

TERMS AND CONDITIONS OF THE BONDS

THIS DOCUMENT IS NOT AN OFFER TO SELL SECURITIES OR THE SOLICITATION OF ANY OFFER TO BUY SECURITIES.

SOLELY FOR THE PURPOSES OF THE PRODUCT GOVERNANCE REQUIREMENTS CONTAINED WITHIN: (A) EU DIRECTIVE 2014/65/EU ON MARKETS IN FINANCIAL INSTRUMENTS, AS AMENDED (“MIFID II”); (B) ARTICLES 9 AND 10 OF COMMISSION DELEGATED DIRECTIVE (EU) 2017/593 SUPPLEMENTING MIFID II; AND (C) LOCAL IMPLEMENTING MEASURES (TOGETHER, THE “MIFID II PRODUCT GOVERNANCE REQUIREMENTS”), AND DISCLAIMING ALL AND ANY LIABILITY, WHETHER ARISING IN TORT, CONTRACT OR OTHERWISE, WHICH ANY “MANUFACTURER” (FOR THE PURPOSES OF THE MIFID II PRODUCT GOVERNANCE REQUIREMENTS) MAY OTHERWISE HAVE WITH RESPECT THERETO, THE BONDS HAVE BEEN SUBJECT TO A PRODUCT APPROVAL PROCESS, WHICH HAS DETERMINED THAT: (I) THE TARGET MARKET FOR THE BONDS IS ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS ONLY, EACH AS DEFINED IN MIFID II; AND (II) ALL CHANNELS FOR DISTRIBUTION OF THE BONDS TO ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS ARE APPROPRIATE. ANY PERSON SUBSEQUENTLY OFFERING, SELLING OR RECOMMENDING THE BONDS (A “DISTRIBUTOR”) SHOULD TAKE INTO CONSIDERATION EACH MANUFACTURER’S TARGET MARKET ASSESSMENT; HOWEVER, A DISTRIBUTOR SUBJECT TO MIFID II IS RESPONSIBLE FOR UNDERTAKING ITS OWN TARGET MARKET ASSESSMENT IN RESPECT OF THE BONDS (BY EITHER ADOPTING OR REFINING EACH MANUFACTURER’S TARGET MARKET ASSESSMENT) AND DETERMINING APPROPRIATE DISTRIBUTION CHANNELS.

THE TARGET MARKET ASSESSMENT IS WITHOUT PREJUDICE TO THE REQUIREMENTS OF ANY CONTRACTUAL OR LEGAL SELLING RESTRICTIONS IN RELATION TO THE BONDS.

FOR THE AVOIDANCE OF DOUBT, THE TARGET MARKET ASSESSMENT DOES NOT CONSTITUTE: (A) AN ASSESSMENT OF SUITABILITY OR APPROPRIATENESS FOR THE PURPOSES OF MIFID II; OR (B) A RECOMMENDATION TO ANY INVESTOR OR GROUP OF INVESTORS TO INVEST IN, OR PURCHASE, OR TAKE ANY OTHER ACTION WHATSOEVER WITH RESPECT TO THE BONDS.

THE BONDS 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”) OR THE UNITED KINGDOM. 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, 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 BONDS OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE EEA OR THE UNITED KINGDOM HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE BONDS OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA OR THE UNITED KINGDOM MAY BE UNLAWFUL UNDER THE PRIIPS REGULATION.

The following, subject to completion and amendment, and save for the paragraphs in italics, is the text of the Terms and Conditions of the Bonds.

The issue of the US\$750,000,000 Zero Coupon Convertible Bonds due 2027 (the “**Bonds**”, which expression shall, unless otherwise indicated, include any Further Bonds (as defined below)) was (save in respect of any Further Bonds) authorised by resolutions of the board of directors (passed on 27 July 2020), the supervisory board (passed on 27 July 2020) and the ad-hoc committee comprising of members of the supervisory board on behalf of the supervisory board (passed 28 July 2020) of STMicroelectronics N.V. (the “**Issuer**”). The Bonds are constituted by a trust deed dated 4 August 2020 (the “**Trust Deed**”) between the Issuer and BNY Mellon Corporate Trustee Services Limited (the “**Trustee**”, which expression shall include all persons for the time being appointed as the trustee or trustees under the Trust Deed) as trustee for the holders (as defined below) of the Bonds. The statements set out in these Terms and Conditions (the “**Conditions**”) are summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the form of the Bonds. The Bondholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and those provisions applicable to them which are contained in the Paying, Transfer and Conversion Agency Agreement dated 4 August 2020 (the “**Agency Agreement**”) relating to the Bonds between the Issuer, the Trustee and The Bank of New York Mellon, London Branch (the “**Principal Paying, Transfer and Conversion Agent**”, which expression shall include any successor as Principal Paying, Transfer and Conversion Agent under the Agency Agreement), the Agents for the time being (such persons, together with the Principal Paying, Transfer and Conversion Agent, being referred to below as the “**Paying, Transfer and Conversion Agents**”, which expression shall include their successors as Agents under the Agency Agreement) and The Bank of New York Mellon SA/NV, Luxembourg Branch in its capacity as registrar in respect of the Bonds (the “**Registrar**”, which expression shall include any successor as registrar under the Agency Agreement). The Issuer has also entered into a calculation agency agreement dated 4 August 2020 (the “**Calculation Agency Agreement**”) with Conv-Ex Advisors Limited (the “**Calculation Agent**”, which expression shall include any successor as calculation agent under the Calculation Agency Agreement) whereby the Calculation Agent has been appointed to make certain calculations in relation to the Bonds.

Copies of each of the Trust Deed, the Agency Agreement and the Calculation Agency Agreement are available for inspection by the Bondholders upon reasonable request during normal business hours at the registered office for the time being of the Trustee (being at the Closing Date (as defined below) at One Canada Square, London E14 5AL, United Kingdom), and at the specified offices of the Paying, Transfer and Conversion Agents. If the physical inspection at the offices of the Trustee and the Paying, Transfer and Conversion Agents is not reasonably practicable due to the general closure of offices in London for a continuous period of 14 days or more (other than by reason of legal holidays), during such period as physical inspection is not reasonably practicable only, the Paying, Transfer and Conversion Agent may make each of the Trust Deed, the Agency Agreement and the Calculation Agency Agreement available to a Bondholder by electronic means, subject to the production of evidence satisfactory to the Paying, Transfer and Conversion Agent as to a Bondholder’s holding of such Bonds and as to its identity.

Capitalised terms used but not defined in these Conditions shall have the meanings provided in the Trust Deed, unless, in any case, the context otherwise requires or unless otherwise stated.

1 Form, Denomination, Title and Status

(a) Form and Denomination

The Bonds are in registered form, serially numbered, in principal amounts of US\$200,000 each.

(b) Title

Title to the Bonds will pass by transfer and registration as described in Condition 4. The holder (as defined below) of any Bond will (except as otherwise required by law or as ordered by a court of competent jurisdiction) be treated as its absolute owner for all purposes (whether or not it is overdue

and regardless of any notice of ownership, trust or any interest in it or its theft or loss (or that of the related certificate, as applicable) or anything written on it or the certificate representing it (other than a duly executed transfer thereof)) and no person will be liable for so treating the holder.

(c) *Status*

The Bonds constitute direct, unconditional, unsubordinated and (subject to Condition 2) unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Bonds shall, save for such exceptions as may be provided by applicable legislation and subject to Condition 2, at all times rank at least equally with all its other present and future unsecured and unsubordinated obligations.

2 Negative Pledge

So long as any Bond remains outstanding (as defined in the Trust Deed), the Issuer will not, and will ensure that none of its Material Subsidiaries will, create or have outstanding any mortgage, charge, lien, pledge or other security interest (a “**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, unless at the same time or prior thereto, the Issuer’s obligations under the Bonds and the Trust Deed (i) are secured equally and rateably therewith to the satisfaction of the Trustee, or (ii) have the benefit of such other Security Interest or guarantee or indemnity or other arrangement (whether or not including the giving of security) as the Trustee shall in its absolute discretion deem not materially less beneficial to the interests of the Bondholders or as shall be approved by an Extraordinary Resolution of the Bondholders.

3 Definitions

In these Conditions, unless otherwise provided:

“**Additional Alternative Settlement Cash Amount**” has the meaning provided in Condition 6(c)(iv).

“**Additional Ordinary Shares**” has the meaning provided in Condition 6(c)(iii).

“**Alternative Settlement Calculation Period**” means the period of 20 consecutive dealing days commencing on the third dealing day following the Alternative Settlement Election Date.

“**Alternative Settlement Cash Amount**” means, in respect of any exercise of Conversion Rights in respect of which the Issuer shall have made an Alternative Settlement Election specifying Cash Settlement, an amount in US dollars (rounded to the nearest whole multiple of US\$0.01, with US\$0.005 being rounded upwards) calculated by the Calculation Agent in accordance with the following formula and which shall be payable by the Issuer to a Bondholder in respect of the relevant Cash Settled Shares specified in the relevant Alternative Settlement Election Notice:

$$ASCA = \sum_{n=1}^N \frac{1}{N} \times CSS \times P_n$$

where:

ASCA = the Alternative Settlement Cash Amount;

CSS = the Cash Settled Shares;

P_n = the Volume Weighted Average Price of an Ordinary Share on the nth dealing day of the Alternative Settlement Calculation Period; and

N = 20, being the number of dealing days in the Alternative Settlement Calculation Period,

provided that:

- (a) if any Dividend or other entitlement in respect of the Ordinary Shares is announced, whether on or prior to or after the relevant Conversion Date in circumstances where the record date or other due date for the establishment of entitlement in respect of such Dividend or other entitlement shall be on or after the relevant Conversion Date and if on any dealing day in the Alternative Settlement Calculation Period the Volume Weighted Average Price determined as provided above is based on a price ex-such Dividend or ex-such other entitlement, then such Volume Weighted Average Price shall be increased by an amount equal to the Fair Market Value of any such Dividend or other entitlement per Ordinary Share as at the Ex-Date in respect of such Dividend or entitlement, determined on a gross basis and disregarding any withholding or deduction required to be made for or on account of tax, and disregarding any associated tax credit, all as determined by the Calculation Agent, provided that where such Fair Market Value as aforesaid cannot be determined in accordance with these Conditions before the second Amsterdam business day before the date on which payment of the Alternative Settlement Cash Amount is to be made, the relevant Volume Weighted Average Price as aforesaid shall be adjusted in such manner as determined in good faith to be appropriate by an Independent Adviser no later than such second Amsterdam business day before such payment date as aforesaid;
- (b) if any Additional Alternative Settlement Cash Amount is due in respect of any exercise of Conversion Rights in respect of which an Alternative Settlement Cash Amount is being determined, any Volume Weighted Average Price on any dealing day falling in the relevant Alternative Settlement Calculation Period but before the Applicable RA Reference Date shall be (in the case of a Retroactive Adjustment pursuant to Condition 6(b)(iii)) decreased by an amount equal to the Fair Market Value of the relevant Cash Dividend as at the Ex-Date in respect thereof or (in any other case) multiplied by the adjustment factor (as determined pursuant to these Conditions) applied to the Conversion Price in respect of the relevant Retroactive Adjustment, all as determined by the Calculation Agent, provided that where such Fair Market Value or adjustment factor as aforesaid cannot be determined in accordance with these Conditions before the second dealing day before the date on which payment of the Additional Alternative Settlement Cash Amount is to be made, the relevant Volume Weighted Average Price as aforesaid shall be adjusted in such manner as determined in good faith to be appropriate by an Independent Adviser no later than such second dealing day before such payment date as aforesaid; and
- (c) if any doubt shall arise as to the calculation of the Alternative Settlement Cash Amount or if such amount cannot be determined as provided above, the Alternative Settlement Cash Amount shall be equal to such amount as is determined in such other manner as an Independent Adviser shall consider in good faith to be appropriate to give the intended result.

“**Alternative Settlement Election**” has the meaning provided in Condition 6(c)(i).

“**Alternative Settlement Election Date**” has the meaning provided in Condition 6(c)(i).

“**Alternative Settlement Election Notice**” has the meaning provided in Condition 6(c)(i).

“**Applicable RA Reference Date**” means (i) in the case of a Retroactive Adjustment pursuant to Conditions 6(b)(i), 6(b)(ii), 6(b)(iii), 6(b)(iv), 6(b)(v) or 6(b)(ix), the relevant Ex-Date and (ii) in the case of any other Retroactive Adjustment, the RA Reference Date in respect of such Retroactive Adjustment.

“**Bondholder**” and “**holder**” mean the person in whose name a Bond is registered in the Register (as defined in Condition 4(a)).

“**Bond Price Determination Date**” has the meaning provided in Condition 6(a)(ii).

“**Bond Price Unavailability Date**” has the meaning provided in Condition 6(a)(ii).

“**business day**” means, in relation to any place, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for business in that place.

“**Call Date**” has the meaning provided in Condition 7(b)(i).

“**Cash Dividend**” has the meaning provided in Condition 6(b)(iii)(A).

“**Cash Settled Shares**” means, in respect of an exercise of Conversion Rights by a Bondholder, such number of Ordinary Shares (which shall not exceed the number of Reference Shares in respect of such exercise) as determined by the Issuer and notified to the relevant Bondholder in the relevant Alternative Settlement Election Notice in accordance with Condition 6(c).

“**Cash Settlement Ratio**” means, in respect of an exercise of Conversion Rights the subject of an Alternative Settlement Election (where “Cash Settlement” is specified), such number as is equal to (x) the Cash Settled Shares in respect of such exercise of Conversion Rights, divided by (y) the Reference Shares in respect of such exercise of Conversion Rights.

A “**Change of Control**” shall occur if (i) any person or persons, acting together, acquire(s) or becomes, directly or indirectly, the legal or beneficial owner of more than 50 per cent. of the issued ordinary share capital of the Issuer (other than in any such case as a result of an Exempt Newco Scheme) or (ii) any person makes an offer to all (or as nearly as may be practicable all) Shareholders (or all (or as nearly as may be practicable all) such Shareholders other than the offeror and/or any associate of the offeror), to acquire all or a majority of the issued ordinary share capital of the Issuer or if any person proposes a Scheme of Arrangement with regard to such acquisition (other than an Exempt Newco Scheme) and (such offer or Scheme of Arrangement having become or been declared unconditional in all respects or having become effective) such person acquires or becomes, directly or indirectly, the legal or beneficial owner of more than 50 per cent. of the issued ordinary share capital of the Issuer.

“**Change of Control Notice**” has the meaning provided in Condition 6(k).

“**Change of Control Period**” means the period commencing on the occurrence of a Change of Control and ending 60 calendar days following the Change of Control or, if later, 60 calendar days following the date on which a Change of Control Notice is given to Bondholders as required by Condition 6(k).

“**Closing Date**” means 4 August 2020.

“**Closing Price**” means, in respect of an Ordinary Share or any Security, Spin-Off Security, option, warrant or other right or asset on any dealing day in respect thereof, the closing price on the Relevant Stock Exchange in respect thereof on such dealing day of an Ordinary Share or, as the case may be, such Security, Spin-Off Security, option, warrant or other right or asset as published by or derived from Bloomberg page HP (or any successor page) (setting Last Price, or any other successor setting and using values not adjusted for any event occurring after such dealing day; and for the avoidance of doubt, all values will be determined with all adjustment settings on the DPDF Page, or any successor or similar setting, switched off) in respect of such Ordinary Share, Security, Spin-Off Security, option, warrant or other right or asset and such Relevant Stock Exchange (all as determined by the Calculation Agent) (and for the avoidance of doubt such Bloomberg page for the Ordinary Shares as at the Closing Date is STM IM Equity HP), if available or, in any other case, such other source (if any) as shall be determined in good faith to be appropriate by an Independent Adviser on such dealing day, provided that:

- (i) if on any such dealing day (for the purpose of this definition, the “**Original Date**”) such price is not available or cannot otherwise be determined as provided above, the Closing Price of an Ordinary Share, Security, Spin-Off Security, option, warrant, or other right or asset, as the case may be, in respect of such dealing day shall be the Closing Price, determined by the Calculation Agent as

provided above, on the immediately preceding such dealing day in respect thereof on which the same can be so determined, provided however that if such immediately preceding dealing day falls prior to the fifth day before the Original Date, the Closing Price in respect of such dealing day shall be considered to be not capable of being determined pursuant to this proviso (i); and

- (ii) if the Closing Price cannot be determined as aforesaid, the Closing Price of an Ordinary Share, Security, Spin-Off Security option, warrant, or other right or asset, as the case may be, shall be determined as at the Original Date by an Independent Adviser in such manner as it shall determine in good faith to be appropriate,

and the Closing Price determined as aforesaid on or as at any such dealing day shall, if not in the Relevant Currency, be translated into the Relevant Currency at the Prevailing Rate on such dealing day.

“**Conversion Commencement Date**” means 14 September 2020.

“**Conversion Date**” has the meaning provided in Condition 6(g).

“**Conversion Notice**” has the meaning provided in Condition 6(g).

“**Conversion Price**” has the meaning provided in Condition 6(a)(i).

“**Conversion Right**” has the meaning provided in Condition 6(a)(i).

“**Converted Bonds**” means the aggregate principal amount of the Bonds in respect of which Conversion Rights shall have been exercised by a Bondholder.

“**Current Market Price**” means, in respect of an Ordinary Share at a particular date, the arithmetic average of the daily Volume Weighted Average Price of an Ordinary Share on each of the five consecutive dealing days ending on the dealing day immediately preceding such date, as determined in good faith, by the Calculation Agent; provided that for the purposes of determining the Current Market Price pursuant to Condition 6(b)(iv) or (vi) in circumstances where the relevant event relates to an issue of Ordinary Shares, if at any time during the said five dealing day period (which may be on each of such five dealing days) the Volume Weighted Average Price shall have been based on a price ex-Dividend (or ex- any other entitlement) and/or during some other part of that period (which may be on each of such five dealing days) the Volume Weighted Average Price shall have been based on a price cum-Dividend (or cum- any other entitlement) in any such case which has been declared or announced, then:

- (a) if the Ordinary Shares to be so issued do not rank for the Dividend (or entitlement) in question, the Volume Weighted Average Price on the dates on which the Ordinary Shares shall have been based on a price cum-Dividend (or cum- any other entitlement) shall for the purpose of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of any such Dividend or entitlement per Ordinary Share as at the Ex-Date in respect of such Dividend or entitlement (or, where on each of the said five dealing days the Volume Weighted Average Price shall have been based on a price cum-such Dividend (or cum- such other entitlement), as at the date of first public announcement of such Dividend or entitlement), in any such case, determined by the Calculation Agent on a gross basis and disregarding any withholding or deduction required to be made for or on account of tax, and disregarding any associated tax credit; or
- (b) if the Ordinary Shares to be so issued do rank for the Dividend or entitlement in question, the Volume Weighted Average Price on the dates on which the Ordinary Shares shall have been based on a price ex-such Dividend (or ex- such other entitlement) shall for the purpose of this definition be deemed to be the amount thereof increased by an amount equal to the Fair Market Value of any such Dividend or entitlement per Ordinary Share as at the Ex-Date in respect of such Dividend or entitlement, in any such case, determined by the Calculation Agent on a gross basis and disregarding any withholding or deduction required to be made for or on account of tax, and disregarding any associated tax credit,

and provided further that:

- (i) for the purposes of any calculation or determination required to be made pursuant to paragraphs (a)(1) or (a)(2) of the definition of “Dividend”, if on each of the said five dealing days the Volume Weighted Average Price shall have been based on a price cum the relevant Dividend or capitalisation giving rise to the requirement to make such calculation or determination, the Volume Weighted Average Price on each of such dates shall for the purposes of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of the relevant Dividend, determined by the Calculation Agent on a gross basis and disregarding any withholding or deduction required to be made for or on account of tax, and disregarding any associated tax credit; and
- (ii) for any other purpose, if any day during the said five dealing day period was the Ex-Date in relation to any Dividend (or any other entitlement) the Volume Weighted Average Price that shall have been based on a price cum- such Dividend (or cum- such entitlement) shall for the purpose of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of any such Dividend or entitlement per Ordinary Share as at the Ex-Date in respect of such Dividend or entitlement.

“**dealing day**” means, in respect of the Ordinary Shares, or any Securities, Spin-Off Securities, options, warrants or other rights or assets, a day on which the Relevant Stock Exchange in respect thereof is open for business and on which such Ordinary Shares, Securities, Spin-Off Securities, options, warrants or other rights or assets (as the case may be) may be dealt in (other than a day on which the Relevant Stock Exchange or relevant stock exchange or securities market is scheduled to or does close prior to its regular weekday closing time), provided that, unless otherwise specified or the context otherwise requires, references to “dealing day” shall be a dealing day in respect of the Ordinary Shares.

