



## DIAGEO INVESTMENT CORPORATION

(FORMED UNDER THE LAWS OF THE STATE OF DELAWARE, UNITED STATES)

**\$750,000,000 5.125% Fixed Rate Notes due 2030**

**\$750,000,000 5.625% Fixed Rate Notes due 2035**

EACH GUARANTEED AS TO THE PAYMENT OF PRINCIPAL AND INTEREST BY

## DIAGEO PLC

(INCORPORATED WITH LIMITED LIABILITY IN ENGLAND AND WALES  
WITH REGISTERED NUMBER 23307)

Diageo Investment Corporation (the "**Issuer**") has issued (i) \$750,000,000 5.125% Fixed Rate Notes due 2030 (the "**2030 Notes**"); and (ii) \$750,000,000 5.625% Fixed Rate Notes due 2035 (the "**2035 Notes**", together with the 2030 Notes, the "**Notes**") each guaranteed by Diageo plc (the "**Guarantor**" or "**Diageo**").

The Notes have been issued under an indenture dated 1 June 1999 between the Issuer, Diageo and The Bank of New York Mellon (as successor trustee pursuant to an Agreement of Resignation, Appointment and Acceptance dated 16 October 2007 between, amongst others, the Issuer, Diageo, The Bank of New York and Citibank, N.A.) (the "**Indenture**").

This Prospectus comprises a prospectus for the purposes of Article 6 of Regulation (EU) 2017/1129 as it forms part of the domestic law of the United Kingdom (the "**UK**") by virtue of the European Union (Withdrawal) Act 2018, as amended (the "**EUWA**") (the "**UK Prospectus Regulation**") and for the purpose of giving information with regard to the Issuer and Diageo (each an "**Obligor**" and together the "**Obligors**"), their respective subsidiaries, the Notes and the guarantees of the Notes given by Diageo, which, according to the particular nature of the Obligors and the Notes, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Obligors and of the rights attaching to the Notes.

Diageo has filed a registration statement with the United States Securities and Exchange Commission ("**SEC**") for the offering of the Notes to which this Prospectus relates. This Prospectus shall not constitute an offer to sell or the solicitation of an offer to buy securities either in the United States or any other jurisdiction, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration and qualification under the securities laws of any such jurisdiction. Any public offering of securities in the United States is being made solely by means of a prospectus supplement to the prospectus included in the registration statement filed with the SEC by Diageo, the Issuer and Diageo Investment Corporation. The prospectus in that registration statement (which is different from this Prospectus) and the prospectus supplement and other documents Diageo has filed with the SEC contain information about Diageo and the offering of the Notes. You may get these documents for free by visiting EDGAR on the SEC website at [www.sec.gov](http://www.sec.gov). Neither the SEC nor any state securities commission nor any other regulatory body has approved or disapproved of these securities. Any representation to the contrary is a criminal offense.

This Prospectus has been approved by the UK Financial Conduct Authority (the “**FCA**”), as competent authority under the UK Prospectus Regulation. The FCA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the UK Prospectus Regulation. Such approval should not be considered as an endorsement of the Obligors or an endorsement of the quality of the Notes that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes.

Application has been made to the FCA in its capacity as the UK competent authority under the FSMA (as defined below) for the Notes to be admitted to the Official List of the FCA (the “**Official List**”) and to the London Stock Exchange plc (the “**London Stock Exchange**”) for the Notes to be admitted to trading on the London Stock Exchange’s regulated market. The London Stock Exchange’s regulated market is a regulated market for the purposes of Regulation (EU) No. 600/2014 on markets in financial instruments, as it forms part of the domestic law of the UK by virtue of the EUWA (“**UK MiFIR**”).

The Notes have been issued in fully registered form in denominations of \$200,000 and in integral multiples of \$1,000 in excess thereof. The Notes are represented by one or more global securities registered in the name of a nominee of The Depository Trust Company (“**DTC**”). Beneficial interests in the Notes are held through DTC and its participants, including Euroclear Bank S.A./N.V. (“**Euroclear**”) and Clearstream Banking, *société anonyme* (“**Clearstream, Luxembourg**”). See Part 4 (“*Provisions Relating to the Notes Whilst in Global Form*”) of this Prospectus.

As at the date of this Prospectus, Diageo’s long term senior debt ratings are: A3 by Moody’s Investors Service Ltd (“**Moody’s**”) (obligations rated ‘A’ are judged to be upper-medium grade and are subject to low credit risk, and the modifier 3 indicates a ranking in the lower end of that generic rating category) and A- by S&P Global Ratings UK Limited (“**S&P**”) (an obligation rated ‘A’ is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher-rated categories; however, the obligor’s capacity to meet its financial commitments on the obligation is still strong. The minus (-) sign shows relative standing within the rating categories). Each of Moody’s and S&P is established in the UK and registered under Regulation (EC) No. 1060/2009 as it forms part of the domestic law of the UK by virtue of the EUWA (as amended, the “**UK CRA Regulation**”). Each of Moody’s and S&P is not established in the European Economic Area (“**EEA**”) and has not applied for registration under Regulation (EC) No.1060/2009 (as amended) (the “**EU CRA Regulation**”). However, S&P Global Ratings Europe Limited has endorsed the ratings of S&P and Moody’s Deutschland GmbH has endorsed the ratings of Moody’s. Each of S&P Global Ratings Europe Limited and Moody’s Deutschland GmbH is established in the EEA and registered under the EU CRA Regulation.

