulations will be made available by the Registrar to any Noteholder upon request.
- (c) **Exercise of Options or Partial Redemption in Respect of Registered Notes:** In the case of an exercise of an Issuer’s or Noteholders’ option in respect of, or a partial redemption of, a holding of Registered Notes represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Notes of the same holding having different terms, separate Certificates shall be issued in respect of those Notes of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Transfer Agent. In the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.
- (d) **Delivery of New Certificates:** Each new Certificate to be issued pursuant to Conditions 2(b) or (c) shall be available for delivery within three business days of receipt of the form of transfer or Exercise Notice (as defined in Condition 6(g)) and surrender of the Certificate for exchange.

Delivery of the new Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such form of transfer, Exercise Notice or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant form of transfer, Exercise Notice or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Transfer Agent the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 2(d), “**business day**” means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the relevant Transfer Agent or the Registrar (as the case may be).

- (e) **Transfers Free of Charge:** Transfers of Notes and Certificates on registration, transfer, exercise of an option or partial redemption shall be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require).
- (f) **Closed Periods:** No Noteholder may require the transfer of a Registered Note to be registered (i) during the period of 15 days prior to any date on which Notes may be called for redemption by the Issuer at its option pursuant to Condition 6(d) or Condition 6(e), (ii) after any such Note has been called for redemption or (iii) during the period of seven days ending on (and including) any Record Date.

3. Status

The Notes and the Coupons relating to them constitute (subject to Condition 4) unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. In the event of the bankruptcy, insolvency, winding-up or dissolution of the Issuer, the payment obligations of the Issuer under the Notes and the Coupons relating to them shall, save for such exceptions as may be provided by applicable legislation and subject to Condition 4, rank at least equally with all other unsecured and unsubordinated indebtedness and monetary obligations of the Issuer, present and future.

4. Negative Pledge

So long as any Note or Coupon remains outstanding (as defined in the Trust Deed), the Issuer will not, and will ensure that none of its Subsidiaries will create, or have outstanding, any mortgage, charge, lien, pledge or other security interest, upon the whole or any part of its present or future undertaking, assets or revenues (including any uncalled capital) to secure any Relevant Indebtedness or to secure any guarantee or indemnity in respect of any Relevant Indebtedness, without at the same time or prior thereto according to the Notes and the Coupons the same security as is created or subsisting to secure any such Relevant Indebtedness, guarantee or indemnity or such other security as either (i) the Trustee shall in its absolute discretion deem not materially less beneficial to the interest of the Noteholders or (ii) shall be approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Noteholders.

In this Condition:

- (i) “**Relevant Indebtedness**” means any indebtedness which is in the form of, or represented or evidenced by, bonds, notes, debentures, loan stock or other securities which either (A) for the time being are, or are intended to be (in each case with the agreement of the person issuing the same); or (B) are capable of being quoted, listed or customarily dealt in or traded on any stock exchange or over-the-counter or other securities market; and
- (ii) “**Subsidiary**” means a subsidiary within the meaning of section 1159 of the Companies Act 2006.

5. Interest and other Calculations

- (a) **Interest on Fixed Rate Notes:** Each Fixed Rate Note bears interest on its outstanding nominal amount from, and including, the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(f).
- (b) **Interest on Floating Rate Notes:**
- (i) *Interest Payment Dates:* Each Floating Rate Note bears interest on its outstanding nominal amount from, and including, the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(f). Such Interest Payment Date(s) is/are either as specified in the applicable Final Terms as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, Interest Payment Date shall mean each date which falls the number of months or other period specified in the applicable Final Terms as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.
- (ii) *Business Day Convention:* If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.
- (iii) *Rate of Interest:* The Rate of Interest in respect of Floating Rate Notes for each Interest Period shall be determined in the manner specified in the applicable Final Terms and the provisions below relating to Screen Rate Determination – Term Rate or Screen Rate Determination – Overnight Rate shall apply, depending upon which is specified in the applicable Final Terms.
- (A) **Screen Rate Determination – Term Rate:**
- (x) Subject to Condition 5(j), where “Term Rate” is specified as the method of Screen Rate Determination in the applicable Final Terms and the Reference Rate in respect of the relevant Series of Floating Rate Notes is not specified in the applicable Final Terms as being “SONIA”, “SOFR” or “€STR”, the Rate of Interest for each Interest Period will, subject as provided below, be the Reference Rate at 11.00 a.m. at the Principal Financial Centre specified in the applicable Final Terms on the Interest Determination Date in

question as specified by the Issuer or Independent Advisor to the Calculation Agent or the Issuing and Paying Agent, as applicable.

- (y) If the Rate of Interest cannot be determined in accordance with the foregoing provisions of paragraph (x) above, the Rate of Interest shall be (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest and/or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin and/or Maximum Rate of Interest and/or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin and/or Maximum Rate of Interest and/or Minimum Rate of Interest relating to that last preceding Interest Period) or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest applicable to such Notes on the Interest Commencement Date (though substituting, where a different Margin and/or Maximum Rate of Interest and/or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin and/or Maximum Rate of Interest and/or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin and/or Maximum Rate of Interest and/or Minimum Rate of Interest relating to that last preceding Interest Period).

(B) **Screen Rate Determination for Floating Rate Notes – Overnight Rate:**

- (u) *Compounded Daily (Formula Rate)*

Where “Overnight Rate” is specified as the method of Screen Rate Determination in the applicable Final Terms, “Compounded Daily (Formula Rate)” is specified in the applicable Final Terms as the Calculation Method, and “SONIA”, “SOFR” or “€STR” is specified as the relevant Reference Rate in the applicable Final Terms, the Rate of Interest for each Interest Period will, subject to Condition 5(j) and 5(k) (as applicable) and as provided below, be the Compounded Daily Reference Rate with respect to such Interest Period plus or minus (as indicated in the applicable Final Terms) the Margin (if any).

“**Compounded Daily Reference Rate**” means, with respect to an Interest Period, the rate of return of a daily compound interest investment in the Specified Currency (with the applicable Reference Rate (as indicated in the applicable Final Terms and further provided for below) as the reference rate for the calculation of interest) as calculated by the Issuing and Paying Agent or the Calculation Agent, as applicable, on the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the nearest Relevant Decimal Place):

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

where:

“**D**” shall, unless otherwise specified in the applicable Final Terms, be (1) where “SONIA” is specified as the relevant Reference Rate in the applicable Final Terms, 365; and (2) where “SOFR” or “€STR” is specified as the relevant Reference Rate in the applicable Final Terms, 360;

“**d**” is the number of calendar days in:

- (1) where “Lag” or “Lock-out” is specified as the Observation Method in the applicable Final Terms, the relevant Interest Period; or
- (2) where “Observation Shift” is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

“**d₀**” is the number of Business Days in:

- (1) where “Lag” or “Lock-out” is specified as the Observation Method in the applicable Final Terms, the relevant Interest Period; or
- (2) where “Observation Shift” is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

“**i**” is a series of whole numbers from one to **d₀**, each representing the relevant Business Day in chronological order from, and including, the first Business Day in:

- (1) where “Lag” or “Lock-out” is specified as the Observation Method in the applicable Final Terms, the relevant Interest Period; or
- (2) where “Observation Shift” is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

“**Business Day**”, in this Condition 5(b)(iii)(B)(u), means (1) where “SONIA” is specified in the applicable Final Terms as the relevant Reference Rate, any day which is a London Banking Day; (2) where “SOFR” is specified in the applicable Final Terms as the relevant Reference Rate, any day which is a U.S. Government Securities Business Day; and (3) where “€STR” is specified in the applicable Final Terms as the relevant Reference Rate, any day which is a T2 Business Day;

“**Lock-out Period**” means the period from, and including, the day following the Interest Determination Date to, but excluding, the corresponding Interest Payment Date;

“**ni**”, for any Business Day “**i**”, means the number of calendar days from (and including) such Business Day “**i**” up to (but excluding) the following Business Day;

“**Observation Method**” shall be as *specified* in the applicable Final Terms;

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

“**p**” means:

- (1) where “Lag” is specified as the Observation Method in the applicable Final Terms, the number of Business Days specified as the “Lag Look-back Period” in the applicable Final Terms (or, if no such number is so specified, five Business Days); or
- (2) where “Observation Shift” is specified as the Observation Method in the applicable Final Terms, the number of Business Days specified as the

“Observation Shift Period” in the applicable Final Terms (or, if no such number is so specified, five Business Days);

“**r**” means, in respect of the relevant Reference Rate:

- (1) where “Lag” or “Observation Shift” is specified as the Observation Method in the applicable Final Terms, in respect of any Business Day, the relevant Reference Rate in respect of such Business Day; or
- (2) where “Lock-out” is specified as the Observation Method in the applicable Final Terms:
 - a. in respect of any Business Day “**i**” that is a Reference Day, the relevant Reference Rate in respect of the Business Day immediately preceding such Reference Day; and
 - b. in respect of any Business Day “**i**” that is not a Reference Day (being a Business Day in the Lock-out Period), the relevant Reference Rate in respect of the Business Day immediately preceding the last Reference Day of the relevant Interest Period (such last Reference Day coinciding with the Interest Determination Date);

“**ri**” means the applicable Reference Rate as set out in the definition of “**r**” above for:

- (1) where “Lag” is specified as the Observation Method in the applicable Final Terms, the Business Day falling “**p**” Business Days prior to the relevant Business Day “**i**”; or
- (2) where “Lock-out” or “Observation Shift” is specified as the Observation Method in the applicable Final Terms, the relevant Business Day “**i**”;

“**Reference Day**” means each Business Day in the relevant Interest Period, other than any Business Day in the Lock-out Period;

“**Reference Rate**” means “€STR”, “SOFR” or “SONIA”, as specified in the applicable Final Terms; and

“**Relevant Decimal Place**” shall, unless otherwise specified in the applicable Final Terms, be the fourth decimal place in the case of the SONIA and the fifth decimal place in the case of €STR or SOFR, in each case rounded up or down, if necessary (with 0.00005 or, as the case may be, 0.000005 being rounded upwards).

(v) *Compounded Daily (Index Rate)*

Where “Overnight Rate” is specified as the method of Screen Rate Determination, “Compounded Daily (Index Rate)” is specified in the applicable Final Terms as the Calculation Method, and “SONIA” or “SOFR” is specified as the relevant Reference Rate in the applicable Final Terms, the Rate of Interest for each Interest Period will, subject to Condition 5(j) and 5(k) (as applicable) and as provided below, be the Compounded Index Rate plus or minus (as indicated in the applicable Final Terms) the applicable Margin (if any), where:

“**Compounded Index Rate**” means, with respect to an Interest Period, the rate of return of a daily compound interest investment in the Specified Currency for the relevant Interest Period and will be determined and calculated by the Issuing and Paying Agent or the

Calculation Agent, as applicable, on the relevant Interest Determination Date as follows, and the resulting percentage will be rounded if necessary to the nearest Relevant Decimal Place:

$$\left(\frac{\text{Compounded Index}_{\text{End}}}{\text{Compounded Index}_{\text{Start}}} - 1 \right) \times \left(\frac{D}{d} \right)$$

where:

“**D**” shall, unless otherwise specified in the applicable Final Terms, be 365 in the case of the SONIA Compounded Index and 360 in the case of the SOFR Compounded Index;

“**d**” means the number of calendar days from (and including) the day in relation to which the relevant Compounded Index_{Start} is determined to (but excluding) the day in relation to which the relevant Compounded Index_{End} is determined;

“**Business Day**”, in this Condition 5(b)(iii)(B)(v), means, (1) in the case of SONIA Compounded Index, any day which is a London Banking Day; and (2) in the case of SOFR Compounded Index, any day which is a U.S. Government Securities Business Day;

“**Compounded Index**” means (1) where “SONIA” is specified as the relevant Reference Rate in the applicable Final Terms, SONIA Compounded Index; or (2) where “SOFR” is specified as the relevant Reference Rate in the applicable Final Terms, SOFR Compounded Index;

“**Compounded Index_{End}**” means the relevant Compounded Index value relating to the day falling “p” Business Days prior to (1) the Interest Payment Date for the relevant Interest Period, or (2) such other date on which the relevant payment of interest falls due (but which, by its definition or the operation of the relevant provisions, is excluded from such Interest Period);

“**Compounded Index_{Start}**” means the relevant Compounded Index value relating to the day falling “p” Business Days prior to the first day of the relevant Interest Period;

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

“**Relevant Decimal Place**” shall, unless otherwise specified in the applicable Final Terms, be the fourth decimal place in the case of the SONIA Compounded Index and the fifth decimal place in the case of the SOFR Compounded Index, in each case rounded up or down, if necessary (with 0.00005 or, as the case may be, 0.000005 being rounded upwards);

“**SOFR Compounded Index**” means, in respect of any U.S. Government Securities Business Day, the SOFR index value for such U.S. Government Securities Business Day, as published by the Federal Reserve Bank of New York, as the administrator of SOFR (or any successor administrator of SOFR), as such index value appears on the website of the Federal Reserve Bank of New York (or any successor administrator of SOFR) or any successor source, at 3.00 p.m. (New York City time) on such U.S. Government Securities Business Day; and

“**SONIA Compounded Index**” means, in respect of any London Banking Day, the SONIA compounded index value for such London Banking Day, as published by authorised

distributors on the Relevant Screen Page in respect of such London Banking Day or, if the SONIA compounded index value for such London Banking Day cannot be obtained from such authorised distributors, as published by the Bank of England (or any successor administrator of SONIA) on the Bank of England's Interactive Statistical Database, or any successor source.

Provided that a Benchmark Event (as defined in Condition 5(j)) has not occurred in respect of SONIA or SOFR, as the case may be, if, with respect to any Interest Period, the relevant Compounded Index_{Start} and/or Compounded Index_{End} is not published by the relevant administrator or such other information service at the Relevant Time specified in the applicable Final Terms (or, if later, by the time falling one hour after the customary or scheduled time for publication thereof in accordance with the then-prevailing operational procedures of the relevant administrator) on the relevant Interest Determination Date, the Issuing and Paying Agent or the Calculation Agent, as applicable, shall calculate the Rate of Interest for that Interest Period in accordance with Condition 5(b)(iii)(B)(u) as if "Compounded Daily (Index Rate)" was not specified in the applicable Final Terms as being the Calculation Method. For these purposes, (1) the "Reference Rate" shall be deemed to be SONIA in the case of SONIA Compounded Index and SOFR in the case of SOFR Compounded Index, (2) the "Calculation Method" shall be deemed to be Compounded Daily (Formula Rate), (3) the "Observation Method" shall be deemed to be Observation Shift, (4) the "Observation Shift Period" shall be deemed to be "p" (as defined above in this Condition 5(b)(iii)(B)(v)), (5) "D" shall remain the same and (6) in the case of SONIA, the Relevant Screen Page will be determined by the Issuer in consultation with the Issuing and Paying Agent or the Calculation Agent, as applicable. If a Benchmark Event has occurred in respect of SONIA or SOFR, the provisions of Condition 5(j) or 5(k) (as applicable) shall apply *mutatis mutandis* in respect of this Condition 5(b)(iii)(B)(v).

- (w) Unless the Issuing and Paying Agent or the Calculation Agent, as applicable, has been notified of any Successor Rate or Alternative Rate (and any related Adjustment Spread and/or Benchmark Amendments) pursuant to Condition 5(j), where "SONIA" is specified as the relevant Reference Rate in the applicable Final Terms and either (1) the Calculation Method is specified in the applicable Final Terms as being "Compounded Daily (Formula Rate)", or (2) the Calculation Method is specified in the applicable Final Terms as being "Compounded Daily (Index Rate)" but Condition 5(b)(iii)(B)(u) applies, if, in respect of any London Banking Day, SONIA is not available on the Relevant Screen Page, or has not otherwise been published by the relevant authorised distributors, such Reference Rate shall be:
- (i) (1) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at 5.00 p.m. (London time) (or, if earlier, close of business) on the relevant London Banking Day; plus (2) the mean of the spread of SONIA to the Bank Rate over the previous five London Banking Days on which SONIA has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate; or
 - (ii) if such Bank Rate is not available, the SONIA rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding London Banking Day in respect of which the SONIA rate was

published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors),

and in each case, “r” shall be interpreted accordingly.

- (x) Unless the Issuing and Paying Agent or the Calculation Agent, as applicable, has been notified of any Benchmark Replacement pursuant to Condition 5(k), where “SOFR” is specified as the relevant Reference Rate in the applicable Final Terms and either (1) the Calculation Method is specified in the applicable Final Terms as being “Compounded Daily (Formula Rate)”, or (2) the Calculation Method is specified in the applicable Final Terms as being “Compounded Daily (Index Rate)” but Condition 5(b)(iii)(B)(u) applies, if, in respect of any U.S. Government Securities Business Day, SOFR is not available, such Reference Rate shall be the SOFR for the first preceding U.S. Government Securities Business Day in respect of which the SOFR was published by the Federal Reserve Bank of New York, as the administrator of SOFR (or any successor administrator of SOFR) on the website of the Federal Reserve Bank of New York (or any successor administrator of SOFR) or any successor source, and “r” shall be interpreted accordingly.
- (y) Unless the Issuing and Paying Agent or the Calculation Agent, as applicable, has been notified of any Successor Rate or Alternative Rate (and any related Adjustment Spread and/or Benchmark Amendments) pursuant to Condition 5(j), where “€STR” is specified as the relevant Reference Rate in the applicable Final Terms, if, in respect of any T2 Business Day, €STR is not available, such Reference Rate shall be the €STR for the first preceding T2 Business Day in respect of which €STR was published by the European Central Bank, as the administrator of €STR (or any successor administrator of €STR) on the website of the European Central Bank (or of any successor administrator of such rate), and “r” shall be interpreted accordingly.
- (z) In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions, but without prejudice to Condition 5(j), the Rate of Interest shall be:
 - (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin, Maximum Rate of Interest and/or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as the case may be) relating to the relevant Interest Period, in place of the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as applicable) relating to that last preceding Interest Period); or
 - (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Series of Notes for the first scheduled Interest Period had the Notes been in issue for a period equal in duration to the first scheduled Interest Period but ending on (and excluding) the Interest Commencement Date (applying the Margin and, if applicable, any Maximum Rate of Interest and/or Minimum Rate of Interest, applicable to the first scheduled Interest Period).

If the relevant Series of Notes becomes due and payable in accordance with Condition 10, the final Rate of Interest shall be calculated for the period from (and including) the previous Interest Payment Date to (but excluding) the date on which the Notes become so due and

payable, and such Rate of Interest shall continue to apply to the Notes for so long as interest continues to accrue thereon as provided in Condition 5(d) and the Trust Deed.

- (C) **Minimum Rate of Interest and/or Maximum Rate of Interest:** If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of Condition 5(b)(iii)(A) or 5(b)(iii)(B) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of Condition 5(b)(iii)(A) or 5(b)(iii)(B) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

- (D) **Determination of Rate of Interest and Calculation of Interest Amounts:** The Issuing and Paying Agent or the Calculation Agent, as applicable, will, at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Issuing and Paying Agent or the Calculation Agent, as applicable, will calculate the amount of interest (the “**Interest Amount**”) payable on the Floating Rate Notes in respect of each Interest Period.

Each Interest Amount shall be calculated by applying the Rate of Interest to:

- (i) in the case of Floating Rate Notes which are Registered Notes, the aggregate outstanding nominal amount of such Registered Notes; or
- (ii) in the case of Floating Rate Notes which are Bearer Notes, the Calculation Amount,

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

- (E) **Notification of Rate of Interest and Interest Amounts:**

- (x) Where the applicable Final Terms specifies “Term Rate” as the method of Screen Rate Determination, the Issuing and Paying Agent or the Calculation Agent, as applicable, will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer (by no later than the first day of each Interest Period) and notice thereof to be published in accordance with Condition 16 as soon as possible after their determination but in no event later than the fourth London Banking Day thereafter. Each Rate of Interest, Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the

Interest Period. Any such amendment will be promptly notified to each stock exchange or other relevant authority on which the relevant Floating Rate Notes are for the time being listed or by which they have been admitted to listing and to the Holders in accordance with Condition 16.