A “**Delisting Event**” shall occur if:

- (i) the Ordinary Shares at any time cease to be admitted to listing and trading on the Italian Stock Exchange or if any announcement is made by the Issuer or by the Italian Stock Exchange that the Ordinary Shares will cease to be admitted to trading and listing on the Italian Stock Exchange, unless in any such case the Ordinary Shares are already, or are immediately, admitted to trading and/or listing on another internationally recognised, regularly operating and regulated stock exchange; or
- (ii) trading of the Ordinary Shares on the Italian Stock Exchange (or, if the Ordinary Shares are not admitted to listing and trading on the Italian Stock Exchange and the Ordinary Shares at the relevant time are admitted to trading and/or listing on another internationally recognised, regularly operating and regulated stock exchange, trading of the Ordinary Shares on such exchange) is suspended for a period of five Exchange Dealing Days or more, provided that trading of the Ordinary Shares shall not be considered to be suspended on any Exchange Dealing Day on which a general suspension of trading on the Relevant Stock Exchange has occurred.

“**Delisting Event Period**” means the period commencing on the occurrence of a Delisting Event and ending 60 calendar days following the Delisting Event or, if later, 60 calendar days following the date on which the relevant Delisting Event Notice is given to Bondholders as required by Condition 6(l).

“**Delisting Event Notice**” has the meaning provided in Condition 6(l).

“**Dividend**” means any dividend or distribution to Shareholders (including a Spin-Off) whether of cash, assets or other property, and however described and whether payable out of share premium account, profits, retained earnings or any other capital or revenue reserve or account, and including a distribution or payment to Shareholders upon or in connection with a reduction of capital (and for these purposes a distribution of assets includes without limitation an issue of Ordinary Shares or other Securities credited as fully or partly paid up by way of capitalisation of profits or reserves), provided that:

(a) where:

- (1) a Dividend in cash is announced which may at the election of a Shareholder or Shareholders be satisfied by the issue or delivery of Ordinary Shares or other property or assets, or where an issue or delivery of Ordinary Shares or other property or assets to Shareholders by way of a capitalisation of profits or reserves (including any share premium account or capital redemption reserve) is announced which may at the election of a Shareholder or Shareholders be satisfied by the payment of cash, then the Dividend or capitalisation in question shall be treated as a Cash Dividend of an amount equal to the greater of (i) the Fair Market Value of such cash amount and (ii) the Current Market Price of such Ordinary Shares or, as the case may be, the Fair Market Value of such other property or assets, in any such case as at the Ex-Date in respect of the relevant Dividend or capitalisation (or, if later, the Dividend Determination Date), save that where a Dividend in cash is announced which may at the election of a Shareholder or Shareholders be, satisfied by the issue or delivery of Ordinary Shares or an issue of Ordinary Shares to Shareholders by way of capitalisation of profits or reserves is announced which may at the election of a Shareholder or Shareholders be satisfied by the payment of cash where the number of Ordinary Shares which may be issued or delivered or the amount of such payment of cash is to be determined at a date or during a period following the last day on which such election can be made as aforesaid and is to be determined by reference to a publicly available formula based on the closing price or volume weighted average price or any like or similar pricing benchmark of the Ordinary Shares, without factoring in any discount or premium to such price or benchmark, then such Dividend or capitalisation shall be treated as a Cash Dividend in an amount equal to the Fair Market Value of such cash amount on such date as such cash amount is determined as aforesaid, all as determined in good faith by the Calculation Agent; or
- (2) there shall be (other than in circumstances subject to proviso (1) above) (x) any issue or delivery of Ordinary Shares or other property or assets to Shareholders by way of capitalisation of profits or reserves (including any share premium account or capital redemption reserve) where such issue or delivery is or is expressed to be in lieu of a Dividend in cash (whether or not a cash Dividend equivalent amount is announced) or a Dividend in cash is announced that is to be satisfied by the issue or delivery of Ordinary Shares or other property or assets, or (y) any issue or delivery of Ordinary Shares or other property or assets by way of capitalisation of profits or reserves (including any share premium account or capital redemption reserve) that is to be satisfied by the payment of cash, then, in the case of (x) the capitalisation or Dividend in question shall be treated as a Cash Dividend of an amount equal to the Current Market Price of such Ordinary Shares or, as the case may be, the Fair Market Value of such other property or assets as at the Ex-Date in respect of the relevant capitalisation (or, if later, the Dividend Determination Date), and, in the case of (y), the capitalisation in question shall be treated as a Cash Dividend of an amount equal to the Fair Market Value of such cash amount as at the Ex-Date in respect of the relevant capitalisation (or, if later, the Dividend Determination Date), save that where an issue of Ordinary Shares by way of capitalisation of profits or reserves is announced where such issue is or is expected to be in lieu of a Dividend in cash (in circumstances where the cash amount thereof is announced) or an issue of Ordinary Shares by way of capitalisation of profits or reserves is announced that is to be satisfied by the payment of cash where the number of Ordinary Shares to be issued or delivered or the amount of such payment of cash is to be determined at a date or during a period following such announcement and is to be determined by reference to a publicly available formula based on the closing price or volume weighted average price or any like or similar pricing benchmark of the Ordinary Shares, without factoring in any discount or premium to such price or benchmark, then such capitalisation shall be treated as a Cash Dividend in an amount equal to the Fair Market Value of such cash amount on such date as

such cash amount is announced or determined as aforesaid, all as determined in good faith by the Calculation Agent;

- (b) any issue of Ordinary Shares falling within Condition 6(b)(i) and (ii) shall be disregarded;
- (c) a purchase or redemption or buy back of share capital of the Issuer by or on behalf of the Issuer or any Subsidiary shall not constitute a Dividend unless, in the case of a purchase or redemption or buy back of Ordinary Shares by or on behalf of the Issuer or any Subsidiary, the weighted average price per Ordinary Share (before expenses) on any dealing day (a “**Specified Share Day**”) in respect of such purchases or redemptions or buy backs (translated, if not in the Relevant Currency, into the Relevant Currency at the Prevailing Rate on such dealing day) exceeds by more than 5 per cent. the Current Market Price of an Ordinary Share on:
 - (i) the Specified Share Day; or
 - (ii) where an announcement (excluding, for the avoidance of doubt for these purposes, any general authority for such purchases, redemptions or buy backs approved by a general meeting of Shareholders or any notice convening such a meeting of Shareholders) has been made of the intention to purchase, redeem or buy back Ordinary Shares at some future date at a specified price or where a tender offer is made, on the date of such announcement or, as the case may be, the date of first public announcement of such tender offer (and regardless of whether or not a price per Ordinary Share, a minimum price per Ordinary Share or a price range or formula for the determination thereof is or is not announced at such time),

in which case such purchase, redemption or buy back shall be deemed to constitute a Dividend in the Relevant Currency in an amount equal to the amount by which the aggregate price paid (before expenses) in respect of such Ordinary Shares purchased, redeemed or bought back by or on behalf of the Issuer or, as the case may be, any Subsidiary (translated where appropriate into the Relevant Currency as provided above) exceeds the product of (i) 105 per cent. of such Current Market Price and (ii) the number of Ordinary Shares so purchased, redeemed or bought back, all as determined in good faith by the Calculation Agent;

- (d) if the Issuer or any Subsidiary (or any person on its or their behalf) shall purchase, redeem or buy back any depositary or other receipts or certificates representing Ordinary Shares, the provisions of paragraph (c) above shall be applied in respect thereof in such manner and with such modifications (if any) as shall be determined in good faith by an Independent Adviser;
- (e) where a dividend or distribution is paid or made to Shareholders pursuant to any plan or arrangement implemented by the Issuer for the purpose of enabling Shareholders to elect, or which may require Shareholders, to receive dividends or distributions in respect of the Ordinary Shares held by them from a person other than (or in addition to) the Issuer, such dividend or distribution shall for the purposes of these Conditions be treated as a dividend or distribution made or paid to Shareholders by the Issuer, and the foregoing provisions of this definition and the provisions of these Conditions shall be construed accordingly; and
- (f) a dividend or distribution that is a Spin-Off shall be deemed to be a Non-Cash Dividend paid or made by the Issuer,

and any such determination shall be made in good faith by the Calculation Agent or where specifically provided, an Independent Adviser and, in either such case, on a gross basis and disregarding any withholding or deduction required to be made for or on account of tax, and disregarding any associated tax credit.

“**Dividend Determination Date**” means for the purposes of the definition of “Dividend” the date on which the number of Ordinary Shares or, as the case may be, amount of cash or other property or assets, which may

be issued or delivered is, or is capable of being, determined, and where determined by reference to prices or values or the like on or during a particular day or during a particular period, the Dividend Determination Date shall be deemed to be such day or the last day of such period, as the case may be.

“equity share capital” means (other than for the purposes of Condition 6(b)(iii)), in relation to any entity, its issued share capital excluding (i) any part of that capital which, neither as respects dividends nor as respects capital, carries any right to participate beyond a specific amount in a distribution and (ii) the preference shares in the capital of the Issuer which are issuable to Stichting Continuïteit ST, a Dutch foundation, or its legal successor.

“Event of Default” means any event listed in paragraphs (a) to (h) of Condition 10 and certified by the Trustee as materially prejudicial to Bondholders (as applicable).

“Ex-Date” means, in relation to any Dividend (including without limitation any Spin-Off), capitalisation, redesignation, reclassification, sub-division, consolidation, issue, grant, offer or other entitlement, unless otherwise defined herein, the first dealing day for the Ordinary Shares on which the Ordinary Shares are traded ex- the relevant Dividend, capitalisation, redesignation, reclassification, sub-division, consolidation, issue, grant, offer or other entitlement on the Relevant Stock Exchange (or, in the case of a Dividend which is a purchase, redemption or buy back of Ordinary Shares (or, as the case may be, any depositary or other receipts or certificates representing Ordinary Shares) pursuant to paragraph (c) (or, as the case may be, paragraph (d)) of the definition of “Dividend”, the date on which such purchase, redemption or buy back is made).

“Exchange Dealing Day” means a day on which the Relevant Stock Exchange for the Ordinary Shares is open for business (other than a day on which the Relevant Stock Exchange or relevant stock exchange or securities market is scheduled to or does close prior to its regular weekday closing time), irrespective of whether such Ordinary Shares may actually be dealt in on such day.

“Exempt Newco Scheme” means a Newco Scheme where, immediately after completion of the relevant Scheme of Arrangement, the ordinary shares or units or equivalent of Newco (or depositary or other receipts or certificates representing ordinary shares or units or equivalent of Newco) are (1) admitted to trading on the Relevant Stock Exchange or (2) admitted to listing on such other regulated, regularly operating, recognised stock exchange or securities market as the Issuer or Newco may determine.

“experts” means persons appointed to advise the supervisory board of the Issuer.

“Extraordinary Resolution” has the meaning provided in the Trust Deed.

“Fair Market Value” means, on any date (the **“FMV Date”**):

- (i) in the case of a Cash Dividend, the amount of such Cash Dividend, as determined by the Calculation Agent;
- (ii) in the case of any other cash amount, the amount of such cash, as determined by the Calculation Agent;
- (iii) in the case of Securities (including Ordinary Shares), Spin-Off Securities, options, warrants or other rights or assets that are publicly traded on a Relevant Stock Exchange of adequate liquidity (as determined in good faith by the Calculation Agent or an Independent Adviser), the arithmetic mean of:
 - (a) in the case of Ordinary Shares or (to the extent constituting equity share capital) other Securities or Spin-Off Securities, the daily Volume Weighted Average Prices of the Ordinary Shares or such other Securities or Spin-Off Securities; and
 - (b) in the case of other Securities or Spin-Off Securities (to the extent not constituting equity share capital), options, warrants or other rights or assets, the Closing Prices of such Securities, Spin-Off Securities, options, warrants or other rights or assets,

in the case of both (a) and (b) during the period of five dealing days on the Relevant Stock Exchange for such Securities, Spin-Off Securities, options, warrants or other rights or assets commencing on such FMV Date (or, if later, the date (the “**Adjusted FMV Date**”) which falls on the first such dealing day on which such Securities, Spin-Off Securities, options, warrants or other rights or assets are publicly traded, provided that where such Adjusted FMV Date falls after the fifth day following the FMV Date, the Fair Market Value of such Securities, Spin-Off Securities, options, warrants or other rights or assets shall instead be determined pursuant to paragraph (iv) below, and no such Adjusted FMV Date shall be deemed to apply) or such shorter period as such Securities, Spin-Off Securities, options, warrants or other rights or assets are publicly traded, all as determined in good faith by the Calculation Agent;

- (iv) in the case of Securities, Spin-Off Securities, options, warrants or other rights or assets that are not publicly traded on a Relevant Stock Exchange of adequate liquidity (as aforesaid), or where otherwise provided in paragraph (iii) above to be determined pursuant to this (iv), an amount equal to the fair market value of such Securities, Spin-Off Securities, options, warrants or other rights or assets as determined in good faith by an Independent Adviser, on the basis of a commonly accepted market valuation method and taking account of such factors as it (acting reasonably) considers appropriate, including the market price per Ordinary Share, the dividend yield of an Ordinary Share, the volatility of such market price, prevailing interest rates and the terms of such Securities, Spin-Off Securities, options, warrants or other rights or assets, and including as to the expiry date and exercise price or the like (if any) thereof.

Such amounts shall (if not expressed in the Relevant Currency on the FMV Date (or, as the case may be, the Adjusted FMV Date)) be translated into the Relevant Currency at the Prevailing Rate on the FMV Date (or, as the case may be, the Adjusted FMV Date), all as determined in good faith by the Calculation Agent.

In addition, in the case of (i), (ii), (iii) and (iv) above, the Fair Market Value shall be determined on by the Calculation Agent a gross basis and disregarding any withholding or deduction required to be made for or on account of tax, and disregarding any associated tax credit.

“**Final Maturity Date**” means 4 August 2027.

“**Further Bonds**” means any further Bonds issued pursuant to Condition 18 and consolidated and forming a single series with the then outstanding Bonds.

“**IA Parity Event**” has the meaning provided in Condition 6(a)(ii).

“**Independent Adviser**” means an independent financial institution of international repute or independent financial adviser with appropriate expertise, which may be the Calculation Agent, appointed by the Issuer at its own expense and (other than where the initial Calculation Agent is appointed) approved in writing by the Trustee.

“**Italian Stock Exchange**” means the *Mercato Telematico Azionario* organised and managed by *Borsa Italiana S.p.A.*

“**Joint Bookrunner**” has the meaning provided in Condition 6(a)(ii).

“**Leading Institution**” has the meaning provided in Condition 6(a)(ii).

“**Market Price**” means the Volume Weighted Average Price of an Ordinary Share on the relevant Reference Date, provided that if any Dividend or other entitlement in respect of the Ordinary Shares is announced, whether on or prior to or after the relevant Reference Date, in circumstances where the record date or other due date for the establishment of entitlement in respect of such Dividend or other entitlement shall be on or after the Conversion Date and if, on the relevant Reference Date, the Volume Weighted Average Price of an Ordinary Share is based on a price ex-such Dividend or ex-such other entitlement, then such Volume

Weighted Average Price shall be increased by an amount equal to the Fair Market Value of such Dividend or other entitlement per Ordinary Share as at the date of first public announcement of such Dividend or other entitlement (or if that is not a dealing day, the immediately preceding dealing day), determined by the Calculation Agent on a gross basis and disregarding any withholding or deduction required to be made for or on account of tax, and disregarding any associated tax credit and provided that, for the avoidance of doubt, there shall be no double-counting in respect of any Dividend or entitlement.

a “**Material Subsidiary**” means any Subsidiary:

- (i) whose (a) total assets or (b) total revenues (consolidated in the case of a Subsidiary which itself has subsidiaries) represent five per cent. or more of the consolidated total assets of the Issuer and its Subsidiaries or, as the case may be, consolidated total revenues of the Issuer and its Subsidiaries, in each case as calculated by reference to the then latest audited financial statements of such Subsidiary (consolidated or, as the case may be, unconsolidated) and the then latest audited consolidated financial statements of the Issuer provided that:
 - (a) in the case of a Subsidiary acquired or an entity which becomes a Subsidiary after the end of the financial period to which the then latest audited consolidated financial statements of the Issuer relate, the reference to the then latest audited consolidated financial statements of the Issuer for the purposes of the calculation of the above shall until the consolidated audited financial statements of the Issuer are published for the financial period in which the acquisition is made or, as the case may be, in which such entity becomes a Subsidiary, be deemed to be a reference to the then latest consolidated financial statements of the Issuer adjusted in such manner as may be deemed appropriate by the Issuer to consolidate the latest audited financial statements (consolidated or, as the case may be, unconsolidated) of such Subsidiary in such financial statements;
 - (b) if, in the case of any Subsidiary, no audited financial statements (consolidated or, as the case may be, unconsolidated) are prepared, then the determination of whether or not such Subsidiary is a Material Subsidiary shall be determined by reference to its unaudited annual financial statements (if any) or on the basis of *pro forma* financial statements (consolidated or, as the case may be, unconsolidated); and
 - (c) if the latest financial statements of any Subsidiary are not prepared on the basis of the same accounting principles, policies and practices of the latest consolidated audited financial statements of the Issuer, then the determination of whether or not such Subsidiary is a Material Subsidiary shall be based on *pro forma* financial statements or, as the case may be, consolidated financial statements of such Subsidiary prepared on the same accounting principles, policies and practices as adopted in the latest consolidated audited financial statements of the Issuer, or an appropriate restatement or adjustment to the relevant financial statements of each Subsidiary; or
- (ii) to which is transferred all or substantially all of the business, undertaking and assets of a Subsidiary which immediately prior to such transfer is a Material Subsidiary, whereupon the transferor Subsidiary shall immediately cease to be a Material Subsidiary and the transferee Subsidiary shall immediately cease to be a Material Subsidiary under the provisions of this sub-paragraph (ii) upon publication of its next audited financial statements but so that such transferor Subsidiary or such transferee Subsidiary may be a Material Subsidiary on or at any time after the date on which its audited financial statements have been published by virtue of the provisions of sub-paragraph (i) above or (as a result of another transfer to which this sub-paragraph (ii) applies) before, on or at any time after such date by virtue of the provisions of this sub-paragraph (ii).

“**Mid-Market Price**” has the meaning provided in Condition 6(a)(ii).

“**Newco Scheme**” means a scheme of arrangement or analogous proceeding (“**Scheme of Arrangement**”) which effects the interposition of a limited liability company (“**Newco**”) between the Shareholders immediately prior to the Scheme of Arrangement (the “**Existing Shareholders**”) and the Issuer, provided that (i) only ordinary shares or units or equivalent of Newco or depositary or other receipts or certificates representing ordinary shares or units or equivalent of Newco are issued to Existing Shareholders (except for a nominal holding by initial subscribers); (ii) immediately after completion of the Scheme of Arrangement, the only shareholders of ordinary shares, units or equivalent of Newco or, as the case may be, the only holders of depositary or other receipts or certificates representing ordinary shares, units or equivalent of Newco (other than a nominal holding by initial subscribers), are Existing Shareholders in, or substantially in, the same proportions as such Existing Shareholders held Ordinary Shares immediately prior to the Scheme of Arrangement; (iii) immediately after completion of the Scheme of Arrangement, Newco is (or one or more wholly-owned subsidiaries of Newco are) the only shareholder (or shareholders) of the Issuer; (iv) all Subsidiaries of the Issuer immediately prior to the Scheme of Arrangement (other than Newco, if Newco is then a Subsidiary of the Issuer) are Subsidiaries of the Issuer (or subsidiaries of Newco) immediately after completion of the Scheme of Arrangement; and (v) immediately after completion of the Scheme of Arrangement the Issuer (or Newco) holds, directly or indirectly, the same percentage of the ordinary share capital and equity share capital of those Subsidiaries as was held by the Issuer immediately prior to the Scheme of Arrangement.

“**Newco Scheme Modification**” has the meaning provided in Condition 14(a).

“**Non-Cash Dividend**” has the meaning provided in Condition 6(b)(iii)(A).

“**Offer Period**” has the meaning provided in Condition 7(d).

“**Optional Redemption Date**” has the meaning provided in Condition 7(b).

“**Optional Redemption Notice**” has the meaning provided in Condition 7(b).

“**Ordinary Shares**” means fully paid ordinary shares in the capital of the Issuer with, on the Closing Date, a nominal value of €1.04 each.

“**Parity Event**” has the meaning provided in Condition 6(a)(ii).

“**Parity Notification Event**” has the meaning provided in Condition 6(a)(ii).

“**Parity Value**” means, in respect of any dealing day, the amount determined in good faith by the Calculation Agent and calculated as follows:

$$PV = N \times VWAP$$

where:

PV = the Parity Value;

N = US\$200,000 divided by the Conversion Price in effect on such dealing day (which shall be the Change of Control Conversion Price if such Change of Control Conversion Price would apply in respect of any exercise of Conversion Rights in respect of which the Conversion Date would fall on such dealing day), provided that if (A) such dealing day falls on or after (i) the Ex-Date in relation to any entitlement in respect of which an adjustment is required to be made to the Conversion Price pursuant to Conditions 6(b)(i), 6(b)(ii), 6(b)(iii), 6(b)(iv), 6(b)(v) or 6(b)(ix) or (ii) the relevant date of first public announcement (as applicable pursuant to Conditions 6(b)(vi), 6(b)(vii) or 6(b)(viii)) in respect of which an adjustment is required to be made to the Conversion Price pursuant to Conditions 6(b)(vi), 6(b)(vii) or 6(b)(viii), and (B) such adjustment is not yet in effect on such dealing day, the Conversion Price in effect on such dealing day shall for the purpose

of this definition only be multiplied by the adjustment factor subsequently determined by the Calculation Agent to be applicable in respect of the relevant Conversion Price adjustment; and

VWAP = the Volume Weighted Average Price of an Ordinary Share on such dealing day.

a “**person**” includes any individual, company, corporation, firm, partnership, joint venture, trust, undertaking, association, organisation, or state or agency of a state or any political subdivisions thereof (in each case whether or not being a separate legal entity).