The date of this Prospectus is 17 June 2025.

Each Obligor accepts responsibility for the information contained in this Prospectus. To the best of the knowledge of each Obligor, the information contained in this Prospectus is in accordance with the facts and this Prospectus makes no omission likely to affect its import.

This Prospectus should be read and construed with any amendment or supplement hereto and with any other documents incorporated herein by reference (see “*Documents Incorporated by Reference*” below).

No person has been authorised by the Obligors to give any information or to make any representation not contained in or not consistent with this Prospectus or any information supplied by the Obligors or such other information as is in the public domain and, if given or made, such information or representation should not be relied upon as having been authorised by the Obligors.

The distribution of this Prospectus in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Obligors to inform themselves about and to observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction.

This Prospectus does not constitute an offer or an invitation to subscribe for or purchase any Notes and should not be considered as a recommendation by any of the Obligors that any recipient of this Prospectus should purchase any Notes. Each recipient of this Prospectus shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of each Obligor. This Prospectus may not be used for the purpose of an offer or solicitation by anyone in any jurisdiction.

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

- have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference in this Prospectus or any applicable supplement;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Notes and the impact such investment will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Notes, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor’s currency;
- understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

The Notes are complex financial instruments and such instruments may be purchased as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to an

investor's overall portfolios. An investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of such Notes and the impact this investment will have on the investor's overall investment portfolio.

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

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

**PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the UK. For the purposes of this provision, the expression “retail investor” means a person who is one (or more) of the following: (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No. 2017/565 as it forms part of the domestic law of the UK by virtue of the EUWA; or (ii) a customer within the meaning of the Financial Services and Markets Act 2000 as amended (the “FSMA”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No. 600/2014 as it forms part of the domestic law of the UK by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No. 1286/2014 as it forms part of the domestic law of the UK by virtue of the EUWA (the “UK PRIIPs Regulation”) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

## DOCUMENTS INCORPORATED BY REFERENCE

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

1. the audited annual financial statements (on a consolidated basis and including the auditor's report thereon and notes thereto) of Diageo as of 30 June 2024 and for the financial year ended 30 June 2024 (as set out at pages 152 to 225 of the Annual Report of Diageo for the year ended 30 June 2024) (the "**2024 Financial Statements**") and as of 30 June 2023, and for the financial year ended 30 June 2023 (as set out at pages 158 to 229 of the Annual Report of Diageo for the year ended 30 June 2023);
2. the audited annual financial statements (on an entity basis and including the auditor's report thereon and notes thereto) of the Issuer in respect of the financial years ended 30 June 2024 and 30 June 2023;
3. the audited annual financial statements (on a consolidated basis and including the report of the independent registered public accounting firm thereon and notes thereto) of Diageo as of 30 June 2024 and 30 June 2023 and for each of the three years in the period ended 30 June 2024 (as set out at pages 230 to 310 of the Annual Report on Form 20-F of Diageo in respect of the financial year ended 30 June 2024); and
4. the condensed set of financial statements (on a consolidated basis and including the independent review report thereon and the notes thereto) set out at pages 25 to 44 of the interim results of Diageo for the six months ended 31 December 2024 (the "**2024 Half Year Results**") and which include the Issuer as part of the consolidated Diageo Group,

save that any statement contained in this Prospectus or in any of the documents incorporated by reference in, and forming part of, this Prospectus shall be deemed to be modified or superseded for the purpose of this Prospectus to the extent that a statement contained in any document subsequently incorporated by reference modifies or supersedes such statement provided that such modifying or superseding statement is made by way of supplement to the Prospectus pursuant to Article 23 of the UK Prospectus Regulation.

Any documents themselves incorporated by reference in the documents incorporated by reference in this Prospectus shall not form part of this Prospectus.

The consolidated financial statements for Diageo as detailed in paragraph 1 were prepared in accordance with international accounting standards in conformity with the requirements of the Companies Act 2006 and International Financial Reporting Standards adopted by the UK and International Financial Reporting Standards as issued by the International Accounting Standards Board (together "**IFRS**") and the parent company financial statements for Diageo were prepared in accordance with United Kingdom Generally Accepted Accounting Practice (United Kingdom Accounting Standards, comprising FRS 101 "Reduced Disclosure Framework", and applicable law).

The parts of the above mentioned documents which are not incorporated by reference into this Prospectus are either not relevant for investors or covered elsewhere in this Prospectus.

Copies of documents deemed to be incorporated by reference in this Prospectus may be obtained: (i) by a request in writing to the Issuer at its registered office as set out at the end of this Prospectus and marked for the attention of Company Secretariat; and (ii) from the website of the Regulatory News Service operated by the London Stock Exchange at: <http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>.