- (y) Where the applicable Final Terms specifies “Overnight Rate” as the method of Screen Rate Determination, the Issuing and Paying Agent or the Calculation Agent, as applicable, will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and any stock exchange or other relevant authority on which the relevant Floating Rate Notes are for the time being listed or by which they have been admitted to listing (by no later than the first day of each Interest Period) and notice thereof to be published in accordance with Condition 16 as soon as possible after their determination but in no event later than the second London Banking Day (as defined in Condition 5(b)(iii)(B)(u) above) thereafter. Each Rate of Interest, Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the relevant Interest Period. Any such amendment or alternative arrangements will promptly be notified to any stock exchange or other relevant authority on which the relevant Floating Rate Notes are for the time being listed or by which they have been admitted to listing and to the Holders in accordance with Condition 16.

(F) **Linear Interpolation:**

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

“**Applicable Maturity**” means: the period of time designated in the Reference Rate.

- (c) **Zero Coupon Notes:** Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 6(b)(i)).
- (d) **Accrual of Interest:** Interest shall cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (both before and after judgment) at the Rate of Interest in the manner provided in this Condition 5 to the Relevant Date (as defined in Condition 8).

- (e) **Margin, Maximum/Minimum Rates of Interest and Redemption Amounts and Rounding:**
- (i) If any Margin is specified in the applicable Final Terms (either (x) generally, or (y) in relation to one or more Interest Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Periods, in the case of (y), calculated in accordance with Condition 5(b) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin, subject always to the next paragraph.
 - (ii) If any Maximum Rate of Interest or Minimum Rate of Interest or Redemption Amount is specified in the applicable Final Terms, then any Rate of Interest or Redemption Amount shall be subject to such maximum or minimum, as the case may be.
 - (iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 of a percentage point being rounded up), (y) all figures shall be rounded to seven significant figures (provided that if the eighth significant figure is a 5 or greater, the seventh significant figure shall be rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with half a unit being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes, “unit” means the lowest amount of such currency that is available as legal tender in the country of such currency.
- (f) **Calculations:** The amount of interest payable per Calculation Amount in respect of any Note for any Interest Period shall be equal to the product of the Rate of Interest, the Calculation Amount specified in the applicable Final Terms, and the Day Count Fraction for such Interest Period, unless an Interest Amount (or a formula for its calculation) is applicable to such Interest Period, in which case the amount of interest payable per Calculation Amount in respect of such Note for such Interest Period shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period comprises two or more Interest Periods, the amount of interest payable per Calculation Amount in respect of such Interest Period shall be the sum of the Interest Amounts payable in respect of each of those Interest Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated.
- (g) **Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts and Change of Control Redemption Amounts:** The Calculation Agent, or the Issuing and Paying Agent, as applicable shall, as soon as practicable on each Interest Determination Date, or such other time on such date as the Calculation Agent or the Issuing and Paying Agent, as applicable may be required to calculate any rate or amount or make any determination or calculation, determine such rate and calculate the Interest Amounts for the relevant Interest Period, calculate the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Change of Control Redemption Amount or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Change of Control Redemption Amount to be notified to the Trustee, the Issuer, each of the Paying Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed and/or admitted to trading on a stock exchange and the rules

of such exchange or other relevant authority so require, such exchange or other relevant authority as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date is subject to adjustment pursuant to Condition 5(b)(ii), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Notes become due and payable under Condition 10, the accrued interest and the Rate of Interest payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made unless the Trustee otherwise requires. The determination of any rate or amount and the making of each determination or calculation by the Calculation Agent(s) or the Issuing and Paying Agent, as applicable shall (in the absence of manifest error) be final and binding upon all parties.

- (h) **Definitions:** In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

“**€STR**” means, in respect of any T2 Business Day, a reference rate equal to the daily euro short-term rate for such T2 Business Day, as provided by the European Central Bank, as the administrator of such rate (or any successor administrator of such rate), on the website of the European Central Bank (or any successor administrator of such rate) or any successor source, in each case, at the time specified by, or determined in accordance with, the applicable methodology, policies or guidelines of the administrator of such rate, on the T2 Business Day immediately following such T2 Business Day.

“**Business Day**”, unless otherwise defined, means:

- (i) in the case of a currency other than euro, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency; and/or
- (ii) in the case of euro, any day on which T2 is open for the settlement of payments in euro (a “**T2 Business Day**”); and/or
- (iii) in the case of a currency and/or one or more Business Centres, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Business Centre(s) or, if no currency is indicated, generally in each of the Business Centres.

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

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

- (iii) if “**Actual/365 (Sterling)**” is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365 or, in the case of an Interest Payment Date, falling in a leap year, 366;
- (iv) if “**Actual/360**” is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 360;
- (v) if “**30/360**”, “**360/360**” or “**Bond Basis**” is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

where:

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

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;

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

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

where:

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

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

“D₂” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D₂ will be 30;

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

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

where:

“Y₁” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y₂” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M₁” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M₂” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D₁” is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D₁ will be 30; and

“D₂” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D₂ will be 30; and

- (viii) if “**Actual/Actual-ICMA**” is specified in the applicable Final Terms:

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

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

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

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

where:

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

“Determination Date” means the date(s) specified as such in the applicable Final Terms or, if none is so specified, the Interest Payment Date(s).

“Interest Amount” means:

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

“Interest Commencement Date” means the Issue Date or such other date as may be specified in the applicable Final Terms.

“Interest Determination Date” means, with respect to a Rate of Interest and Interest Period, the date specified as such in the applicable Final Terms or, if none is so specified, the day falling two T2 Business Days prior to the first day of such Interest Period if the Specified Currency is euro.

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

“London Banking Day” means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London.

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

“Reference Rate” means the rate specified as such in the applicable Final Terms.

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

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

“SONIA” means, in respect of any London Banking Day, a reference rate equal to the daily Sterling Overnight Index Average rate for such London Banking Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors, in each case on the London Banking Day immediately following such London Banking Day.

“Specified Currency” means the currency specified as such in the applicable Final Terms or, if none is specified, the currency in which the Notes are denominated.

“**T2**” means the real time gross settlement system operated by the Eurosystem, or any successor system.

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

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

(j) **Benchmark Discontinuation:**

Where the Original Reference Rate is not SOFR, in addition and notwithstanding the terms set forth elsewhere in these Conditions, this Condition 5(j) shall apply.

(i) Independent Adviser

If a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 5(j)(ii)) and, in either case, an Adjustment Spread (if any) 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 bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Trustee, the Paying Agents, the Noteholders or the Couponholders for any determination made by it, pursuant to this Condition 5(j).

If (a) the Issuer is unable to appoint an Independent Adviser or (b) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 5(j)(i) prior to the date which is 10 business days prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest

Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period shall be substituted in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, the first paragraph of this Condition 5(j)(i).

(ii) Successor Rate or Alternative Rate

If the Independent Adviser determines (in consultation with the Issuer) that:

- (a) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread (if any) shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5(j)); or
- (b) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and the applicable Adjustment Spread (if any) shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5(j)).

(iii) Adjustment Spread

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

(iv) Benchmark Amendments

If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread (if any) is determined in accordance with this Condition 5(j) and the Independent Adviser determines (a) that amendments to these Conditions, the Agency Agreement and/or the Trust Deed are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and/or (in either case) the applicable Adjustment Spread (such amendments, the “**Benchmark Amendments**”) and (b) 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 Noteholders, vary these Conditions, the 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 of a certificate signed by two Authorised Signatories of the Issuer pursuant to Condition 5(j)(v), the Trustee shall (at the expense of the Issuer), without any requirement for the consent or approval of the Noteholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including, *inter alia*, by the execution of a deed supplemental to or amending the Trust Deed), provided that the Trustee shall not be obliged so 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 Agency Agreement or the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) in any way.

Notwithstanding any other provision of this Condition 5(j), the Calculation Agent or any Paying Agent is not obliged to concur with the Issuer or the Independent Adviser in respect of any changes or amendments as contemplated under this Condition 5(j) to which, in the sole opinion of the Calculation Agent or the relevant Paying Agent, as the case may be, 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 Calculation Agent or the relevant Paying Agent (as applicable) in the Agency Agreement and/or these Conditions.

In connection with any such variation in accordance with this Condition 5(j)(iv), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(v) Notices, etc.

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments determined under this Condition 5(j) will be notified at least 10 business days prior to the relevant Interest Determination Date by the Issuer to the Trustee, the Calculation Agent, the Paying Agents and, in accordance with Condition 16, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Noteholders of the same, the Issuer shall deliver to the Trustee, the Calculation Agent and the Paying Agents a certificate signed by two Authorised Signatories 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) the specific terms of the Benchmark Amendments (if any), 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 or Alternative Rate and (in either case) the applicable Adjustment Spread (if any).

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

Notwithstanding any other provision of this Condition 5(j), if following the determination of any Successor Rate, Alternative Rate, Adjustment Spread or Benchmark Amendments (if any), in the Calculation Agent's or the Issuing and Paying Agent's opinion, as applicable there is any uncertainty between two or more alternative courses of action in making any determination or calculation under this Condition 5(j), the Calculation Agent or the Issuing and Paying Agent, as applicable shall promptly notify the Issuer thereof and the Issuer shall direct the Calculation Agent or the Issuing and Paying Agent, as applicable in writing as to

which alternative course of action to adopt. If the Calculation Agent or the Issuing and Paying Agent, as applicable is not promptly provided with such direction, or is otherwise unable (other than due to its own gross negligence, wilful default or fraud) to make such calculation or determination for any reason, it shall notify the Issuer thereof and the Calculation Agent or the Issuing and Paying Agent, as applicable shall be under no obligation to make such calculation or determination and (in the absence of such gross negligence, wilful default or fraud) shall not incur any liability for not doing so.

(vi) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Conditions 5(j)(i), (ii), (iii) and (iv), the Original Reference Rate and the fallback provisions provided for in Condition 5(b)(iii)(B) will continue to apply unless and until a Benchmark Event has occurred.

(vii) Definitions:

As used in this Condition 5(j):

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

- (a) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate);
- (b) the Independent Adviser determines, is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or (if the Independent Adviser determines that no such spread is customarily applied)
- (c) the Independent Adviser determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be).

“**Alternative Rate**” means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 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 Specified Currency as the Notes.

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

“**Benchmark Event**” means:

- (a) the Original Reference Rate ceasing to be published for a period of at least five Business Days or ceasing to exist; or
- (b) a public statement by the administrator of the Original Reference Rate that it has ceased or that it will cease publishing the Original Reference Rate permanently or

indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

- (c) a public statement by the supervisor of the administrator of the Original Reference Rate, that the Original Reference Rate has been or will be permanently or indefinitely discontinued; or
- (d) a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally, or in respect of the Notes; or
- (e) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is or will be (or is or will be deemed by such supervisor to be) no longer representative of its relevant underlying market; or
- (f) it has become unlawful for any Paying Agent, the Calculation Agent, the Issuer or other party to calculate any payments due to be made to any Noteholder using the Original Reference Rate,

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

The occurrence of a Benchmark Event shall be determined by the Issuer and promptly notified to the Trustee, the Calculation Agent and the Paying Agents. For the avoidance of doubt, neither the Trustee, the Calculation Agent nor the Paying Agents shall have any responsibility for making such determination.

“**business day**” means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the Calculation Agent or the Issuing and Paying Agent, as applicable.

“**Independent Adviser**” means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer under Condition 5(j)(i).

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

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

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

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

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

(k) **Benchmark Discontinuation - SOFR**

Where the Original Reference Rate is SOFR, in addition and notwithstanding the terms set forth elsewhere in these Conditions, this Condition 5(k) shall apply.

(i) **Benchmark Replacement**

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

(ii) **Benchmark Replacement Conforming Changes**

In connection with the implementation of a Benchmark Replacement, the Issuer or its designee will have the right to make Benchmark Replacement Conforming Changes from time to time. For the avoidance of doubt, the Trustee shall, at the direction and expense of the Issuer, effect such consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as may be required to give effect to this Condition 5(k). Noteholders' consent shall not be required in connection with effecting any such changes, including the execution of any documents or any steps to be taken by the Trustee (if required). Further, none of the Trustee, the Calculation Agent, the Paying Agents, the Registrars or the Transfer Agents shall be responsible or liable for any determinations, decisions or elections made by the Issuer or its designee with respect to any Benchmark Replacement or any other changes and shall be entitled to rely conclusively on any certifications provided to each of them in this regard.

(iii) **Decisions and Determinations**

Any determination, decision or election that may be made by the Issuer or its designee pursuant to this Condition 5(k), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error, will be made in the sole discretion of the Issuer or its designee, as applicable, and notwithstanding anything to the contrary in the documentation relating to the Notes, shall become effective without consent from the Noteholders or any other party.

(iv) **Definitions**

As used in this Condition 5(k):

“Benchmark” means, initially, SOFR; provided that if the Issuer or its designee determines on or prior to the Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to SOFR or the then-current Benchmark (including any daily published component used in the calculation thereof), then “Benchmark” means the applicable Benchmark Replacement;

“Benchmark Replacement” means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

- (a) the sum of: (i) the alternate reference rate that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark (including any daily published component used in the calculation thereof); and (ii) the Benchmark Replacement Adjustment;
- (b) the sum of: (i) the ISDA Fallback Rate; and (ii) the Benchmark Replacement Adjustment; or
- (c) the sum of: (i) the alternate reference rate that has been selected by the Issuer or its designee as the replacement for the then-current Benchmark (including any daily published component used in the calculation thereof) giving due consideration to any industry-accepted reference rate as a replacement for the then-current Benchmark (including any daily published component used in the calculation thereof) for U.S. dollar-denominated floating rate notes at such time; and (ii) the Benchmark Replacement Adjustment;

“Benchmark Replacement Adjustment” means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

- (a) the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (b) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or
- (c) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the issuer or its designee giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark (including any daily published component used in the calculation thereof) with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time;

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the Issuer or its designee decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer or its designee decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer or its designee determines that no market practice

for use of the Benchmark Replacement exists, in such other manner as the issuer or its designee determines is reasonably necessary);

“**Benchmark Replacement Date**” means the earliest to occur of the following events with respect to the then-current Benchmark (including any daily published component used in the calculation thereof):

- (a) in the case of sub-paragraph (a) or (b) of the definition of “**Benchmark Transition Event**”, the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or
- (b) in the case of sub-paragraph (c) of the definition of “**Benchmark Transition Event**”, the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event that gives rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination;

“**Benchmark Transition Event**” means the occurrence of one or more of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

- (a) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component);
- (b) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or
- (c) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative;

“**designee**” means a designee as selected and separately appointed by the Issuer in writing;

“**ISDA Definitions**” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time;

“**ISDA Fallback Adjustment**” means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark;

“**ISDA Fallback Rate**” means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark (including any daily published component used in the calculation thereof) for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

“**Reference Time**” with respect to any determination of the Benchmark means (1) if the Benchmark is SOFR, the SOFR Determination Time, and (2) if the Benchmark is not SOFR, the time determined by the Issuer or its designee after giving effect to the Benchmark Replacement Conforming Changes;

“**Relevant Governmental Body**” means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto; and

“**Unadjusted Benchmark Replacement**” means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

6. Redemption and Purchase

(a) Final Redemption:

Unless previously redeemed, purchased and cancelled as provided below, each Note shall be finally redeemed on the Maturity Date specified in the applicable Final Terms at its Final Redemption Amount (which, unless otherwise provided in the applicable Final Terms, is its nominal amount).

(b) Early Redemption:

(i) *Zero Coupon Notes:*

(A) The Early Redemption Amount payable in respect of any Zero Coupon Note, upon redemption of such Note pursuant to Condition 6(c), Condition 6(d), Condition 6(e), Condition 6(f), Condition 6(g) or Condition 6(h) or upon it becoming due and payable as provided in Condition 10 shall be the Amortised Face Amount (calculated as provided below) of such Note unless otherwise specified in the applicable Final Terms.

(B) Subject to the provisions of sub-paragraph (C) below, the Amortised Face Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is specified in the applicable Final Terms, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.

(C) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 6(c), Condition 6(d), Condition 6(e), Condition 6(f), Condition 6(g) or Condition 6(h) or upon it becoming due and payable as provided in Condition 10 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in sub-paragraph (B) above,

except that such sub-paragraph shall have effect as though the date on which the Note becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall continue to be made (both before and after judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 5(c).

Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction specified in the applicable Final Terms.

- (ii) *Other Notes:* The Early Redemption Amount payable in respect of any Note (other than Notes described in paragraph (i) above), upon redemption of such Note pursuant to Condition 6(c), Condition 6(d), Condition 6(e), Condition 6(f), Condition 6(g) or Condition 6(h) or upon it becoming due and payable as provided in Condition 10, shall be the Final Redemption Amount unless otherwise specified in the applicable Final Terms.
- (c) **Redemption for Taxation Reasons:** The Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date (if this Note is a Floating Rate Note) or at any time (if this Note is not a Floating Rate Note), on giving not less than 15 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable) at their Early Redemption Amount (as described in Condition 6(b) above) (together with interest accrued to the date fixed for redemption), if:
 - (i) the Issuer has or will on the occasion of the next payment due under the Notes become obliged to pay additional amounts as described under Condition 8 as a result of any change in, or amendment to, the laws or regulations of the United Kingdom or any political subdivision, any authority or agency thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes, and
 - (ii) such obligation is continuing and cannot be avoided by the Issuer taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

Prior to the publication of any notice of redemption pursuant to this Condition 6(c), the Issuer shall deliver to the Trustee a certificate signed by two Authorised Signatories of the Issuer stating that the obligation referred to in paragraph (i) above cannot be avoided by the Issuer taking reasonable measures available to it and the Trustee shall be entitled to accept and rely on such certificate without liability to any person and without further enquiry as sufficient evidence of the satisfaction of the condition precedent set out in paragraph (ii) above, in which event it shall be conclusive and binding on Noteholders and Couponholders.
- (d) **Redemption at the Option of the Issuer (Call Option):**
 - (i) If Issuer Call Option is specified in the applicable Final Terms, the Issuer may, on giving not less than 15 nor more than 45 days' notice (which notice shall be irrevocable other than in the circumstances set out below) to the Noteholders (or such other notice period as may be specified in the applicable Final Terms) redeem all or, if so provided, some of the Notes

on any Optional Redemption Date (provided that if the Issuer Maturity Par Call is specified in the applicable Final Terms, such Optional Redemption Date must be before the Par Call Period Commencement Date). Any such redemption of Notes shall be at their Optional Redemption Amount specified in the applicable Final Terms (which may be the Early Redemption Amount (as described in Condition 6(b) above)), together with interest accrued to (but excluding) the relevant Optional Redemption Date.

(ii) If Make-Whole Call is specified in the applicable Final Terms and Spens Amount or Make-Whole Amount is specified in the applicable Final Terms, the Optional Redemption Amount per Note shall be equal to:

(a) if Spens Amount is specified in the applicable Final Terms, the higher of (i) the nominal amount of the Note and (ii) the nominal amount of the Note multiplied by the price (as reported in writing to the Issuer by the Determination Agent) expressed as a percentage (rounded to four decimal places, 0.00005 being rounded upwards) at which the Gross Redemption Yield on the Notes on the Determination Date specified in the applicable Final Terms (assuming for this purpose the Notes are to be redeemed at their nominal amount on the Spens Call Reference Date) is equal to the Gross Redemption Yield at the Quotation Time specified in the applicable Final Terms on the Determination Date of the Reference Bond plus any applicable Redemption Margin specified in the applicable Final Terms; and

(b) if Make-Whole Amount is specified in the applicable Final Terms, the higher of (i) the nominal amount of the Note and (ii) the sum of the then present values of the remaining scheduled payments of principal and Remaining Term Interest (assuming for this purpose the Notes are to be redeemed at their nominal amount on the Make-Whole Reference Date), in each case discounted to the relevant Optional Redemption Date on either an annual or a semi-annual basis as specified in the applicable Final Terms (based on the Day Count Fraction specified in the applicable Final Terms) at the Reference Dealer Rate plus any applicable Redemption Margin specified in the applicable Final Terms less an amount equal to interest accrued to (but excluding) the relevant Optional Redemption Date, all as determined by the Determination Agent,

in each case together with interest accrued to (but excluding) the relevant Optional Redemption Date.

Where the Optional Redemption Amount is Spens Amount or Make-whole Amount, any such notice of redemption may, at the Issuer's discretion, be subject to one or more conditions precedent, in which case such notice shall state that, in the Issuer's discretion, the Optional Redemption Date may be delayed until such time as any or all such conditions shall be satisfied (or waived by the Issuer in its sole discretion), or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied (or waived by the Issuer in its sole discretion) by the Optional Redemption Date, or by the Optional Redemption Date so delayed.