“**Physically Settled Shares**” means, in respect of any exercise of Conversion Rights where such exercise is the subject of an Alternative Settlement Election, (i) the Reference Shares (if the Alternative Settlement Election Notice specifies “Physical Settlement”) or (ii) such number of Ordinary Shares (which may be equal to zero) as is equal to the Reference Shares minus the Cash Settled Shares (if the Alternative Settlement Election Notice specifies “Cash Settlement”).

“**Put Date**” has the meaning provided in Condition 7(e).

“**Put Exercise Notice**” has the meaning provided in Condition 7(e).

“**Prevailing Rate**” means, in respect of any pair of currencies on any day, the spot mid-rate of exchange between the relevant currencies prevailing as at 12 noon (London time) on that date (for the purpose of this definition, the “**Original Date**”) as appearing on or derived from Bloomberg page BFIX (or any successor page) in respect of such pair of currencies, or, if such a rate cannot be so determined, the rate prevailing as at 12 noon (London time) on the immediately preceding day on which such rate can be so determined, provided that if such immediately preceding day falls earlier than the fifth day prior to the Original Date or if such rate cannot be so determined (all as determined in good faith by the Calculation Agent), the Prevailing Rate in respect of the Original Date shall be the rate determined in such other manner as an Independent Adviser shall consider appropriate.

“**Quarter**” means the 3 calendar months ended 31 March, 30 June, 30 September and 31 December in each year, commencing with the 3 months ending 30 September 2020.

“**Quote for the Bonds**” has the meaning provided in Condition 6(a)(ii).

“**Record Date**” has the meaning provided in Condition 8(c).

“**Reference Date**” means, in relation to a Retroactive Adjustment, the date as of which the relevant Retroactive Adjustment takes effect or, in any such case, if that is not a dealing day, the next following dealing day.

“**Reference Period**” has the meaning provided in Condition 6(a)(ii).

“**Reference Shares**” means, in respect of the exercise of Conversion Rights by a Bondholder, the number of Ordinary Shares (rounded down, if necessary, to the nearest whole number) determined by dividing the Converted Bonds by the Conversion Price in effect on the relevant Conversion Date except that where the Conversion Date falls on or after the date an adjustment to the Conversion Price takes effect pursuant to Conditions 6(b)(i), 6(b)(ii), 6(b)(iii), 6(b)(iv), 6(b)(v) or 6(b)(ix) but prior to the record date or other due date for establishment of entitlement in respect of the relevant Dividend or issue or grant (as the case may be) giving rise to such adjustment, then provided the Issuer is or, as the case may be, would be able to confer the benefit of relevant Dividend, issue or grant (as the case may be) on the relevant Bondholder in respect of the relevant Ordinary Shares to be issued or transferred and delivered (or which, had an Alternative Settlement Election (specifying Physical Settlement) been made in respect of the relevant exercise of Conversion Rights, would have been required to be issued or transferred and delivered) to such Bondholder in respect of the relevant exercise of Conversion Rights, the Conversion Price in respect of such exercise shall be such Conversion Price as would have been applicable to such exercise had no such adjustment been made.

“**Register**” has the meaning provided in Condition 4(a).

“**Relevant Currency**” means US dollars.

“**Relevant Date**” means, in respect of any Bond, whichever is the later of:

- (i) the date on which payment in respect of it first becomes due; and
- (ii) if any amount of the money payable is improperly withheld or refused, the earlier of (a) the date on which payment in full of the amount outstanding is made and (b) the day seven calendar days after the Principal Paying, Transfer and Conversion Agent or the Trustee has notified Bondholders of receipt of all sums due in respect of all the Bonds up to that seventh day (except to the extent that there is failure in the subsequent payment to the relevant holders under these Conditions).

“**Relevant Indebtedness**” means any indebtedness which is in the form of, or represented or evidenced by, bond, notes, debentures, loan stock or other securities in each case which for the time being are, or capable of being, quoted, listed or ordinarily dealt in or traded on any stock exchange or over-the-counter or other securities market.

“**Relevant Stock Exchange**” means:

- (i) in respect of the Ordinary Shares, the Italian Stock Exchange or, if the Ordinary Shares cease to be listed on the Italian Stock Exchange, the principal stock exchange or securities market on which the Ordinary Shares are, at the time of such cessation, listed, admitted to trading or quoted or dealt in; and
- (ii) in respect of any Securities (other than Ordinary Shares), Spin-Off Securities, options, warrants or other rights or assets, the principal stock exchange or securities market on which such Securities, Spin-Off Securities, options, warrants or other rights or assets are then listed, admitted to trading or quoted or dealt in,

where “**principal stock exchange or securities market**” shall mean the stock exchange or securities market on which such Ordinary Shares, Securities, Spin-Off Securities, options, warrants or other rights or assets are listed, admitted to trading or quoted or dealt in, provided that if such Ordinary Shares, Securities, Spin-Off Securities, options, warrants or other rights or assets are listed, admitted to trading or quoted or dealt in (as the case may be) on more than one stock exchange or securities market at such time, then “**principal stock exchange or securities market**” shall mean that stock exchange or securities market on which such Ordinary Shares, Securities, Spin-Off Securities, options, warrants or other rights or assets are traded at such time as determined by the Calculation Agent (if the Calculation Agent determines in its sole discretion it is able to make such determination) or (in any other case) an Independent Adviser by reference to the stock exchange or securities market with the highest average daily trading volume in respect of such Ordinary Shares, Securities, Spin-Off Securities, options, warrants or other rights or assets.

A “**Retroactive Adjustment**” shall occur if the Conversion Date in relation to the conversion of any Bond shall be (i) after the date (the “**RA Reference Date**”) which is the record date in respect of any consolidation, reclassification, redesignation or sub-division as is mentioned in Condition 6(b)(i), or after the record date or other due date for the establishment of entitlement for any such issue, distribution, grant or offer (as the case may be) as is mentioned in Condition 6(b)(ii), 6(b)(iii), 6(b)(iv), 6(b)(v) or 6(b)(ix), or after the date of the first public announcement of the terms of any such issue or grant as is mentioned in Condition 6(b)(vi) and 6(b)(vii) or of the terms of any such modification as is mentioned in Condition 6(b)(viii); and (ii) before the relevant adjustment to the Conversion Price becomes effective under Condition 6(b).

“**Scheme of Arrangement**” has the meaning provided in the definition of “Newco Scheme”.

“**Securities**” means any securities including, without limitation, Ordinary Shares and any other shares in the capital of the Issuer and options, warrants or other rights to subscribe for or purchase or acquire Ordinary

Shares or any other shares in the capital of the Issuer, but excluding the preference shares in the capital of the Issuer which are issuable to Stichting Continuïteit ST, a Dutch foundation, or its legal successor, and the rights to subscribe for preference shares in the capital of the Issuer which are held by Stichting Continuïteit ST, a Dutch foundation, or its legal successor.

“**Shareholders**” means the holders of Ordinary Shares.

“**Specified Taxes**” has the meaning provided in Condition 6(g).

“**Spin-Off**” means:

- (a) a distribution of Spin-Off Securities by the Issuer to Shareholders as a class; or
- (b) any issue, transfer or delivery of any property or assets (including cash or shares or other securities of or in or issued or allotted by any entity) by any entity (other than the Issuer) to Shareholders as a class or, in the case of or in connection with a Scheme of Arrangement, Existing Shareholders, as a class (but excluding the issue and allotment of ordinary shares (or depository or other receipts or certificates representing such ordinary shares) by Newco to Existing Shareholders as a class), pursuant in each case to any arrangements with the Issuer or any of its Subsidiaries.

“**Spin-Off Securities**” means equity share capital of an entity other than the Issuer or options, warrants or other rights to subscribe for or purchase equity share capital of an entity other than the Issuer.

“**Subsidiary**” means a subsidiary of the Issuer within the meaning of Section 2:24a of the Dutch Civil Code (*Burgelijk Wetboek*).

“**Successor in Business**” has the meaning provided in Condition 6(m).

“**Tax Redemption Date**” has the meaning provided in Condition 7(c).

“**Tax Redemption Notice**” has the meaning provided in Condition 7(c).

“**US\$**” and “**US dollars**” means the lawful currency for the time being of the United States of America.

“**Volume Weighted Average Price**” means, in respect of an Ordinary Share, Security or, as the case may be, a Spin-Off Security on any dealing day in respect thereof, the volume weighted average price on the Relevant Stock Exchange in respect thereof on such dealing day of an Ordinary Share, Security or, as the case may be, a Spin-Off Security as published by or derived from Bloomberg page HP (or any successor page) (setting Weighted Average Line, or any other successor setting and using values not adjusted for any event occurring after such dealing day; and for the avoidance of doubt, all values will be determined with all adjustment settings on the DPDF Page, or any successor or similar setting, switched off) in respect of such Ordinary Share, Security, or, as the case may be, Spin-Off Security and such Relevant Stock Exchange (and for the avoidance of doubt such Bloomberg page for the Ordinary Shares as at the Closing Date is STM IM Equity HP), if available or, in any such case, such other source (if any) as shall be determined in good faith to be appropriate by an Independent Adviser on such dealing day, provided that:

- (i) if on any such dealing day (for the purposes of this definition, the “**Original Date**”) such price is not available or cannot otherwise be determined as provided above, the Volume Weighted Average Price of an Ordinary Share, Security or Spin-Off Security, as the case may be, in respect of such dealing day shall be the Volume Weighted Average Price, determined as provided above, on the immediately preceding dealing day on which the same can be so determined and further provided that if such immediately preceding dealing day falls prior to the fifth day before the Original Date, the Volume Weighted Average Price in respect of such dealing day shall be considered to be not capable of being determined pursuant to this proviso (i); and
- (ii) if the Volume Weighted Average Price cannot be determined as aforesaid, the Volume Weighted Average Price of an Ordinary Share, Security or Spin-Off Security, as the case may be, shall be

determined as at the Original Date by an Independent Adviser in such manner as it shall determine in good faith to be appropriate,

and the Volume Weighted Average Price determined as aforesaid on or as at any such dealing day shall, if not in the Relevant Currency, be translated into the Relevant Currency at the Prevailing Rate on such dealing day.

References to any act or statute or any provision of any act or statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such modification or re-enactment. References to a company in any United Kingdom statutory provisions referred to herein are to any body corporate wherever incorporated.

References to any issue or offer or grant to Shareholders or Existing Shareholders “**as a class**” or “**by way of rights**” shall be taken to be references to an issue or offer or grant to all or substantially all Shareholders or Existing Shareholders, as the case may be, other than Shareholders or Existing Shareholders, as the case may be, to whom, by reason of the laws of any territory or requirements of any recognised regulatory body or any other stock exchange or securities market in any territory or in connection with fractional entitlements, it is determined not to make such issue or offer or grant.

In making any calculation or determination of Current Market Price, Volume Weighted Average Price or Market Price, such adjustments (if any) shall be made in good faith and as the Calculation Agent or an Independent Adviser considers appropriate to reflect any consolidation or sub-division of the Ordinary Shares or any issue of Ordinary Shares by way of capitalisation of profits or reserves, or any like or similar event.

Any calculation or determination by the Calculation Agent or an Independent Adviser appointed by the Issuer in any of the circumstances contemplated in these Conditions shall (save in the case of manifest error) be final and binding on the Issuer, the Trustee and the Bondholders.

For the purpose of Condition 6 (a), (b), (c), (e), (g) and (h) and Condition 11, (i) references to the “**issue**” of Ordinary Shares or Ordinary Shares being “**issued**” shall, if not otherwise expressly specified in these Conditions, include the transfer and/or delivery of Ordinary Shares, whether newly issued and allotted or previously existing or held by or on behalf of the Issuer or any of its Subsidiaries, and (ii) Ordinary Shares held by or on behalf of the Issuer or any of its Subsidiaries (and which, in the case of Condition 6(b)(iv) and (b)(vi), do not rank for the relevant right or other entitlement) shall not be considered as or treated as “**in issue**” or “**issued**” or entitled to receive the relevant Dividend, right or other entitlement.

4 Registration and Transfer of Bonds

(a) *Registration*

The Issuer will cause a register (the “**Register**”) to be kept at (and only at) the specified office of the Registrar outside the United Kingdom on which will be entered the names and addresses of the holders of the Bonds and the particulars of the Bonds held by them and of all transfers, redemptions and conversions of Bonds.

(b) *Transfer*

Bonds may, subject to the terms of the Agency Agreement and to Conditions 4(c) and 4(d), be transferred by lodging the relevant Bond (with the form of application for transfer in respect thereof duly executed by the transferor and transferee and duly stamped where applicable) at the specified office of the Registrar or any Paying, Transfer and Conversion Agent.

No transfer of a Bond will be valid unless and until entered on the Register. A Bond may be registered only in the name of, and transferred only to, a named person (or persons, not exceeding four in number).

The Registrar will within seven business days, in the place of the specified office of the Registrar, of any duly made application for the transfer of a Bond, register the relevant transfer in the Register and deliver a new Bond to the transferee (and, in the case of a transfer of part only of a Bond, deliver a Bond for the untransferred balance to the transferor) at the specified office of the Registrar or (at the risk and, if mailed at the request of the transferee or, as the case may be, the transferor otherwise than by ordinary mail, at the expense of the transferee or, as the case may be, the transferor) mail the Bond by uninsured mail to such address as the transferee or, as the case may be, the transferor may request.

(c) *Formalities Free of Charge*

Such transfer will be effected without charge subject to (i) the person making such application for transfer paying or procuring the payment of any taxes, duties and other governmental charges in connection therewith, (ii) the Registrar being satisfied with the documents of title and/or identity of the person making the application and (iii) such reasonable regulations as the Issuer may from time to time agree with the Registrar and the Trustee (and as initially set out in the Agency Agreement).

(d) *Closed Periods*

Neither the Issuer nor the Registrar will be required to register the transfer of any Bond (i) during the period of 15 calendar days ending on and including the day immediately prior to the Final Maturity Date or any earlier date fixed for redemption of the Bonds pursuant to Condition 7(b) or 7(c); (ii) in respect of which a Conversion Notice has been delivered in accordance with Condition 6(g); or (iii) in respect of which a Bondholder has exercised its right to require redemption pursuant to Condition 7(e).

5 Interest

The Bonds do not bear interest.

6 Conversion of Bonds

(a) *Conversion Right and Net Share Settlement*

(i) *Conversion Right*

Subject to the right of the Issuer to make an Alternative Settlement Election pursuant to Condition 6(c) and as otherwise provided in these Conditions, each Bond shall entitle the holder to convert such Bond and to receive the Cash Conversion Amount and the Net Shares (if any) as provided in Condition 6(a)(iii) (a “**Conversion Right**”).

The Cash Conversion Amount to be paid and the Net Shares to be issued or transferred and delivered on the exercise of Conversion Rights will be determined by the Calculation Agent by reference to the conversion price (the “**Conversion Price**”) in effect on the relevant Conversion Date.

The initial Conversion Price is US\$45.10 per Ordinary Share. The Conversion Price is subject to adjustment in the circumstances described in Condition 6(b).

Subject to and as provided in these Conditions, Conversion Rights may only be exercised on or after the Conversion Commencement Date, and only in the following circumstances:

(1) at any time where the Conversion Date falls during the period from (and including) the Call Date to (but excluding) the 10th London business day prior to the Final Maturity Date (subject, in the case of early redemption in respect of the Bonds pursuant to Condition 7(b) or 7(c), as provided in paragraph (2)(b) below); or

(2) at any time prior to the Call Date:

- (a) if the arithmetic mean of the Parity Value on each dealing day in any period of 20 consecutive dealing days in the period of 30 consecutive dealing days ending on (and including) the dealing day immediately preceding the final dealing day of any Quarter, is greater than US\$260,000, provided that the Conversion Date falls during the immediately following Quarter;
- (b) in the case of early redemption in respect of the Bonds pursuant to Condition 7(b) or 7(c), provided that the Conversion Date falls in the period from (and including) the date on which the relevant notice of redemption is given up to (but excluding) the 10th London business day preceding the date of early redemption of the relevant Bonds, unless there shall be a default in making payment in respect of such Bond on any such date fixed for redemption, in which event the Conversion Right shall extend up to (and including) the date on which the full amount of such payment becomes available for payment and notice of such availability has been duly given to Bondholders in accordance with Condition 17 (or, if such date is not an Amsterdam business day, the immediately following Amsterdam business day) or, if earlier, the Final Maturity Date or, if the Final Maturity Date is not an Amsterdam business day, the immediately preceding Amsterdam business day; or
- (c) if the Issuer announces the terms of a distribution to Shareholders of cash, assets, securities or other property where the Fair Market Value (as at the date of the first such public announcement of the terms of such distribution by the Issuer) of such distribution per Ordinary Share is greater than 25 per cent. of the arithmetic mean of the Volume Weighted Average Price of an Ordinary Share on each dealing day in the 20 dealing day period ending on (and including) the dealing day immediately preceding such first public announcement as aforesaid (or, as the case may be, the Adjusted FMV Date if applicable when determining such Fair Market Value as aforesaid), as notified by the Issuer to the Bondholders in accordance with Condition 17 no later than the third Amsterdam business day following the first date on which such Fair Market Value as aforesaid is determined as provided pursuant to the definition thereof (or, where such Fair Market Value is determined pursuant to paragraph (iv) of the definition thereof, no later than the 10th Amsterdam business day following the date of such first public announcement as aforesaid), provided that the Conversion Date falls in the period from (and including) the date on which such notification is made to (but excluding) the later of (i) Ex-Date in respect of such distribution and the (ii) the 10th Amsterdam business day following the date on which such notification is made; or
- (d) in the case of a Change of Control having occurred, provided that the Conversion Date falls during the Change of Control Period; or
- (e) in the case of a Delisting Event having occurred, provided that the Conversion Date falls during the Delisting Event Period; or
- (f) in the case of the occurrence of an Event of Default, provided that the Conversion Date falls in the period (if any) from (and including) (i) where Trustee Certification with respect to such Event of Default is not required, the date of occurrence of the Event of Default or, where applicable, the date of expiry of the relevant grace period related to the Event of Default or (ii) where Trustee Certification with respect to such Event of Default is required, the later of (x) the

date of expiry of any applicable grace period related to the Event of Default and (y) the date on which the Trustee has certified that the relevant Event of Default is in its opinion materially prejudicial to the interests of the Bondholders, in each case in accordance with Condition 10, up to (but excluding) the date (if any) on which the Bonds are declared due and payable pursuant to Condition 10 or if earlier, the date the relevant Event of Default ceases to be continuing; or

- (g) if a Parity Event or IA Parity Event occurs pursuant to Condition 6(a)(ii), provided that the Conversion Date falls during the period of 10 consecutive dealing days commencing on and including the first dealing day following the Issuer Notification Date.

Conversion Rights may not be exercised (i) following the giving of notice by the Trustee that the Bonds are immediately due and payable pursuant to Condition 10 or (ii) in respect of a Bond in respect of which the relevant Bondholder has exercised its right to require the Issuer to redeem that Bond pursuant to Condition 7(e).

A Bondholder may exercise the Conversion Right in respect of a Bond by delivering such Bond, together with a duly completed Conversion Notice, to the specified office of any Paying, Transfer and Conversion Agent in accordance with Condition 6(g).

The Issuer will procure that Ordinary Shares to be issued or transferred and delivered on exercise of Conversion Rights will be issued or transferred and delivered to the relevant Bondholder or its nominee as specified in the relevant Conversion Notice (without any further action being required to be taken by, and, subject to the provisions of Condition 6(g), without any cost or expense to, the relevant Bondholder or the Trustee). Such Ordinary Shares will be deemed to be issued or transferred and delivered on or as of the relevant Conversion Date.

(ii) *Parity Event or IA Parity Event*

Whether or not a Parity Event or IA Parity Event has occurred for the purposes of Condition 6(a)(i) shall be determined in accordance with the provisions of this Condition 6(a)(ii).

None of the Issuer, the Calculation Agent, the Trustee or any Paying, Transfer and Conversion Agent will be required to monitor the Quote for the Bonds (or the Mid-Market Price) or perform any related calculations (or take any steps to monitor the Quote for the Bonds (or the Mid-Market Price) or perform any related calculations) to verify whether a Parity Event or IA Parity Event has occurred unless, in the case of the Issuer and the Calculation Agent only, any Bondholder provides notice (a “**Parity Notification Event Notice**”) to the Issuer in writing (in accordance with Condition 17) with reasonable supporting evidence that a Parity Notification Event has occurred.