Unless specifically incorporated by reference into this Prospectus, information contained on the website does not form part of this Prospectus.

### **ALTERNATIVE PERFORMANCE MEASURES**

To supplement its consolidated financial statements presented in accordance with IFRS, Diageo and its consolidated subsidiaries (the “**Diageo Group**”) uses certain ratios and measures included or referred to in this Prospectus (including, without limitation, in the 2024 Financial Statements incorporated by reference) that would be considered Alternative Performance Measures (“**APMs**”) as defined in the European Securities and Markets Authority Guidelines. These measures are considered useful to investors to enhance their understanding of the Diageo Group’s financial performance. The APMs should not be considered in isolation from, or as a substitute for, financial information presented in compliance with IFRS. An explanation of each APM’s components and calculation method can be found on pages 227 to 236 (incorporated by reference herein) of the Annual Report for Diageo for the year ended 30 June 2024.

## FORWARD-LOOKING STATEMENTS

This document contains ‘forward-looking’ statements. These statements can be identified by the fact that they do not relate only to historical or current facts. In particular, forward-looking statements include all statements that express forecasts, expectations, plans, outlook, objectives and projections with respect to future matters, including trends in results of operations, margins, growth rates, overall market trends, the impact of changes in interest or exchange rates, the availability or cost of financing to Diageo, anticipated cost savings or synergies, expected investments, the completion of any strategic transactions or restructuring programs, anticipated tax rates, changes in the international tax environment, expected cash payments, outcomes of litigation or regulatory enquiries, anticipated changes in the value of assets and liabilities related to pension schemes and general economic conditions. By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that will occur in the future. There are a number of factors that could cause actual results and developments to differ materially from those expressed or implied by these forward-looking statements, including factors that are outside Diageo’s control. These risks and uncertainties include, but are not limited to, macro-economic events that may affect Diageo’s business, customers, suppliers and/or financial counterparties, including public health threats and the effects of climate change or legal, regulatory or market measures intended to address climate change, increases in geopolitical instability, including in relation to Russia’s invasion of Ukraine, continuing inflationary pressures and/or loss, operational disruptions to or closure of a production site, office or other key facility due to unforeseen or catastrophic events or otherwise; and the risks and uncertainties described in our Annual Report on Form 20-F for the financial year ended 30 June 2024 (including the section entitled “Business Description—Risk factors”) and our other documents filed with the SEC. Our Annual Report on Form 20-F for the financial year ended 30 June 2024 and any other documents filed by Diageo with the SEC are publicly available through the website maintained by SEC at [www.sec.gov](http://www.sec.gov). Any forward-looking statements made by or on behalf of Diageo speak only as of the date they are made. Diageo does not undertake to update forward-looking statements to reflect any changes in Diageo’s expectations with regard thereto or any changes in events, conditions or circumstances on which any such statement is based.

## SUPPLEMENTAL PROSPECTUS

Each Obligor will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in the Prospectus, prepare a further supplement to this Prospectus or publish a new Prospectus for use in connection with any subsequent issue of Notes in compliance with Article 23 of the UK Prospectus Regulation.

## PRESENTATION OF FINANCIAL AND OTHER INFORMATION

All references in this document to “**U.S.\$**”, “**\$**” and “**U.S. dollars**” are to United States dollars, those to “**Sterling**” and “**£**” are to pounds sterling, those to “**INR**” are to Indian rupees and those to “**euro**”, “**Euro**”, “**€**” and “**EUR**” are to the single currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Communities, as amended.

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## PART 1: OVERVIEW OF THE NOTES

*The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Prospectus.*

*The following is a brief overview of the key terms of the Notes only and should be read in conjunction with the rest of this Prospectus, including "Risk Factors", for a discussion of certain factors to be considered in connection with Notes.*

Aggregate Principal Amount:	<p>\$750,000,000 Fixed Rate Notes due 2030.</p> <p>\$750,000,000 Fixed Rate Notes due 2035.</p>
Issue Date:	15 April 2025.
Issuer:	Diageo Investment Corporation.
Guarantees:	The Notes are guaranteed by Diageo as to the payment of the principal, premium (if any) and interest, including any additional amounts that may be payable.
Minimum Denomination:	\$200,000 and in integral multiples of \$1,000 in excess thereof.
Maturity Date:	<p>15 August 2030 for the 2030 Notes.</p> <p>15 April 2035 for the 2035 Notes.</p>
Interest Rate:	<p>The interest rate on the 2030 Notes is 5.125% per annum (fixed).</p> <p>The interest rate on the 2035 Notes is 5.625% per annum (fixed).</p>
Interest Payment Dates:	<p>For the 2030 Notes, semi-annually in arrears on 15 February and 15 August of each year, commencing on 15 February 2026.</p> <p>For the 2035 Notes, semi-annually in arrears on 15 April and 15 October of each year, commencing on 15 October 2025.</p>
Optional Redemption:	<p>The Issuer or the Guarantor have the right to redeem the 2030 Notes and/or the 2035 Notes in whole or in part as set out below.</p> <p>In whole or in part, (i) the 2030 Notes at any time and from time to time prior to the 2030 Par Call Date (as defined below); and (ii) the 2035 Notes at any time and</p>

from time to time prior to the 2035 Par Call Date (as defined below), in each case at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of (1) 100% of the principal amount of such Notes plus accrued interest to but excluding the date of redemption and (2) (a) the sum of the present values of the remaining scheduled payments of principal and interest on such Notes as if the Notes to be redeemed matured on the applicable Par Call Date (as defined below) discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below), plus 20 basis points for the 2030 Notes and 20 basis points for the 2035 Notes, less (b) interest accrued to the date of redemption, plus, in each case, accrued interest to but excluding the date of redemption.