Any such redemption must relate to Notes of a nominal amount at least equal to the Minimum Redemption Amount to be redeemed specified in the applicable Final Terms and no greater than the Maximum Redemption Amount to be redeemed specified in the applicable Final Terms. Any notice of redemption given under Condition 6(c) or Condition 6(f) will override any notice of redemption given (whether previously, on the same date or subsequently) under this Condition 6(d).

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition.

In the case of a partial redemption the notice to Noteholders shall also contain the certificate numbers of the Bearer Notes, or in the case of Registered Notes shall specify the nominal amount of Registered Notes drawn and the holder(s) of such Registered Notes, to be redeemed, which shall have been drawn in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws and stock exchange or other relevant authority requirements.

In this Condition:

“Determination Agent” means an investment banking, accountancy, appraisal or financial advisory firm with international standing that has (in the reasonable opinion of the Issuer) appropriate expertise relevant to the determination required to be made under this Condition 6(d) selected by the Issuer.

“Gross Redemption Yield” means, with respect to a security, the yield expressed as a percentage and calculated by the Determination Agent on the basis set out by the United Kingdom Debt Management Office in the paper “Formulae for Calculating Gilt Prices from Yields” page 4, Section One: Price/Yield Formulae “Conventional Gilts”; “Double-dated and Undated Gilts with Assumed (or Actual) Redemption on a Quasi-Coupon Date” (published on 8 June 1998 and updated on 15 January 2002 and as further updated or amended from time to time) on a semi-annual compounding basis (converted on an annualised yield and rounded up (if necessary) to four decimal places) or, if such formula does not reflect generally accepted market practice at the time of redemption, a gross redemption yield calculated in accordance with generally accepted market practice at such time as determined by the Determination Agent.

“Make-Whole Reference Date” or **“Spens Call Reference Date”** means the earliest of (i) the Maturity Date, (ii) the Par Call Period Commencement Date (if applicable) and (iii) such other date (if any) specified as such in the applicable Final Terms.

“Reference Bond” means the government security specified in the applicable Final Terms, or (if such security is no longer in issue or, in the determination of the Determination Agent, with the advice of the Reference Dealers, is no longer appropriate by reason of illiquidity or otherwise), such other government security with a maturity date as near as possible to the Make-Whole Reference Date or the Spens Call Reference Date, as applicable, as the Determination Agent may, with the advice of the Reference Dealers, determine to be appropriate by way of substitution for the original Reference Bond.

“Reference Dealers” means each of five banks selected by the Issuer which are (i) a primary government securities dealer, or (ii) a market maker in pricing corporate bond issues.

“Reference Dealer Rate” means, with respect to the Reference Dealers and any Optional Redemption Date, the average of the five quotations of the mid-market annual yield to maturity of the Reference Bond specified in the applicable Final Terms at the Quotation Time specified in the applicable Final Terms on the Determination Date specified in the applicable Final Terms and quoted in writing to the Determination Agent by the Reference Dealers.

“Remaining Term Interest” means, with respect to any Note, the aggregate amount of scheduled payment(s) of interest on such Note for the remaining term to the Make-Whole Reference Date determined on the basis of the rate of interest applicable to such Note from and including the relevant Optional Redemption Date.

- (e) **Redemption at the Option of the Issuer (Issuer Maturity Par Call):** If Issuer Maturity Par Call is specified in the applicable Final Terms, the Issuer may, on giving not less than 15 nor more than 45 days' irrevocable notice to the Noteholders (or such other notice period as may be specified in the applicable Final Terms), redeem all or, if so provided, some of the Notes at any time during the period commencing on (and including) the day that is 90 days (or such other period as may be specified in the applicable Final Terms) prior to the Maturity Date (the "**Par Call Period Commencement Date**") to (but excluding) the Maturity Date, at the Final Redemption Amount specified in the applicable Final Terms together with interest accrued (if any) to (but excluding) the date fixed for redemption.

In the case of a partial redemption, the notice to Noteholders shall also contain the certificate numbers of the Bearer Notes, or in the case of Registered Notes shall specify the nominal amount of Registered Notes drawn and the holder(s) of such Registered Notes, to be redeemed, which shall have been drawn in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws and stock exchange or other relevant authority requirements.

- (f) **Redemption at the Option of the Issuer (Clean-up Call):** If Clean-up Call is specified in the applicable Final Terms, the Issuer may, if the Clean-up Call Threshold (which will be 75 per cent. unless specified otherwise) specified in the applicable Final Terms or more in nominal amount of the Notes issued have been redeemed or purchased pursuant to the operation of (unless otherwise specified in the applicable Final Terms) any of Condition 6(d) (other than as a direct result of a redemption of some, but not all, of the Notes at the Spens Amount or Make-Whole Amount, as the case may be); and/or Condition 6(e) and/or Condition 6(g) and/or Condition 6(h), on giving not less than 15 nor more than 45 days' irrevocable notice to Noteholders (or such other notice period as may be specified in the applicable Final Terms), redeem or purchase (or procure the purchase of) all but not some only of the remaining outstanding Notes at their Early Redemption Amount together with interest accrued to (but excluding) the date fixed for such redemption or purchase.

- (g) **Redemption at the Option of Noteholders (Put Option):** If Put Option is specified in the applicable Final Terms, (unless prior to the giving of the relevant Exercise Notice (as defined below), the Issuer has given notice of redemption under Condition 6(c), Condition 6(d), Condition 6(e) or Condition 6(f) above), the Issuer shall, at the option of the holder of any such Note, upon the holder of such Note giving not less than 15 nor more than 45 days' notice to the Issuer (or such other notice period as may be specified in the applicable Final Terms) redeem such Note on the Optional Redemption Date(s) at its Optional Redemption Amount specified in the applicable Final Terms (which may be the Early Redemption Amount (as described in Condition 6(b) above)), together with interest accrued to (but excluding) the date fixed for redemption.

To exercise such option, the holder must deposit (in the case of Bearer Notes) such Note (together with all unmatured Coupons and unexchanged Talons) with any Paying Agent or (in the case of Registered Notes) the Certificate representing such Note(s) with the Registrar or any Transfer Agent at its specified office, together with a duly completed option exercise notice ("**Exercise Notice**") in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent (as applicable) within the notice period. No Note or Certificate so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

- (h) **Redemption at the Option of Noteholders (Change of Control Put Option):** If Change of Control Put Option is specified in the applicable Final Terms and if at any time while any Note remains outstanding a Change of Control Put Event occurs, the holder of any such Note will have the option (a "**Change of Control Put Option**") (unless prior to the giving of the relevant Change

of Control Put Event Notice (as defined below), the Issuer has given notice of redemption under Condition 6(c), Condition 6(d), Condition 6(e) or Condition 6(f) above) to require the Issuer to redeem or, at the Issuer's option, purchase (or procure the purchase of) that Note on the Change of Control Put Date (as defined below) at the Change of Control Redemption Amount specified in the applicable Final Terms together with (or, where purchased, together with an amount equal to) interest accrued to (but excluding) the Change of Control Put Date.

A “**Change of Control Put Event**” will be deemed to occur if:

- (i) any person or any persons acting in concert (as defined in the City Code on Takeovers and Mergers), other than a holding company (as defined in Section 1159 of the Companies Act 2006 as amended) whose shareholders are or are to be substantially similar to the pre-existing shareholders of the Issuer, shall become interested (within the meaning of Part 22 of the Companies Act 2006 as amended) in (A) more than 50 per cent. of the issued or allotted ordinary share capital of the Issuer or (B) shares in the capital of the Issuer carrying more than 50 per cent. of the voting rights normally exercisable at a general meeting of the Issuer (each such event being, a “**Change of Control**”); and
- (ii) on the date (the “**Relevant Announcement Date**”) that is the earlier of (1) the date of the first public announcement of the relevant Change of Control and (2) the date of the earliest Relevant Potential Change of Control Announcement (if any), the Notes carry:
 - (a) an investment grade credit rating (Baa3/BBB-, or their respective equivalents, or better), from any Rating Agency whether provided by such Rating Agency at the invitation of the Issuer or by its own volition and such rating is, within the Change of Control Period, either downgraded to a non-investment grade credit rating (Ba1/BB+, or their respective equivalents, or worse) (a “**Non-Investment Grade Rating**”) or withdrawn and is not, within the Change of Control Period, subsequently (in the case of a downgrade) upgraded to an investment grade credit rating by such Rating Agency; or
 - (b) a Non-Investment Grade Rating from any Rating Agency whether provided by such Rating Agency at the invitation of the Issuer or by its own volition and such rating is, within the Change of Control Period, either downgraded by one or more rating categories (from Ba1 to Ba2 or such similar lowering) or withdrawn and is not, within the Change of Control Period, subsequently (in the case of a downgrade) upgraded to its earlier credit rating or better by such Rating Agency; or
 - (c) no credit rating and a Negative Rating Event also occurs within the Change of Control Period,provided that if at the time of the occurrence of the Change of Control the Notes carry a credit rating from more than one Rating Agency, at least one of which is investment grade, then sub-paragraph (a) will apply; and
- (iii) in making any decision to downgrade or withdraw a credit rating pursuant to paragraphs (a) and (b) above or not to award a credit rating of at least investment grade as described in paragraph (ii) of the definition of Negative Rating Event, the relevant Rating Agency announces publicly or confirms in writing to the Issuer 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.

Promptly upon the Issuer becoming aware that a Change of Control Put Event has occurred, the Issuer shall, and at any time upon the Trustee becoming similarly so aware the Trustee may, and if so requested by the holders of at least one-fifth in nominal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution of the Noteholders shall, (subject in each case to the Trustee being indemnified and/or secured to its satisfaction) give notice (a “**Change of Control Put Event Notice**”) to the Noteholders in accordance with Condition 16 specifying the nature of the Change of Control Put Event and the procedure for exercising the Change of Control Put Option.

The Change of Control Put Event Notice shall specify the Change of Control Put Date (which will be a Business Day) and include instructions about the actions that a Noteholder needs to take if it wants Notes held by it to be redeemed, or at the Issuer's option, purchased. If a Noteholder has so requested, and acted in accordance with the instructions in the Change of Control Put Event Notice, the Issuer shall, or shall procure that the relevant Notes shall be redeemed or purchased, as applicable, by the Issuer or a person designated by the Issuer and the amount payable to a Noteholder shall fall due on the redemption date or purchase date, as applicable, specified in the Change of Control Put Event Notice (the “**Change of Control Put Date**”). The Change of Control Put Date must fall no earlier than 30 Business Days and no later than 45 Business Days after the date of the Change of Control Put Event Notice.

To exercise such option the holder must deposit (in the case of Bearer Notes) such Note (together with all unmatured Coupons and unexchanged Talons) with any Paying Agent or (in the case of Registered Notes) the Certificate representing such Note(s) with the Registrar or any Transfer Agent at its specified office, together with a duly signed and completed notice of exercise in the form (for the time being current) obtainable from the specified office of any Paying Agent (a “**Change of Control Put Notice**”) within the period (the “**Change of Control Put Period**”) of 30 days after a Change of Control Put Event Notice is given. No Note or Certificate so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

The Issuer shall redeem or purchase (or procure the purchase of) the relevant Notes on the Change of Control Put Date unless previously redeemed (or purchased) and cancelled.

Without prejudice to Condition 6(f), if 80 per cent. or more in nominal amount of the Notes outstanding as at the date of the relevant Change of Control Put Event Notice have been redeemed or purchased pursuant to this Condition 6(h), the Issuer may, on giving not less than 15 nor more than 45 days' notice to the Noteholders (such notice being given within 15 days after the Change of Control Put Date), redeem or purchase (or procure the purchase of), at its option, all but not some only of the remaining outstanding Notes at their nominal amount, together with interest accrued to (but excluding) the date fixed for such redemption or purchase.

If the rating designations employed by any of Moody's or S&P are changed from those which are described in paragraph (ii) of the definition of “Change of Control Put Event” above, or if a rating is procured from a Substitute Rating Agency, the Issuer shall determine, with the agreement of the Trustee, 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 Condition 6(h) shall be construed accordingly.

The Trustee is under no obligation to ascertain whether a Change of Control Put Event or Change of Control or Negative Rating Event or any event which could lead to the occurrence of or could constitute a Change of Control Put Event or Change of Control or Negative Rating Event has

occurred, or to seek any confirmation from any Rating Agency pursuant to paragraph (iii) above or pursuant to the definition of Negative Rating Event below, and, until it shall have actual knowledge or notice pursuant to the Trust Deed to the contrary, the Trustee may assume that no Change of Control Put Event or Change of Control or other such event has occurred.

In this Condition 6(h):

“**Change of Control Period**” means the period commencing on the Relevant Announcement Date and ending 90 days after the Change of Control (or such longer period for which the Notes are under consideration (such consideration having been announced publicly within the period ending 90 days after the Change of Control) for rating review or, as the case may be, rating by a Rating Agency, such period not to exceed 60 days after the public announcement of such consideration);

a “**Negative Rating Event**” shall be deemed to have occurred if at such time as there is no rating assigned to the Notes by a Rating Agency (i) the Issuer 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 Notes, or any other unsecured and unsubordinated debt of the Issuer or (ii) if the Issuer does so seek and use such endeavours, it is unable to obtain such a rating of at least investment grade by the end of the Change of Control Period;

“**Rating Agency**” means Moody’s Investors Service Limited (“**Moody’s**”) or S&P Global Ratings UK Limited (“**S&P**”) or any of their respective affiliates or successors or any rating agency (a “**Substitute Rating Agency**”) substituted for any of them by the Issuer from time to time with the prior written approval of the Trustee (such approval not to be unreasonably withheld or delayed, having regard to the interests of Noteholders); and

“**Relevant Potential Change of Control Announcement**” means any public announcement or statement by the Issuer, any actual or potential bidder or any adviser acting on behalf of any actual or potential bidder relating to any potential Change of Control where, within 180 days following the date of such announcement or statement, a Change of Control occurs.

- (i) **Purchases:** The Issuer and its Subsidiaries may at any time purchase Notes (provided that all unmatured Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price.
- (j) **Cancellation:** All Notes purchased by or on behalf of the Issuer or any of its Subsidiaries may be surrendered for cancellation, in the case of Bearer Notes, by surrendering each such Note together with all unmatured Coupons and all unexchanged Talons to the Issuing and Paying Agent and, in the case of Registered Notes, by surrendering the Certificate representing such Notes to the Registrar and, in each case, if so surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all unmatured Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

7. Payments and Talons

- (a) **Bearer Notes:** Payments of principal and interest in respect of Bearer Notes shall, subject as mentioned below, be made against presentation and surrender of the Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 7(f)(v)) or Coupons (in the case of interest, save as specified in Condition 7(f)(ii)), as the case may be, at the specified office of any Paying Agent outside the United States by transfer to an account denominated in the relevant

currency with a Bank. “**Bank**” means a bank in the principal financial centre for such currency or, in the case of euro, in a city in which banks have access to T2.

(b) **Registered Notes:**

- (i) Payments of principal in respect of Registered Notes shall be made against presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in paragraph (ii) below.
- (ii) Interest on Registered Notes shall be paid to the person shown on the Register at the close of business on the fifteenth day before the due date for payment thereof (the “**Record Date**”). Payments of interest on each Registered Note shall be made in the relevant currency by transfer to an account in the relevant currency maintained by the payee with a Bank.

(c) **Payments in the United States:** Notwithstanding the foregoing, if any Bearer Notes are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.

(d) **Payments subject to Laws:** Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 8 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the “**Code**”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 8) any law implementing an intergovernmental approach thereto.

(e) **Appointment of Agents:** The Issuing and Paying Agent, the Paying Agents, the Registrar, the Transfer Agents and the Calculation Agent initially appointed by the Issuer and their respective specified offices are listed below. The Issuing and Paying Agent, the Paying Agents, the Registrar, the Transfer Agents and the Calculation Agent act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Noteholder or Couponholder. The Issuer reserves the right at any time with the approval of the Trustee to vary or terminate the appointment of the Issuing and Paying Agent, any other Paying Agent, the Registrar, any Transfer Agent or the Calculation Agent(s) and to appoint additional or other Paying Agents or Transfer Agents, provided that the Issuer shall at all times maintain (i) an Issuing and Paying Agent, (ii) a Registrar in relation to Registered Notes, (iii) a Transfer Agent in relation to Registered Notes, (iv) one or more Calculation Agent(s) where the Conditions so require and (v) such other agents as may be required by any other stock exchange on which the Notes may be listed and/or admitted to trading in each case, as approved by the Trustee.

In addition, the Issuer shall forthwith appoint a Paying Agent in New York City in respect of any Bearer Notes denominated in U.S. dollars in the circumstances described in paragraph (c) above.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders.

(f) **Unmatured Coupons and unexchanged Talons:**

- (i) Upon the due date for redemption of Bearer Notes which comprise Fixed Rate Notes, such Notes should be surrendered for payment together with all unmatured Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmatured Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 9).
 - (ii) Upon the due date for redemption of any Bearer Note comprising a Floating Rate Note, unmatured Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.
 - (iii) Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
 - (iv) Where any Bearer Note that provides that the relative unmatured Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unmatured Coupons, and where any Bearer Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.
 - (v) If the due date for redemption of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Note or Certificate representing it, as the case may be. Interest accrued on a Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Note or Certificate representing it, as the case may be.
- (g) **Talons:** On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Issuing and Paying Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 9).
- (h) **Non-Business Days:** If any date for payment in respect of any Note or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph, “**business day**” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the relevant place of presentation, in such jurisdictions as shall be specified as “**Financial Centres**” in the applicable Final Terms and:
- (i) (in the case of a payment in a currency other than euro) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency; or
 - (ii) (in the case of a payment in euro) which is a T2 Business Day.

8. Taxation

All payments of principal and interest by or on behalf of the Issuer in respect of the Notes and the Coupons shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature (“**Taxes**”) imposed, levied, collected, withheld or assessed by or on behalf of the United Kingdom or any political subdivision or any authority or agency thereof or therein having power to tax, unless the withholding or deduction of the Taxes is required by law. In that event, the Issuer shall pay such additional amounts as shall result in receipt by the Noteholders and Couponholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Note or Coupon:

- (a) **Other connection:** to, or to a third party on behalf of, a holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of such holder having some connection with the United Kingdom other than the mere holding of the Note or Coupon or
- (b) **Presentation more than 30 days after the Relevant Date:** presented (or in respect of which the Certificate representing it is presented) for payment more than 30 days after the Relevant Date except to the extent that the holder of it would have been entitled to such additional amounts on presenting it for payment on the thirtieth day.

Notwithstanding any other provision contained herein or in the Trust Deed, any amounts to be paid by the Issuer on the Notes or the Coupons will be paid net of any deduction or withholding imposed or required pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (or any law implementing such an intergovernmental agreement) (a “**FATCA Withholding Tax**”), and neither the Issuer nor any other person will be required to pay additional amounts on account of any FATCA Withholding Tax.

As used in these Conditions, “**Relevant Date**” in respect of any Note or Coupon means the date on which payment in respect of it first becomes due or (if the full amount of the money payable has not been duly paid on or prior to such due date) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note (or relative Certificate) or Coupon being made in accordance with the Conditions, such payment in full will be made, provided that payment is in fact made upon such presentation.

References in these Conditions to (i) “**principal**” shall be deemed to include any premium payable in respect of the Notes, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Change of Control Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 6 or any amendment or supplement to it, (ii) “**interest**” shall be deemed to include all Interest Amounts and all other amounts in the nature of interest payable pursuant to Condition 5 or any amendment or supplement to it and (iii) “**principal**” and/or “**interest**” shall be deemed to include any additional amounts that may be payable under this Condition or any similar undertaking given in addition to or in substitution for it under the Trust Deed.

9. Prescription

Claims against the Issuer for payment in respect of the Notes and Coupons (which, for this purpose, shall not include Talons) shall be prescribed and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date in respect of them.