If any such Parity Notification Event Notice is provided in accordance with the foregoing after 5.00 p.m. (Central European time) on any day, or on a day which is not an Amsterdam business day, it shall be deemed to have been provided on the immediately following Amsterdam business day, and the date on which such Parity Notification Event Notice is provided or deemed to be provided shall be the “**Notification Date**”. Once a Parity Notification Event Notice has been provided (or deemed to be so provided) on a Notification Date, any subsequent Parity Notification Event Notice shall be disregarded, and no Notification Date shall occur in respect of that subsequent Parity Notification Event Notice, if the Parity Notification Event to which that subsequent Parity Notification Event

Notice relates occurred in respect of any five dealing day period which ended prior to the Notification Date in respect of the first Parity Notification Event Notice provided.

Each Parity Notification Event Notice shall be copied to the Calculation Agent, for the purposes of which it shall be sent by electronic mail to such address as is specified in Condition 17.

A Parity Notification Event Notice shall include a certification by or on behalf of the relevant person that it holds an economic interest in at least one Bond, on which certification the Issuer and the Calculation Agent shall be able to rely, in the absence of fraud or manifest error, without further investigation. If a Parity Notification Event Notice is delivered in accordance with the foregoing, neither the Issuer nor the Calculation Agent shall be entitled or required to demand any further information from such person.

The following shall apply in respect of each Notification Date which is deemed to occur under this Condition 6(a):

- (1) the Issuer shall give notice thereof to the Bondholders in accordance with Condition 17 (and such notice shall be given no later than on the first dealing day of the relevant Reference Period and shall specify such Reference Period);
- (2) the Calculation Agent shall, by no later than the second dealing day immediately following the end of the relevant Reference Period, determine whether a Parity Event has occurred or has not occurred in respect of such Reference Period;
- (3) if a Bond Price Unavailability Date occurs in respect of the relevant Reference Period, (i) the Issuer shall give notice thereof to the Bondholders in accordance with Condition 17 (and such notice shall be given no later than on the second dealing day following such Bond Price Unavailability Date and shall specify the relevant Bond Price Determination Date); and (ii) the Calculation Agent shall determine whether an IA Parity Event has occurred or has not occurred in respect of such Reference Period (such determination to have been made no later than the third dealing day immediately following the Bond Price Determination Date); and
- (4) the Issuer will give notice of the Calculation Agent's determination to the Bondholders and the Trustee in accordance with Condition 17 no later than the date falling on the second dealing day immediately following the date on which the Calculation Agent notifies the Issuer of such determination as aforesaid (the date on which notice is given by the Issuer as aforesaid being referred to as the **“Issuer Notification Date”**).

In these Conditions:

“Bond Price Determination Date” means the fifth dealing day following the relevant Bond Price Unavailability Date;

A **“Bond Price Unavailability Date”** shall have occurred in respect of any Reference Period, as determined by the Calculation Agent, if no Quote for the Bonds is available on at least 6 dealing days comprised in such Reference Period, and in any such case the Bond Price Unavailability Date shall be such 6th dealing day;

“Closing Parity Value” means, in respect of any dealing day, the amount determined in good faith by the Calculation Agent and calculated as follows:

CPV = N x CP

where

CPV = the Closing Parity Value.

N = US\$200,000 divided by the Conversion Price in effect on such dealing day (or, if the Change of Control Conversion Price would apply in respect of any exercise of Conversion Rights which Conversion Date would fall on such dealing day, such Change of Control Conversion Price), provided that if (A) such dealing day falls on or after (i) the Ex-Date in relation to any entitlement in respect of which an adjustment is required to be made to the Conversion Price pursuant to Conditions 6(b)(i), 6(b)(ii), 6(b)(iii), 6(b)(iv), 6(b)(v) or 6(b)(ix) or (ii) the relevant date of first public announcement (as applicable pursuant to Conditions 6(b)(vi), 6(b)(vii) or 6(b)(viii)) in respect of which an adjustment is required to be made to the Conversion Price pursuant to Conditions 6(b)(vi), 6(b)(vii) or 6(b)(viii), and (B) such adjustment is not yet in effect on such dealing day, the Conversion Price in effect on such dealing day shall for the purpose of this definition only be multiplied by the adjustment factor subsequently determined by the Calculation Agent to be applicable in respect of the relevant Conversion Price adjustment.

CP = the Closing Price of an Ordinary Share on such dealing day.

An “**IA Parity Event**” shall occur in respect of any Reference Period if, as determined by the Calculation Agent, (i) a Bond Price Unavailability Date has occurred in respect of such Reference Period, and (ii) the Quote for the Bonds on the Bond Price Determination Date (and if no such Quotes for the Bond is available, the fair market value (taking into consideration the mid-market price) as at or around 5.00 p.m. (London time) on the Bond Price Determination Date per Bond (as determined by an Independent Adviser) is less than 98 per cent. of the Closing Parity Value on such Bond Price Determination Date;

“**Joint Bookrunner**” means each of BNP PARIBAS, Citigroup Global Markets Limited, Intesa Sanpaolo S.p.A., J.P. Morgan Securities plc, Morgan Stanley & Co. International plc, Natixis and UniCredit AG;

“**Leading Institution**” means any bank or financial institution which is a leading, internationally recognised market maker in trading exchangeable and/or convertible bonds;

“**Mid-Market Price**” means, in respect of any day, the average of the prices per US\$200,000 in principal amount of the Bonds quoted by a Leading Institution for (x) the purchase by such Leading Institution (bid price), and (y) the purchase from such Leading Institution (ask price), in each case in respect of the Bonds as at or around 5.00 p.m. (London time) on such day;

A “**Parity Event**” shall occur in respect of any Reference Period if, as determined by the Calculation Agent, (i) the Quote for the Bonds is available in respect of at least 5 dealing days comprised in such Reference Period, and (ii) on each dealing day comprised in such Reference Period in respect of which the Quote for the Bonds is available, such Quote for the Bonds is less than 98 per cent. of the Closing Parity Value in respect of such dealing day;

A “**Parity Notification Event**” shall occur if in respect of each dealing day comprised in a period of five consecutive dealing days (ending no earlier than the 5th dealing day before the Notification Date), either (i) no Mid-Market Price was available from a Leading Institution in respect of such dealing day, or (ii) the average of the Mid-Market Prices provided by three Leading Institutions (or such lesser number of such Leading Institutions (if any) as the Bondholder is able to obtain a Mid-Market Price from) was less than 98 per cent. of the Closing Parity Value in respect of such dealing day;

“**Quote for the Bonds**” means, in respect of any dealing day:

- (i) the arithmetic average (as determined by the Calculation Agent) of the Mid-Market Prices in respect of such dealing day provided to the Calculation Agent by each Joint Bookrunner in respect of such dealing day, or where one or more Joint Bookrunner does not provide such Mid-Market Price in respect of such dealing day, such lesser number of Mid-Market Prices (if any) as were provided by the Joint Bookrunners to the Calculation Agent in respect of such dealing day, subject to a minimum of two Mid-Market Prices being provided by the Joint Bookrunners to the Calculation Agent; or
- (ii) where one Mid-Market Price only, or no Mid-Market Price, is provided to the Calculation Agent pursuant to (i) above, the arithmetic average (as determined by an Independent Adviser) of the Mid-Market Prices in respect of such dealing day obtained by such Independent Adviser from three Leading Institutions (including any Joint Bookrunner which has provided a Mid-Market Price pursuant to (i) above) as such Independent Adviser shall consider appropriate, or, if only two Mid-Market Prices may be obtained from such three Leading Institutions, the arithmetic average of such two Mid-Market Prices so obtained or, if only one Mid-Market Price can be obtained from such three Leading Institutions, such Mid-Market Price,

provided that where no Mid-Market Price can be determined pursuant to (i) or (ii) above in respect of such dealing day, it shall be deemed that no Quote for the Bonds is available in respect of such dealing day; and

“**Reference Period**” means, in respect of any Notification Date, the period of 10 consecutive dealing days commencing on the second dealing day following such Notification Date.

(iii) *Net Share Settlement*

Subject to the right of the Issuer to make an Alternative Settlement Election, the Issuer shall satisfy the exercise of Conversion Rights by a Bondholder by:

- (i) paying to the relevant Bondholder the Cash Conversion Amount; and
- (ii) delivering to the relevant Bondholder the Net Shares (if any).

The Issuer shall pay the Cash Conversion Amount by not later than the fifth New York City business day following the end of the Net Share Settlement Calculation Period by transfer to a US dollar account specified by the relevant Bondholder in the relevant Conversion Notice.

The Net Shares shall be delivered as provided in Condition 6(g).

“**Cash Conversion Amount**” means the sum (rounded, if necessary, to two decimal places, with 0.005 being rounded upwards) of the Daily Cash Conversion Amounts as determined

by the Calculation Agent in respect of each dealing day in the Net Share Settlement Calculation Period.

“**Daily Cash Conversion Amount**” means, in respect of a dealing day, the lesser of (i) an amount equal to one-twentieth of the Converted Bonds and (ii) the Daily Conversion Value in respect of such dealing day translated into US dollars at the Prevailing Rate on such dealing day, determined by the Calculation Agent.

“**Daily Conversion Value**” means, in respect of any dealing day, the amount determined by the Calculation Agent in accordance with the following formula:

$$\frac{RS \times VWAP}{20}$$

where

RS means the Reference Shares; and

VWAP means the Volume Weighted Average Price of an Ordinary Share on such dealing day provided that if:

(i) any Dividend or other entitlement in respect of the Ordinary Shares is announced, whether on or prior to or after the relevant Conversion Date, in circumstances where the record date or other due date for the establishment of entitlement in respect of such Dividend or other entitlement shall be on or after the relevant Conversion Date and if on such dealing day the price determined as provided above is based on a price ex- such Dividend or ex- such other entitlement, then the Volume Weighted Average Price determined as provided above on such dealing day shall be increased by an amount equal to the Fair Market Value of any such Dividend or other entitlement per Ordinary Share as at the Ex-Date in respect of such Dividend or entitlement, determined on a gross basis and disregarding any withholding or deduction required to be made for or on account of tax, and disregarding any associated tax credit, all as determined by the Calculation Agent provided that where such Fair Market Value as aforesaid cannot be determined in accordance with these Conditions before the second Amsterdam business day before the date on which payment of the Cash Conversion Amount is to be made, the relevant Volume Weighted Average Price as aforesaid shall be adjusted in such manner as determined in good faith to be appropriate by an Independent Adviser no later than such second Amsterdam business day before such payment date as aforesaid;

(ii) if any Additional Cash Amount is due in respect of the relevant exercise of Conversion Rights, and if such dealing day falls prior to the Applicable RA Reference Date, then the Volume Weighted Average Price on such dealing day shall be (in the case of a Retroactive Adjustment pursuant to Condition 6(b)(iii)) decreased by an amount equal to the Fair Market Value of the relevant Cash Dividend as at the Ex-Date in respect thereof or (in any other case) multiplied by the adjustment factor (as determined pursuant to these Conditions) applied to the Conversion Price in respect of the relevant Retroactive Adjustment, provided that where such Fair Market Value or adjustment factor as aforesaid cannot be determined in accordance with these Conditions before the second Amsterdam business day before the date on

which issuance or transfer and delivery of the Net Shares is to be made as provided in Condition 6(g), the relevant Volume Weighted Average Price as aforesaid shall be adjusted in such manner as determined in good faith to be appropriate by an Independent Adviser no later than such second Amsterdam business day before such date of issuance or transfer and delivery as aforesaid; and

(iii) if any doubt shall arise as to the calculation of the Daily Conversion Value or if such amount cannot be determined as provided above, the Daily Conversion Value shall be equal to such amount as is determined in such other manner as an Independent Adviser shall consider in good faith to be appropriate to give the intended result.

“**Daily Net Shares**” means in respect of any dealing day in respect of which the Daily Conversion Value exceeds one-twentieth of the Converted Bonds, the number of Ordinary Shares determined by the Calculation Agent in accordance with the following formula:

$$\frac{A}{VWAP}$$

where

A means the Daily Conversion Value on such dealing day minus one-twentieth of the Converted Bonds; and

VWAP shall have the meaning given to it in the definition of “Daily Conversion Value”.

“**Net Share Settlement Calculation Period**” means the period of 20 consecutive dealing days commencing on and including the 10th dealing day immediately following the relevant Conversion Date.

“**Net Shares**” means the sum of the Daily Net Shares (if any) determined by the Calculation Agent in respect of each dealing day in the Net Share Settlement Calculation Period, rounded down, if necessary, to the nearest whole number.

If there is a Retroactive Adjustment to the Conversion Price following the exercise of Conversion Rights by a Bondholder in circumstances where (x) an Alternative Settlement Election is not made and accordingly the exercise of such Conversion Right is to be satisfied as provided in this Condition 6(a)(iii) and (y) if any dealing day comprised in the Net Share Settlement Calculation Period in respect of such exercise of Conversion Rights falls on or after the Applicable RA Reference Date, then the Issuer shall pay to the relevant Bondholder an additional amount (the “**Additional Cash Amount**”) calculated in good faith by the Calculation Agent and equal to the Market Price of such number of Ordinary Shares (rounded down if necessary to the nearest whole number of Ordinary Shares) (if any) as is equal to that by which the number of Reference Shares would have been increased if the relevant adjustment to the Conversion Price had been made and become effective immediately prior to the relevant Conversion Date, converted into US dollars at the Prevailing Rate on the relevant Reference Date.

The Issuer will pay the Additional Cash Amount not later than seven days following the Reference Date by transfer to a US dollar account in accordance with instructions contained in the relevant Conversion Notice.

(b) *Adjustment of Conversion Price*

Upon the occurrence of any of the events described below, the Conversion Price shall be adjusted by the Calculation Agent (unless otherwise specified) on behalf of the Issuer, as follows:

- (i) If and whenever there shall be a consolidation, reclassification, redesignation or subdivision affecting the number of Ordinary Shares in issue, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A}{B}$$

where:

- A is the aggregate number of Ordinary Shares in issue immediately before such consolidation, reclassification, redesignation or subdivision, as the case may be; and
- B is the aggregate number of Ordinary Shares in issue immediately after, and as a result of, such consolidation, reclassification, redesignation or subdivision, as the case may be.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this paragraph (b)(i), the date on which the consolidation, reclassification, redesignation or sub-division, as the case may be, takes effect.

- (ii) If and whenever the Issuer shall issue any Ordinary Shares credited as fully paid to the Shareholders by way of capitalisation of profits or reserves (including any share premium account or capital redemption reserve) (other than an issue of Ordinary Shares constituting a Cash Dividend pursuant to paragraph (a) of the definition of “Dividend”), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A}{B}$$

where:

- A is the aggregate number of Ordinary Shares in issue immediately before such issue; and
- B is the aggregate number of Ordinary Shares in issue immediately after such issue.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this paragraph (b)(ii), the date of issue of such Ordinary Shares.

(iii)

- (A) If and whenever the Issuer shall declare, announce, make or pay any Non-Cash Dividend to the Shareholders, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the relevant Effective Date by the following fraction:

$$\frac{A - B}{A}$$

A

where:

A is the Current Market Price of one Ordinary Share on the Ex-Date in respect of such Non-Cash Dividend; and

B is the portion of the Fair Market Value of the aggregate Non-Cash Dividend attributable to one Ordinary Share, with such portion being determined by dividing the Fair Market Value of the aggregate Non-Cash Dividend by the number of Ordinary Shares entitled to receive the relevant Non-Cash Dividend (or, in the case of a purchase, redemption or buy back of Ordinary Shares or any depositary or other receipts or certificates representing Ordinary Shares by or on behalf of the Issuer or any Subsidiary, by the number of Ordinary Shares in issue immediately following such purchase, redemption or buy back).

Such adjustment shall become effective on the relevant Effective Date.

“**Effective Date**” means, in respect of this paragraph (b)(iii)(A), the later of (i) the Ex-Date in respect of such Non-Cash Dividend and (ii) the first date upon which the Fair Market Value of the relevant Non-Cash Dividend is capable of being determined as provided herein.

“**Cash Dividend**” means (i) any Dividend which is to be paid or made in cash (in whatever currency), but other than falling within paragraph (b) of the definition of “**Spin-Off**”, and (ii) any Dividend determined to be a Cash Dividend pursuant to paragraph (a) of the definition of “**Dividend**”, and for the avoidance of doubt, a Dividend falling within paragraph (c) or (d) of the definition of “**Dividend**” shall be treated as being a Non-Cash Dividend.

“**Ex-Date**” means, in respect of this paragraph (b)(iii)(A), the first date on which the Ordinary Shares are traded ex-the relevant Non-Cash Dividend on the Relevant Stock Exchange or, in the case of a purchase, redemption or buy back of Ordinary Shares or any depositary or other receipts or certificates representing Ordinary Shares, the date on which such purchase, redemption or buy back is made or, in the case of a Spin-Off, the first date on which the Ordinary Shares are traded ex- the relevant Spin-Off on the Relevant Stock Exchange.

“**Non-Cash Dividend**” means any Dividend which is not a Cash Dividend, and shall include a Spin-Off.

(B) If and whenever the Issuer shall make or pay in any Quarter any Extraordinary Dividend to the Shareholders, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the relevant Effective Date by the following fraction:

$$\frac{A - B}{A - C}$$

A - C

where:

A is the Current Market Price of one Ordinary Share on the Ex-Date in respect of such Extraordinary Dividend;

B is the portion of the Fair Market Value of the aggregate Extraordinary Dividend

attributable to one Ordinary Share, with such portion being determined by dividing the Fair Market Value of the aggregate Extraordinary Dividend by the number of Ordinary Shares entitled to receive the Relevant Dividend; and

C is the amount (if any) by which the Threshold Amount for the Relevant Quarter exceeds an amount equal to the aggregate of the Fair Market Values of any previous Cash Dividends per Ordinary Share paid or made in such Relevant Quarter (where C shall be zero if the aggregate Fair Market Value of such previous Cash Dividends per Ordinary Share are equal to, or exceed, the Threshold Amount for such Relevant Quarter). For the avoidance of doubt, C shall equal the Threshold Amount for the Relevant Quarter where no previous Cash Dividends per Ordinary Share have been paid or made in such Relevant Quarter.

Provided that, for the avoidance of doubt, no adjustment shall be made to the Conversion Price where “B” is equal to “C” in the formula above.

Such adjustment shall become effective on the relevant Effective Date.

The “**Effective Date**” means, in respect of this paragraph (b)(iii)(B), the later of (i) the Ex-Date in respect of the relevant Extraordinary Dividend and (ii) the first date upon which the Fair Market Value of the relevant Extraordinary Dividend can be determined as provided herein.

“**Ex-Date**” means, in respect of this sub-paragraph (b)(iii)(B), the first date on which the Ordinary Shares are traded ex-the relevant Extraordinary Dividend on the Relevant Stock Exchange.

“**Extraordinary Dividend**” means any Cash Dividend (the “**Relevant Dividend**”) paid or made in a Quarter (the “**Relevant Quarter**”), if (a) the Fair Market Value of the Relevant Dividend per Ordinary Share or (b) the sum of (i) the Fair Market Value of the Relevant Dividend per Ordinary Share and (ii) an amount equal to the aggregate of the Fair Market Value or Fair Market Values of any other Cash Dividend or Cash Dividends per Ordinary Share paid or made in the Relevant Quarter, exceeds the Threshold Amount for such Relevant Quarter, and in that case the Extraordinary Dividend shall be the Relevant Dividend.

“**Threshold Amount**” means, for any Quarter, US\$0.06 per Ordinary Share (adjusted *pro rata* for any adjustments to the Conversion Price made pursuant to the provisions of this Condition 6(b), including this sub-paragraph (b)(iii)).

On any adjustment to the Threshold Amount, the resultant Threshold Amount, if not an integral multiple of US\$0.0001, shall be rounded down to the nearest whole multiple of US\$0.0001. No adjustment shall be made to the Threshold Amount where such adjustment (rounded down if applicable) would be less than one per cent. of the Threshold Amount then in effect. Any adjustment not required to be made and/or any amount by which the Threshold Amount has been rounded down, shall be carried forward and taken into account in any subsequent adjustment, and such subsequent adjustment shall be made on the basis that the adjustment not required to be made had been made at the relevant time and/or, as the case may be, that the relevant rounding down had not been made.

Notice of any adjustments to the Threshold Amount shall be given by the Issuer to Bondholders in accordance with Condition 17 and to the Trustee promptly after the determination thereof.