In addition, (i) the 2030 Notes at any time and from time to time on or after 15 July 2030 (the date that is one month prior to the stated maturity date of the 2030 Notes) (the “**2030 Par Call Date**”) and (ii) the 2035 Notes at any time and from time to time on or after 15 January 2035 (the date that is three months prior to the stated maturity date of the 2035 Notes) (the “**2035 Par Call Date**”) and, together with the 2030 Par Call Date each a “**Par Call Date**”), in each case at a redemption price equal to 100% of the principal amount of such Notes plus accrued interest to but excluding the date of redemption.

Ranking:

The Notes and the guarantees of the Notes constitute unsecured and unsubordinated indebtedness of the Issuer and Diageo (respectively) and will rank equally with all of its other unsecured and unsubordinated indebtedness from time to time outstanding.

Tax Redemption:

All, but not less than all, of a series of Notes are redeemable at the option of the Issuer or the Guarantor upon various tax law changes and other limited circumstances that require the Issuer and the Guarantor to pay additional amounts.

Estimated Net Amount of Proceeds  
in respect of the 2030 Notes:

\$747,982,500.

Estimated Net Amount of Proceeds in respect of the 2035 Notes:	\$743,280,000.
Use of Proceeds:	General corporate purposes.
Form of Notes:	The Notes have been issued in the form of registered global notes as described in registered form as described in Part 4 ( <i>"Provisions Relating to the Notes Whilst in Global Form"</i> ).
Record Dates:	The close of business on the business day immediately preceding each applicable interest payment date (or, if the Notes are held in definitive form, the 15th calendar day preceding each applicable interest payment date).
Trustee and Principal Paying Agent:	The Bank of New York Mellon, London Branch.
Joint Book-Running Managers:	Barclays Capital Inc. BofA Securities, Inc. BNP Paribas Securities Corp. Deutsche Bank Securities Inc. Goldman Sachs & Co. LLC RBC Capital Markets, LLC Standard Chartered Bank
Listing and admission to trading:	Application has been made to the FCA for the Notes to be admitted to the Official List and to the London Stock Exchange for the Notes to be admitted to trading on the London Stock Exchange's regulated market.
Further Issues:	The Issuer or the Guarantor may, without the consent of the holders of any series of Notes, issue additional notes having the same ranking and same interest rate, stated maturity date, redemption terms and other terms as the applicable series of Notes except for the price to the public and Issue Date. Any such additional notes, together with the applicable series of Notes, will constitute a single series of securities under the Indenture relating to the Notes; provided that, if the additional notes are not fungible for U.S. federal income tax purposes with the series of Notes, the additional notes will have a separate CUSIP or other identifying number. There is no limitation on the amount of notes or other debt securities that the Issuer may issue under the Indenture.
CUSIP:	25245BAC1 in respect of the 2030 Notes.

25245BAE7 in respect of the 2035 Notes.

ISIN:

US25245BAC19 in respect of the 2030 Notes.

US25245BAE74 in respect of the 2035 Notes.

Selling Restrictions:

See Part 8 ("*Selling Restrictions*") below.

Governing Law:

State of New York.

## PART 2: RISK FACTORS

The Obligors believe that the following factors are the risks which are specific to the Obligors and/or to the Notes and which are material for taking an informed investment decision. Most of these factors are contingencies which may or may not occur. In the ongoing uncertain economic environment, certain risks may gain more prominence either individually or when taken together. If any of these risks occur, the Diageo Group's business, financial condition and performance could suffer and the trading price and liquidity of the Notes could decline.

The Obligors believe that the factors described below represent the material risks inherent in investing in the Notes, but the inability of the Obligors to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons and the Obligors do not represent that the statements below regarding the risks of holding any Notes are exhaustive. Investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decisions.

Words and expressions defined elsewhere in this Prospectus have the same meanings in this section.

The risk factors are presented in categories which are numbered 1. to 6. below, with the most material risk factors appearing first in each numbered category.