10. Events of Default

If any of the following events (“**Events of Default**”) occurs and is continuing, the Trustee at its discretion may, and if so requested by holders of at least one-fifth in nominal amount of the Notes 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, give notice to the Issuer that the Notes are, and they shall immediately become, due and payable at their Early Redemption Amount together (if applicable) with accrued interest:

- (a) **Non-Payment:** default is made (i) for more than 7 days in the payment of all or any part of the principal or (ii) for more than 30 days in the payment of any interest, on the due date of interest or principal in respect of any of the Notes; or
- (b) **Breach of Other Obligations:** the Issuer does not perform or comply with any one or more of its other obligations in the Notes or the Trust Deed which default is incapable of remedy or, if in the opinion of the Trustee capable of remedy, is not in the opinion of the Trustee remedied within 90 days (or such longer period as the Trustee may in its absolute discretion permit) after notice of such default shall have been given to the Issuer by the Trustee; or
- (c) **Cross-Default:** (i) any other present or future indebtedness of the Issuer or any of its Material Subsidiaries for or in respect of moneys borrowed or raised becomes (or becomes capable of being declared) due and payable prior to its stated maturity by reason of any actual or potential default, event of default or the like (howsoever described), or (ii) any such indebtedness is not paid when due or, as the case may be, within any originally applicable grace period, or (iii) the Issuer or any of its Material Subsidiaries fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised, provided that (x) no cross-default will occur if the relevant indebtedness is of any person acquired by the Issuer or one of its Subsidiaries and such indebtedness was incurred prior to such acquisition (and not in contemplation of such acquisition), and the event of default in respect thereof is no longer continuing one month following completion of the acquisition and (y) the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in this paragraph (c) have occurred equals or exceeds U.S.\$50,000,000 or its equivalent in any other currency; or
- (d) **Enforcement Proceedings:** a distress, attachment, execution or other legal process is levied, enforced or sued out on or against any part of the property, assets or revenues of the Issuer or any of its Material Subsidiaries and is not discharged or stayed within 60 days (or such longer period as the Trustee may in its absolute discretion permit); or
- (e) **Security Enforced:** any mortgage, charge, pledge, lien or other encumbrance, present or future, created or assumed by the Issuer or any of its Material Subsidiaries becomes enforceable and any step is taken to enforce it (including the taking of possession or the appointment of a receiver, administrative receiver, administrator manager or other similar person) and, in any of the foregoing cases, it has not been discharged within 45 days (or such longer period as the Trustee may in its absolute discretion permit), provided that the aggregate amount of security so enforced relates to assets which equal or exceed U.S.\$50,000,000; or

- (f) **Insolvency:** the Issuer or any of its Material Subsidiaries is declared by a competent court to be insolvent or bankrupt or unable to pay its debts, stops, suspends or threatens to stop or suspend payment of all or a material part of (or of a particular type of) its debts, proposes or makes a general assignment or an arrangement or composition with or for the benefit of its creditors generally in respect of any of such debts or a moratorium is agreed or declared or comes into effect in respect of or affecting all or any part of (or of a particular type of) the debts of the Issuer or any of its Material Subsidiaries; or
- (g) **Winding-up:** an administrator is appointed, an order is made or an effective resolution passed for the winding-up or dissolution or administration of the Issuer or any of its Material Subsidiaries, or the Issuer or any of its Material Subsidiaries ceases or threatens to cease to carry on all or substantially all of its business or operations, in each case except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger, consolidation or similar arrangement (i) on terms approved by the Trustee or by an Extraordinary Resolution (as defined in the Trust Deed) of the Noteholders, (ii) in case of a Material Subsidiary only, not involving or arising out of the insolvency of such Material Subsidiary and under which all or substantially all of such Material Subsidiary's assets are transferred to another member or members of the Group or (iii) in case of a Material Subsidiary, under which all or substantially all of its assets are transferred to a third party or parties (whether associates or not) for full consideration on an arm's length basis, provided all or substantially all of the proceeds of which are reinvested in the Group (including, for the avoidance of doubt, using such proceeds to repay any indebtedness of the Group on an arm's length basis); or
- (h) **Authorisation and Consents:** any action, condition or thing (including the obtaining or effecting of any necessary consent, approval, authorisation, exemption, filing, licence, order, recording or registration) at any time required to be taken, fulfilled or done in order (i) to enable the Issuer lawfully to enter into, exercise its rights and perform and comply with its obligations under the Notes and the Trust Deed, (ii) to ensure that those obligations are legally binding and enforceable and (iii) to make the Notes and the Trust Deed admissible in evidence in the courts of England is not taken, fulfilled or done; or
- (i) **Analogous Events:** any event occurs that under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in any of the foregoing paragraphs,

provided that in the case of paragraph (b) above the Trustee shall have certified that in its opinion such event is materially prejudicial to the interests of the Noteholders.

In this Condition:

- (I) the "**Group**" means the Issuer and its Subsidiaries together;
- (II) "**Material Subsidiary**" means, at any time, a Subsidiary of the Issuer:
 - a) whose gross assets (excluding intra Group items) then equal or exceed 15 per cent. of the gross assets of the Group; or
 - b) whose earnings before interest and tax (excluding intra Group items) then equal or exceed 15 per cent. of the earnings before interest and tax of the Group.

For this purpose:

- i. the gross assets or earnings before interest and tax of a Subsidiary of the Issuer will be determined from its financial statements (consolidated if such Subsidiary has Subsidiaries) upon which the latest audited consolidated financial statements of the Group have been based;

- ii. if a Subsidiary of the Issuer becomes a member of the Group after the date on which the latest audited consolidated financial statements of the Group have been prepared, the gross assets or earnings before interest and tax of that Subsidiary (consolidated if such Subsidiary has Subsidiaries) will be determined from its latest financial statements;
- iii. the gross assets or earnings before interest and tax of the Group will be determined from its latest consolidated audited financial statements, adjusted (where appropriate) to reflect the gross assets or earnings before interest and tax of any company or business subsequently acquired or disposed of by the Group; and
- iv. if a Material Subsidiary disposes of all or substantially all of its assets to another Subsidiary of the Issuer, it will immediately cease to be a Material Subsidiary and the other Subsidiary (if it is not already) will immediately become a Material Subsidiary; the subsequent financial statements of those Subsidiaries and the Group (reflecting such transfer of assets) will be used to determine whether those Subsidiaries are Material Subsidiaries or not.

A certificate signed by two Authorised Signatories of the Issuer addressed to the Trustee certifying which of the Issuer's Subsidiaries are Material Subsidiaries on any given date will, in the absence of manifest error, be conclusive and binding.

11. Meetings of Noteholders, Modification, Waiver and Substitution

- (a) **Meetings of Noteholders:** The Trust Deed contains provisions for convening meetings of Noteholders (including by way of telephone or video conference) to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the Trust Deed) of a modification of any of these Conditions or any provisions of the Trust Deed. Such a meeting may be convened by the Issuer or the Trustee at the request of Noteholders holding not less than 10 per cent. in nominal amount of the Notes for the time being outstanding, provided in the case of the Trustee, it has been indemnified and/or prefunded and/or secured to its satisfaction. The quorum for any meeting convened to consider an Extraordinary Resolution shall be one or more persons holding or representing a clear majority in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*, (i) to amend the dates of maturity or redemption of the Notes or any date for payment of interest or Interest Amounts on the Notes, (ii) to reduce or cancel the nominal amount of, or any premium payable on redemption of, the Notes, (iii) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Notes, (iv) if a Minimum Rate of Interest and/or a Maximum Rate of Interest or Redemption Amount is specified in the applicable Final Terms, to reduce any such Minimum Rate of Interest and/or Maximum Rate of Interest, (v) to vary any method of, or basis for, calculating the Final Redemption Amount, the Early Redemption Amount, the Optional Redemption Amount or the Change of Control Redemption Amount, including the method of calculating the Amortised Face Amount, (vi) to vary the currency or currencies of payment or denomination of the Notes, or (vii) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution or (viii) to amend any of the foregoing in this proviso, in which case the necessary quorum shall be one or more persons holding or representing not less than 75 per

cent. in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting not less than 25 per cent. in nominal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Noteholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders.

The Trust Deed provides that a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in nominal amount of the Notes outstanding shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Noteholders 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 Noteholders.

- (b) **Modification of the Trust Deed:** The Trustee may agree, without the consent of the Noteholders or Couponholders, to (i) any modification of any of the provisions of the Trust Deed or the Agency Agreement that is, in the opinion of the Trustee, of a formal, minor or technical nature or is made to correct a manifest error, and (ii) any other modification (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed or the Agency Agreement that is in the opinion of the Trustee not materially prejudicial to the interests of the Noteholders. Any such modification, authorisation or waiver shall be binding on the Noteholders and the Couponholders and, if the Trustee so requires, such modification shall be notified to the Noteholders as soon as practicable.

In addition, the Trustee shall be obliged to concur with the Issuer in effecting any Benchmark Amendments or Benchmark Replacement Conforming Changes in the circumstances set out in Condition 5(j) or Condition 5(k), as applicable, without the consent of the Noteholders or Couponholders.

- (c) **Substitution:** The Trust Deed contains provisions permitting the Trustee to agree, subject to such amendment of the Trust Deed and such other conditions as the Trustee may require, but without the consent of the Noteholders or the Couponholders, to the substitution of the Issuer's successor in business or any Subsidiary as defined in the Trust Deed of the Issuer or its successor in business in place of the Issuer, or of any previous substituted company, as principal debtor under the Trust Deed and the Notes. In the case of such a substitution, the Trustee may agree, without the consent of the Noteholders or the Couponholders, to a change of the law governing the Notes, the Coupons, the Talons and/or the Trust Deed provided that such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Noteholders.
- (d) **Entitlement of the Trustee:** In connection with the exercise of its functions (including, but not limited to, those referred to in this Condition), the Trustee shall have regard to the interests of the Noteholders as a class and shall not have regard to the consequences of such exercise for individual Noteholders or Couponholders and the Trustee shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the Issuer any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Couponholders.

12. Enforcement

At any time after the Notes become due and payable, the Trustee may, at its discretion and without further notice, institute such proceedings against the Issuer as it may think fit to enforce the terms of the Trust Deed, the Agency Agreement, the Notes and the Coupons, but it need not take any such proceedings unless (a) it shall have been so directed by an Extraordinary Resolution or so requested in writing by Noteholders holding at least one-fifth in nominal amount of the Notes outstanding and (b) it shall have been indemnified and/or prefunded and/or secured to its satisfaction. No Noteholder or Couponholder may proceed directly

against the Issuer unless the Trustee, having become bound so to proceed, fails to do so within a reasonable time and such failure is continuing.

13. Indemnification of the Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility. The Trustee is entitled to enter into business transactions with the Issuer and any entity related to the Issuer without accounting for any profit.

The Trustee may rely without liability to Noteholders or Couponholders on a report, confirmation, certificate or any advice of any accountants, financial advisers, financial institution or any other expert, whether or not addressed to it and whether their liability in relation thereto is limited (by its terms or by any engagement letter relating thereto entered into by the Trustee or in any other manner) by reference to a monetary cap, methodology or otherwise. The Trustee may accept and shall be entitled to rely on any such report, confirmation, certificate or advice and such report, confirmation, certificate or advice shall be binding on the Issuer, the Trustee and the Noteholders.

14. Replacement of Notes, Certificates, Coupons and Talons

If a Note, Certificate, 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 Issuing and Paying Agent (in the case of Bearer Notes, Coupons or Talons) and of the Registrar (in the case of Certificates) or such other Paying Agent or Transfer Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case 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 Note, Certificate, 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 Notes, Certificates, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Notes, Certificates, Coupons or Talons must be surrendered before replacements will be issued.

15. Further Issues

The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further securities having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest on them) and so that such further issue shall be consolidated and form a single series with an outstanding Series. References in these Conditions to the Notes include (unless the context requires otherwise) any other securities issued pursuant to this Condition and forming a single series with the Notes.

16. Notices

Notices required to be given to the holders of Registered Notes pursuant to the Conditions shall be mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing. Notices required to be given to the holders of Bearer Notes pursuant to the Conditions shall be valid if published in a daily newspaper of general circulation in London (which is expected to be the *Financial Times*). So long as the Notes are listed and/or admitted to trading, notices required to be given to the holders of the Notes pursuant to the Conditions shall also be published (if such publication is required) in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Notes are listed/and or admitted to trading. If in the opinion of the Trustee any such publication is not practicable, notice required to be given pursuant to the Conditions shall be validly given if published in another leading daily English language

newspaper with general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made, as provided above.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Bearer Notes in accordance with this Condition.

17. Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999.

18. Governing Law and Jurisdiction

- (a) **Governing Law:** The Trust Deed, the Notes, the Coupons and the Talons and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law.
- (b) **Jurisdiction:** The Courts of England are to have jurisdiction to settle any disputes that may arise out of or in connection with any Notes, Coupons or Talons and, accordingly, any legal action or proceedings arising out of or in connection with any Notes, Coupons or Talons (“**Proceedings**”) may be brought in such courts. The Issuer has in the Trust Deed irrevocably submitted to the jurisdiction of such courts.

SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

Initial Issue of Notes

If the Global Notes or the Global Certificates are stated in the applicable Final Terms to be issued in NGN form or to be held under the NSS (as the case may be), the Global Notes or the Global Certificates will be delivered on or prior to the original issue date of the relevant Tranche to a Common Safekeeper for Euroclear and Clearstream, Luxembourg and the relevant clearing system will be notified whether or not such Global Notes or the Global Certificates are intended to be held in a manner which would allow the Notes to be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem. Depositing the Global Notes or the Global Certificates with the Common Safekeeper does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue, or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

Global Notes which are issued in CGN form and Global Certificates which are not held under the NSS will be delivered on the original issue date of the relevant Tranche to a Common Depository on behalf of Euroclear and Clearstream, Luxembourg.

If the Global Note is a CGN, upon the initial deposit of a Global Note with the Common Depository or registration of Registered Notes in the name of any nominee for Euroclear and Clearstream, Luxembourg and delivery of the relative Global Certificate to the Common Depository, Euroclear or Clearstream, Luxembourg will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid. If the Global Note is a NGN, the nominal amount of the Notes shall be the aggregate amount from time to time entered in the records of Euroclear, Clearstream, Luxembourg or any other permitted clearing system (“**Alternative Clearing System**”). The records of such clearing system shall be conclusive evidence of the nominal amount of Notes represented by the Global Note 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. Global Notes may also be deposited initially with other clearing systems which must be outside the United States and its possessions.

Notes that are initially deposited with the Common Depository or delivered to the Common Safekeeper may also be credited to the accounts of subscribers with (if indicated in the applicable Final Terms) other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by such other clearing systems. Conversely, Notes that are initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg or other clearing systems.

Clearing System Accountholders

Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or an Alternative Clearing System as being entitled to an interest in a Global Note or a Global Certificate (each an “**Accountholder**”) must look solely to Euroclear and/or Clearstream, Luxembourg and/or such Alternative Clearing System (as the case may be) for such Accountholder’s share of each payment made by the Issuer to or to the order of the holder of such Global Note or Global Certificate and in relation to all other rights arising under such Global Note or Global Certificate. The extent to which, and the manner in which, Accountholders may exercise any rights arising under the Global Note or Global Certificate will be determined by the respective rules and procedures of Euroclear and Clearstream, Luxembourg or such Alternative Clearing System (as the case may be). For so long as the relevant Notes are represented by a Global Note or Global Certificate, Accountholders shall have no claim directly against the Issuer in respect of payments due under the Notes and such obligations of the Issuer will be discharged by payment to the holder of such Global Note or Global Certificate.

Exchange

- (a) **Temporary Global Notes:** Each temporary Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date:
- (i) if the applicable Final Terms indicates that such Global Note is issued in compliance with the TEFRA C Rules or in a transaction to which TEFRA is not applicable (as to which, see “*Overview of the Programme – Selling Restrictions*”), in whole, but not in part, for the Definitive Notes defined and described below; and
 - (ii) otherwise, in whole or in part upon certification as to non-U.S. beneficial ownership in the form set out in the Trust Deed for interests in a permanent Global Note or, if so provided in the applicable Final Terms, for Definitive Notes.
- (b) **Permanent Global Notes:** Each permanent Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date in whole but not, except as provided under paragraph (d) (*Partial Exchange of permanent Global Notes*) below, in part for Definitive Notes:
- (i) if the permanent Global Note is held on behalf of Euroclear or Clearstream, Luxembourg or an Alternative Clearing System and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so; or
 - (ii) if principal in respect of any Notes is not paid when due and payable, by the holder giving notice to the Issuing and Paying Agent of its election for such exchange.

In the event that a Global Note is exchanged for Definitive Notes, such Definitive Notes shall be issued in Specified Denomination(s) only. A Noteholder who holds a principal amount of less than the minimum Specified Denomination will not receive a Definitive Note in respect of such holding and would need to purchase a principal amount of Notes such that it holds an amount equal to one or more Specified Denominations.

- (c) **Global Certificates:** If the Final Terms states that the Notes in registered form are to be represented by a Certificate on issue, the following will apply in respect of transfers of Notes held in Euroclear or Clearstream, Luxembourg or an Alternative Clearing System. These provisions will not prevent the trading of interests in the Notes within a clearing system whilst they are held on behalf of such clearing system, but will limit the circumstances in which the Notes may be withdrawn from the relevant clearing system.

Transfers of the holding of Notes represented by any Global Certificate pursuant to Condition 2(b) (*Transfer of Registered Notes*) may only be made in part:

- (i) if the relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so; or
- (ii) if principal in respect of any Notes is not paid when due; or
- (iii) with the consent of the Issuer,

provided that, in the case of the first transfer of part of a holding pursuant to paragraph (i) or (ii) above, the Registered Holder has given the Registrar not less than 30 days’ notice at its specified office of the Registered Holder’s intention to effect such transfer.

- (d) **Partial Exchange of permanent Global Notes:** For so long as a permanent Global Note is held on behalf of a clearing system and the rules of that clearing system permit, such permanent Global Note will be exchangeable in part on one or more occasions for Definitive Notes if principal in respect of any Notes is not paid when due.
- (e) **Delivery of Notes:** If the Global Note is a CGN, on or after any due date for exchange, the holder of a Global Note may surrender such Global Note or, in the case of a partial exchange, present it for endorsement to or to the order of the Issuing and Paying Agent. In exchange for any Global Note, or the part thereof to be exchanged, the Issuer will (i) in the case of a temporary Global Note exchangeable for a permanent Global Note, deliver, or procure the delivery of, a permanent Global Note in an aggregate nominal amount equal to that of the whole or that part of a temporary Global Note that is being exchanged or, in the case of a subsequent exchange, endorse, or procure the endorsement of, a permanent Global Note to reflect such exchange or (ii) in the case of a Global Note exchangeable for Definitive Notes, deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Notes. If the Global Note is a NGN or if the Global Certificate is held under the NSS, the Issuer will procure that details of such exchange be entered *pro rata* in the records of the relevant clearing system. In this Base Prospectus, “**Definitive Notes**” means, in relation to any Global Note, the definitive Bearer Notes for which such Global Note may be exchanged (if appropriate, having attached to them all Coupons in respect of interest that have not already been paid on the Global Note and a Talon). Definitive Notes 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 each permanent Global Note, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant Definitive Notes.
- (f) **Exchange Date:** “**Exchange Date**” means, in relation to a temporary Global Note, the day falling after the expiry of 40 days after its issue date and, in relation to a permanent Global Note, a day falling not less than 60 days, or in the case of failure to pay principal in respect of any Notes when due 30 days, after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Issuing and Paying Agent is located and in the city in which the relevant clearing system is located.

Conditions applicable to Global Notes and Global Certificates

Each Global Note and Global Certificate will contain provisions which modify the Conditions as they apply to the Global Note or Global Certificate, as applicable. The following is an overview of certain of those provisions:

- (a) **Payments:** No payment falling due after the Exchange Date will be made on any Global Note unless exchange for an interest in a permanent Global Note or for Definitive Notes is improperly withheld or refused by or on behalf of the Issuer. Payments on any temporary Global Note issued in compliance with the TEFRA D Rules before the Exchange Date will only be made against presentation of certification as to non-U.S. beneficial ownership in the form set out in the Trust Deed. All payments in respect of Notes represented by a Global Note will be made against presentation and (if no further payment falls to be made on it) surrender of it at the specified office of the Issuing and Paying Agent or of any other Paying Agent provided for in the Conditions. If the Global Note is a CGN, a record of each payment so made will be endorsed on each Global Note, which endorsement will be *prima facie* evidence that such payment has been made in respect of the Notes. If the Global Note is a NGN or if the Global Certificate is held under the NSS, the Issuer shall procure that details of each such payment shall be entered *pro rata* in the records of the relevant clearing system and in the case of payments of principal, the nominal amount of the Notes recorded in the records of the relevant clearing system and represented by the Global Note or the Global Certificate will be reduced accordingly. Payments under a Global Note will be made to its holder. 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 Note, the words “in the relevant place of presentation” shall not apply in the definition of “**business day**” Condition 7(h) (*Non-Business Days*).