- (C) For the purposes of the above, Fair Market Value shall (subject as provided in paragraph (a) of the definition of “Dividend” and in the definition of “Fair Market Value”) be determined as at the Ex-Date in respect of the relevant Dividend.
- (D) In making any calculations for the purposes of this paragraph (b)(iii), such adjustments (if any) shall be made as the Calculation Agent may determine in good faith to be appropriate to reflect any adjustment to the Conversion Price made in the Relevant Quarter.
- (E) A Cash Dividend shall be treated for the purposes of these Conditions as being paid or made on the date it is to be paid or made to holders of the Ordinary Shares admitted to trading and listing on the Relevant Stock Exchange.
- (iv) If and whenever the Issuer shall issue Ordinary Shares to Shareholders as a class by way of rights, or the Issuer or any of the Subsidiaries or (at the direction or request or pursuant to any arrangements with the Issuer or any of the Subsidiaries) any other company, person or entity shall issue or grant to Shareholders as a class by way of rights, any options, warrants or other rights to subscribe for or purchase or otherwise acquire any Ordinary Shares or any other Securities which by their terms of issue carry (directly or indirectly) rights of conversion into, or exchange or subscription for, or the right to acquire any Ordinary Shares (or shall grant any such rights in respect of existing Securities so issued), in each case at a consideration receivable per Ordinary Share (based, where appropriate, on such number of Ordinary Shares as is determined pursuant to the definition of “C” and the proviso below) which is less than 95 per cent. of the Current Market Price per Ordinary Share on the Ex-Date respect of the relevant issue or grant, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A+B}{A+C}$$

where:

- A is the number of Ordinary Shares in issue on the Ex-Date;
- B is the number of Ordinary Shares which the aggregate consideration (if any) receivable for the Ordinary Shares issued by way of rights, or for the other Securities issued by way of rights, or for the options or warrants or other rights issued by way of rights and for the total number of Ordinary Shares deliverable on the exercise thereof, would purchase at such Current Market Price per Ordinary Share; and
- C is the number of Ordinary Shares to be issued or, as the case may be, the maximum number of Ordinary Shares which may be issued upon exercise of such options, warrants or rights calculated as at the date of issue of such options, warrants or rights or upon conversion or exchange or exercise of rights of subscription or purchase or other rights of acquisition in respect thereof at the initial conversion, exchange, subscription, purchase or acquisition price or rate,

provided that if on such Ex-Date such number of Ordinary Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any

event at some subsequent time, then for the purposes of this paragraph (b)(iv), “C” shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at such Ex-Date and as if such conversion, exchange, subscription, purchase or acquisition had taken place on such Ex-Date.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this paragraph (b)(iv), the later of (i) Ex-Date in respect of the relevant issue or grant and (ii) the first date upon which the adjusted Conversion Price is capable of being determined in accordance with this paragraph (b)(iv).

- (v) If and whenever the Issuer or any Subsidiary or (at the direction or request or pursuant to any arrangements with the Issuer or any Subsidiary) any other company, person or entity shall (other than in the circumstances the subject of paragraph (b)(iv) and other than where such issue is determined to constitute a Cash Dividend pursuant to paragraph (a) of the definition “Dividend”), issue any Securities to Shareholders as a class by way of rights any options, warrants or other rights to subscribe for or purchase or otherwise acquire any Securities, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A - B}{A}$$

where:

- A is the Current Market Price of one Ordinary Share on the Ex-Date in respect of the relevant issue or grant; and
- B is the Fair Market Value on such Ex-Date of the portion of the rights attributable to one Ordinary Share.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this paragraph (b)(v), the later of (i) the Ex-Date in respect of the relevant issue or grant and (ii) the first date upon which the adjusted Conversion Price is capable of being determined in accordance with this paragraph (b)(v).

- (vi) If and whenever the Issuer shall issue (otherwise than as mentioned in paragraph (b)(iv) above) wholly for cash or for no consideration any Ordinary Shares (other than Ordinary Shares issued on conversion of the Bonds (which term shall for this purpose include any Further Bonds) or on the exercise of any other rights of conversion into, or exchange or subscription for or purchase of, or right to otherwise acquire Ordinary Shares and other than where such issue of Ordinary Shares is determined to constitute a Cash Dividend pursuant to paragraph (a) of the definition of “Dividend”) or if and whenever the Issuer or any of the Subsidiaries or (at the direction or request or pursuant to any arrangements with the Issuer or any of the Subsidiaries) any other company, person or entity shall issue or grant (otherwise than as mentioned in sub-paragraph (b)(iv) above) wholly for cash or for no consideration any options, warrants or other rights to subscribe for or purchase or otherwise acquire any Ordinary Shares (other than the Bonds, which term shall for this purpose include any Further Bonds), in each case at a consideration receivable per Ordinary Share (based, where appropriate, on such number of Ordinary Shares as is determined pursuant to the definition of “C” and the proviso below) which is less than 95 per cent. of the Current Market Price per Ordinary Share on the date of the first public announcement of the terms

of such issue or grant, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A is the number of Ordinary Shares in issue immediately before the date of first public announcement of the terms of such issue of such Ordinary Shares or issue or the grant of such options, warrants or rights as provided above;
- B is the number of Ordinary Shares which the aggregate consideration (if any) receivable for the issue of such Ordinary Shares or, as the case may be, for the Ordinary Shares to be issued or otherwise made available upon the exercise of any such options, warrants or rights, would purchase at such Current Market Price per Ordinary Share; and
- C is the number of Ordinary Shares to be issued pursuant to such issue of such Ordinary Shares or, as the case may be, the maximum number of Ordinary Shares which may be issued upon exercise of such options, warrants or rights calculated as at the date of issue of such options, warrants or rights,

provided that if on the date of first public announcement of the terms of such issue or grant (as used in this sub-paragraph (b)(vi), the “**Specified Date**”) such number of Ordinary Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time, then for the purposes of this paragraph (b)(vi), “C” shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Specified Date and as if such conversion, exchange, subscription, purchase or acquisition had taken place on the Specified Date.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this sub-paragraph (b)(vi), the later of (i) the date of issue of such Ordinary Shares or, as the case may be, the grant of such options, warrants or rights and (ii) the first date upon which the adjusted Conversion Price is capable of being determined in accordance with this paragraph (b)(vi).

- (vii) If and whenever the Issuer or any Subsidiary or (at the direction or request of or pursuant to any arrangements with the Issuer or any Subsidiary) any other company, person or entity (otherwise than as mentioned in paragraphs (b)(iv), (b)(v) or (b)(vi) above) shall issue wholly for cash or for no consideration any Securities (other than the Bonds, which term shall for this purpose exclude any Further Bonds and other than where such issue of Securities is determined to constitute a Cash Dividend pursuant to paragraph (a) of the definition of “Dividend”) which by their terms of issue carry (directly or indirectly) rights of conversion into, or exchange or subscription for, purchase of, or rights to otherwise acquire Ordinary Shares (or shall grant wholly for cash or for no consideration any such rights in respect of existing Securities so issued) or Securities which by their terms might be reclassified or redesignated as Ordinary Shares, and the consideration per Ordinary Share (based, where appropriate, on such number of Ordinary Shares as is determined pursuant to the definition of “C” and the proviso below) receivable upon conversion, exchange, subscription, purchase, acquisition or reclassification or redesignation is less than 95 per

cent. of the Current Market Price per Ordinary Share on the date of the first public announcement of the terms of such Securities (or the terms of such grant), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A is the number of Ordinary Shares in issue immediately before the date of first public announcement of the terms of the issue of such Securities (or the terms of such grant);
- B is the number of Ordinary Shares which the aggregate consideration (if any) receivable for the Ordinary Shares to be issued or otherwise made available upon conversion or exchange or upon exercise of the right of subscription, purchase or acquisition attached to such Securities or, as the case may be, for the Ordinary Shares to be issued or to arise from any such reclassification or redesignation would purchase at such Current Market Price per Ordinary Share; and
- C is the maximum number of Ordinary Shares to be issued or otherwise made available upon conversion or exchange of such Securities or upon the exercise of such right of subscription attached thereto at the initial conversion, exchange, subscription, purchase or acquisition price or rate or, as the case may be, the maximum number of Ordinary Shares which may be issued or arise from any such reclassification or redesignation,

provided that if on the date of first public announcement of the terms of the issue of such Securities (or the terms of such grant) (as used in this paragraph, the “**Specified Date**”) such number of Ordinary Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time (which may be when such Securities are converted or exchanged or rights of subscription, purchase or acquisition are exercised or, as the case may be, such Securities are reclassified or redesignated or at such other time as may be provided), then for the purposes of this paragraph (b)(vii), “C” shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Specified Date and as if such conversion, exchange, subscription, purchase or acquisition or, as the case may be, reclassification or redesignation had taken place on the Specified Date.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this sub-paragraph (b)(vii), the later of (i) the date of issue of such Securities or, as the case may be, the grant of such rights and (ii) the first date upon which the adjusted Conversion Price is capable of being determined in accordance with this paragraph (b)(vii).

- (viii) If and whenever there shall be any modification of the rights of conversion, exchange, subscription, purchase or acquisition attaching to any such Securities (other than the Bonds, which term shall for this purpose include any Further Bonds) as are mentioned in sub-paragraph (b)(vii) above (other than in accordance with the terms (including terms as to adjustment) applicable to such Securities upon issue) so that following such modification the consideration per Ordinary Share (based, where appropriate, on such number of

Ordinary Shares as determined by reference to the proviso below) receivable upon conversion, exchange, subscription, purchase or acquisition has been reduced and is less than 95 per cent. of the Current Market Price per Ordinary Share on the date of the first public announcement of the terms for such modification, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A is the number of Ordinary Shares in issue immediately before the date of first public announcement of the terms for such modification;
- B is the number of Ordinary Shares which the aggregate consideration (if any) receivable for the Ordinary Shares to be issued or otherwise made available upon conversion or exchange or upon exercise of the right of subscription, purchase or acquisition attached to the Securities so modified would purchase at such Current Market Price per Ordinary Share or, if lower, the existing conversion, exchange, subscription, purchase or acquisition price or rate of such Securities; and
- C is the maximum number of Ordinary Shares which may be issued or otherwise made available upon conversion or exchange of such Securities or upon the exercise of such rights of subscription, purchase or acquisition attached thereto at the modified conversion, exchange, subscription, purchase or acquisition price or rate but giving credit in such manner as the Calculation Agent in good faith shall consider appropriate for any previous adjustment under this sub-paragraph (b)(viii) or sub-paragraph (b)(vii) above,

provided that if on the date of first public announcement of the terms of such modification (as used in this paragraph (b)(viii), the “**Specified Date**”) such number of Ordinary Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time (which may be when such Securities are converted or exchanged or rights of subscription, purchase or acquisition are exercised or at such other time as may be provided), then for the purposes of this paragraph (b)(viii), “C” shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Specified Date and as if such conversion, exchange, subscription, purchase or acquisition had taken place on the Specified Date.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this sub-paragraph (b)(viii), the later of (i) the date of modification of the rights of conversion, exchange, subscription, purchase or acquisition attaching to such Securities and (ii) the first date upon which the adjusted Conversion Price is capable of being determined in accordance with this paragraph (b)(viii).

- (ix) If and whenever the Issuer or any Subsidiary or (at the direction or request of or pursuant to any arrangements with the Issuer or any Subsidiary) any other company, person or entity shall offer any Ordinary Shares or other Securities in connection with which Shareholders as a class are entitled to participate in arrangements whereby such Ordinary Shares or other Securities may be acquired by them (except where the Conversion Price falls to be adjusted under paragraphs (b)(ii), (b)(iii), (b)(iv), (b)(v), (b)(vi) or (b)(vii) above or (b)(x) below (or,

where applicable, would fall to be so adjusted if the relevant issue or grant was at less than 95 per cent. of the Current Market Price per Ordinary Share on the relevant day)), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A-B}{A}$$

where:

- A is the Current Market Price of one Ordinary Share on the Ex-Date in respect of the relevant offer; and
- B is the Fair Market Value on such Ex-Date of the portion of the relevant offer attributable to one Ordinary Share.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this sub-paragraph (b)(ix), the later of (i) the Ex-Date in respect of the relevant offer and (ii) the first date upon which the adjusted Conversion Price is capable of being determined in accordance with this paragraph (b)(ix).

- (x) If a Change of Control shall occur, then upon any exercise of Conversion Rights where the Conversion Date falls during the Change of Control Period, the Conversion Price (the “**Change of Control Conversion Price**”) shall be determined as set out below:

$$\text{COCCP} = \text{OCP} / (1 + (\text{CP} \times c/t))$$

where:

- COCCP = means the Change of Control Conversion Price
- OCP = means the Conversion Price in effect on the relevant Conversion Date (disregarding the effect of this adjustment)
- CP = means 52.5 per cent.
- c = means the number of calendar days from and including the date the Change of Control occurs to but excluding the Final Maturity Date
- t = means the number of calendar days from and including the Closing Date to but excluding the Final Maturity Date.

- (xi) If the Issuer determines that an adjustment should be made to the Conversion Price (or that a determination should be made as to whether an adjustment should be made) as a result of one or more circumstances not referred to above in this paragraph (b) (even if the relevant circumstance is specifically excluded from the operation of paragraphs (b)(i) to (x) above), the Issuer shall, at its own expense and acting reasonably, request an Independent Adviser to determine as soon as practicable what adjustment (if any) to the Conversion Price is fair and reasonable to take account thereof and the date on which such adjustment (if any) should take effect and upon such determination such adjustment (if any) shall be made and shall take effect in accordance with such determination, provided that an adjustment shall only be made pursuant to this paragraph (b)(xi) if the adjustment would result in a reduction to the Conversion Price.

Notwithstanding the foregoing provisions:

- (A) where the events or circumstances giving rise to any adjustment pursuant to this paragraph (b) have already resulted or will result in an adjustment to the Conversion Price or where

the events or circumstances giving rise to any adjustment arise by virtue of any other events or circumstances which have already given or will give rise to an adjustment to the Conversion Price or where more than one event which gives rise to an adjustment to the Conversion Price occurs within such a short period of time that, in the opinion of the Issuer, a modification to the operation of the adjustment provisions is required to give the intended result, such modification shall be made to the operation of the adjustment provisions as may be determined in good faith by an Independent Adviser to be in its opinion appropriate to give the intended result;

- (B) such modification shall be made to the operation of these Conditions as may be determined in good faith by an Independent Adviser to be in its opinion appropriate (i) to ensure that an adjustment to the Conversion Price or the economic effect thereof shall not be taken into account more than once and (ii) to ensure that the economic effect of a Dividend is not taken into account more than once; and
- (C) in any event, no adjustment to the Conversion Price will be made to the extent that the Conversion Price would thereby be reduced below the nominal value of an Ordinary Share effective as of the date of such adjustment. Without prejudice to the foregoing, upon any event which, but for this paragraph (b)(C), would result in an adjustment to the Conversion Price to an amount which is less than the nominal value of each Ordinary Share, in accordance with the foregoing provisions, the calculation of any subsequent adjustments will be made on the amount of the Conversion Price which would have resulted, had this paragraph (b)(C) not applied. If the result of such adjustments is below the nominal value per Ordinary Share, the Conversion Price will be equal to the nominal value of each Ordinary Share. To the extent that an adjustment to the Conversion Price cannot occur as a result of this paragraph (b)(C), the Issuer will not be obliged to compensate the Bondholders by a cash payment or in any other way.

For the purpose of any calculation of the consideration receivable or price pursuant to paragraphs (b)(iv), (b)(vi), (b)(vii) and (b)(viii), the following provisions shall apply:

- (a) the aggregate consideration receivable or price for Ordinary Shares issued for cash shall be the amount of such cash;
- (b) (x) the aggregate consideration receivable or price for Ordinary Shares to be issued or otherwise made available upon the conversion or exchange of any Securities shall be deemed to be the consideration or price received or receivable for any such Securities (whether on one or more occasions) and (y) the aggregate consideration receivable or price for Ordinary Shares to be issued or otherwise made available upon the exercise of rights of subscription attached to any Securities or upon the exercise of any options, warrants or rights shall be deemed to be that part (which may be the whole) of the consideration or price received or receivable for such Securities or, as the case may be, for such options, warrants or rights which are attributed by the Issuer to such rights of subscription or, as the case may be, such options, warrants or rights or, if no part of such consideration or price is so attributed, the Fair Market Value of such rights of subscription or, as the case may be, such options, warrants or rights as at the relevant date of first public announcement as referred to in paragraph (b)(vi), (b)(vii) or (b)(viii) or as at the relevant Ex-Date as referred to in paragraph (b)(iv), as the case may be, plus in the case of each of (x) and (y) above, the additional minimum consideration receivable or price (if any) upon the conversion or exchange of such Securities, or upon the exercise of such rights of subscription attached thereto or, as the case may be, upon exercise of such options, warrants or rights and (z) the

consideration receivable or price per Ordinary Share upon the conversion or exchange of, or upon the exercise of such rights of subscription attached to, such Securities or, as the case may be, upon the exercise of such options, warrants or rights shall be the aggregate consideration or price referred to in (x) or (y) above (as the case may be) divided by the number of Ordinary Shares to be issued upon such conversion or exchange or exercise at the initial conversion, exchange or exercise at the initial conversion, exchange or subscription price or rate, all as determined in good faith by the Calculation Agent;

- (c) if the consideration or price determined pursuant to (a) or (b) above (or any component thereof) shall be expressed in a currency other than the Relevant Currency (other than in circumstances where such consideration is also expressed in the Relevant Currency, in which case such consideration shall be treated as expressed in the Relevant Currency in an amount equal to the amount of such consideration when so expressed in the Relevant Currency), it shall be converted by the Calculation Agent into the Relevant Currency at the Prevailing Rate on the relevant Ex-Date;
- (d) in determining the consideration or price pursuant to the above, no deduction shall be made for any commissions or fees (howsoever described) or any expenses paid or incurred for any underwriting, placing or management of the issue of the relevant Ordinary Shares or Securities or options, warrants or rights, or otherwise in connection therewith;
- (e) the consideration or price shall be determined as provided above on the basis of the consideration or price received, receivable, paid or payable, regardless of whether all or part thereof is received, receivable, paid or payable by or to the Issuer or another entity; and
- (f) references in these Conditions to “cash” shall be construed as cash consideration within the meaning of section 583(3) of the Companies Act.

(c) *Alternative Settlement Election*

- (i) Upon exercise of Conversion Rights by a Bondholder, the Issuer may make an election (an “**Alternative Settlement Election**”) by giving notice (an “**Alternative Settlement Election Notice**”) to the relevant Bondholder by not later than the date (the “**Alternative Settlement Election Date**”) falling 7 dealing days (or, if that is not an Amsterdam business day, the next following Amsterdam business day) following the relevant Conversion Date to the address (or, if a fax number or email address is provided in the relevant Conversion Notice, that fax number or email address) specified for that purpose in the relevant Conversion Notice (with a copy to the Trustee and the Principal Paying, Transfer and Conversion Agent) to satisfy the exercise of the Conversion Right in respect of the relevant Bonds (1) by issuing or transferring and delivering the Reference Shares to the relevant Bondholders (“**Physical Settlement**”) or (2) by (i) making payment, or procuring that payment is made, to the relevant Bondholder of the Alternative Settlement Cash Amount in respect of the Cash Settled Shares in respect of such exercise as specified in the relevant Alternative Settlement Election Notice, and (ii) where the Cash Settled Shares are less than the Reference Shares in respect of the relevant exercise of Conversion Rights, by issuing or transferring and delivering a number of Ordinary Shares equal to the Reference Shares minus the Cash Settled Shares (“**Cash Settlement**”), together in any such case with any other amount payable by the Issuer to such Bondholder pursuant to these Conditions in respect of or relating to the relevant exercise of Conversion Rights.