### **A. Risks which are specific and material to each Obligor and which may have a material effect on each Obligor's ability to fulfil its obligations under the Notes including Diageo's obligations under the guarantees**

#### **1. Risks related to the business activities and industry of the Diageo Group**

*The Diageo Group's business has been and may, in the future, be adversely impacted by unfavourable economic, political, social or other developments and risks (including those resulting from a public health threat, increases in geopolitical instability, including in relation to Russia's invasion of Ukraine and the conflict in the Middle East, and/or inflationary pressures) in the countries in which it operates*

The Diageo Group's products are sold in nearly 180 countries worldwide, and the Diageo Group may be adversely affected by global economic volatility or unfavourable economic developments in any of the countries or regions where it has distribution networks, marketing companies or production facilities. In particular, the Diageo Group's business is dependent on general economic conditions in its major markets, which include the United States, the UK, the countries that form the European Union, and certain countries within the Latin American region, India and China, and failure to react quickly enough to changes in those economies could have an adverse effect on financial performance.

The markets in which the Diageo Group operates have been significantly impacted, and could be impacted in the future, by public health threats such as the Covid-19 pandemic. Similarly, Russia's invasion of Ukraine and the ongoing conflict in the Middle East has, among other things, resulted in elevated geopolitical instability and economic volatility. The economic volatility attributable to these conflicts is part of, and contributing to, a larger trend of high inflation and a higher interest rate environment globally, which has had and may continue to have a significant adverse effect on economic activity that could have a material adverse impact on the Diageo Group's business,

financial condition, results of operations, and/or the price of the Notes. For more information on how rising inflation may impact the Diageo Group, see the risk factor entitled *“Any increases in the cost of production could affect the Diageo Group’s profitability, including increases in the cost of commodities, labour and/or energy due to inflation”* below.

Any future significant deterioration in economic conditions globally or in any of the Diageo Group’s important markets, including economic slowdowns, global, regional or local recessions or depressions, currency instability, increased unemployment levels, increased custom duties, tariffs and/or other tax rates, increased inflationary pressures and/or disruptions to credit and capital markets, could lead to eroded consumer confidence and decreased consumer spending more generally, which in turn could reduce consumer demand for the Diageo Group’s products. For more information on how consumer demand for the Diageo Group’s products may be impacted, see the risk factor entitled *“Demand for the Diageo Group’s products may be adversely affected by many factors, including disruptive market forces, changes in consumer preferences and tastes and the adverse impacts of declining economies”*.

Unfavourable economic conditions could also negatively impact the Diageo Group’s customers, distributors, suppliers and financial counterparties, who may experience cash flow problems, increased credit defaults, decreases in disposable income or other financial issues, which could lead to changes to ordinary customer stocking patterns, including destocking or stocking ahead of potential price increases as well as an increase in Diageo Group’s bad debt expense. In addition, volatility in the capital and credit markets caused by unfavourable economic developments and uncertainties, including the heightened geopolitical instability caused by Russia’s invasion of Ukraine, the conflict in the Middle East and/or inflationary pressures, could result in a reduction in the availability of, or a further increase in the cost of, financing to the Diageo Group.

The Diageo Group’s business could also be affected by other economic developments such as fluctuations in currency exchange rates, the imposition of any import, investment or currency restrictions (including the potential impact of any global, regional or local trade wars or any tariffs, customs duties or other restrictions or barriers imposed on the import or export of goods between territories, including but not limited to, imports into and exports from the United States, China the UK and/or the European Union), the imposition of economic or trade sanctions, or any restrictions on the repatriation of earnings and capital. For example, the recent announcements made by the U.S. administration regarding tariffs have increased the likelihood of the risks and uncertainties described in the Annual Report on Form 20-F of Diageo for the fiscal year ended 30 June 2024 regarding tariffs and the potential impact on the Diageo Group’s business when compared to the year ended 30 June 2024.

The Diageo Group’s operations are also subject to a variety of other risks and uncertainties related to its global operations, including adverse political, social or other developments. Political and/or social unrest or uncertainties, natural disasters, public health threats (including the Covid-19 pandemic and any future epidemics or pandemics, and government responses thereto), politically-motivated violence and terrorist threats and/or acts, including those which are specifically directed at the alcohol industry, may also occur in countries where the Diageo Group has operations. Additionally, recent elections in key countries including the United States, UK, Europe and India had and may continue to lead to increased political, economic, social, consumer and regulatory volatility.

Many of the above risks are heightened, or occur more frequently, in emerging markets, such as Nigeria, Ghana and Türkiye. In general, emerging markets are also exposed to relatively higher risks attributable to unstable governments, corruption, crime and lack of law enforcement, undeveloped or biased legal systems, expropriation of assets, sovereign default, military conflicts, liquidity constraints, inflation, devaluation, price volatility and currency convertibility issues, as well as other legal and regulatory risks and uncertainties. Developments in emerging markets can affect the Diageo Group's ability to import or export products and to repatriate funds, as well as impact levels of consumer demand (for example, in duty-free outlets at airports or in on-trade premises in affected regions) and therefore the Diageo Group's levels of sales or profitability. Any of these factors may affect the Diageo Group disproportionately or in a different manner from its competitors, depending on the Diageo Group's specific exposure to any particular emerging market, and could have a material adverse effect on the Diageo Group's business and financial results.