All payments in respect of Notes represented by a Global Certificate will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the record date which shall be on the Clearing System Business Day immediately prior to the date for payment, where “**Clearing System Business Day**” means Monday to Friday inclusive except 25 December and 1 January.

So long as the Notes are represented by a Global Note or Global Certificate and the Global Note or Global Certificate is held on behalf of a clearing system, the Issuer has undertaken, *inter alia*, to pay interest in respect of such Notes from the Interest Commencement Date in arrear at the rates, on the dates for payment, and in accordance with the method of calculation provided for in the Conditions, save that the calculation is made in respect of the total aggregate amount of the Notes represented by the Global Note or Global Certificate.

- (b) **Prescription:** Claims against the Issuer in respect of Notes that are represented by a Global Note or Global Certificate will become void unless it is presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 8 (*Taxation*)).
- (c) **Meetings:** The holder of a Global Note or of the Notes represented by a Global Certificate shall (unless such Global Note or Global Certificate represents only one Note) be treated as having one vote in respect of each integral currency unit of the Specified Currency of the Notes. (All holders of Registered Notes are entitled to one vote in respect of each integral currency unit of the Specified Currency of the Notes comprising such Noteholder’s holding, whether or not represented by a Global Certificate.)
- (d) **Cancellation:** Cancellation of any Note represented by a Global Note or Global Certificate that is required by the Conditions to be cancelled (other than upon its redemption) will be effected by reduction in the nominal amount of the relevant Global Note or Global Certificate, as the case may be.
- (e) **Purchase:** Notes represented by a Global Note or Global Certificate may only be purchased by the Issuer or any of their respective subsidiaries if they are purchased together with the rights to receive all future payments of interest thereon (if any) set out in the applicable Final Terms.
- (f) **Issuer’s Options:** Any option of the Issuer provided for in the Conditions of any Notes while such Notes are represented by a Global Note or Global Certificate shall be exercised by the Issuer giving notice to the Noteholders within the time limits set out in and containing the information required by the Conditions (and the applicable Final Terms), except that the notice shall not be required to contain the serial numbers of Notes drawn in the case of a partial exercise of an option and accordingly no drawing of Notes shall be required. In the event that any option of the Issuer is exercised in respect of some but not all of the Notes of any Series (if permitted according to the Conditions and the applicable Final Terms), the rights of accountholders with a clearing system in respect of the Notes will be governed by the standard procedures of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion or any other Alternative Clearing System, as the case may be).
- (g) **Noteholders’ Option:** Any option of the Noteholders provided for in the Conditions of any Notes while such Notes are represented by a Global Note or Global Certificate may be exercised by the holder of the Global Note or the Global Certificate giving notice to the Registrar or Transfer Agent within the time limits relating to the deposit of Notes with a Paying Agent set out in the Conditions substantially in the form of the notice available from any Paying Agent, except that the notice shall not be required to contain

the serial numbers of the Notes in respect of which the option has been exercised, and stating the nominal amount of Notes in respect of which the option is exercised and at the same time, where the Global Note is a CGN, presenting the Global Note to the Issuing and Paying Agent, or to a Paying Agent acting on behalf of the Issuing and Paying Agent, for notation. Where the Global Note is a NGN or where the Global Certificate is held under the NSS, the Issuer shall procure that details of such exercise shall be entered *pro rata* in the records of the relevant clearing system and the nominal amount of the Notes recorded in those records will be reduced accordingly.

- (h) **NGN nominal amount:** Where the Global Note is a NGN, the Issuer shall procure that any exchange, payment, cancellation, exercise of any option or any right under the Notes, as the case may be, in addition to the circumstances set out above shall be entered in the records of the relevant clearing systems and upon any such entry being made, in respect of payments of principal, the nominal amount of the Notes represented by such Global Note shall be adjusted accordingly.
- (i) **Notices:** So long as any Notes are represented by a Global Note or Global Certificate and such Global Note or Global Certificate is held on behalf of a clearing system, notices to the holders of Notes of that Series may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by the Conditions or by delivery of the relevant notice to the holder of the Global Note or the Global Certificate and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with Condition 16 (*Notices*) on the date of delivery to that clearing system, provided, however, that so long as the Notes are listed and/or admitted to trading, notices required to be given to the holders pursuant to the Conditions shall also be published (if such publication is required) in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Notes are listed and/or admitted to trading.
- (j) **Electronic Consent and Written Resolution:** While any Global Note is held on behalf of, or any Global Certificate is registered in the name of any nominee for, a clearing system, then:
 - (i) approval of a resolution proposed by the Issuer or the Trustee (as the case may be) given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) in accordance with their operating rules and procedures by or on behalf of the holders of not less than three-fourths in nominal amount of the Notes outstanding (an “**Electronic Consent**” as defined in the Trust Deed) shall, for all purposes (including matters that would otherwise require an Extraordinary Resolution to be passed at a meeting for which enhanced quorum requirements were satisfied), take effect as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held, and shall be binding on Noteholders and holders of Coupons and Talons whether or not they participated in such Electronic Consent; and
 - (ii) where Electronic Consent is not being sought, for the purpose of determining whether a Written Resolution (as defined in the Trust Deed) has been validly passed, the Issuer and the Trustee shall be entitled to rely on consent or instructions given in writing directly to the Issuer and/or the Trustee, as the case may be (a) by accountholders in the clearing system with entitlements to such Global Note or Global Certificate and/or, (b) where the 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. For the purpose of establishing the entitlement to give any such consent or instruction, the Issuer and the Trustee shall be entitled to rely on any certificate or other document issued by, in the case of (a) above, Euroclear, Clearstream, Luxembourg or Alternative Clearing System (the “**relevant clearing system**”) and, in the case of (b) above, the relevant clearing system and the accountholder identified by the relevant clearing system for the purposes of (b) above. Any resolution passed in

such manner shall be binding on all Noteholders and Couponholders, even if the relevant consent or instruction proves to be defective. 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 EUCLID or EasyWay or Clearstream, Luxembourg's CreationOnline or Xact Web Portal system) in accordance with its usual procedures and in which the accountholder of a particular principal or nominal amount of the Notes is clearly identified together with the amount of such holding. Neither the Issuer nor 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 and subsequently found to be forged or not authentic.

Clearing systems

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in Part B of the applicable Final Terms.

USE OF PROCEEDS

The net proceeds from the issue of each Tranche of Notes will be applied by the Issuer for general corporate purposes. If, in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

BUSINESS DESCRIPTION OF ISSUER

Introduction

Smith & Nephew plc (the “**Issuer**”) is a public limited company, incorporated in England and Wales on 17 February 1937. The registered office of the Issuer is Building 5, Croxley Park, Hatters Lane, Watford, Hertfordshire, England, WD18 8YE, telephone number: +44 (0)1923 477 100. The registered number of the Issuer is 00324357.

The principal activities of the Issuer and its subsidiaries (the “**Group**”) are to develop, manufacture, market and sell medical devices and services. The Issuer is the parent holding company of the Group.

Principal activities

The Issuer is a leading portfolio medical technology company focused on the repair, regeneration and replacement of soft and hard tissue. Through the Group’s purpose, ‘Life Unlimited’, it seeks to help people return to health and live their lives to the fullest.

The Group operates through three business units:

1. Advanced Wound Management
2. Sports Medicine & Ear, Nose and Throat (“**ENT**”)
3. Orthopaedics

The Group’s Advanced Wound Management business unit provides a comprehensive set of products and services to meet broad and complex clinical needs across hard-to-heal wounds, delivering on the Group’s mission to shape what is possible in wound care. The Group’s Sports Medicine & ENT business unit offers advanced products and instruments used to repair or remove soft issue. It serves growing markets where unmet clinical needs provide opportunities for procedural and technological innovation. The Group’s Orthopaedics business unit includes an innovative range of hip, knee and shoulder replacement systems, robotics-assisted and digital enabling solutions that empower surgeons, and Trauma & Extremities products used to stabilise severe fractures and correct hard tissue deformities.

The Group operates on a worldwide basis and has distribution channels in more than 100 countries.

Throughout this Base Prospectus, “[®]” denotes a trademark of the Issuer.

Purpose

The Group’s purpose is ‘Life Unlimited’ – it exists to restore people’s bodies and their self-belief. The Group’s purpose is delivered through its culture pillars of Care, Courage and Collaboration to use technology to take the limits off living and help other medical professionals do the same. The Group considers understanding stakeholder views to be critical to its purpose. The Group’s ambition is to transform into a structurally higher growth company through its ‘RISE’ strategy.

Strategy

The Group’s current strategy, ‘RISE’, was initiated in December 2025 following closure of the 12-Point Plan strategy (as defined below).

12-Point Plan

In 2022, the Group initiated a 12 point improvement plan (“**12-Point Plan**”). The 12-Point Plan focused on three strategic pillars, designed to improve the Group’s lower-performing Orthopaedics business, improve overall productivity and accelerate the Group’s Sports Medicine and Wound businesses.

Since launching the 12-Point Plan, within Orthopaedics, the Group has addressed supply and capacity concerns, returned Trauma and Hip growth to market levels or higher, and has accelerated underlying Orthopaedics growth from 1.9 per cent. in 2022 to 5.1 per cent. in 2025. The Group also continued to deliver results from its higher margin Sports and Wound businesses between 2022 and 2025.

The Group continues to work towards prioritising improving performance in US Knee Implants, which represent less than 9 per cent. of the Group's revenue. The Group expects to launch its new LANDMARK[◊] Knee System in the second half of 2026. This system is designed to bring the proven clinical benefits of the Group's knee portfolio into a single platform that combines advanced kinematics with personalisation, robotic enablement and ease of implantation, while unlocking capital efficiency by leveraging on existing instrumentation. With it, the Group intends to address key surgeon preferences and participate in all key segments across all sites of care. The Group anticipates that the LANDMARK[◊] Knee System will also include features for tray efficiency that are particularly suitable for Ambulatory Surgery Centers ("ASCs").

Management believes that the 12-Point Plan has delivered and provides a strong foundation for the future of the Group.

RISE

RISE is the Group's new strategy initiated in December 2025. The ambition of the Group is that RISE will elevate the Group's performance. RISE is focused on generating significant value for all of the Group's stakeholders by reaching more patients through leading innovation, scaling through strategic investment and executing efficiently. The RISE strategy has been designed to deliver on these goals through four imperatives:

- **Reach more patients** – drive adoption of differentiated portfolio and take share across indications, settings and markets worldwide;
- **Innovate to enhance the standard of care** – accelerate new product launches and rapidly scaling existing innovation platforms;
- **Scale through strategic investment** – allocate capital to high return and high growth opportunities aligned to our portfolio priorities; and
- **Execute efficiently** – drive enterprise productivity and asset efficiency to expand margins and returns.

Reach more patients

RISE will allow the Group to reach more patients by: expanding indications and driving global adoption of the Group's unique products (e.g. REGENETEN[◊] and AGILI-C[◊]); taking market share by accessing new settings and patient populations (e.g. with ALLEVYN[◊] COMPLETE CARE and PICO[◊]); using the CORI[◊] platform to drive adoption of recent orthopaedic launches, especially in ASCs; transforming standard of care with disruptive products like TULA[◊]; and increasing participation in high-growth emerging markets.

Innovate to enhance the standard of care

In addition to the above-mentioned key products, the Group will endeavour to maintain an industry leading cadence of new product launches, with more than 75 launches over the last five years. The Group plans to continue investing in knees and create differentiation with the launch of the LANDMARK[◊] Knee System. The Group hopes to enhance the standard of care with its scalable biologics platform to deliver breakthrough solutions across the full continuum of care. With solutions like TESSA[◊], the Group's first in industry spatial surgery arthroscopic platform, the Group remains at the forefront of procedural advances to improve surgical outcomes. Through the Group's patient first approach, it focuses innovation where there is significant unmet need to deliver products, such as the next-generation cloud-connected LEAF[◊] sensor to prevent pressure injuries.

Scale through strategic investment

As part of RISE, the Group intends to allocate capital generated by the business to higher growth segments. These initiatives will focus primarily on the Group's Sports Medicine and Advanced Wound Management businesses. The Group intends to scale its solutions by accelerating the M-TECH platform capabilities (including CORI^o, TESSA^o, LEAF^o, INTELLIO^o, LUMOS^o).

Within the Orthopaedics business, the Group intends to shift capital allocation and inventory deployment to platforms with proven returns, such as robotics. Free cash flow is expected to be deployed into high growth, high return businesses and acquisition opportunities which can support the Group's strategy to build on its strengths will be assessed.

Execute efficiently

The Group will continue to strengthen its Orthopaedics commercial engine discipline through Ortho 360. This programme includes revamped sales incentives and targeted deployment of new sets.

The Group intends to rationalise its portfolio complexity by exiting low-return categories and improve inventory health by shifting towards faster-moving lines. The Group intends to adopt a single global enterprise resource planning ("ERP") platform and intends to deploy AI across supply chain, pricing, forecasting and customer service, and will continue to drive Group-wide productivity improvements and reinvest gains back into innovation and commercial capabilities.

Cultural framework

The Group considers its cultural framework for engagement and performance, aligned with the Group's culture pillars: care, courage and collaboration, to be its "Way to Win". Way to Win represents the next step in the evolution of the Group's culture, embedding and building upon the behaviours developed over the implementation of the 12-Point Plan. The Group has strengthened these behaviours by moving to a vertical Business Unit structure, with clear points of accountability and ensuring every people leader has objectives and KPIs that are aligned to the Group's strategy.

The culture pillars highlight the behaviours and ways of working that the Group sees as important to achieving the best outcomes for the organisation, customers and patients, and are ultimately intended to help the Group deliver on its purpose, Life Unlimited.

- Care: A culture of empathy and understanding for each other, customers and patients.
- Collaboration: A culture based on mutual trust, respect and belonging.
- Courage: A culture of continuous learning, innovation and accountability.

Performance overview

The Group uses a number of financial and non-financial key performance indicators to track and evaluate performance and delivery against its strategy and business plans.

As at 31 December 2025, revenue was U.S.\$6,164 million (U.S.\$5,810 million as at 31 December 2024), trading profit was U.S.\$1,211 million (U.S.\$1,049 million as at 31 December 2024), reported revenue growth was 6.1 per cent. (4.7 per cent. as at 31 December 2024) while underlying revenue growth was 5.3 per cent. (5.3 per cent. as at 31 December 2024). Operating profit margin as at 31 December 2025 was 12.9 per cent. (11.3 per cent. as at 31 December 2024) and trading profit margin was 19.7 per cent. (18.1 per cent. as at 31 December 2024). Free cash flow as at 31 December 2025 was U.S.\$840 million (U.S.\$551 million as at 31 December 2024).

Business units

1. Advanced Wound Management

The Group's Advanced Wound Management business unit provides a comprehensive set of products and services to meet broad and complex clinical needs across hard-to-heal wounds.

Strategy

The Group's Advanced Wound Management strategy remains consistent, following the Group's strategy to "Shape What is Possible in Wound Care". This strategy is delivered through product and service innovation to prevent wounds or deliver accelerated healing across three segments – Advanced Wound Care, Advanced Wound Bioactives and Advanced Wound Devices.

The Group is aiming to move from category to market leadership by focusing on high-growth segments and emerging markets. It intends to leverage its portfolio and pipeline position to capture market share and expand the market by using solutions such as ALLEVYN COMPLETE CARE, PICO^o and LEAF^o). The Group intends to continue to strengthen its commercial engine through pricing, key account management and digital tools, and intends to reinvest productivity gains in innovation, clinical evidence generation and market development.

Using the RISE pillars, the Group intends to pursue a position as a global leader in Advanced Wound Management by:

- **Reach more patients** – driving the business portfolio in high growth areas with unmet need, taking share with ALLEVYN Complete Care and PICO and expanding global reach;
- **Innovate to enhance the standard of care** – setting new standards of care in Surgical Site Complications, Pressure Injury Prevention and Chronic Wounds, and generating compelling clinical and economic evidence;
- **Scale through strategic investment** – efficiently deploying capital in high growth markets and channel expansion; and
- **Execute efficiently** – strengthening key account management capabilities, reinvesting productivity gains to fuel growth and leveraging digital tools to drive effectiveness.

Performance

Management estimates that the global addressable Advanced Wound Management market is worth approximately U.S.\$13.1 billion. The market is comprised of three segments: Advanced Wound Care, Advanced Wound Devices, and Advanced Wound Bioactives.

As at 31 December 2025, reported revenue growth for the Advanced Wound Management business unit was 6.7 per cent. (4.7 per cent. in 2024), reported revenue growth for the Advanced Wound Care business unit was 4.3 per cent. (1.4 per cent. in 2024), reported revenue growth for the Advanced Wound Bioactive business unit was 6.9 per cent. (5.1 per cent. in 2024) and reported revenue growth for the Advanced Wound Devices business unit was 11.1 per cent. (11.5 per cent. in 2024).

Key products by segment

Advanced Wound Care

The Group started as a wound care company, and through its Advanced Wound Care business, it has grown to be a leader in the segment. The portfolio of the Group now includes products that are designed to manage exudate and infection, protect the skin and help prevent pressure injuries.

ALLEVYN[◊] Wound Dressings are a leader when it comes to providing an optimal environment for healing. The Group's portfolio also includes the DURAMAX[◊] S and DURAMAX[◊] N Superabsorbent Dressings.

The antimicrobial dressing range includes ACTICOAT[◊] Antimicrobial Barrier Dressings, DURAFIBER[◊] Ag Pro Absorbent Gelling Silver Fibrous Dressings, ALLEVYN[◊] Ag Antimicrobial Foam Dressings, and a range of IODOSORB[◊] Cadexomer Iodine products.

Advanced Wound Bioactives

The Group's Advanced Wound Bioactives portfolio provides a strong approach to debridement, dermal repair and tissue substitutes, with considerable evidence supporting their clinical application. Collagenase SANTYL[◊] Ointment (250 units/gram) is the only US Food Drug Administration ("FDA") approved enzymatic debridement agent indicated for debriding both chronic dermal ulcers and severely burned areas.

In the Group's skin substitute product range, GRAFIX[◊] Placental Membranes and STRAVIX[◊] Umbilical Tissues retain the extracellular matrix and native placental components to support wound closure. The Group also offers OASIS[®] Matrix and OASIS MICRO products, which are naturally derived scaffolds of extracellular matrix, indicated for the management of a wide range of acute and chronic wounds, burns and surgical interventions.

Advanced Wound Devices

In Advanced Wound Devices, the Group's portfolio helps improve healing outcomes in chronic wounds, reduce surgical site complications and facilitate preventative care for pressure injuries.

Within the Negative Pressure Wound Therapy category, the Group offers single-use and traditional (cannister-based) solutions.

Introduced in November 2025, the Group's ALLEVYN[◊] COMPLETE CARE Foam Dressing has been shown to reduce the odds of pressure injury development when ALLEVYN[◊] 5-layer dressings were added to a pressure injury prevention protocol.

The LEAF[◊] Patient Monitoring System uses a wearable sensor to monitor patient mobility and provide real-time turn status updates. LEAF[◊] System's Integrated Positioning Index[™] is one of the first tools that measures the quality and effectiveness of patient turning, including turn frequency and angle.

2. Sports Medicine & ENT

The Group's Sports Medicine & ENT business unit offers products and instruments used to repair or remove soft tissue. It serves growing markets where unmet clinical needs provide opportunities for procedural and technological innovation.

Strategy for Sports Medicine

The Group is seeking to strategically advance from category to market leadership in this space. The Group intends to invest in its "Big Three" highly differentiated platforms – REGENETEN[◊], AGILI-C[◊] and TESSA[◊] – to expand its market share.

Under the Group's RISE strategy, the Sports Medicine business unit aims to:

- **Reach more patients** – by maintaining portfolio strength across core segments and expanding indications and driving global adoption of REGENETEN[◊] and AGILI-C[◊];
- **Innovate to enhance the standard of care** – by launching the TESSA[◊] solution and a continuing commitment to market development and clinical evidence;

- Scale through strategic investment – through the amplification of digital marketing and medical education, expanding dedicated commercial footprint and monitoring opportunities that fit the Group’s criteria; and
- Execute efficiently – by way of continuous improvement and consistent delivery and reinvesting productivity gains to fuel future growth.

Several successful acquisitions contributed to the Group’s growth in this business unit, including the acquisition of Arthrocare in 2014, Rotation Medical (the developer of the REGENETEN[◊] Bioinductive Implant) in 2017 and CartiHeal (the developer of CARTIHEAL[◊] AGILI-C[◊]) in 2023.