An Alternative Settlement Election Notice shall be irrevocable and shall specify:

- (1) the Conversion Price in effect on the relevant Conversion Date and the number of Reference Shares in respect of such exercise of Conversion Rights;
 - (2) whether the Issuer proposes to satisfy the relevant exercise of Conversion Rights by way of Physical Settlement or Cash Settlement;
 - (3) if Cash Settlement is specified, the Cash Settlement Ratio and number of Cash Settled Shares in respect of the relevant exercise of Conversion Rights, and by reference to which the Alternative Settlement Cash Amount, is to be calculated; and
 - (4) if Cash Settlement is specified and if the number of Cash Settled Shares (determined as aforesaid) is less than the number of Reference Shares in respect of the relevant exercise of Conversion Rights, the number of Physically Settled Shares to be issued or transferred and delivered by the Issuer to the relevant Bondholder in respect of such exercise.
- (ii) The Issuer will pay the relevant Alternative Settlement Cash Amount, together with any other amount as aforesaid, by not later than five New York City business days following the last day of the Alternative Settlement Calculation Period by transfer to a US dollar account in accordance with instructions contained in the relevant Conversion Notice.
- (iii) If there is a Retroactive Adjustment to the Conversion Price following the exercise of Conversion Rights by a Bondholder in circumstances where an Alternative Settlement Election (whether specifying “Physical Settlement” or “Cash Settlement”) is made in respect of such exercise then the Issuer (solely in respect of the Physically Settled Shares, if any) shall procure that there shall be issued or transferred and delivered to the relevant Bondholder, in accordance with the instructions contained in the relevant Conversion Notice, such additional number of Ordinary Shares (if any) (the “**Additional Ordinary Shares**”) as, together with the Physically Settled Shares issued or transferred and delivered on the relevant exercise of Conversion Rights, is equal to the number of Physically Settled Shares which would have been required to be issued or transferred and delivered on such exercise if the relevant adjustment to the Conversion Price had been made and become effective immediately prior to the relevant Conversion Date (such number of Physically Settled Shares as aforesaid being for this purpose calculated as (i) where such exercise of Conversion Rights is the subject of an Alternative Settlement Election specifying “Physical Settlement”, the Reference Shares in respect of such exercise of Conversion Rights determined for this purpose by reference to such deemed Conversion Price as aforesaid, and (ii) where such exercise of Conversion Rights is the subject of an Alternative Settlement Election specifying “Cash Settlement”, the difference (if any) between (A) such number of Reference Shares as is determined pursuant to (i) and (B) the product of (x) such number of Reference Shares determined as aforesaid and (y) the Cash Settlement Ratio in respect of such exercise of Conversion Rights), all as determined in good faith by the Calculation Agent or an Independent Adviser, provided that if in the case of paragraph (b)(ii), (b)(iii), (b)(iv), (b)(v) or (b)(ix) the relevant Bondholder shall be entitled to receive the relevant Ordinary Shares, Dividends or Securities in respect of the Ordinary Shares to be issued or transferred and delivered to it, then no such Retroactive Adjustment shall be made in relation to the relevant event and the relevant Bondholder shall not be entitled to receive Additional Ordinary Shares in relation thereto.
- (iv) If there is a Retroactive Adjustment to the Conversion Price following the exercise of Conversion Rights by a Bondholder in circumstances where (x) an Alternative Settlement Election (specifying “Cash Settlement”) is made in respect of such exercise and (y) if any

dealing day comprised in the Alternative Settlement Calculation Period in respect of such exercise of Conversion Rights falls on or after the Applicable RA Reference Date, then the Issuer shall pay to the relevant Bondholder an additional amount (the “**Additional Alternative Settlement Cash Amount**”) calculated in good faith by the Calculation Agent and equal to the Market Price of such number of Ordinary Shares (rounded down if necessary to the nearest whole number of Ordinary Shares) (if any) as is equal to that by which the number of Cash Settled Shares would have been increased if the relevant adjustment to the Conversion Price had been made and become effective immediately prior to the relevant Conversion Date (such number of Cash Settled Shares as aforesaid being for this purpose calculated as the product of (x) the Reference Shares determined for this purpose by reference to such deemed Conversion Price as aforesaid and (y) the Cash Settlement Ratio, in the case of (x) and (y) in respect of such exercise of Conversion Rights), all as determined in good faith by the Calculation Agent.

The Issuer will pay the Additional Alternative Settlement Cash Amount not later than the fifth New York City business day following the relevant Reference Date by transfer to a US dollar account in accordance with instructions contained in the relevant Conversion Notice.

(d) *Decision of the Calculation Agent or an Independent Adviser*

Adjustments to the Conversion Price shall be calculated and determined upon request from the Issuer by the Calculation Agent and/or, to the extent so specified in the Conditions, and upon request from the Issuer in good faith by an Independent Adviser. Adjustments to the Conversion Price calculated by the Calculation Agent or, where applicable, an Independent Adviser and any other determinations made by the Calculation Agent or, where applicable, an Independent Adviser, or an opinion of an Independent Adviser, pursuant to these Conditions shall in each case be made in good faith and shall be final and binding (in the absence of manifest error) on the Issuer, the Trustee, the Bondholders, the Paying, Transfer and Conversion Agents and (in the case of a determination by an Independent Adviser) the Calculation Agent. The Calculation Agent may consult, at the expense of the Issuer, on any matter (including, but not limited to, any legal matter), any legal or other professional adviser and it shall be able to rely upon, and it shall not be liable and shall incur no liability as against the Trustee, the Bondholders or the Paying, Transfer and Conversion Agents in respect of anything done, or omitted to be done, relating to that matter in good faith in accordance with that adviser’s opinion.

The Calculation Agent shall act solely upon the request from, and exclusively as agent of, the Issuer. Neither the Calculation Agent (acting in such capacity) nor any Independent Adviser appointed in connection with the Bonds (acting in such capacity) will thereby assume any obligations towards or relationship of agency or trust with, and shall not be liable and shall incur no liability in respect of anything done, or omitted to be done in good faith, in its capacity as Calculation Agent as against the Trustee, the Bondholders or the Paying, Transfer and Conversion Agents.

If any doubt shall arise as to whether an adjustment falls to be made to the Conversion Price or the Threshold Amount or as to the appropriate adjustment to the Conversion Price or the Threshold Amount, and following consultation between the Issuer and the Calculation Agent, a written opinion of an Independent Adviser in respect thereof shall be conclusive and binding on the Issuer, the Calculation Agent, the Trustee, the Bondholders and all other parties, save in the case of manifest error.

(e) *Share or Option Schemes, Dividend Reinvestment Plans*

No adjustment will be made to the Conversion Price where Ordinary Shares or other Securities (including, but not limited to, rights, warrants and options) are issued, offered, exercised, allotted, purchased, appropriated, modified or granted (i) to, or for the benefit of, employees or former employees (including directors holding or formerly holding executive or non-executive office or the

personal service company of any such person), consultants or former consultants, experts or former experts, or their spouses or relatives, in each case, of the Issuer or any of its Subsidiaries or any associated company or to a trustee or trustees to be held for the benefit of any such person, in any such case pursuant to any share or option scheme or (ii) pursuant to any dividend reinvestment plan or similar plan or scheme.

(f) *Rounding Down and Notice of Adjustment to the Conversion Price*

On any adjustment, the resultant Conversion Price, if not an integral multiple of US\$0.0001, shall be rounded down to the nearest whole multiple of US\$0.0001. No adjustment shall be made to the Conversion Price where such adjustment (rounded down if applicable) would be less than one per cent. of the Conversion Price then in effect. Any adjustment not required to be made and/or any amount by which the Conversion Price has been rounded down, shall be carried forward and taken into account in any subsequent adjustment, and such subsequent adjustment shall be made on the basis that the adjustment not required to be made had been made at the relevant time and/or, as the case may be, that the relevant rounding down had not been made.

Notice of any adjustments to the Conversion Price shall be given by the Issuer to Bondholders in accordance with Condition 17 and to the Trustee promptly after the determination thereof.

The Conversion Price shall not in any event be reduced so that, on conversion of the Bonds, Ordinary Shares would fall to be issued in circumstances not permitted by applicable laws or regulations or the articles of association of the Issuer, and the Issuer undertakes that it shall not take any action, and shall procure that no action is taken, that would otherwise result in an adjustment to the Conversion Price to below any minimum level permitted by applicable laws or regulations or its articles of association, or that would otherwise result in Ordinary Shares falling to be issued in circumstances not permitted by applicable laws or regulations or its articles of association.

(g) *Procedure for exercise of Conversion Rights*

Conversion Rights may be exercised by a Bondholder by delivering the relevant Bond to the specified office of any Paying, Transfer and Conversion Agent, during its usual business hours, accompanied by a duly completed and signed notice of conversion (a “**Conversion Notice**”) in the form (for the time being current) obtainable from any Paying, Transfer and Conversion Agent. Conversion Rights shall be exercised subject in each case to any applicable fiscal or other laws or regulations applicable in the jurisdiction in which the specified office of the Paying, Transfer and Conversion Agent to whom the relevant Conversion Notice is delivered is located. A Conversion Notice can be deemed received by a Paying, Transfer and Conversion Agent if sent by electronic means.

If the delivery of the relevant Bond and Conversion Notice as aforesaid is made after 5.00 p.m. (local time) or on a calendar day which is not a business day in the place of the specified office of the relevant Paying, Transfer and Conversion Agent, such delivery shall be deemed, for the purpose of these Conditions, to have been made on the next following business day in such place.

Any determination as to whether any Conversion Notice has been duly completed and properly delivered shall be made by the relevant Paying, Transfer and Conversion Agent and shall, save in the case of manifest error, be conclusive and binding on the Issuer, the Trustee, the Paying, Transfer and Conversion Agents and the relevant Bondholder.

Conversion Rights may only be exercised in respect of the whole of the principal amount of a Bond.

A Conversion Notice, once delivered, shall be irrevocable.

The conversion date in respect of a Bond (the “**Conversion Date**”) shall be the business day in Amsterdam immediately following the date of the delivery (or deemed delivery) of the relevant Bond and the Conversion Notice as provided in this Condition 6(g).

A Bondholder exercising Conversion Rights must pay directly to the relevant authorities any capital, stamp, issue, registration and transfer taxes and duties arising in connection with conversion (other than any capital, stamp, issue, registration and transfer taxes or duties or financial transaction taxes (excluding for the avoidance of doubt, income tax, capital gains tax or similar taxes on gains or profits levied on the relevant Bondholder) payable in the Netherlands or Italy or in any other jurisdiction in which the Issuer may be domiciled or resident or to whose taxing jurisdiction the Issuer is generally subject in respect of the allotment, issue or transfer and delivery of any Ordinary Shares on conversion and in addition, if the Issuer is required to make any withholding in respect of an exercise of Conversion Rights in respect of Netherlands dividend withholding tax, (subject to the exceptions set out in Condition 9) the Issuer shall be responsible for such tax and shall gross up, as appropriate (the “**Specified Taxes**”). The Specified Taxes shall be paid by the Issuer. If the Issuer shall fail to pay any taxes and capital, stamp, issue and registration and transfer taxes and duties payable for which it is responsible as provided above, the relevant holder shall be entitled to tender and pay the same and the Issuer as a separate and independent stipulation, covenants to reimburse and indemnify each Bondholder in respect of any payment thereof and any penalties payable in respect thereof.

Neither the Trustee nor any Paying, Transfer and Conversion Agent shall be responsible for monitoring or determining whether any such taxes or capital, stamp, issue, registration and transfer taxes and duties are payable or the amount thereof and it shall not be responsible or liable to any person for any failure by the Issuer to pay such taxes or capital, stamp, issue, registration and transfer taxes and duties.

Each Bondholder must also pay all, if any, taxes imposed on it and arising by reference to any disposal or deemed disposal of any Bonds or any interest therein on exercise of Conversion Rights.

Ordinary Shares to be delivered on exercise of Conversion Rights will be delivered by or on behalf of the Issuer in uncertificated form through Monte Titoli S.p.A., Euroclear Bank SA/NV (“**Euroclear**”) or Clearstream Banking S.A. (“**Clearstream, Luxembourg**”) as directed by the relevant Bondholder in the relevant Conversion Notice, unless, at the relevant time of issue, the Ordinary Shares are not a participating security in the relevant clearing system. Where Ordinary Shares are to be issued through Monte Titoli S.p.A., Euroclear or Clearstream, Luxembourg, they will be delivered to the account specified by the relevant Bondholder in the relevant Conversion Notice by not later than the date which is seven Amsterdam business days (or if such date is not a business day in (if the Ordinary Shares are to be issued through Monte Titoli S.p.A.) Milan or (if the Ordinary Shares are to be issued through Euroclear) Brussels or (if the Ordinary Shares are to be issued through Clearstream, Luxembourg) Luxembourg, the following business day in the relevant place) (i) following the last day of the Net Share Settlement Calculation Period or, (ii) in the case of Ordinary Shares to be delivered following an Alternative Settlement Election, following the Alternative Settlement Election Date or, (iii) in the case of any Additional Ordinary Shares, following the relevant Reference Date.

If the Ordinary Shares are not a participating security at the relevant time in the relevant clearing system specified by the relevant Bondholder in the relevant Conversion Notice, the Ordinary Shares to be delivered on exercise of Conversion Rights will be delivered in such a manner as may be in accordance with market practice, and as notified by the Issuer to Bondholders.

Notwithstanding any other provision of these Conditions, a Bondholder exercising a Conversion Right following a Change of Control Conversion Right Amendment (as described in Condition 11(a)(ii)(6)) will be deemed, for the purposes of these Conditions, to have received the Ordinary Shares arising on

conversion of its Bonds in the manner provided in these Conditions, and to have exchanged such Ordinary Shares for the consideration that it would have received therefor if it had exercised its Conversion Right in respect of such Bonds at the time of the occurrence of the relevant Change of Control.

(h) *Ordinary Shares and Fractions*

- (i) Ordinary Shares (including Additional Ordinary Shares) issued or transferred and delivered upon the exercise of Conversion Rights will be fully paid and will in all respects rank *pari passu* with the fully paid Ordinary Shares in issue on the relevant Conversion Date, and the relevant holder shall be entitled to all rights, distribution or payments the record date or other due date for the establishment of entitlement for which falls on or after the relevant Conversion Date, except in any such case for any right excluded by mandatory provisions of applicable law or as otherwise may be provided in these Conditions. Such Ordinary Shares or, as the case may be, Additional Ordinary Shares will not rank for (or, as the case may be, the relevant holder shall not be entitled to receive) any rights, distributions or payments where the record date or other due date for the establishment of entitlement for which falls prior to the relevant Conversion Date or, as the case may be, the relevant Reference Date.
- (ii) Fractions of Ordinary Shares will not be issued or transferred and delivered on exercise of Conversion Rights and no cash payment or other adjustment will be made in lieu thereof. If a Conversion Right in respect of more than one Bond is exercised at any one time such that Ordinary Shares to be issued and delivered in respect of such exercise are to be registered in the same name, the number of Ordinary Shares to be issued and delivered in respect thereof shall be calculated on the basis of the aggregate principal amount of such Bonds, and rounded down to the nearest whole number of Ordinary Shares.

(i) *Purchase or Redemption of Ordinary Shares*

The Issuer or any Subsidiary may exercise such rights as they may from time to time enjoy to purchase or redeem or buy back any shares of the Issuer (including Ordinary Shares) or any depositary or other receipts or certificates representing the same without the consent of the Bondholders.

(j) *No Duty to Monitor*

Neither the Trustee, the Calculation Agent nor any Paying, Transfer and Conversion Agent shall be under any duty to monitor whether any event or circumstance has happened or exists or may happen or exist and which requires or may require an adjustment to be made to the Conversion Price or the Threshold Amount and none of them will be responsible or liable to any person for any loss arising from any failure by it to do so, nor shall any of them be responsible or liable to any person for any determination of whether or not an adjustment to the Conversion Price or the Threshold Amount is required or should be made nor as to the determination or calculation of any such adjustment. Neither the Trustee, the Calculation Agent nor any Paying, Transfer and Conversion Agent shall be under any duty to monitor whether any event or circumstance has occurred or exists or may occur or exist which would entitle the Bondholders to exercise Conversion Rights pursuant to Condition 6(a).

(k) *Notice of Change of Control*

Within 14 calendar days following the occurrence of a Change of Control, the Issuer shall give notice thereof to the Trustee and to the Bondholders in accordance with Condition 17 (a “**Change of Control Notice**”). The Change of Control Notice shall contain a statement informing Bondholders of their entitlement to exercise their Conversion Rights as provided in these Conditions and their entitlement to exercise their rights to require redemption of their Bonds pursuant to Condition 7(e).

The Change of Control Notice shall also specify:

- (i) all information material to Bondholders concerning the Change of Control;
- (ii) the Conversion Price immediately prior to the occurrence of the Change of Control and the Change of Control Conversion Price applicable during the Change of Control Period on the basis of the Conversion Price in effect immediately prior to the occurrence of the Change of Control;
- (iii) the Closing Price of the Ordinary Shares as at the latest practicable date prior to the publication of the Change of Control Notice;
- (iv) the last calendar day of the Change of Control Period;
- (v) the Put Date; and
- (vi) such other information relating to the Change of Control as the Trustee may require.

Neither the Trustee nor any Paying, Transfer and Conversion Agent shall be required to take any steps to monitor or ascertain whether a Change of Control or any event which could lead to a Change of Control has occurred or may occur and will not be responsible or liable to Bondholders or any other person for any loss arising from any failure by it to do so.

(l) Notice of Delisting Event

Within 14 calendar days following the occurrence of a Delisting Event, the Issuer shall give notice thereof to the Trustee and to the Bondholders in accordance with Condition 17 (a “**Delisting Event Notice**”). The Delisting Event Notice shall contain a statement informing Bondholders of their entitlement to exercise their Conversion Rights as provided in these Conditions and their entitlement to exercise their rights to require redemption of their Bonds pursuant to Condition 7(e).

The Delisting Event Notice shall also specify:

- (i) all information material to Bondholders concerning the Delisting Event;
- (ii) the Conversion Price immediately prior to the occurrence of the Delisting Event;
- (iii) the Closing Price of the Ordinary Shares as at the latest practicable date prior to the publication of the Delisting Event Notice;
- (iv) the last calendar day of the Delisting Event Period;
- (v) the Put Date; and
- (vi) such other information relating to the Delisting Event as the Trustee may require.

Neither the Trustee nor any Paying, Transfer and Conversion Agent shall be required to take any steps to monitor or ascertain whether a Delisting Event or any event which could lead to a Delisting Event has occurred or may occur and will not be responsible or liable to Bondholders or any other person for any loss arising from any failure by it to do so.

(m) Consolidation, Amalgamation or Merger

Without prejudice to Condition 6(b)(x), in the case of any consolidation, amalgamation or merger of the Issuer with any other corporation (other than constituting a Change of Control or a consolidation, amalgamation or merger in which the Issuer is the continuing corporation) (a “**Successor in Business**”), the Issuer will forthwith give notice thereof to the Trustee and to the Bondholders in accordance with Condition 17 of such event and will take such steps as shall be required, subject to

applicable law and as provided in the Trust Deed (including the execution of a deed supplemental to or amending the Trust Deed):

- (i) to ensure that the Successor in Business is substituted in place of the Issuer as the principal debtor under the Bonds and the Trust Deed;
- (ii) to ensure that each Bond then outstanding will (during the period in which Conversion Rights may be exercised) be convertible into equity share capital (or similar) of the Successor in Business on such basis and with a Conversion Price (subject to adjustment as provided in these Conditions) as determined in good faith by an Independent Adviser (each a “**Conversion Right Transfer**”); and
- (iii) to ensure that the Trust Deed (as so amended or supplemented if applicable) and the Conditions provide at least the same or equivalent powers, protections, rights and benefits to the Trustee and the Bondholders following the implementation of such consolidation, amalgamation or merger as they provided to the Trustee and the Bondholders prior to the implementation of such consolidation, amalgamation or merger, *mutatis mutandis*.

The satisfaction of the requirements set out in sub-paragraphs (i), (ii) and (iii) of this Condition 6(m) by the Issuer is herein referred to as a “**Permitted Cessation of Business**”. Notwithstanding any other provision of these Conditions, a Permitted Cessation of Business shall not result in a breach of undertaking, constitute an Event of Default or otherwise result in any breach of any provision of these Conditions or the Trust Deed. Following the occurrence of a Permitted Cessation of Business, references in these Conditions, the Trust Deed and the Agency Agreement to the “Issuer” will be construed as references to the relevant Successor in Business.

At the request of the Issuer, but subject to the Issuer’s compliance with the provisions of sub-paragraphs (i), (ii) and (iii) of this Condition 6(m), the Trustee shall (at the expense of the Issuer), without the requirement for any consent or approval of the Bondholders, be obliged to concur with the Issuer in effecting any Conversion Right Transfer (including, *inter alia*, 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 Trust Deed or the Agency Agreement (including, for the avoidance of doubt, any supplemental trust deed or supplemental agency agreement) in any way.

If, following consultation with the Calculation Agent, any doubt shall arise as to how determinations, calculations or adjustments as specifically required to be performed by the Calculation Agent in these Conditions should be performed following any such consolidation, amalgamation or merger, a written opinion of an Independent Adviser in respect thereof shall be conclusive and binding on the Successor in Business, the Issuer, the Trustee, the Bondholders, the Calculation Agent and all other parties, save in the case of manifest error.

The above provisions of this Condition 6(m) will apply, *mutatis mutandis*, to any subsequent consolidations, amalgamations or mergers.

7 Redemption and Purchase

(a) Final Redemption

Unless previously purchased and cancelled, redeemed or converted as herein provided, the Bonds will be redeemed at their principal amount on the Final Maturity Date. The Bonds may only be redeemed at the option of the Issuer prior to the Final Maturity Date in accordance with Condition 7(b) or 7(c), and

may only be redeemed by Bondholders prior to the Final Maturity Date in accordance with Condition 7(e).

(b) *Redemption at the Option of the Issuer*

On giving not less than 30 nor more than 60 calendar days' notice (an "**Optional Redemption Notice**") to the Trustee and to the Bondholders in accordance with Condition 17, the Issuer may elect to redeem all but not some only of the Bonds on the date (the "**Optional Redemption Date**") specified in the Optional Redemption Notice at their principal amount:

- (i) at any time on or after 4 August 2024 (the "**Call Date**"), if the Parity Value (calculated by the Issuer (or the Calculation Agent on its behalf)) on each of at least 20 dealing days in any period of 30 consecutive dealing days ending not earlier than 5 dealing days prior to the giving of the relevant Optional Redemption Notice, shall have equalled or exceeded US\$260,000;
- (ii) at any time if, prior to the date the relevant Optional Redemption Notice is given, Conversion Rights shall have been exercised and/or purchases (and corresponding cancellations) and/or redemptions effected in respect of 85 per cent. or more in principal amount of the Bonds originally issued (which shall for this purpose include any Further Bonds).