*Demand for the Diageo Group's products may be adversely affected by many factors, including disruptive market forces, changes in consumer preferences and tastes and the adverse impacts of declining economies*

The Diageo Group's portfolio of brands includes some of the world's leading beverage alcohol brands, as well as a number of brands that are prominent in certain regional and/or country-specific markets. Any inability by the Diageo Group to respond and adapt either its products or its processes to disruptive market forces including e-commerce, artificial intelligence, digital, and new formats could impact the Diageo Group's ability to effectively service its customers and consumers with the required agility, thereby threatening market share, revenue, profitability and growth ambitions. While the Diageo Group is focussed on expanding its digital platforms and effectively using technology in its supply chains, there is no guarantee that these efforts will help the Diageo Group gain and/or maintain a competitive advantage over its peers.

Consumer preferences on a global, regional and/or local scale may shift due to a variety of factors, including changes in demographics, evolving social trends (including any shifts in consumer tastes towards at-home consumption occasions, premiumisation, small-batch craft alcohol, lower or no alcohol beverages, or other alternative products), changes in travel, holiday or leisure activity patterns, weather conditions, public health regulations and/or health and wellness concerns, any or all of which may reduce consumers' willingness to purchase beverage alcohol products from large producers such as the Diageo Group or at all. There is also a risk to the Diageo Group's brands emerging from consumers making brand choices that reflect their increasingly polarised socio-political views, including with respect to environmental, social and governance (together "**ESG**") matters.

The market share, profitability and growth ambitions of the Diageo Group's brands, as well as the Diageo Group's reputation more generally, could also be adversely affected by any failure by the Diageo Group to service its customers and consumers with the required agility or to provide consistent, reliable quality in its products or in its service levels to customers.

Economic pressures in the markets the Diageo Group serves may also reduce consumer demand for the Diageo Group's products. In particular, inflation, as measured by the consumer price index remains elevated in advanced and emerging market economies, including in the UK, Europe and the United States, driven mainly by supply chain issues (including input shortages, labour constraints, rising commodity prices and soaring shipping costs), excess demand for goods and services, and significant increases in energy prices. Rising costs of living have negatively

impacted the spending habits of consumers in various markets which the Diageo Group serves and have caused some consumers to choose products which have lower price points, including those of the Diageo Group's competitors. Changes in consumers' spending habits due to inflation and rising costs of living had and may continue to have an adverse effect on the Diageo Group's business and financial results.

In addition, the social acceptability of the Diageo Group's products may decline due to regulatory action, negative publicity surrounding, and/or public concerns about, alcohol consumption. For example, a number of jurisdictions, such as Canada, are updating their guidance around alcohol. Such anti-alcohol publicity or sentiment could also result in regulatory action, litigation or customer complaints against companies in the beverage alcohol industry and have an adverse effect on the Diageo Group's business and financial results. Further detail as to the potential regulatory risks regarding constraints on the selling or consumption of alcohol is set out in the "*Legal and regulatory*" risks below.

The Diageo Group's business has historically benefited from the launch of new to world products or variants of existing brands (with recent examples including premium ready-to-serve cocktails, such as The Cocktail Collection and Crown Royal Blackberry), and continuing product innovation and the creation of extensions to existing brands remain significant elements of the Diageo Group's growth plans. The launch and ongoing success of new-to-world products or global brand extensions is inherently uncertain, especially with respect to such products' initial and continuing appeal to consumers. Similarly, brands that the Diageo Group acquires may not deliver the expected benefits and/or may not scale as expected. The failure to successfully launch a new product or an extension of an existing brand, or to maintain the product's initial popularity, can give rise to inventory write-offs and other costs, as well as negatively impact the consumer perception of and thus the growth of an existing brand. There can be no assurance of the Diageo Group's continuing ability to develop and launch successful new products or variants of existing products, or to ensure or extend the profitable lifespan of its existing products.

*Any increases in the cost of production could affect the Diageo Group's profitability, including increases in the cost of commodities, labour and/or energy due to inflation*

The components that the Diageo Group uses for the production of its beverage alcohol products are largely commodities purchased from suppliers which are subject to price volatility caused by factors outside of the Diageo Group's control, including inflation, changes in global and regional supply and demand, weather and/or agricultural conditions, fluctuations in relevant exchange rates and/or governmental controls. Fluctuations in the prices of various commodities, including energy prices, may result in unexpected increases in the cost of the raw materials the Diageo Group uses in the production of its products, including the prices of the agricultural commodities, flavourings and other raw materials necessary for the Diageo Group to produce its various beverages, as well as glass bottles and other packaging materials, thus increasing the Diageo Group's production costs.

The Diageo Group may also be adversely affected by shortages of any such materials, by increases in energy costs resulting in higher transportation, freight or other related operating costs, by inflation in any of the jurisdictions in which it produces its products. The Diageo Group may not be able to increase its prices or create sufficient efficiencies to offset these increased costs without suffering reduced volumes of products sold and/or decreased operating profit. While the Diageo Group continues to closely monitor its operating environment, it is possible that the ongoing volatility related to significant cost inflation along with a potential weakening of consumer

spending power may have an adverse effect on the Diageo Group's business, financial condition and results of operations.