In January 2026, the Group announced the purchase of Integrity Orthopaedics (a US-based early-stage commercial developer of Tendon Seam[™], an innovative rotator cuff repair (“**RCR**”) system). The acquisition represents a step towards delivering the Group’s RISE strategy to accelerate growth through strategic investment and portfolio leadership. The Group believes that RCR is a substantial and growing treatment area, with approximately 500,000 procedures performed annually in the US and an estimated market value of U.S.\$875 million.

Performance

As at 31 December 2025, reported revenue growth for the Sports Medicine and ENT business unit was 6.0 per cent. (5.5 per cent. in 2024). On the same date, reported revenue growth for the Sports Medicine Joint Repair business unit was 8.6 per cent. (4.0 per cent. in 2024), reported revenue growth for the Arthroscopic Enabling Technologies business unit was 2.4 per cent. (7.4 per cent. in 2024) and reported revenue growth for the ENT business unit was 4.8 per cent. (6.9 per cent. in 2024).

Key products by segment in Sports Medicine

Sports Medicine Joint Repair

The Group’s Sports Medicine Joint Repair business offers advanced procedural solutions for repairing soft tissue injuries including systems of specialised implants and instruments to facilitate arthroscopic procedures across sports medicine for knees, shoulders, hips and small joints.

For shoulder repair, the Group develops products for RCR and instability repair to help address pain and restore function.

Advanced Healing Solutions for RCR include the REGENETEN[◊] Bioinductive Implant. The REGENETEN[◊] Implant has been shown to change the course of tear progression, aid return to normal activity and reduce re-tears versus conventional surgery when used as an augment in full thickness tears.

The HEALICOIL[◊] family of shoulder anchors features an open architecture designed to facilitate healing and is available in the Group’s REGENESORB[◊] material, which has been shown to be absorbed and replaced by bone within 24 months.

The Group recently expanded its shoulder portfolio by building on the anchor fixation strength of its Q-FIX[◊] All-Suture Anchor with the introduction of the Q-FIX[◊] KNOTLESS Suture Anchor. The Q-FIX[◊] KNOTLESS Suture Anchor is designed for multiple procedures, including shoulder instability where anatomic space is limited, and provides the benefits of a small, soft anchor with the fixation characteristics of traditional anchor designs.

In knee repair, arthroscopic techniques have become more prevalent in recent years. The Group’s All Tears, All Repairs Meniscal Repair portfolio provides surgeons with multiple options and possibilities for meniscal repair. The Group’s FAST-FIX FLEX Meniscal Repair System’s ability to bend the needle and shaft allows access to all zones across the meniscus using a standard anterior portal.

The Group also offers a comprehensive portfolio of advanced solutions to address the full spectrum of ligament pathologies and concomitant injuries.

The Group's hip preservation portfolio contains a comprehensive offering of technologies and techniques, including the CAP-FIX[◊] Capsular Management family and the newly launched CAP-LIFT[◊] Cannula. The Group also launched the Q-FIX[◊] KNOTLESS Suture Anchor for hip repair.

The Group's Foot and Ankle portfolio for soft tissue repair includes solutions like the ULTRABRACE[◊] and ULTRABRIDGE[◊] Procedural Kits for ankle instability and Achilles reconstruction, respectively. The Q-FIX[◊] with Needles technology, and the REGENETEN[◊] Implant are also used by the Group to deliver solutions for its Foot and Ankle portfolio.

Arthroscopic Enabling Technologies

The products in Arthroscopic Enabling Technologies facilitate minimally invasive surgical procedures, providing a foundation of platforms and associated consumables including visualisation, fluid management, COBLATION[◊] Technology and mechanical resection.

The Group's portfolio includes the INTELLIO[◊] Connected Tower Solution, uniting high-definition imaging solutions, energy-based and mechanical resection and allowing operating room staff to remotely control and adjust the INTELLIO 4K Surgical Imaging System, the DYONICS[◊] POWER II Control System, the WEREWOLF[◊] COBLATION System and the DOUBLEFLO[◊] Inflow-Outflow Pump.

The INTELLIO 4K Surgical Imaging System uses 4K ultra high definition image quality and network connectivity in a three-in-one console for multi-specialty environments.

The Group's Arthroscopic Enabling Technologies segment experienced significant growth in 2025 from its WEREWOLF[◊] FASTSEAL 6.0 Hemostasis Wand and patient-positioning product lines. The Group's WEREWOLF[◊] Controller enables the precise removal of soft tissue by surgeons in a variety of arthroscopic procedures.

The DYONICS[◊] PLATINUM Handpiece facilitates the removal of dense bone and tissue in large joints.

ENT

The Group's ENT business unit portfolio contains technologies focused on the unmet needs for both common and advanced procedures that general and paediatric ENT surgeons perform, including tonsillectomies, epistaxis (severe nose bleeds) and tympanotomies (insertion of ear tubes).

Strategy of ENT

The Group's strategy in the ENT segment of the business involves striving to deliver above-market revenue growth, aiming to transform standards of care with disruptive products Coblation Intracapsular Tonsillectomies ("CIT") and TULA, launching PHOENIX, the new comprehensive COBLATION[◊] ENT platform and reinvesting productivity gains in R&D, market development and commercial teams.

The ENT business unit aims to leverage the Group's RISE strategy to drive above market growth in the unit's core segments in reference to three of the RISE pillars:

- **Reach more patients** – by transforming the standard of care with CIT and TULA;
- **Innovate to enhance the standard of care** – by launching Next Gen COBLATION[◊] platform and continued investment in market development and clinical evidence; and
- **Execute efficiently** – through channel optimisation, strengthening the Go-To-Market model and adding a specialty sales team to support TULA.

Key Products in ENT

In ENT, the Group's COBLATION[◊] Plasma Technology can remove tissue at low temperatures with minimal damage to surrounding tissue.

With the Group's CIT solution, patients experience less pain, recover faster and experience a decreased risk of post-operative bleeding with similar outcomes to total tonsillectomies.

The ARIS[◊] COBLATION Turbinate Reduction Wand utilises COBLATION[◊] Technology to provide a minimally invasive way to reduce hypertrophic turbinates.

The Group's TULA[®] Tympanostomy System provides an in-office alternative to traditional ear tube insertion procedures using a local anaesthesia system and an automated, one-click tube delivery device.

As part of the Group's portfolio of epistaxis (nosebleed) solutions, RAPID RHINO[◊] Epistaxis Products are inflatable tamponades which are easy to insert and remove, with an ultra-low profile and self-lubricating hydrocolloid fabric.

3. Orthopaedics

The Group's Orthopaedics business unit offers a portfolio of hip, knee and shoulder implants used to replace diseased, damaged or worn joints, robotics-assisted enabling technologies for use in surgical procedures and trauma products used to stabilise fractures and correct bone deformities.

Strategy

The Group is pursuing initiatives designed to drive growth across the Orthopaedics business unit.

In joint reconstruction and robotics, the Group aims to accelerate growth by focusing on robotically enabled knee and hip procedures using the CORI[◊] Surgical System, and will continue to leverage the unique material properties of its OXINIUM[◊] Technology across its knee and hip platforms.

For Trauma & Extremities, the Group expects to globally scale the EVOS[◊] Plating System portfolio to compete more broadly in Trauma centres. Following the launch of the AETOS[◊] Shoulder System, the Group expects to expand its market share in the shoulder replacement market.

Under the Group's RISE strategy, the Orthopaedics business unit will strategically pursue a return to market growth with continued margin expansion.

- **Reach more patients** – through strengthened commercial execution and differentiating technologies to fuel growth through targeted global expansion;
- **Innovate to enhance the standard of care** – through the creation of new knees, building out the Orthopaedics portfolio and creating differentiation, and developing a single unique CORI[◊] platform for all major joints;
- **Scale through strategic investment** – by allocating capital and inventory deployment to platforms with proven returns and by driving growth in the ASC channel; and
- **Execute efficiently** – via an enhanced operational model through Ortho360, through target country portfolio mixes and “Go to market” strategies and by continued improvement in inventory health and portfolio optimisation.

Performance

As at 31 December 2025, revenue growth for the Orthopaedics business unit was 5.7 per cent. (4.1 per cent. in 2024). On the same date, reported revenue growth for the Knee Implants business unit was 3.5 per cent. (3.9 per cent. in 2024), reported revenue growth for the Hip Implants business unit was 3.5 per cent. (3.3 per cent. in 2024), reported

revenue for the Other Reconstruction business unit was 35.4 per cent. (-9.4 per cent. in 2024) and reported revenue growth for the Trauma & Extremities business unit was 6.7 per cent. (7.9 per cent. in 2024).

Knee Implants

In Knee Implants, the Group's specialised systems include products for total primary replacement and revision, as well as partial and patellofemoral joint resurfacing procedures. The Group's products include the JOURNEY II Total Knee Arthroplasty system, a kinematic knee which features the Group's proprietary OXINIUM Technology and the LEGION^o CONCELOC^o Cementless Total Knee System which uses 3-D printed cementless technology to achieve biological fixation. Additionally, in 2025 the Group introduced a medial stabilised insert for its LEGION Total Knee System which was designed to improve kinematics, stability and procedural versatility.

Other Reconstruction

The Group's Other Reconstruction business includes the CORI Surgical System, an advanced and efficient handheld robotics solution. CORI is a smaller, portable solution capable of performing robotics-assisted knee and computer-guided hip surgery on a single platform.

On the CORI Surgical System, the Group launched CORIOGRAPH Pre-Operative Planning and Modelling Services in total shoulder replacement during 2025, expanding the offering to now cover all major joint replacement procedures – knee, hip and shoulder. CORIOGRAPH Pre-Operative Planning and Modelling Services enables surgeons to create patient-specific plans for knee arthroplasty and shoulder replacement patients.

RI.HIP^o NAVIGATION expands indications on the CORI Surgical System. When combined with the Group's Hip Implants, like the CATALYSTEM Primary Hip System, POLAR3 Total Hip Solution and OR 30 Dual Mobility System, as well as complementary tools to assess spinopelvic mobility (RI.HIP MODELER), RI.HIP on CORI delivers a comprehensive solution for navigated total hip arthroplasty. RI.HIP NAVIGATION and RI.HIP MODELER are designed to maximise accuracy and reproducibility by delivering patient-specific component alignment.

Trauma & Extremities

The Group's portfolio includes differentiated technology across the major categories of Plates and Screws, Intramedullary Nails, Hip Fracture, Limb Restoration, Extremities and Shoulder Replacement.

The Group's products include the EVOS Plating System, which includes a wide range of clinical indications from mini and small to large fragment, periprosthetic, pelvic and patella.

The portfolio also includes the TRIGEN INTERTAN Hip Fracture System. In 2025, the Group launched TRIGEN MAX Tibia Nailing System for stable and unstable fractures of the tibia, including the shaft.

Performance breakdown by business unit

For the year ended 31 December 2025, the Advanced Wound Management business unit contributed 29 per cent. of the Group's revenue (29 per cent. in 2024), the Sports Medicine and ENT business unit contributed 31 per cent. of the Group's revenue (31 per cent. in 2024) and the Orthopaedics business unit contributed 40 per cent. of the Group's revenue (40 per cent. as at 31 December 2024).

Within the Advanced Wound Management business unit, Advanced Wound Care contributed 12 per cent., Advanced Wound Bioactives contributed 10 per cent. and Advanced Wound Devices contributed 7 per cent. to the Group's revenue in 2025.

Within the Sports Medicine and ENT business unit, Sports Medicine Joint Repair contributed 17 per cent., Arthroscopic Enabling Technologies contributed 11 per cent. and ENT contributed 4 per cent. to the Group's revenue in 2025.

Within the Orthopaedics business unit, Trauma & Extremities contributed 11 per cent., Hips contributed 10 per cent., Knees contributed 16 per cent. and Other Reconstruction contributed 2 per cent. to the Group's revenue in 2025.

Research & development

The Group's R&D programme has played an essential role in transforming its revenue growth profile. In recent years the Group has delivered a steady cadence of new products that have built out the Group's existing portfolio and often transformed the standard of care. In 2025, the Group launched 15 new products, bringing its total to more than 75 products launched in the last 5 years. As a result, more than 60 per cent. of the Group's revenue growth has come from new products launched within the last five years.

From 2021 to 2025, the Group invested U.S.\$1.6 billion in R&D, spent 5.8 per cent. as a proportion of sales on R&D, launched over 75 new products, and saw more than 60 per cent. revenue growth from products launched in the last 5 years.

New platforms in M-TECH & Biologics

The Group has two key innovation platforms that are expected to deliver new products which can be scaled across the Group's business units – M-TECH and Biologics.

M-TECH is the innovation platform across Musculoskeletal Technologies to enhance care and healing. Within M-TECH, are the Group's robotics-assisted CORI Surgical System for Orthopaedics, the new spatial surgery system TESSA[◇] in Sports Medicine (which is pending FDA approval) and the patient monitoring system LEAF[◇] in Advanced Wound Management.

CORI is robotic-assisted solution which is flexible, scalable, image-agnostic and well-suited to a range of settings, including ASC. The third generation of the product, CORI XT[◇] Surgical System, received FDA 510(k) clearance in December 2025.

TESSA Spatial Surgery is an arthroscopic video-based navigation that utilises patient-specific image-based planning powered AI-algorithms with seamless workflow integration.

LEAF[◇] sensors are designed to monitor and prevent pressure injuries. The next generation LEAF[◇] is currently in development, and will be cloud-based to drive more efficient installations.

The Biologics platform is a scalable framework intended to enhance repair and regeneration. The Group anticipates leveraging its portfolio of products like REGENETEN[◇], CARTIHEAL[◇] AGILI-C[◇], SANTYL[◇] and skin substitutes to accelerate healing, reduce re-injury risk, change disease trajectory, slow, halt or reverse progression and prime wounds for healing.

Business units and product launches

In the Orthopaedic business unit, recent innovations include the AETOS[◇] Total Shoulder – META Stem & Stemless, the CATALYSTEM Primary Hip System and Impactor, the TRIGEN MAX[◇] Tibial Nailing System, EVOS[◇] Patella, and LEGION[◇] Medial Stabilised Inserts. Recent orthopaedic enabling technology innovations include Revision Knee, Surgical Planning Powered by AI, CORIOGRAPH[◇] Pre-Op planning, CORI Digital Knee Tensioner and the CORI Saw Solution.

Recent product launches in the Sports Medicine & ENT business unit include INTELLIO 4K, Foot and Ankle, REGENETEN Expansion, Q-FIX[◇] Knotless, INTELLIO Shift, AGILI-C[◇] and in ENT, TULA.

The Group's recent product innovations in the Advanced Wound Management business include the ALLEVYN AG+, ALLEVYN Complete Care, Next Gen RENASYS[◇], BIOBRANE[◇] US and GRAFIX[◇] PLUS.

Disruptive innovation

The Group has a track record of disruptive innovation, including by the introduction of solutions such as COBLATION^o Technology for arthroscopy, JOURNEY II OXINIUM for knee replacements, TRIGEN INTERTAN for hip fractures and PICO^o for negative pressure.

The Group continues this trend with the acquisition of CartiHeal, completed in January 2024, the developer of CARTIHEAL^o AGILI-C^o and the acquisition of Integrity Orthopaedics in January 2026, the developer of Tendon Seam.

AI strategy

AI is a strategic enabler for the Group, and supports growth ambitions through innovative programmes and seeking to improve productivity. Strategic direction is governed by the Group's Executive Committee with two Enterprise AI Centres of Excellence ("COEs") focusing on responsible and effective adoption of AI solutions.

The Group deploys AI across three principal areas:

1. Products – enhancing surgical planning, procedures and customer outcomes (including the use of AI-powered software in platforms such as CORI^o);
2. Enterprise – supporting automation and improvement of workflows; and
3. People – providing employees with AI tools (such as Microsoft Copilot) and targeted training to support productivity and continuous improvement.

The Group has implemented an AI Working Group consisting of members from Commercial, R&D, Audit, Information Security, Privacy and Legal which oversees governance to ensure that reviews are undertaken to establish appropriate controls across the Group, both for AI projects and for AI-use by employees in their day-to-day work.

For customer-facing delivery of products and services, the Group is strategically positioning AI to enhance personalisation, automation and overall care quality for patients, developing solutions to address unmet clinical needs and support operational efficiencies.

Manufacturing network & operations

The launch of the 12-Point Plan in 2022 initiated the Group's journey to optimise its manufacturing network and operational efficiency. The initial U.S.\$200 million savings programme was expanded in 2024, identifying further opportunities and setting a new target of about U.S.\$325-375 million in gross cost savings, with manufacturing and procurement delivering the largest share.

Network optimisation

The Group is focused on optimisation and transforming their market share. The manufacturing network, particularly in Orthopaedics, was streamlined from eight core sites to three, creating scale and simplifying operations. The Group expects to deliver new Advanced Wound Management manufacturing capacity at Melton in the UK which will focus on manufacturing intermediates, the key components of wound care products. The Group's new S+N Operating System has established standard systems, processes and programmes to deliver improved manufacturing and quality throughout the Group's global network. Across 2024 and 2025, the Group's Global Operations organisation delivered structural efficiencies through market share actions, standard cost reductions and working capital improvements.

Quality and regulatory affairs

The Group's Quality & Regulatory Affairs function supports full product life-cycle management of the Group's global product portfolio and established appropriate processes and procedures to facilitate compliance with global

regulations and laws. Throughout 2025, the Group's sites hosted 58 Health Authority Audits without significant inspection findings or regulatory actions.

The EU MDR brought about significant regulatory change in 2025 to which the Group has responded, and 98 per cent. of respective product lines have received EU MDR certification. The Group monitors the regulatory landscape and trends and follow responsible codes of conduct for sales interactions, including the AdvaMed Code of Ethics on Interactions with Healthcare Professionals in the US and the MedTech Europe Code of Ethical Business Practice.

Medical education

The Group provides interactive education to help improve patient outcomes, support clinical decision-making and to build trust in the safe and effective use of the Group's technologies. The Group provides surgeons and nurses with opportunities to evaluate the latest clinical evidence, learn innovative surgical techniques and advance the effective use of the Group's products through medical education programmes run by the Group's business units. The Group provides on-site teaching at its seven Academy centres in the US, Singapore, Germany and the UK, and offers programmes blending hands-on experience with digital education through the AI-enabled Academy Online, surgical simulations, interactive eLearning, live surgery transmission, virtual reality and podcasts.

Environmental, Social and Governance

The Group's Environmental, Social and Governance ("ESG") programme supports its RISE business strategy and is built on the Group's purpose – Life Unlimited – and its culture of care, courage and collaboration. The Group drives ESG progress through three strategic pillars – People, Planet and Products.

The People ESG Pillar focuses on creating a lasting positive impact on the Group's employees and communities. The Group believes that a healthy, inclusive and engaged workforce is essential to long-term success. Employee programmes enhance employee engagement and build trust in markets that are critical to the Group's growth.

The Planet ESG Pillar focuses on minimising impact on the environment. The Group strives towards energy efficiency and is on a journey towards net zero emissions, zero-waste manufacturing and water conservation.

The Product ESG Pillar focuses on innovating sustainability across the value chain. The Group emphasises sustainable product and packaging to align with customer ESG priorities. A supplier ESG risk mitigation programme helps ensure ethical sourcing and compliance across the supply chain.

These ESG pillars align with the UN Sustainable Development Goals.

Capital allocation framework

The Group uses a capital allocation framework to prioritise the use of cash and inform the Group's investment decisions as follows:

1. Invest – in innovation to drive a step-up in organic growth;
2. Acquire – invest in acquisitions, targeting new technologies in high growth segments with strong strategic fit that meet the Group's financial criteria;
3. Maintain – maintain an optimal balance sheet position and investment grade credit ratings;
4. Return surplus capital to shareholders where appropriate.

Board of Directors

The Board of Directors is responsible for oversight of risk management, for the Group's annual strategic risk review and for determining the risk appetite the organisation is willing to take in achieving its strategic objectives.

The Board monitors risks through Board processes (Strategy Review, Disclosures, M&A, Investments, Disposals) and Committees (Audit and Compliance & Culture).