(c) *Redemption for Taxation Reasons*

The Issuer may, at any time, having given not less than 30 nor more than 60 calendar days' notice (a "**Tax Redemption Notice**") to the Bondholders redeem (subject to the second following paragraph) all but not some only of the Bonds for the time being outstanding on the date (the "**Tax Redemption Date**") specified in the Tax Redemption Notice at their principal amount, if the Issuer satisfies the Trustee immediately prior to the giving of the Tax Redemption Notice that (i) the Issuer has or will become obliged to pay additional amounts pursuant to Condition 9 as a result of any change in, or amendment to, the laws or regulations of the Netherlands or any political subdivision or any authority thereof or therein having power to tax, or any change in the general application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after 28 July 2020, and (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it, provided that no Tax Redemption Notice shall be given earlier than 90 calendar 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 Bonds then due. Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Trustee (a) a certificate signed by two directors of the Issuer stating that the obligation referred to in (i) above has arisen and cannot be avoided by the Issuer taking reasonable measures available to it and (b) an opinion of independent legal or tax advisers of recognised international standing to the effect that such change or amendment has occurred and that the Issuer has or will be obliged to pay such additional amounts as a result thereof (irrespective of whether such amendment or change is then effective) and the Trustee shall be entitled to accept without any liability for so doing such certificate and opinion as sufficient evidence of the matters set out in (i) and (ii) above in which event such certificate shall be conclusive and binding on the Trustee and the Bondholders.

On the Tax Redemption Date the Issuer shall (subject to the next following paragraph) redeem the Bonds at their principal amount.

If the Issuer gives a Tax Redemption Notice, each Bondholder will have the right to elect that its Bond(s) shall not be redeemed pursuant to such Tax Redemption Notice and that the provisions of Condition 9 shall not apply in respect of any payment to be made on such Bonds by the Issuer which

falls due after the relevant Tax Redemption Date, whereupon no additional amounts shall be payable by the Issuer in respect thereof pursuant to Condition 9 and payment in respect of such Bonds shall be made subject to the deduction or withholding of any Netherlands taxation required to be withheld or deducted. To exercise such right, the holder of the relevant Bond must complete, sign and deposit at the specified office of any Paying, Transfer and Conversion Agent, together with the Bond in respect of which the relevant election has been made, a duly completed and signed notice of election, in the form for the time being current, obtainable from the specified office of any Paying, Transfer and Conversion Agent on or before the day falling 10 calendar days prior to the Tax Redemption Date. Any Bond so deposited shall be returned by the relevant Paying, Transfer and Conversion Agent to the relevant Bondholder on the Tax Redemption Date endorsed to reflect the election made by such Bondholder, provided that if the deposited Bond becomes immediately due and payable before that date, the Paying, Transfer and Conversion Agent concerned shall mail the Bond by uninsured post to, and at the risk of, the relevant holder.

References in this Condition 7(c) to the Netherlands shall be deemed also to refer to any jurisdiction in respect of which any undertaking or covenant equivalent to that in Condition 9 is given pursuant to the Trust Deed, (except that as regards such jurisdiction the words “becomes effective on or after 28 July 2020” at paragraph 7(c)(i) above shall be replaced with the words “becomes effective after, and has not been announced on or before, the date on which any undertaking or covenant equivalent to that in Condition 9 was given pursuant to the Trust Deed”) and references in this Condition 7(c) to additional amounts payable under Condition 9 shall be deemed also to refer to additional amounts payable under any such undertaking or covenant.

(d) *Optional Redemption and Tax Redemption Notices*

The Issuer shall not give an Optional Redemption Notice or a Tax Redemption Notice at any time during a Change of Control Period or an Offer Period or which specifies a date for redemption falling in a Change of Control Period or an Offer Period or the period of 21 calendar days following the end of a Change of Control Period or Offer Period (whether or not the relevant notice was given prior to or during such Change of Control Period or Offer Period), and any such notice shall be invalid and of no effect (whether or not given prior to the relevant Change of Control Period or Offer Period) and the relevant redemption shall not be made.

Any Optional Redemption Notice or Tax Redemption Notice shall be irrevocable. Any such notice shall specify (i) the Optional Redemption Date or, as the case may be, the Tax Redemption Date, which shall be a London business day; (ii) the Conversion Price, the aggregate principal amount of the Bonds outstanding and the Closing Price of the Ordinary Shares, in each case as at the latest practicable date prior to the publication of the Optional Redemption Notice or, as the case may be, the Tax Redemption Notice; and (iii) the last day on which Conversion Rights may be exercised by Bondholders.

“**Offer Period**” means (i) any period commencing on the date of first public announcement of an offer or tender (howsoever described) by any person or persons in respect of all or a majority of the issued and outstanding Ordinary Shares and ending on the date that offer or tender ceases to be open for acceptance or, if earlier, on which that offer lapses or terminates or is withdrawn or (ii) any period commencing on the date of first public announcement of a Scheme of Arrangement relating to the acquisition of all or a majority of the issued and outstanding Ordinary Shares and ending on the date such Scheme of Arrangement is or becomes effective or, is rejected at a meeting of Shareholders or, if earlier, the date such Scheme of Arrangement is cancelled or terminated.

(e) *Redemption at the Option of Bondholders Upon a Change of Control or Delisting Event*

Following the occurrence of a Change of Control or Delisting Event, the holder of each Bond will have the right to require the Issuer to redeem that Bond on the Put Date at its principal amount. To exercise such right, the holder of the relevant Bond must deliver such Bond to the specified office of any Paying, Transfer and Conversion Agent, together with a duly completed and signed notice of exercise in the form for the time being current obtainable from the specified office of any Paying, Transfer and Conversion Agent (a “**Put Exercise Notice**”), at any time during the Change of Control Period or, as the case may be, the Delisting Event Period. The “**Put Date**” shall be the fourteenth Amsterdam business day after the expiry of the Change of Control Period or, as the case may be, the Delisting Event Period.

Payment in respect of any such Bond shall be made by transfer to a US dollar account as specified by the relevant Bondholder in the relevant Put Exercise Notice.

A Put Exercise Notice, once delivered, shall be irrevocable and the Issuer shall redeem all Bonds the subject of Put Exercise Notices delivered as aforesaid on the Put Date.

(f) *Purchase*

Subject to the requirements (if any) of any stock exchange on which the Bonds may be admitted to listing and trading at the relevant time and subject to compliance with applicable laws and regulations, the Issuer or any Subsidiary may at any time purchase any Bonds in the open market or otherwise at any price. Such Bonds may be held, resold or reissued or, at the option of the Issuer, surrendered to the Principal Paying, Transfer and Conversion Agent for cancellation. The Bonds so purchased, while held by or on behalf of the Issuer or any Subsidiary, shall not entitle the holder to vote at any meetings of the Bondholders, or otherwise exercise any voting rights, and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings for the purposes of Condition 14.

(g) *Cancellation*

All Bonds which are redeemed or in respect of which Conversion Rights are exercised will be cancelled and may not be reissued or resold. Bonds purchased by the Issuer or any Subsidiary may be surrendered to the Principal Paying, Transfer and Conversion Agent for cancellation and, if so surrendered, shall be cancelled.

(h) *Multiple Notices*

If more than one notice of redemption is given pursuant to this Condition 7, the first of such notices to be given shall prevail.

8 Payments

(a) *Principal*

Payment of principal in respect of the Bonds will be made to the persons shown in the Register at the close of business on the Record Date.

(b) *Other amounts*

Payments of all amounts other than as provided in Condition 8(a) will be made as provided in these Conditions.

(c) *Record Date*

“**Record Date**” means the fifth business day, in the place of the specified office of the Registrar, before the due date for the relevant payment.

(d) *Payments*

Each payment in respect of the Bonds pursuant to Conditions 8(a) and (b) will be made by transfer to a US dollar account maintained by the payee.

(e) *Payments subject to fiscal laws*

All payments in respect of the Bonds are subject in all cases to any applicable fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to Condition 9.

(f) *Delay in payment*

Bondholders will not be entitled to any payment for any delay after the due date in receiving the amount due as a result of the due date not being a New York business day.

(g) *Paying, Transfer and Conversion Agents, etc.*

The Issuer reserves the right under the Agency Agreement at any time, with the prior written approval of the Trustee, to vary or terminate the appointment of any Paying, Transfer and Conversion Agent or Registrar and appoint additional or other Paying, Transfer and Conversion Agents or another Registrar, provided that the Issuer will (i) maintain a Principal Paying, Transfer and Conversion Agent, and (ii) maintain a Registrar with a specified office outside the United Kingdom. Notice of any change in the Paying, Transfer and Conversion Agents or the Registrar or their specified offices will promptly be given by the Issuer to the Bondholders in accordance with Condition 17. The Issuer reserves the right, subject to the prior written approval of the Trustee, under the Calculation Agency Agreement at any time to vary or terminate the appointment of the Calculation Agent and appoint another Calculation Agent, provided that it will maintain a Calculation Agent which shall be a financial institution of international repute or a financial adviser with appropriate expertise. Notice of any change in the Calculation Agent will promptly be given by the Issuer to the Bondholders in accordance with Condition 17 and to the Trustee and the Paying, Transfer and Conversion Agents.

(h) *No charges*

Neither the Registrar nor the Paying, Transfer and Conversion Agents shall make or impose on a Bondholder any charge or commission in relation to any payment, exchange, transfer or conversion in respect of the Bonds.

(i) *Fractions*

When making payments to Bondholders, if the relevant payment is not of an amount which is a whole multiple of the smallest unit of the relevant currency in which such payment is to be made, such payment will be rounded down to the nearest unit.

*The Bonds upon issue will be represented by a global Bond (the “**Global Bond**”) registered in the name of, and held by a nominee on behalf of, a common depositary for Euroclear and/or Clearstream, Luxembourg. All payments in respect of Bonds represented by the Global Bond will be made to, or to the order of, the person whose name is entered in the Register at the close of business on the Clearing System Business Day immediately prior to the date of payment, where “**Clearing System Business Day**” means Monday to Friday inclusive except 25 December and 1 January.*

9 **Taxation**

All payments made by or on behalf of the Issuer in respect of the Bonds will be made free and clear of, and without deduction or withholding for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within the Netherlands or any political subdivision or any authority thereof or therein having power to tax, unless deduction or withholding is

required to be made by law. In the event that any such withholding or deduction is required to be made, the Issuer will pay such additional amounts as will result in the receipt by the Bondholders of the amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amount shall be payable in respect of any Bond:

- (i) to a holder (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 Bond by reason of it having some connection with the Netherlands otherwise than the mere holding of the Bond or by the receipt of amounts in respect of the Bond;
- (ii) where such withholding or deduction is required to be made pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), any current or future regulations, official guidance or interpretations thereof, any agreements entered into pursuant to Section 1471(b) of the Code and any intergovernmental agreements (or related legislation or official administrative rules or practices) implementing any of the foregoing; or
- (iii) (with effect from 1 January 2021 only) where such withholding or deduction is required pursuant to the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*) (the "**Act**") by reason of the Bondholder being related (*gelieerd*) to the Issuer within the meaning of the Act.

For the purposes of the Dutch Withholding Tax Act 2021 (Wet bronbelasting 2021), a Bondholder is considered "related" as referred to in Condition 9(iii) if (i) it has a Qualifying Interest (as defined below) in the Issuer, (ii) the Issuer has a Qualifying Interest in the Bondholder, or (iii) a third party has a Qualifying Interest in both the Issuer and the Bondholder. A Bondholder will have a "Qualifying Interest" in the Issuer if such Bondholder has a direct or indirect interest – either by the Bondholder individually or jointly if the Bondholder is part of a collaborating group (samenwerkende groep) – that enables the Bondholder or the collaborating group to exercise such a decisive influence on the Issuer's decisions that it can determine the Issuer's activities.

References in these Conditions to principal and/or any other amounts payable in respect of the Bonds shall be deemed also to refer to any additional amounts which may be payable under this Condition or any undertaking or covenant given in addition thereto or in substitution therefor pursuant to the Trust Deed.

In accordance with Condition 7(c) the provisions of this Condition 9 shall not apply in respect of any payments to be made on any Bonds which fall due after a relevant Tax Redemption Date in respect of such Bonds pursuant to Condition 7(c).

10 Events of Default

If any of the following events occurs and is continuing the Trustee at its discretion may, and if so requested in writing by holders of at least one-quarter in principal amount of the Bonds 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 Bonds are, and they shall immediately become, due and payable at their principal amount:

- (a) **Non-Payment:** the Issuer fails to pay when due the principal of any of the Bonds or any other sum due from it under the Bonds (including any Alternative Settlement Cash Amount or Additional Alternative Settlement Cash Amount) or to issue and deliver Ordinary Shares as provided in these Conditions following any exercise of Conversion Rights and such failure continues for a period of seven calendar days; or
- (b) **Breach of Other Obligations:** the Issuer does not perform or comply with any one or more of its other obligations under the Bonds or the Trust Deed and, except where such default is, in the opinion of the

Trustee, incapable of remedy, such default continues for 30 calendar days after notice thereof shall have been given to the Issuer by the Trustee; or

- (c) **Cross-Acceleration:** (i) any other present or future indebtedness for borrowed money of the Issuer or any Material Subsidiary becomes due and payable prior to its stated maturity by reason of any 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 Material Subsidiary fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any indebtedness for borrowed money, provided that (1) the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in this Condition 10(c) have occurred equals or exceeds US\$50,000,000 (or its equivalent in any other currency), (2) “**indebtedness for borrowed money**” for the purposes of this Condition 10(c) shall mean any present or future indebtedness (whether being principal, premium, interest or other amounts) for (a) money borrowed, (b) liabilities under or in respect of any acceptance or acceptance credit or (c) any notes, bonds, debentures, debenture stock, loan stock or other debt securities offered, issued or distributed by way of public offer, private placing, acquisition consideration or otherwise and whether issued for cash or in whole or in part for a consideration other than cash and (3) any payment, repayment or prepayment of any loan facilities entered into with the European Investment Bank (the “**EIB**”) (the “**EIB Facilities**”) as a result of a Loss-of-Rating-Event (as defined in the relevant EIB Facilities) pursuant to, and in accordance with, the relevant provisions of the EIB Facilities governing such Loss-of-Rating-Event Event shall not constitute an Event of Default pursuant to this Condition 10(c); or
- (d) **Enforcement Proceedings:** a distress, attachment, execution or other legal process is levied, enforced or sued out on or against any material part (in the opinion of the Trustee) of the property, assets or revenues of the Issuer or any Material Subsidiary and is not discharged or stayed within 45 days; or
- (e) **Security Enforced:** any mortgage, charge, pledge, lien or other encumbrance, present or future, created or assumed by the Issuer or any Material Subsidiary over all or (in the opinion of the Trustee) any material part of the assets of the Issuer or any Material Subsidiary 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 in relation to all or (in the opinion of the Trustee) any material part of the assets of the Issuer or any Material Subsidiary) and is not discharged or stayed within 45 days; or
- (f) **Insolvency:** the Issuer or any Material Subsidiary is (or is deemed by law or a court to be) insolvent or bankrupt or unable to pay all or, in the opinion of the Trustee, a material part of its debts, or stops, suspends or threatens to stop or suspend payment of all or (in the opinion of the Trustee) a material part of its debts, proposes or makes any agreement for the deferral, rescheduling or other readjustment of all or a material part of its debts, proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors 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 a material part of the debts of the Issuer or any Material Subsidiary; 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 Material Subsidiary, or the Issuer or any Material Subsidiary ceases or threatens to cease to carry on all or substantially all of its business or operations, except: (A) for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation (i) on terms approved in writing by the Trustee or by an Extraordinary Resolution, or (ii) in the case of a Material Subsidiary, whereby the undertaking and assets of the Material Subsidiary are transferred to or otherwise vested in the Issuer or another of its

Subsidiaries; or (B) in the case of Material Subsidiaries only, for the purpose of a *bona fide* disposal for full value on an arm's length basis of all or substantially all of the business or operations (including the disposal of shares in a Material Subsidiary) of a Material Subsidiary; or (C) for the purpose of a Permitted Cessation of Business; or

- (h) **Analogous Events:** any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in any of the foregoing paragraphs,

provided that in the case of any event as is specified in any of paragraphs (b) or (in relation to a Material Subsidiary only) (d), (e), (f), (g) and (h) (where such events are analogous to paragraphs (d), (e), (f) and (g)), the Trustee shall have certified that in its opinion such event is materially prejudicial to the interests of the Bondholders (such certification with respect to an Event of Default is referred to herein as "**Trustee Certification**").

A certificate addressed to the Trustee signed by two directors of the Issuer stating that a Subsidiary is or is not a Material Subsidiary upon which the Trustee can rely without further enquiry and without liability to any person, shall, in the absence of manifest error, be conclusive and binding on all parties.

11 Undertakings

(a) *Undertakings of the Issuer*

Whilst any Conversion Right remains exercisable, the Issuer will, save with the approval of an Extraordinary Resolution or with the prior written approval of the Trustee where, in its opinion, it is not materially prejudicial to the interests of the Bondholders to give such approval:

- (i) not issue or pay up any Securities, in either case by way of capitalisation of profits or reserves, other than:
- (1) pursuant to a Scheme of Arrangement involving a reduction and cancellation of Ordinary Shares and the issue to Shareholders of an equal number of Ordinary Shares by way of capitalisation of profits or reserves; or
 - (2) pursuant to a Newco Scheme; or
 - (3) by the issue of fully paid Ordinary Shares or other Securities to Shareholders and other holders of shares in the capital of the Issuer which by their terms entitle the holders thereof to receive Ordinary Shares or other shares or Securities on a capitalisation of profits or reserves; or
 - (4) by the issue of Ordinary Shares paid up in full (in accordance with applicable law) and issued wholly, ignoring fractional entitlements, in lieu of the whole or part of a Dividend in cash; or
 - (5) by the issue of fully paid equity share capital (other than Ordinary Shares) to the holders of equity share capital of the same class and other holders of shares in the capital of the Issuer which by their terms entitle the holders thereof to receive equity share capital (other than Ordinary Shares); or
 - (6) by the issue of Ordinary Shares or any equity share capital to, or for the benefit of, any employee or former employee, director or executive holding or formerly holding executive office or any consultant or former consultant of or expert or former expert of the Issuer or any of its Subsidiaries or any associated company or to trustees or nominees to be held for the benefit of any such person, in any such case pursuant to an

employee, director or executive share or option scheme whether for all employees, directors, or executives or any one or more of them,

unless, in any such case, the same constitutes a Dividend or otherwise gives (or, in the case of an issue or payment up of Securities in connection with a Change of Control, will give) rise (or would, but for the provisions of these Conditions relating to roundings, minimum adjustments or the carry forward of adjustments, give rise) to an adjustment to the Conversion Price or is (or, in the case of any issue or payment up of Securities in connection with a Change of Control, will be) otherwise taken into account for the purposes of determining whether such an adjustment should be made;

- (ii) not modify the rights attaching to the Ordinary Shares with respect to voting, dividends or liquidation nor issue any other class of equity share capital carrying any rights which are more favourable than the rights attaching to the Ordinary Shares but so that nothing in this Condition 11(a)(ii) shall prevent:
- (1) the issue of any equity share capital to employees (including directors holding or formerly holding executive or non-executive office or the personal service company of any such person) whether of the Issuer or any of the Subsidiaries or associated companies by virtue of their office or employment or any consultant or former consultant of or expert or former expert of the Issuer or any of the Subsidiaries or associated companies pursuant to any scheme or plan approved by the Issuer or which is established pursuant to such a scheme or plan which is or has been so approved; or
 - (2) any consolidation, reclassification, redesignation or subdivision of the Ordinary Shares or the conversion of an Ordinary Share into stock or *vice versa*; or
 - (3) any modification of such rights which is not, in the opinion of an Independent Adviser acting in good faith, materially prejudicial to the interests of the holders of the Bonds upon which opinion the Trustee shall be entitled to rely absolutely without liability to any person; or
 - (4) any issue of equity share capital where the issue of such equity share capital results, or would, but for the provisions of these Conditions relating to roundings and minimum adjustments or the carry forward of adjustments or, where comprising Ordinary Shares, the fact that the consideration per Ordinary Share receivable therefor is at least 95 per cent. of the Current Market Price per Ordinary Share, otherwise result, in an adjustment to the Conversion Price; or
 - (5) any issue of equity share capital or modification of rights attaching to the Ordinary Shares, where prior thereto the Issuer shall have instructed an Independent Adviser to determine in good faith what (if any) adjustments should be made to the Conversion Price as being fair and reasonable to take account thereof and such Independent Adviser shall have determined in good faith either that no adjustment is required or that an adjustment resulting in a decrease in the Conversion Price is required and, if so, the new Conversion Price as a result thereof and the basis upon which such adjustment is to be made and, in any such case, the date on which the adjustment shall take effect (and so that the adjustment shall be made and shall take effect accordingly); or
 - (6) the amendment of the by-laws of the Issuer following a Change of Control to ensure that any Bondholder exercising its Conversion Right where the Conversion Date falls on or after the occurrence of a Change of Control will receive the same consideration in respect of any Ordinary Shares required to be issued or transferred and delivered to

it on exercise of Conversion Rights as it would have received in respect of such Ordinary Shares had it exercised its Conversion Right at the time of the occurrence of the Change of Control and had such Ordinary Shares been entitled to participate in the relevant Scheme of Arrangement or tendered in the relevant offer (a “**Change of Control Conversion Right Amendment**”);