*Contamination, counterfeiting or other events could harm the integrity of customer support for the Diageo Group's brands and adversely affect the sales of those brands*

The success of the Diageo Group's brands depends upon the positive image that consumers have of those brands, and contamination, whether arising accidentally, or through deliberate third party action, or other events that harm the integrity of, or consumer support for those brands, could adversely affect their sales and the Diageo Group's corporate and brand reputation. The Diageo Group purchases most of the raw materials for the production and packaging of its products from third party producers or on the open market. The Diageo Group may be subject to liability if contaminants in those raw materials or defects in the distillation, fermentation or bottling process lead to reduced beverage quality or illness among, or injury to, the Diageo Group's consumers, or if the products do not otherwise comply with applicable food safety regulations.

The Diageo Group has had to recall products in the past due to contamination or damage and may have to do so again in the future. A significant product liability judgment or a widespread product recall may cause harm to consumers and negatively and materially impact sales and profitability of the affected brand or all of the Diageo Group's brands for a period of time depending on product availability, competitive reaction and consumer attitudes. Even if a product liability claim is unsuccessful or is not fully pursued, any resulting negative publicity could materially adversely affect the Diageo Group's reputation with existing and potential customers as well as its corporate and individual brand image.

Additionally, third parties sell products which are either counterfeit versions of the Diageo Group brands or inferior brands that look like the Diageo Group brands, and consumers of the Diageo Group brands could confuse the Diageo Group products with such counterfeit products. A negative consumer experience with such a product could cause them to refrain from purchasing the Diageo Group brands in the future and impair the Diageo Group's brand equity, thus adversely affecting the Diageo Group's business. There is also a risk of physical threats to the Diageo Group's employees due to the illicit nature of the type of organisations or individuals involved in counterfeit activities.

*The value of the Diageo Group's brands and its net sales may be negatively affected by its failure to maintain its brand image and corporate reputation or adapt to a changing media environment*

The value of the Diageo Group's brands and its profitability depend heavily on its ability to maintain its brand image and corporate reputation. Adverse publicity, whether or not justified, may tarnish the Diageo Group's reputation and cause consumers to purchase products offered by its competitors instead of by the Diageo Group. Such adverse publicity could arise as a result of a perceived failure by the Diageo Group to make adequate positive social contributions, including in relation to the level of taxes paid by the Diageo Group, or ESG-related performance, or by any failure of internal controls or compliance breaches leading to violations of the Diageo Group's Code of Business Conduct, Code of Ethics, its other key policies, or the laws or regulations of the jurisdictions in which it operates. The Diageo Group has also established and may continue to establish relationships with brand founders and/or other public figures to develop and promote its brands, and to establish brand equity, history and authenticity with consumers. If certain such individuals were to stop promoting a Diageo Group brand or brands contrary to their agreements, the Diageo Group's business could be adversely affected. In addition, certain such individuals

could engage in behaviour, make statements or use their platforms in a manner that reflects poorly on the Diageo Group's brand image and corporate reputation or otherwise adversely affects the Diageo Group. The Diageo Group may be unable to prevent such actions, and the actions that the Diageo Group takes to address them may not be effective in all cases. Negative claims or publicity involving the Diageo Group, its culture and values, brands, or any of its key employees or brand endorsers could also damage the Diageo Group's brands and/or reputation, regardless of whether such claims are accurate, causing the Diageo Group to lose existing customers or fail to attract new customers, and may have a material adverse effect on the Diageo Group's business and financial results.

In addition, the Diageo Group's ability to maintain, extend, and expand its brand image depends on its ability to adapt to a rapidly changing media environment. The Diageo Group also maintains an online presence as part of its business operations, and increasingly relies on social media and online dissemination of advertising campaigns. The Diageo Group's reputation may suffer if it is perceived to fail to appropriately restrict access to its online content or if it breaches any marketing regulation, code or policy. In addition, the growing use of social and digital media increases the speed and extent that information or misinformation and opinions can be shared. Negative posts or comments about the Diageo Group, its brands or its products on social or digital media, whether or not valid, could seriously damage the Diageo Group's brands and reputation.

Any failure to maintain, extend, and expand the Diageo Group's brand image or adapt to a changing media environment may have a material adverse effect on the Diageo Group's business and financial results and reputation, as well as the price of the Diageo Group's securities.

*The Diageo Group may not be able to derive the expected benefits from its business strategies, including in relation to expansion in emerging markets, acquisitions, investments in joint ventures, productivity initiatives or inventory forecasting*

There can be no assurance that the Diageo Group's business strategies will result in opportunities for growth and improved margins. Part of the Diageo Group's growth strategy includes expanding its business in certain emerging market countries where the Diageo Group believes there are strong prospects for growth. There is no guarantee that this strategy will be successful, and some of these markets may represent a higher risk in terms of their changing regulatory environments and higher degrees of uncertainty over levels of consumer spending. There could be a material adverse impact on the Diageo Group's growth and margins if the Diageo Group's business strategies were unsuccessful.