The members of the Board of Directors of the Issuer as at the date of this Base Prospectus are as follows:

Name	Title	Principal outside activity (if any) (of significance to the Issuer / the Group)
Deepak Nath	Chief Executive Officer	Non-Executive Director of Reckitt Benckiser Group plc with effect from 1 April 2026, Director of MDIC and Advamed
Rupert Soames OBE	Chair of the Board Chair of the Nomination & Governance Committee Member of the Remuneration Committee	Non-Executive Director of the Confederation of British Industry and Trustee of the Ditchley Foundation.
John Rogers	Chief Financial Officer	Non-Executive Director of Grab Holdings Limited
Angie Risley	Senior Independent Director Member of the Remuneration Committee Member of the Nomination & Governance Committee	Non-Executive Director, Chair of the Remuneration Committee and Member of the Responsible Business and Nominations Committees at InterContinental Hotels Group
Thérèse Esperdy	Independent Non-Executive Director Member of the Remuneration Committee Member of the Nomination & Governance Committee	Non-Executive Chair of Imperial Brands plc and Non-Executive Director of Moody's Corporation
Jo Hallas	Independent Non-Executive Director Member of the Audit Committee Member of the Compliance & Culture Committee	None
David King	Independent Non-Executive Director Member of the Compliance & Culture Committee Member of the Remuneration Committee	Executive Chair of Fortis Life Sciences Chair of Privia Health and AmSurg Corporation, Non-Executive Director and Chair of LGC and Non-Executive Chair of PathGroup

Garheng Kong	Independent Director	Non-Executive	Managing Partner and Co-Founder of HealthQuest Capital
	Member of the Audit Committee		Lead Independent Director of Laboratory Corporation of America
			Non-Executive Director of Xeris Biopharma Holdings Inc, Lunit Inc and IKS Health
Simon Lowth	Independent Director	Non-Executive	Group Chief Financial Officer of BT Group
	Member of the Audit Committee		
	Member of the Nomination & Governance Committee		
John Ma	Independent Director	Non-Executive	Founder, Chair and Chief Executive of Ronovo Surgical
	Member of the Compliance & Culture Committee		
Jez Maiden	Independent Director	Non-Executive	Senior Independent Director and Interim Chair of the Remuneration Committee of Travis Perkins plc, Non-Executive Director and Member of the Audit Committee at Intertek
	Chair of the Audit Committee		
	Member of the Remuneration Committee		Group plc
Katarzyna Mazur-Hofsaess	Independent Director	Non-Executive	Trustee at Global Clubfoot Initiative, a UK based charity
	Member of the Compliance & Culture Committee		
Marc Owen	Independent Director	Non-Executive	None
	Member of the Audit Committee		
	Chair of the Compliance & Culture Committee		
	Member of the Nomination & Governance Committee		
	Member of the Remuneration Committee		
Sybella Stanley	Independent Director	Non-Executive	Director of Corporate Finance at RELX Group, Co-Chair of the Development Board of Somerville College, Oxford
	Chair of the Remuneration Committee		

Helen Barraclough is the Company Secretary of the Issuer.

The business address of each of the Directors and the Company Secretary referred to above is Building 5, Croxley Park, Hatters Lane, Watford, Hertfordshire, England, WD18 8YE.

Other than as disclosed above, none of the Directors listed above has any other significant principal activities outside the Issuer (or, as the case may be, the Group). There are no potential conflicts of interest between duties owed by the Directors of the Issuer to the Issuer (or, as the case may be, to the Group) and their private interests or other duties.

Major Shareholders

As at 17 February 2026, the Issuer is not aware of any person who has a significant direct or indirect holding of the Issuer's securities, as defined in the Disclosure and Transparency Rules of the FCA, other than as shown below, and the Issuer is not aware of any persons holding securities which may control the Issuer. There are no securities in issue which have special rights as to the control of the Issuer.

As at 17 February 2026, the Issuer had received notifications in accordance with the FCA's Disclosure and Transparency Rule 5.1.2 of the following interests in the voting rights of the Issuer.

Name of Shareholder	Percentage %
Blackrock, Inc.	7.17
Cevian Capital II GP Limited	5.02

Employees

During the year ended 31 December 2025, the approximate number of people employed by the Group was 17,000 worldwide.

Material Contracts

The Group has not entered into any material contracts in areas outside of its ordinary course of business which could result in any member of the Group being under an obligation or an entitlement that is material to the Issuer's ability to meet its obligations to holders of the Notes issued under the Programme.

Litigation

The Issuer and its subsidiaries are party to various legal proceedings, some of which include claims for substantial damages. The outcome of these proceedings cannot readily be foreseen but, other than as disclosed in Note 5 (Taxation) and Note 17 (Provisions and contingencies) to the 2025 Financial Statements, the Group's management believes none of them are likely to result in a material adverse effect on the financial position of the Group.

The Group provides for outcomes that are deemed to be probable and can be reliably estimated. Such provisions mainly relate to various other product liability and intellectual property litigation matters. The Group carries considerable product liability insurance, and will continue to defend claims vigorously. However, there is no assurance that losses will not exceed provisions or will not have a significant impact on the Group's results of operations in the period in which they are realised.

TAXATION

General

The comments below are of a general nature and are not intended to be exhaustive. They apply only to persons who are beneficial owners of the Notes, and concern only certain withholding obligations with respect to the Notes. They assume that there will be no substitution of the Issuer and do not address the consequences of any such substitution (notwithstanding that such substitution may be permitted by the terms and conditions of the Notes). Any Noteholders or Couponholders who are in doubt as to their own tax position should consult their professional advisers. In particular, Noteholders should be aware that the tax legislation of any jurisdiction where a Noteholder is resident or otherwise subject to taxation (as well as the jurisdictions discussed below) may have an impact on the tax consequences of an investment in the Notes including in respect of any income received from the Notes.

United Kingdom Taxation

The comments in this part are based on current United Kingdom tax law as applied in the United Kingdom (but does not comment on matters of devolved taxation) and HM Revenue & Customs practice (which may not be binding on HM Revenue & Customs), in each case as at the latest practicable date before the date of this Base Prospectus, and are not intended to be exhaustive.

References in this part to “interest” shall mean amounts that are treated as interest for the purposes of United Kingdom taxation.

1. Interest on the Notes

The Notes issued which carry a right to interest will constitute “quoted Eurobonds” within the meaning of section 987 of the Income Tax Act 2007 (“**Income Tax Act**”) provided they are and continue to be listed on a recognised stock exchange, within the meaning of section 1005 of the Income Tax Act as it applies for the purposes of section 987 of the Income Tax Act. The London Stock Exchange is a recognised stock exchange for these purposes. Notes will be treated as listed on the London Stock Exchange if they are included in the Official List by the FCA and are admitted to trading on the Main Market (excluding the High Growth Segment) of the London Stock Exchange.

Whilst the Notes are and continue to be quoted Eurobonds within the meaning of section 987 of the Income Tax Act, payments of interest by the Issuer on the Notes may be made without withholding or deduction for or on account of UK income tax.

In all other cases, interest will generally be paid by the Issuer under deduction of UK income tax at the basic rate (currently 20 per cent.), subject to the availability of other reliefs or exceptions under domestic law or to any direction to the contrary from HM Revenue & Customs in respect of such relief as may be available pursuant to the provisions of any applicable double taxation treaty. However, there should be no withholding or deduction for or on account of UK income tax if the relevant interest is paid on Notes with a maturity date of less than one year from the date of issue and which are not issued under arrangements the intention or effect of which is to render such Notes part of a borrowing with a total term of a year or more. If any amount must be withheld by the Issuer on account of UK tax from payments of interest on the Notes then the Issuer will, subject to the provisions of Condition 8 (*Taxation*) of the Notes (including customary exceptions set out therein), pay such additional amounts as will result in the Noteholders or Couponholders receiving an amount equal to that which they would have received had no such withholding been required. The effect of the Finance (No.2) Bill 2024-26 would be (if enacted in the form in which it was published on 3 February 2026, following amendment in the Public Bill Committee of the House of Commons) to provide that the rate of withholding will be equal to the savings basic rate of income tax, and that such rate will increase to 22% from 6 April 2027.

Interest on the Notes constitutes UK source income for UK tax purposes and, as such, may be subject to UK tax by direct assessment even where paid without withholding. However, interest with a UK source received without deduction or withholding on account of UK tax will not be chargeable to UK tax in the hands of a Noteholder who is not resident for tax purposes in the UK unless that Noteholder carries on a trade, profession or vocation in the UK through a UK branch or agency or, in the case of a corporate Noteholder, carries on a trade through a UK permanent establishment, in connection with which the interest is received or to which the Notes are attributable, in which case tax may be levied on the UK branch or agency, or permanent establishment. There are exemptions for interest received by certain categories of agent (such as some brokers and investment managers).

The provisions relating to additional amounts referred to in Condition 8 (*Taxation*) of the Notes would not apply if HM Revenue & Customs sought to assess the person entitled to the relevant interest or (where applicable) profit on any Note directly to UK tax. However, exemption from or reduction of such UK tax liability might be available under an applicable double taxation treaty.

2. Other Rules Relating to United Kingdom Withholding Tax

Any premium element of the redemption amount of any Notes redeemable at a premium may constitute a payment of interest subject to the withholding tax provisions discussed above. In certain cases, amounts of discount where Notes are issued at a discount could also constitute a payment of interest. The statements above do not take any account of any different definitions of “interest” or “principal” which may prevail under any other law or which may be created by the Conditions of the Notes or any related documentation.

FATCA Withholding

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, as amended, commonly known as FATCA, a “foreign financial institution” (including an intermediary through which Notes are held) may be required to withhold at a rate of 30 per cent. on certain payments it makes (“**foreign passthru payments**”) to persons that fail to meet certain certification, reporting, or related requirements. A number of jurisdictions (including the U.K.) 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 Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, proposed regulations have been issued that provide that such withholding would not apply prior to the date that is two years after the date on which final regulations defining “foreign passthru payments” are published in the U.S. Federal Register, and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining “foreign passthru payments” are filed with the U.S. Federal Register generally would be “grandfathered” for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the issuer). However, if additional notes (as described under Condition 15 (*Further Issues*)) that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. In the preamble to the proposed regulations, the U.S. Treasury Department indicated that taxpayers may rely on these proposed regulations until the issuance of final regulations. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes. In

the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

SUBSCRIPTION AND SALE

Summary of Dealer Agreement

Subject to the terms and on the conditions contained in a dealer agreement dated 17 March 2026 (the “**Dealer Agreement**”) between the Issuer, the Arranger and the Permanent Dealers, the Notes will be offered on a continuous basis by the Issuer to the Permanent Dealers. However, the Issuer has reserved the right to sell Notes directly on its own behalf to Dealers that are not Permanent Dealers. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Notes may also be sold by the Issuer through the Dealers, acting as agents of the Issuer. The Dealer Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

The Issuer will pay each relevant Dealer a commission as agreed between them in respect of Notes subscribed by it. The Issuer has agreed to reimburse the Arranger for certain of its expenses incurred in connection with the establishment of the Programme and the Dealers for certain of their activities in connection with the Programme.

The Issuer has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Dealer Agreement entitles the Dealers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the Issuer.

Selling Restrictions

United States

The Notes have not been and will not be registered under the Securities Act, as amended and may not be offered or sold within the 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 under the Securities Act.

The Notes 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 U.S. Internal Revenue Code 1986 and regulations thereunder.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, except as permitted by the Dealer Agreement, it has not offered, sold or delivered and will not offer, sell or deliver the Notes (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date, within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each dealer to which it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering, an offer or sale of Notes within the United States by a dealer (not participating in the offering) may violate the registration requirements of the Securities Act.

This Base Prospectus has been prepared by the Issuer for use in connection with the offer and sale of the Notes outside the United States. The Issuer and the Dealers reserve the right to reject any offer to purchase the Notes, in whole or in part, for any reason. This Base Prospectus does not constitute an offer to any person in the United States. Distribution of this Base Prospectus by any non-U.S. person outside the United States to any U.S. person

or to any other person within the United States, is unauthorised and any disclosure without the prior written consent of the Issuer of any of its contents to any such U.S. person or other person within the United States is prohibited.

Prohibition of Sales to EEA Retail Investors

Unless the Final Terms in respect of any Notes specifies the “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression “**retail investor**” means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
 - (ii) a customer within the meaning of Insurance Distribution Directive where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in Regulation (EU) 2017/1129; and
- (b) the expression an “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the Final Terms in respect of any Notes specifies the “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, in relation to each Member State of the European Economic Area, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in that Member State except that it may make an offer of such Notes to the public in that Member State:

- (A) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (B) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (C) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (A) to (C) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation, or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an “**offer of Notes to the public**” in relation to any Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes and the expression “**Prospectus Regulation**” means Regulation (EU) 2017/1129.

Prohibition of Sales to UK Retail Investors

Unless the Final Terms in respect of any Notes specifies the “Prohibition of Sales to UK Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or distributed or otherwise made available and will not offer, sell or distribute or otherwise make available any Notes which are the subject of

this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the United Kingdom. For these purposes:

- (a) the expression “**retail investor**” means a person who is either one (or both) of the following:
 - (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law of the UK by virtue of the EUWA; or
 - (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRs; and
- (b) the expression “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to buy or subscribe for the Notes.

If the Final Terms in respect of any Notes specifies “Prohibition of Sales to UK Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of this Base Prospectus as completed by the Final Terms in relation thereto to the public in the United Kingdom except that it may make an offer:

- (A) at any time where the offer is conditional on the admission of the Notes to trading on the London Stock Exchange plc’s main market (in reliance on the exception in paragraph 6(a) of Schedule 1 to the POATRs);
- (B) at any time to any legal entity which is a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRs;
- (C) at any time to fewer than 150 persons (other than qualified investors as defined in paragraph 15 of Schedule 1 to the POATRs) in the United Kingdom subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (D) at any time in any other circumstances falling within Part 1 of Schedule 1 to the POATRs.

For the purposes of this provision, the expression “**an offer of Notes to the public**” in relation to any Notes means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to buy or subscribe for the Notes and the expression “**POATRs**” means the Public Offers and Admissions to Trading Regulations 2024.

United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (i) in relation to any Notes which have a maturity of less than one year, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of section 19 of the FSMA by the Issuer;
- (ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of

section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and

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

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under this Programme will be required to acknowledge that this Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore (the “MAS”), and the Notes will be offered pursuant to exemptions under the Securities and Futures Act, 2001 of Singapore, as modified or amended from time to time (the “**Securities and Futures Act**” or “SFA”). Accordingly, each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that the Notes have not been offered or sold and will not be offered or sold or made the subject of an invitation for subscription or purchase nor will this Base Prospectus or any other document or material in connection with the offer or sale or invitation for subscription or purchase of any Notes be circulated or distributed, 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) pursuant to Section 274 of the Securities and Futures Act 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 Securities and Futures Act.

Canada

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that Notes may be sold only to Canadian purchasers purchasing, or deemed to be purchasing, as principal that are both “**accredited investors**”, as defined in National Instrument 45-106 *Prospectus Exemptions* (“**NI 45-106**”) or subsection 73.3(1) of the Securities Act (Ontario), and “**permitted clients**”, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of such Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a Canadian purchaser with remedies for rescission or damages if this Base Prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the Canadian purchaser within the time limit prescribed by the securities legislation of the Canadian purchaser’s province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the Canadian purchaser’s province or territory for particulars of these rights or consult with a legal adviser.

Pursuant to section 3A.3 of National Instrument 33-105 *Underwriting Conflicts* (“**NI 33-105**”), the Dealers are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with any offer of Notes.

Upon receipt of this Base Prospectus, each Canadian purchaser is hereby deemed to confirm that it has expressly requested that all documents evidencing or relating in any way to the sale of Notes described herein (including, for the avoidance of doubt, any purchase confirmation or any notice) be drawn up in the English language only. *Par la réception de ce document, chaque acheteur canadien est réputé d’avoir confirmé par les présentes qu’il a expressément exigé que tous les documents faisant foi ou se rapportant de quelque manière que ce soit à la vente des billets décrites aux présentes (incluant, pour éviter toute incertitude, toute confirmation d’achat ou tout avis) soient rédigés en anglais seulement.*

Switzerland

Each of the Dealers has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that this Base Prospectus is not intended to constitute an offer or solicitation to purchase or invest in the Notes in Switzerland. The Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act (the “**FinSA**”) and no application has or will be made to admit the Notes to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this Base Prospectus nor any other offering or marketing material relating to the Notes constitutes a prospectus pursuant to the FinSA, and neither this Base Prospectus nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the “**Financial Instruments and Exchange Act**”). Accordingly, each of the Dealers has represented and agreed that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and other relevant laws and regulations of Japan.

General

These selling restrictions may be modified by the agreement of the Issuer and the Dealers following a change in a relevant law, regulation or directive.

No representation is made that any action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of this Base Prospectus or any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required.

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it shall, to the best of its knowledge, comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes this Base Prospectus, any other offering material or any Final Terms in all cases at its own expense.

FORM OF FINAL TERMS

The form of Final Terms that will be issued in respect of each Tranche, subject only to the deletion of non-applicable provisions, is set out below:

[The offer of the Notes described in these Final Terms is conditional on the Notes being admitted to trading on the Main Market of the London Stock Exchange. The offer of these Notes by the Issuer may be withdrawn without liability to the Issuer if the Notes are not admitted to the Main Market of the London Stock Exchange on the Issue Date.]

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

[PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (“**UK**”). For these purposes, a retail investor means a person who is either one (or both) of the following: (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law of the UK by virtue of the European Union (Withdrawal) Act 2018, as amended (“**EUWA**”); or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024 (“**POATRs**”).

Consequently, [no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”)]/[disclosure document required by the FCA Product Disclosure Sourcebook (“**DISC**”)] for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared, and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under [the UK PRIIPs Regulation]/[DISC and Consumer Composite Investments (Designated Activities) Regulations 2024].]

[MiFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, “**MiFID II**”)]/[MiFID II]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the manufacturer[‘s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[‘s/s’] target market assessment) and determining appropriate distribution channels.]

[UK MiFIR product governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined

in the FCA Handbook Conduct of Business Sourcebook (“COBS”), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law of the UK by virtue of the [European Union (Withdrawal) Act 2018, as amended]/[EUWA] (“UK MiFIR”); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any [person subsequently offering, selling or recommending the Notes (a “distributor”)] [distributor] should take into consideration the manufacturer[‘s/s’] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “UK MiFIR Product Governance Rules”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[‘s/s’] target market assessment) and determining appropriate distribution channels.]

[SINGAPORE SFA PRODUCT CLASSIFICATION – In connection with Section 309B of the Securities and Futures Act 2001 of Singapore, as amended from time to time (the “SFA”) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “CMP Regulations 2018”), unless otherwise specified before an offer of Notes, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are ‘prescribed capital markets products’ (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]

Final Terms dated [•]

Smith & Nephew plc

Legal entity identifier (LEI): 213800ZTMDN8S67S1H61

Issue of [**Aggregate Nominal Amount of Tranche**] [**Title of Notes**]
under the **U.S.\$5,000,000,000 Euro Medium Term Note Programme**

PART A – CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Prospectus dated 17 March 2026 [and the supplement(s) to it dated [•]] which [together] constitute[s] a base prospectus (the “**Base Prospectus**”) for the purposes of the Prospectus Rules: Admission to Trading on a Regulated Market sourcebook (“PRM”). This document constitutes the Final Terms of the Notes described herein for the purposes of the PRM and must be read in conjunction with the Base Prospectus in order to obtain all the relevant information. The Base Prospectus has been published on the website of the London Stock Exchange (<http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>).]

Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote guidance for completing the Final Terms.