- (iii) except as part of any employee, director or executive (including, for this purpose, consultants or experts) share or option or incentive scheme, procure that no Securities (whether issued by the Issuer or any Subsidiary or procured by the Issuer or any Subsidiary to be issued or issued by any other person pursuant to any arrangement with the Issuer or any Subsidiary) issued without rights to convert into, or exchange or subscribe for, Ordinary Shares shall subsequently be granted such rights exercisable at a consideration per Ordinary Share which is less than 95 per cent. of the Current Market Price per Ordinary Share at the close of business on the last dealing day preceding the date of the first public announcement of the proposed inclusion of such rights unless the same gives rise (or would, but for the provisions of these Conditions relating to roundings and minimum adjustments or the carry forward of adjustments, give rise) to an adjustment to the Conversion Price and that at no time shall there be in issue Ordinary Shares of differing nominal values, save where such Ordinary Shares have the same economic rights;
- (iv) not make any issue, grant or distribution or take or omit to take any other action if the effect thereof would be that, following the exercise of Conversion Rights, Ordinary Shares could not, under any applicable law then in effect, be legally issued as fully paid pursuant to these Conditions;
- (v) not reduce its issued share capital, share premium account, or any uncalled liability in respect thereof, or any non-distributable reserves, except:
 - (1) pursuant to the terms of issue of the relevant share capital; or
 - (2) by means of a purchase or redemption of share capital of the Issuer, in each case, to the extent permitted by applicable law; or
 - (3) where the reduction does not involve any distribution of assets to Shareholders; or
 - (4) solely in relation to a change in the currency in which the nominal value of the Ordinary Shares is expressed; or
 - (5) to create distributable reserves (to which, in respect of any such creation of distributable reserves by the Issuer in respect of which consent is required, the Trustee will be deemed to have irrevocably given its consent (without being required to take any action or any liability in respect thereof) prior to such creation of distributable reserves occurring and, to the extent that express consent is required, the Bondholders authorise and direct the Trustee to give its consent (without any liability for so doing) to such creation of distributable reserves); or
 - (6) as provided in paragraph (a)(i)(1) of this Condition 11; or
 - (7) pursuant to a Newco Scheme; or
 - (8) by way of transfer to reserves as permitted under applicable law; or
 - (9) where the reduction is permitted by applicable law and the Trustee is advised in writing by an Independent Adviser (and the Trustee shall be entitled to rely on such

advice without liability to any person), acting as an expert and in good faith, that the interests of the Bondholders will not be materially prejudiced by such reduction; or

- (10) where the reduction is permitted by applicable law and results (or, in the case of a reduction in connection with a Change of Control, will result) in (or would, but for the provisions of these Conditions relating to roundings or the carry forward of adjustments, result in) an adjustment to the Conversion Price or is (or, in the case of a reduction in connection with a Change of Control, will be) otherwise taken into account for the purposes of determining whether such an adjustment should be made,

provided that, without prejudice to the other provisions of these Conditions, the Issuer may exercise such rights as it may from time to time be entitled pursuant to applicable law to purchase, redeem or buy back its Ordinary Shares and any depositary or other receipts or certificates representing Ordinary Shares without the consent of Bondholders;

- (vi) if any offer is made to all (or as nearly as may be practicable all) Shareholders (or all (or as nearly as may be practicable all) Shareholders other than the offeror and/or any associates of the offeror) to acquire the whole or any part of the issued Ordinary Shares, or if any person proposes a scheme with regard to such acquisition (other than a Newco Scheme), give notice in writing of such offer or scheme to the Trustee and the Bondholders at the same time as any notice thereof is sent to the Shareholders (or as soon as practicable thereafter) that details concerning such offer or scheme may be obtained from the specified offices of the Paying, Transfer and Conversion Agents and, where such an offer or scheme has been recommended by the board of directors of the Issuer, or where such an offer has become or been declared unconditional in all respects or such scheme has become effective, use all reasonable endeavours to procure that a like offer or scheme is extended to the holders of any Ordinary Shares issued during the period of the offer or scheme arising out of the exercise of Conversion Rights pursuant to these Conditions and/or to the holders of the Bonds (which like offer or scheme in respect of such Bondholders shall entitle any such Bondholders to receive the same type and amount of consideration it would have received had it held the number of Ordinary Shares to which such Bondholder would be entitled assuming it were to exercise its Conversion Rights in the relevant Change of Control Period);
- (vii) in the event of a Newco Scheme, take (or shall procure that there is taken) all necessary action to ensure that (to the satisfaction of the Trustee) immediately after completion of the Scheme of Arrangement:
- (1) at its option, either (a) Newco is substituted under the Bonds and the Trust Deed as principal obligor in place of the Issuer (with the Issuer providing an unconditional and irrevocable guarantee to the satisfaction of the Trustee in respect of the obligation of Newco under the Bonds and the Trust Deed) subject to and as provided in the Trust Deed; or (b) Newco provides an unconditional and irrevocable guarantee to the satisfaction of the Trustee in respect of the obligations of the Issuer under the Bonds and the Trust Deed;
 - (2) such amendments are made to these Conditions and the Trust Deed as are necessary, in the opinion of the Trustee, to ensure that the Bonds may be converted into or exchanged for cash and/or ordinary shares or units or the equivalent in Newco (or depositary or other receipts or certificates representing ordinary shares or units or the equivalent in Newco) *mutatis mutandis* in accordance with and subject to these Conditions (and the Trustee shall (at the expense of the Issuer) be obliged to concur in

effecting such substitution or grant of such guarantee and in either case making any such amendments, 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, responsibilities or duties upon it or expose it to further liabilities or reduce its protections), and the Trust Deed and the Conditions provide at least the same powers, protections, rights and benefits to the Trustee and the Bondholders following the implementation of such Newco Scheme as they provided to the Trustee and the Bondholders prior to the implementation of the Newco Scheme, *mutatis mutandis*; and

- (3) the ordinary shares or units or equivalent of Newco (or depositary or other receipts or certificates representing ordinary shares or units or equivalents of Newco) are (A) admitted to listing and trading on the Italian Stock Exchange or (B) admitted to listing on another regulated, regularly operating, recognised stock exchange or securities market.
- (viii) use all reasonable endeavours to ensure that the Ordinary Shares issued on exercise of Conversion Rights pursuant to these Conditions will, as soon as is practicable, be admitted to listing and to trading on the Relevant Stock Exchange and will be listed, quoted or dealt in, as soon as is practicable, on any other stock exchange or securities market on which the Ordinary Shares may then be listed or quoted or dealt in (but so that this undertaking shall not be considered as being breached as a result of a Change of Control (whether or not recommended or approved by the board of directors of the Issuer) that causes or gives rise to, whether following the operation of any applicable compulsory acquisition provision or otherwise, including at the request of the person or persons controlling the Issuer as a result of the Change of Control, a de-listing of the Ordinary Shares);
- (ix) not take any action, and procure that no action is taken, that would otherwise result in an adjustment to the Conversion Price to below any nominal or minimum level permitted by applicable laws or regulations or that would otherwise result in Ordinary Shares being required to be issued or transferred and delivered in circumstances not permitted by applicable laws or regulations;
- (x) propose at its 2021 annual general meeting and each subsequent annual general meeting thereafter until obtained, the required resolution(s) to grant the Issuer sufficient authority to issue and/or grant rights to subscribe for Ordinary Shares free from the shareholders' preemptive rights, to enable it to issue and deliver the Ordinary Shares that it will require to be issued and delivered to Bondholders on exercise of Conversion Rights in respect of all outstanding Bonds from time to time; and
- (xi) make or cause to be made an application for the Bonds to be admitted to trading on the Open Market (*Freiverkehr*) segment of the Frankfurt Stock Exchange or any other internationally recognised, regularly operating, regulated or non-regulated stock exchange (the "**Admission**") within 90 days following the Closing Date and to use its reasonable endeavours to maintain such Admission for so long as any of the Bonds remain outstanding.

(b) *Certification in respect of Events of Default*

The Issuer has undertaken in the Trust Deed to deliver to the Trustee annually and otherwise on request of the Trustee a certificate signed by two directors of the Issuer as to there not having occurred an Event of Default or Potential Event of Default (as defined in the Trust Deed) since the date of the last such certificate or, if such event has occurred, as to the details of such event. The Trustee will be entitled to rely without liability to any person on such certificate and shall not be obliged to

independently monitor compliance by the Issuer with the undertakings set forth in this Condition 11, nor be liable to any person for not so doing.

12 Prescription

Claims against the Issuer for payment in respect of the Bonds shall be prescribed and become void unless made within 10 years from the appropriate Relevant Date in respect of such payment.

Claims in respect of any other obligation in respect of the Bonds, including delivery of Ordinary Shares, shall be prescribed and become void unless made within 10 years following the due date for performance of the relevant obligations.

13 Replacement of Bonds

If any Bond is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of any Paying, Transfer and Conversion Agent subject to all applicable laws and stock exchange requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence and indemnity as the Issuer may require. Mutilated or defaced Bonds must be surrendered before replacements will be issued.

14 Meetings of Bondholders, Modification and Waiver, Substitution

(a) Meetings of Bondholders

The Trust Deed contains provisions for convening meetings of Bondholders to consider matters affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of these Conditions or any provisions of the Trust Deed. Such a meeting may be convened by the Issuer or the Trustee and shall be convened by the Trustee subject to it being indemnified and/or secured and/or prefunded to its satisfaction, if requested in writing by Bondholders holding not less than one-tenth in principal amount of the Bonds for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution will be one or more persons holding or representing a clear majority in principal amount of the Bonds for the time being outstanding, or at any adjourned meeting one or more persons being or representing Bondholders whatever the principal amount of the Bonds so held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*, (i) to change the Final Maturity Date or the Call Date (other than deferring the Call Date), (ii) to modify the circumstances in which the Issuer or Bondholders are entitled to redeem the Bonds pursuant to Condition 7(b), (c) or (e), (iii) to reduce or cancel the principal amount of the Bonds or to reduce the amount payable on redemption of the Bonds, (iv) to modify the provisions relating to, or cancel, the Conversion Rights or the rights of Bondholders to receive Ordinary Shares and/or the Cash Conversion Amount and/or the Alternative Settlement Cash Amount on the exercise of Conversion Rights pursuant to these Conditions, (other than pursuant to or as a result of any amendments to these Conditions and the Trust Deed made pursuant to and in accordance with the provisions of Condition 11(a)(vii) following (or as part of) a Newco Scheme (“**Newco Scheme Modification**”) and other than a reduction to the Conversion Price or an increase in the number of Ordinary Shares and/or Cash Conversion Amount and/or the Alternative Settlement Cash Amount to be issued or paid to Bondholders on exercise of Conversion Rights), (v) to increase the Conversion Price (other than in accordance with these Conditions or pursuant to a Newco Scheme Modification) or to reduce the number of Ordinary Shares to be issued, or reduce the Cash Conversion Amount and/or the Alternative Settlement Cash Amount payable, to Bondholders on exercise of Conversion Rights, (vi) to change the currency of the Bonds or any payment in respect of the Bonds, (vii) to change the governing law of the Bonds, the Trust Deed, the Agency Agreement or the

Calculation Agency Agreement (other than in the case of a substitution of the Issuer (or any previous substitute or substitutes) under Condition 14(c)), or (viii) to modify this provision and/or the provisions concerning the quorum required at any meeting of Bondholders or the majority required to pass an Extraordinary Resolution, in which case the necessary quorum will be one or more persons holding or representing not less than three-fourths, or at any adjourned meeting not less than one third, in principal amount of the Bonds for the time being outstanding. Any Extraordinary Resolution duly passed by the Bondholders shall be binding on all of the Bondholders (whether or not they were present at any meeting at which such resolution was passed and whether or not they voted on such resolution).

The Trust Deed provides that (i) a resolution passed at a meeting duly convened and held by or on behalf of the holder(s) of not less than three-fourths of the persons eligible to vote at such meeting, (ii) a resolution in writing signed by or on behalf of the holders of not less than three-fourths in principal amount of the Bonds for the time being outstanding (which may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Bondholders) or (iii) consents given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Trustee) by or on behalf of the holder(s) of not less than three-fourths in principal amount of the Bonds for the time being outstanding, (each of (i), (ii) and (iii) being a “**Written Resolution**”) shall, in each case, be effective as an Extraordinary Resolution passed at a meeting of Bondholders duly convened and held. A Written Resolution will be binding on all Bondholders whether or not they participate in such Written Resolution.

No consent or approval of Bondholders shall be required in connection with any Newco Scheme Modification.

(b) *Modification and Waiver*

The Trustee may agree, without the consent of the Bondholders, to (i) any modification of any of the provisions of the Trust Deed, any trust deed supplemental to the Trust Deed, the Agency Agreement, any agreement supplemental to the Agency Agreement, the Bonds or these Conditions which in the Trustee’s opinion is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of law, and (ii) any other modification to the Trust Deed, any trust deed supplemental to the Trust Deed, the Agency Agreement, any agreement supplemental to the Agency Agreement, the Bonds or these Conditions (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, any trust deed supplemental to the Trust Deed, the Agency Agreement, any agreement supplemental to the Agency Agreement, the Bonds or these Conditions which is, in the opinion of the Trustee, not materially prejudicial to the interests of the Bondholders. The Trustee may, without the consent of the Bondholders, determine that any Event of Default or Potential Event of Default (as defined in the Trust Deed) should not be treated as such, provided that in the opinion of the Trustee, the interests of Bondholders are not materially prejudiced thereby. Any such modification, authorisation, waiver or determination shall be binding on the Bondholders and shall be notified to the Bondholders promptly in accordance with Condition 17.

(c) *Substitution*

The Trustee shall, without the consent of the Bondholders, agree to any substitution as provided in, and for the purposes of, Condition 11(a)(vii) following (or as part of) a Newco Scheme.

The Trustee shall (subject as provided in Condition 6(m)), without the consent of the Bondholders, agree any substitution as provided in, and for the purposes of, Condition 6(m) in connection with a consolidation, amalgamation or merger pursuant to Condition 6(m).

In addition, the Trust Deed contains provisions permitting the Trustee to agree, without the consent of the Bondholders, to the substitution in place of the Issuer (or any previous substitute or substitutes under this Condition) as the principal debtor under the Bonds and the Trust Deed of any Subsidiary subject to (a) the obligations of such entity under the Bonds and the Trust Deed being unconditionally and irrevocably guaranteed by the Issuer to the satisfaction of the Trustee, and (b) the Bonds continuing to be convertible *mutatis mutandis* as provided in these Conditions, into Ordinary Shares *mutatis mutandis* as provided in these Conditions, with such amendments as the Trustee shall consider appropriate provided that, in any such case, (x) the Trustee being satisfied that the interests of the Bondholders will not be materially prejudiced by the substitution, and (y) certain other conditions set out in the Trust Deed being complied with.

In the case of such a substitution the Trustee may agree, without the consent of the Bondholders, to a change of the law governing the Bonds 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 Bondholders.

Any such substitution shall be binding on the Bondholders and shall be notified to the Bondholders promptly in accordance with Condition 17.

(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 Bondholders as a class but shall not have regard to any interests arising from circumstances particular to individual Bondholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of the exercise of its trusts, powers or discretions for individual Bondholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory, and the Trustee shall not be entitled to require, nor shall any Bondholder be entitled to claim, from the Issuer or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Bondholders, except to the extent already provided for in these Conditions or the Trust Deed.

15 Enforcement

The Trustee may at any time, at its discretion and without notice, take such proceedings, actions or steps against the Issuer as it may think fit to enforce the provisions of the Trust Deed and the Bonds, but it shall not be bound to take any such proceedings or any other action or step in relation to the Trust Deed or the Bonds unless (i) it shall have been so directed by an Extraordinary Resolution or so requested in writing by the holders of at least one-quarter in principal amount of the Bonds then outstanding, and (ii) it shall have been indemnified and/or secured and/or prefunded to its satisfaction. No Bondholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed, fails so to do within a reasonable period and the failure shall be continuing.

16 The Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility and liability, including:

- (i) provisions relieving it from taking actions, steps or proceedings unless indemnified and/or secured and/or prefunded to its satisfaction; and
- (ii) provisions limiting or excluding its liability in certain circumstances. 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 Trust Deed provides that, when determining whether an indemnity or any security or

pre-funding is satisfactory to it, the Trustee shall be entitled (i) to evaluate its risk in any given circumstance by considering the worst-case scenario and (ii) to require that any indemnity or security or pre-funding given to it by the Bondholders or any of them be given on a joint and several basis and be supported by evidence satisfactory to it as to the financial standing and creditworthiness of each counterparty and/or as to the value of the security and an opinion as to the capacity, power and authority of each counterparty and/or the validity and effectiveness of the security.

The Trustee may act and/or rely without liability to Bondholders or any other person on a report, confirmation or certificate or opinion or any advice of any accountants, legal advisers, financial advisers, financial institution, an Independent Adviser or 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 any other person or in any other manner) by reference to a monetary cap, methodology or otherwise. The Trustee may accept and shall be entitled to act and/or rely on any such report, opinion, confirmation, certificate or advice and such report, opinion, confirmation, certificate or advice shall be binding on the Issuer, the Trustee and the Bondholders.

17 Notices

All notices required to be given to Bondholders pursuant to these Conditions will (unless otherwise provided in these Conditions) be given by publication through the electronic communication system of Bloomberg. The Issuer shall also ensure that all notices are duly 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 Bonds are for the time being listed and/or admitted to trading. Any such notice shall be deemed to have been given on the date of such notice or, if such notice is required to be published more than once or on different dates pursuant to this Condition 17, then such notice shall be deemed to have been given on the first date on which publication is made. If publication as provided above is not practicable, notice will be given by publication in a newspaper of general circulation in London (which is expected to be the Financial Times).

The Issuer shall send a copy of all notices given by it to Bondholders pursuant to these Conditions simultaneously to the Calculation Agent.

All notices required to be given to the Calculation Agent pursuant to these Conditions will be sent by electronic communication to calculation.agent@conv-ex.com.

All notices required to be given to the Issuer shall be provided to corporate.treasury@st.com.

For so long as the Bonds are represented by a Global Bond registered in the name of, and held by a nominee on behalf of, a common depositary for Euroclear or Clearstream, Luxembourg, notices required to be given to Bondholders pursuant to these Conditions shall in addition be given by the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg, as the case may be. Any such notice shall be deemed to have been given on the day on which such notice is delivered to Euroclear and/or Clearstream, Luxembourg.

18 Further Issues

The Issuer may from time to time without the consent of the Bondholders create and issue further notes, bonds or debentures, whether in registered or bearer form, either having the same terms and conditions in all respects as the outstanding notes, bonds or debentures of any series (including the Bonds) or in all respects except for the first date on which conversion rights may be exercised and so that such further issue shall be consolidated and form a single series with the outstanding notes, bonds or debentures of any series (including the Bonds) (in either case, referred to herein as the “**Further Bonds**”) or upon such terms as to interest, conversion, premium, redemption and otherwise as the Issuer may determine at the time of their issue. Any

further notes, bonds or debentures forming a single series with the outstanding notes, bonds or debentures of any series (including the Bonds) constituted by the Trust Deed or any deed supplemental to it shall, and any other notes, bonds or debentures may, with the consent of the Trustee, be constituted by a deed supplemental to the Trust Deed. The Trust Deed contains provisions for convening a single meeting of the Bondholders and the holders of notes, bonds or debentures of other series in certain circumstances where the Trustee so decides.

19 Contracts (Rights of Third Parties) Act 1999

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

20 Governing Law and Jurisdiction

(a) Governing Law

The Trust Deed, the Agency Agreement, the Calculation Agency Agreement and the Bonds 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 which may arise out of or in connection with the Trust Deed or the Bonds (and any non-contractual obligations arising out of or in connection with them) and accordingly any legal action or proceedings arising out of or in connection with the Trust Deed or the Bonds (“**Proceedings**”) may be brought in such courts. The Issuer has in the Trust Deed irrevocably submitted to the jurisdiction of such courts and have waived any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is made for the benefit of the Trustee and each of the Bondholders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

(c) Agent for Service of Process

The Issuer has irrevocably appointed STMicroelectronics Ltd at Atlas House, Third Avenue, Globe Park, Marlow, Bucks SL7 1EY, United Kingdom as its agent in England to receive service of process in any Proceedings in England. Nothing herein or in the Trust Deed shall affect the right to serve process in any other manner permitted by law.