1. (i) Issuer: Smith & Nephew plc
2. (i) [Series Number]: [•]
- (ii) [Tranche Number]: [•]

- (iii) [Date on which the Notes become fungible: [Not Applicable]/[The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [insert description of the Series] on [insert date/the Issue Date/exchange of the temporary Global Note for interests in the permanent Global Note, as referred to in paragraph [25] below [which is expected to occur on or about [insert date]]].]
3. Specified Currency or Currencies: [•]
4. Aggregate Nominal Amount:
- (i) [Series]: [•]
- (ii) [Tranche]: [•]
5. Issue Price: [•] per cent. of the Aggregate Nominal Amount [plus accrued interest from [•]]
6. (i) Specified Denominations: [[•] / [€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Notes in definitive form will be issued with a denomination above [€199,000].]
- (ii) Calculation Amount: [•]
7. (i) Issue Date: [•]
- (ii) Interest Commencement Date: [[•] / Issue Date / Not Applicable]
[(In the case of a fixed-to-floating rate, include the following: 'In respect of the period from (and including) [•] to (but excluding) [•]:' to set out relevant commencement dates)]
8. Maturity Date: [[•] / Interest Payment Date falling in or nearest to [specify the relevant month and year] (for Floating Rate Notes)]
9. Interest Basis: [[•] per cent. Fixed Rate]
 [[•] month [EURIBOR]/[SONIA]/[SOFR]/[€STR]
 [+/- [•] per cent. Floating Rate]
 [Zero Coupon]
 (See paragraph [14/15] below)
10. Redemption/Payment Basis: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [[•]/[100]] per cent. of their nominal amount.
11. Change of Interest Basis: [*Specify the date when any fixed to floating rate change occurs or refer to paragraphs 14 and 15 below and identify there*] / [Not Applicable]

12. Put/Call Options: [Issuer Call Option]
 [Issuer Maturity Par Call]
 [Clean-up Call]
 [Make-Whole Call]
 [Put Option]
 [Change of Control Put Option]
 See paragraph[s] [17/18/19/20/21/22] below))
13. Date [Board] approval for issuance of Notes obtained: The issue of the Notes was approved by [the Board of Directors] of the Issuer on [●] / [Not Applicable]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. Fixed Rate Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Rate[(s)] of Interest: [[●] per cent. per annum payable in arrear on each Interest Payment Date]
- (ii) Interest Payment Date(s): [[●] [and [●]] in each year, commencing on [●], up to and including the Maturity Date]/[specify other]
(Amend appropriately in the case of irregular coupons)
 [[There will be a [long/short] [first/last] coupon in respect of the period from and including [●] to but excluding [●]]
- (iii) Fixed Coupon Amount[(s)]: [●] per Calculation Amount
- (iv) Broken Amount(s): [[●] per Calculation Amount will be payable on the Interest Payment Date falling [in/on] [●] in respect of the period from and including [●] to but excluding [●]] / [Not Applicable]
- (v) Day Count Fraction: [30/360] /
 [Actual/Actual-ICMA] /
 [Actual/Actual] /
 [Actual/Actual-ISDA] /
 [Actual/365 (Fixed)] /
 [Actual/365 (Sterling)] /
 [30E/360] /
 [Eurobond Basis] /
 [30E/360 (ISDA)] /
 [Actual/360] /
 [360/360] /
 [Bond Basis] /
 [●]]

- (vi) Determination Dates: [Not Applicable] / [[•] in each year] (*insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon*)
(*This is only relevant where Day Count Fraction is Actual/Actual-ICMA*)
15. Floating Rate Note Provisions [Applicable/Not Applicable]
(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
- (i) Interest Period(s): [[•][and [•]] [, subject to adjustment in accordance with the Business Day Convention set out in paragraph 15(iv) below]/, [not subject to any adjustment[, as the Business Day Convention in paragraph 15(iv) below is specified to be Not Applicable]]]
- (ii) Specified Interest Payment Dates: [[•] [and [•]] in each year, [, subject to adjustment in accordance with the Business Day Convention set out in paragraph 15(iv) below/, not subject to any adjustment[, as the Business Day Convention in paragraph 15(iv) below is specified to be Not Applicable]]
- (iii) First Interest Payment Date: [•]
- (iv) Business Day Convention: [Floating Rate Convention] / [Following Business Day Convention] / [Modified Following Business Day Convention] / [Preceding Business Day Convention] / [Not Applicable]
- (v) Business Centre(s): [•]
- (vi) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Issuing and Paying Agent): [•] shall be Calculation Agent / [Not Applicable]
- (vii) Screen Rate Determination: [Applicable - [Term Rate]/[Overnight Rate] / Not Applicable]
(*If not applicable, delete the remaining items of this subparagraph*)
- Calculation Method: [Compounded Daily (Formula Rate)]/[Compounded Daily (Index Rate)]/[Not Applicable]
(*Not Applicable if the Reference Rate is EURIBOR*)
- Reference Rate: [[•] month EURIBOR]] [SONIA] [SOFR] [€STR]

–	Interest Determination Date(s):	[●]/[The date falling [●] Business Days prior to the first day of each Interest Period/First day of each Interest Period/The [●] Business Day immediately preceding the Interest Payment Date for each Interest Period (or the date falling “p” Business Days prior to such earlier date, if any, on which the Notes become due and payable)/The date falling “p” Business Days prior to the Interest Payment Date for each Interest Period (or immediately preceding such earlier date, if any, on which the Notes are due and payable)] <i>(The second day on which T2 is open prior to the start of each Interest Period if EURIBOR)</i>
–	Relevant Screen Page:	[•] <i>(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)</i>
–	Principal Financial Centre:	[[●]/Not Applicable]
–	Observation Method:	[Lag][Lock-out][Observation Shift][Not Applicable]
–	Lag Look-back Period (p):	[[five days][●]/Not Applicable]
–	Observation Shift Period (p):	[[●]/Not Applicable]
–	Compounded Index Period (p):	[[●]/Not Applicable] <i>(Only applicable where the Calculation Method is Compounded Daily (Index Rate))</i>
–	D:	[[●]/365/360/As per the Conditions]
–	Relevant Decimal Place:	[[●]/As per the Conditions]
–	Relevant Time:	[[●]/Not Applicable] <i>(Only applicable where the Calculation Method is Compounded Daily (Index Rate))</i>
(viii)	Linear Interpolation:	[Not Applicable] / [Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (<i>specify for each short or long interest period</i>)]
(ix)	Margin(s):	[+/-] [•] per cent. per annum
(x)	Minimum Rate of Interest:	[•] per cent. per annum
(xi)	Maximum Rate of Interest:	[•] per cent. per annum

(xii) Day Count Fraction:	[[Actual/Actual (ISDA)],[Actual/Actual] Actual/365 (Fixed) Actual/365 (Sterling) Actual/360 [30/360][360/360][Bond Basis] [30E/360][Eurobond Basis] [30E/360 (ISDA)]
16. Zero Coupon Note Provisions	[Applicable]/[Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i) Amortisation Yield:	[•] per cent. per annum
(ii) Day Count Fraction in relation to Early Redemption Amounts:	[30/360] / [Actual/Actual-ICMA] / [Actual/Actual] / [Actual/Actual-ISDA] / [Actual/365 (Fixed)] / [Actual/365 (Sterling)] / [30E/360] / [Eurobond Basis] / [30E/360 (ISDA)] / [Actual/360] / [360/360] / [Bond Basis] / [•]]
PROVISIONS RELATING TO REDEMPTION	
17. Issuer Call Option	[Applicable] / [Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i) Optional Redemption Date(s):	[•] <i>(If the Issuer Maturity Par Call is specified as Applicable in paragraph 18 below, such Optional Redemption Date should fall prior to the Par Call Period Commencement Date).</i>
(ii) Optional Redemption Amount(s) of each Note:	[[•] per Calculation Amount]
(iii) If redeemable in part:	
(a) Minimum Amount:	Redemption [•] per Calculation Amount
(b) Maximum Amount:	Redemption [•] per Calculation Amount
(iv) Notice period:	Minimum period: [15] / [•] days Maximum period: [45] / [•] days

18. Issuer Maturity Par Call: [Applicable] / [Not Applicable]
(If not applicable, delete the remaining sub-paragraph of this paragraph)
- (i) Final Redemption Amount: [•]
- (ii) Date fixed for redemption: [•]
- (iii) Notice period: Minimum period: [15] / [•] days
Maximum period: [45] / [•] days
- (iv) Par Call Period Commencement Date: [•] days prior to the Maturity Date
- (v) If redeemable in part:
- (a) Minimum Redemption Amount: [•] per Calculation Amount
- (b) Maximum Redemption Amount: [•] per Calculation Amount
19. Clean-up Call: [Applicable] / [Not Applicable]
(If not applicable, delete the remaining sub-paragraph of this paragraph)
- (i) Notice period: Minimum period: [15] / [•] days
Maximum period: [45] / [•] days
- (ii) Clean-up Call Threshold: [[75] per cent.] / [•]
20. Make-Whole Call: [Applicable] / [Not Applicable]
(If not applicable, delete the remaining sub-paragraph of this paragraph)
- (i) [Make-Whole Reference Date: [Maturity Date]/[Par Call Period Commencement Date]/ [•]
- (ii) [Spens Call Reference Date: [Maturity Date]/[Par Call Period Commencement Date]/ [•]
- (iii) Make-Whole Optional Redemption Amount: [Make-Whole Redemption Amount][Spens Amount]
- (iv) [Determination Date: [•] *(If Spens Amount is specified)*]
- (v) [Quotation Time: [•][a.m./p.m.] *(If Spens Amount is specified)*]
- (vi) Optional Redemption Date: [•] *(if the Issuer Maturity Par Call is specified Applicable in paragraph 18 above, such Make-Whole Redemption Date should fall prior to the Par Call Period Commencement Date specified herein)*
- (vii) Redemption Amount:
- (a) Minimum Redemption Amount: [•] per Calculation Amount
- (b) Maximum Redemption Amount: [•] per Calculation Amount
- (viii) Redemption Margin: [•] / [Not Applicable]

- (ix) Reference Bond: [•]
- (x) Notice Period: Minimum period: [15] / [•] days
Maximum period: [45] / [•] days
21. Put Option: [Applicable / Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption Date(s): [•]
- (ii) Optional Redemption Amount(s) of each Note: [[•] per Calculation Amount]
- (iii) Notice Periods: Minimum period: [15] / [•] days
Maximum period: [45] / [•] days
22. Change of Control Put Option: [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraph of this paragraph)
- (i) Change of Control Redemption Amount(s): [•] per Calculation Amount
- (ii) Change of Control Put Date: [•]
23. Final Redemption Amount: [[•] / [Par]] per Calculation Amount
24. Early Redemption Amount: [•]
25. Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default or other early redemption: [[•] / [Par]] per Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE NOTES

26. Form of Notes: **Bearer Notes:**
[Temporary Global Note exchangeable for a permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the permanent Global Note]
Registered Notes:
[Permanent Global Note exchangeable for Definitive Notes in the limited circumstances specified in the permanent Global Note]
Registered Notes:
[Global Note registered in the name of a nominee for a common safekeeper for Euroclear and Clearstream, Luxembourg]
27. New Global Note/held under New Safekeeping Structure: [Yes / No]

28. Financial Centre(s): [Not Applicable / [•]]
(Note that this paragraph relates to the date of payment, and not the end dates of interest periods for the purposes of calculating the amount of interest, to which paragraph 15(v) relates)
29. Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature): [No / Yes. As the Notes have more than 27 coupon payments, talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made.]

THIRD PARTY INFORMATION

[(Relevant third party information) has been extracted from (specify source). The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by (specify source), no facts have been omitted which would render the reproduced information inaccurate or misleading.]

(Include only if third party information has been included in the Final Terms.)

Signed on behalf of **Smith & Nephew plc**:

By:.....
Duly authorised

By:.....
Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (i) Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted [to the Official List of the Financial Conduct Authority and] to trading on [the Main Market of the London Stock Exchange plc] with effect from [•].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted [to the Official List of the Financial Conduct Authority and] to trading on [the Main Market of the London Stock Exchange plc] with effect from [•].] [Not Applicable.]

(Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)

- (ii) Estimate of total expenses related to admission to trading: [•]

2. RATINGS

[Not Applicable] / [[The Notes to be issued [have been/are expected to be] rated [by [Moody’s Investors Service Limited (“**Moody’s**”)]/[Fitch Ratings Limited (“**Fitch**”)] [/other].]

[Include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider and is different from the Issuer rating disclosure already included in the base prospectus.]

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

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

(Include a description of any interest, including a conflict of interest, that is material to the issue/offer, detailing the persons involved and the nature of the interest.)

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

(Amend as appropriate if there are other interests)]

4. REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS

Reasons for the offer: [•] / See “*Use of Proceeds*” in the Base Prospectus]

Estimated net proceeds: [•]

5. **Fixed Rate Notes only – YIELD**

Indication of yield: [•]

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

6. OPERATIONAL INFORMATION

ISIN:	[•]
Common Code:	[•]
Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s):	[Not Applicable / [•]]
Delivery:	Delivery [against/free of] payment
Names and addresses of additional Paying Agent(s) (if any):	[Not Applicable / [•]]
Intended to be held in a manner which would allow Eurosystem eligibility:	<p>[Yes. Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper)] <i>[include this text for registered notes]</i> and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.] /</p> <p>[No. Whilst the designation is specified as “no” at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper)] <i>[include this text for registered notes]</i>. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]</p>

7. **DISTRIBUTION**

(i) Method of distribution:	[Syndicated / Non-syndicated]
(ii) If syndicated:	
(A) Names of Managers:	[Not Applicable / [•]]
(B) Stabilisation Manager(s) (if any):	[Not Applicable / [•]]
(iii) If non-syndicated, name of Dealer:	[Not Applicable / [•]]
(iv) Financial intermediaries authorised to use the Base Prospectus and these Final Terms:	<p>[Give names]</p> <p><i>(Where an offer is made reliant on paragraph 6(a) of Schedule 1 to the POATRs, give names of authorised financial intermediaries)]</i></p>

- (v) US Selling Restrictions: [Reg. S Compliance Category 2;
TEFRA C/ TEFRA D/ TEFRA not applicable]
- (vi) Prohibition of Sales to EEA [Applicable / Not Applicable]
Retail Investors: *(If the Notes clearly do not constitute “packaged” products or the Notes do constitute “packaged” products and a key information document will be prepared in the EEA, “Not Applicable” should be specified. If the Notes may constitute “packaged” products and no key information document will be prepared in the EEA, “Applicable” should be specified.)*
- (vii) Prohibition of Sales to UK [Applicable / Not Applicable]
Retail Investors: *(If the Notes clearly do not constitute “packaged” products or the Notes do constitute “packaged” products and a key information document will be prepared in the UK, “Not Applicable” should be specified. If the Notes may constitute “packaged” products and no key information document will be prepared in the UK, “Applicable” should be specified.)*

GENERAL INFORMATION

- (1) The listing of the Notes on the Official List will be expressed as a percentage of their nominal amount (exclusive of accrued interest). It is expected that each Tranche of the Notes which is to be admitted to the Official List and to trading on the Market will be admitted separately as and when issued, subject only to the issue of a temporary or permanent Global Note (or one or more Certificates) in respect of each Tranche. The listing of the Programme in respect of the Notes is expected to be granted on or before 20 March 2026. Transactions will normally be effected for delivery on the third working day after the day of the transaction. However, unlisted Notes may be issued pursuant to the Programme.

This Base Prospectus has been approved by the FCA as a base prospectus. Application has been made to the FCA for Notes issued under the Programme to be admitted to the Official List and to the London Stock Exchange for Notes issued under the Programme to be admitted to trading on the Market.

The Programme provides that Notes may be listed or admitted to trading, as the case may be, on such other or further stock exchange(s) or markets as may be agreed between the Issuer and the relevant Dealer. The Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any market.

- (2) The Issuer has obtained all necessary consents, approvals and authorisations in connection with the establishment of the Programme. The establishment of the Programme was authorised by the Board of Directors of the Issuer by way of written resolution circulated on 22 January 2026 and by a Sub-Committee of the Board of Directors of the Issuer at a meeting held on 10 March 2026.
- (3) There has been no significant change in the financial performance or financial position of the Issuer or of the Group since the later of (i) 31 December 2025 and (ii) the end of last period for which interim consolidated financial statements of the Group have been published and there has been no material adverse change in the prospects of the Issuer or of the Group since 31 December 2025.
- (4) Neither the Issuer nor any of its subsidiaries is, or has been, involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the 12 months preceding the date of this Base Prospectus which may have or has had in the recent past significant effects on the financial position or profitability of the Issuer or the Group.
- (5) Each Bearer Note having a maturity of more than one year, Receipt, Coupon and Talon will bear the following legend: “Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code”.
- (6) Notes have been accepted for clearance through the Euroclear and Clearstream, Luxembourg systems (which are the entities in charge of keeping the records). The Common Code, the International Securities Identification Number (ISIN) and (where applicable) the identification number for any other relevant clearing system for each Series of Notes will be set out in the relevant Final Terms.

The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy, L-1855 Luxembourg.
- (7) There are no material contracts entered into other than in the ordinary course of the Issuer’s business, which could result in any member of the Issuer’s Group being under an obligation or entitlement that is material to the Issuer’s ability to meet its obligations to noteholders in respect of the Notes being issued.
- (8) The Legal Entity Identifier code of the Issuer is 213800ZTMDN8S67S1H61.

- (9) The website of the Issuer is <https://www.smith-nephew.com/en-gb>. The information on <https://www.smith-nephew.com/en-gb> does not form part of this Base Prospectus, except where that information has been incorporated by reference into this Base Prospectus.
- (10) Where information in this Base Prospectus has been sourced from third parties, this information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from the information published by such third parties no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third party information is identified where used.
- (11) The issue price and the amount of the relevant Notes will be determined, before filing of the relevant Final Terms of each Tranche, based on the prevailing market conditions. The Issuer does not intend to provide any post-issuance information in relation to any issues of Notes.
- (12) For so long as Notes may be issued pursuant to this Base Prospectus, the following documents will be available at <https://www.smith-nephew.com/en/who-we-are/investors#analysts>:
- (i) the Trust Deed (which includes the form of the Global Notes, the definitive Bearer Notes, the Certificates, the Coupons, the Receipts and the Talons);
 - (ii) the Agency Agreement;
 - (iii) the Memorandum and Articles of Association of the Issuer;
 - (iv) each Final Terms; and
 - (v) a copy of this Base Prospectus together with any Supplement to this Base Prospectus, and the following documents will be available at <https://www.smith-nephew.com/en/who-we-are/investors/reports-and-presentations>:
 - (vi) the published annual report and audited consolidated financial statements of the Group for the two financial years most recently ended;
 - (vii) the published interim consolidated financial statements of the Group incorporated by reference in this Base Prospectus.

This Base Prospectus is and, the Final Terms for Notes that are listed on the Official List and admitted to trading on the Market will be, published on the website of the London Stock Exchange at <http://www.londonstockexchange.com>.

The auditors of the Issuer are Deloitte LLP of 1 New Street Square, London, EC4A 3HQ, which are registered to carry out audit work by the Institute of Chartered Accountants in England and Wales. Deloitte LLP have, without qualification, audited (i) the financial statements of the Issuer and (ii) the consolidated financial statements of the Group for the years ended 31 December 2024 and 31 December 2025.

- (13) Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services to the Issuer, and/or its affiliates in the ordinary course of business. Certain of the Dealers and their affiliates may have positions, deal or make markets in the Notes issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities. In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own

account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or its affiliates. Certain of the Dealers or their affiliates routinely hedge their credit exposures to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

- (14) Except where such information has been incorporated by reference into this Base Prospectus, the contents of the Issuer's website, any website mentioned in this Base Prospectus or any website directly or indirectly linked to these websites have not been verified and do not form part of this Base Prospectus and investors should not rely on such information. Such information has not been scrutinised or approved by the FCA.

Registered Office of the Issuer

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Hertfordshire WD18 8YE
United Kingdom

Arranger and Dealer

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London E14 5HQ
United Kingdom

Dealers

Bank of China Limited, London Branch

1 Lothbury
London EC2R 7DB
United Kingdom

BNP PARIBAS

16, boulevard des Italiens
75009 Paris
France

Citigroup Global Markets Limited

Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

J.P. Morgan Securities plc

25 Bank Street
Canary Wharf
London E14 5JP
United Kingdom

Merrill Lynch International

2 King Edward Street
London EC1A 1HQ
United Kingdom

Mizuho International plc

30 Old Bailey
London EC4M 7AU
United Kingdom

SMBC Bank International plc

100 Liverpool Street
London EC2M 2AT
United Kingdom

Société Générale

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75009 Paris
France

Trustee

BNY Mellon Corporate Trustee Services Limited

160 Queen Victoria Street

London EC4V 4LA

United Kingdom

Issuing and Paying Agent and Calculation Agent

The Bank of New York Mellon, London Branch

160 Queen Victoria Street

London EC4V 4LA

United Kingdom

Registrar and Transfer Agent

The Bank of New York Mellon SA/NV, Dublin Branch

Branch

The Shipping Office

20-26 Sir John Rogerson's Quay

Dublin 2

Dublin, D02 Y049

Ireland

Auditors to the Issuer

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1 New Street Square

London EC4A 3HQ

United Kingdom

Legal Advisers to the Issuer in respect of English law

Freshfields LLP

100 Bishopsgate

London EC2P 2SR

United Kingdom

Legal Advisers to the Arranger and Dealers and the Trustee in respect of English law

Linklaters LLP

20 Ropemaker Street

London EC2Y 9AR

United Kingdom