As part of its growth strategy, the Diageo Group also made a number of acquisitions in recent years, and it is possible that the Diageo Group may not be able to derive the expected benefits from these acquisitions and/or may experience unexpected integration challenges. In the future, the Diageo Group's business strategies will, almost certainly, give rise to further business combinations, acquisitions, disposals, joint ventures and/or partnerships (including any associated financing or the assumption of actual or potential liabilities, depending on the transaction contemplated). However, there can be no assurance that any such transaction would be completed and/or that it would deliver the anticipated benefits, cost savings or synergies. The success of any transaction also depends in part on the Diageo Group's ability to successfully integrate new businesses with its existing operations. Acquisitions may also expose the Diageo Group to liabilities it may not be aware of at the time of the acquisition, for example if acquired companies and business do not act, or have not acted, in compliance with applicable laws and

regulations. For additional information on the challenges of integration please see note 8 to the 2024 Financial Statements.

The Diageo Group may from time to time hold interests and investments in joint ventures and associated companies in which it has a non-controlling interest and may continue to do so. In these cases, the Diageo Group may have limited influence over, and limited or no control of, the governance, performance and cost of operations of the joint ventures and associated companies. Some of these joint ventures and associated companies may represent significant investments, and these investee entities or other joint venture partners or equity holders may make business, financial or investment decisions contrary to the Diageo Group's interests (including with respect to the distribution of profits and dividends) or may make decisions different from those that the Diageo Group itself may have made.

To strengthen the resilience and agility of the Diageo Group's supply chain, the Diageo Group has recently initiated a supply chain agility programme, expected to be implemented over the five years starting from the fiscal year ended 30 June 2023. There can be no assurance that these programmes or other programmes designed to improve the effectiveness and efficiency of end-to-end operations, will deliver the expected benefits. Such programmes may also result in significant costs to the Diageo Group or may have other adverse impacts on the business and operations of the Diageo Group.

Certain of the Diageo Group's aged product categories may mature over decades, and forecasts of demand for such products in future periods are subject to significant uncertainty. There is an inherent risk of forecasting error in determining the quantity of maturing stock to lay down in a given year for future consumption as a result of changes in business strategy, market demand and unplanned shifts in consumer preferences, introductions of competing products and other changes in market conditions. Any forecasting error could lead to the Diageo Group being unable to meet the objectives of its business strategy, future demand or lead to a future surplus of inventory and consequent write-down in value of maturing stocks. If the Diageo Group is unable to accurately forecast demand for its products or efficiently manage its inventory, this may have a material adverse effect on the Diageo Group's business and financial results.

*The Diageo Group faces competition that may reduce its market share and margins*

The Diageo Group faces substantial competition from several international companies as well as regional and local companies (including craft breweries and micro distilleries) in the countries in which it operates, and competes with other drinks companies across a wide range of consumer drinking occasions. Within a number of categories, the beverage alcohol industry has experienced consolidation among major global producers, as evidenced by business combinations of substantial value carried out by significant competitors in recent years. Consolidation is also taking place among the Diageo Group's customers in many countries. In addition, there has been a recent increase in competition for distribution channels, notably e-commerce channels. These trends may lead to stronger competitors, increased competitive pressure from customers, negative impacts on the Diageo Group's distribution network (including sub-optimal routes to customers and consumers), downward pressure on prices, predatory marketing tactics by the Diageo Group's competitors and/or a decline in the Diageo Group's market share in any of these categories. For example, expansion in the seltzer and ready-to-drink categories has increased competitive pressures across product categories and in certain markets (such as in the United States). Adverse developments in economic conditions or declines in demand or consumer spending may also result in intensified competition for market share, with potentially adverse

effects on sales volumes and prices. Any of these factors may adversely affect the Diageo Group's results and potential for growth.

*The Diageo Group's business may be adversely affected by increased costs for, or shortages of, talent, or by labour strikes or disputes*

The Diageo Group's business could be adversely affected by labour or skill shortages or increased labour costs due to increased competition for employees, higher employee turnover or increased employee benefit costs. There is no guarantee that the Diageo Group will continue to be able to recruit, retain and develop personnel possessing the skill sets that it requires to deliver its strategy, for example in relation to sales, marketing and innovation capability within markets, or in its senior management. The loss of senior management or other key personnel or the inability to identify, attract and retain qualified personnel in the future could make it difficult to manage the Diageo Group's operations and adversely affect the Diageo Group's business and financial results. In addition, labour strikes, work stoppages or slowdowns within the Diageo Group's operations or those of the Diageo Group's suppliers could adversely impact the Diageo Group.

*The Diageo Group's operations may be adversely affected by failure to maintain or renegotiate distribution, supply, manufacturing or licence agreements on favourable terms*

The Diageo Group's business has a number of distribution, supply, manufacturing or licence agreements for brands owned by it or by other companies. These agreements vary depending on the particular brand, but tend to be for a fixed number of years. There can be no assurance that the Diageo Group will be able to renegotiate its rights on favourable terms when these agreements expire or that they will not be terminated. Failure to renew these agreements on favourable terms, or any disputes with distributors of the Diageo Group's products or suppliers of raw materials, could have an adverse impact on the Diageo Group's business and financial results.

## **2. Risks related to the Diageo Group's financial situation**

*The Diageo Group's operations and financial results may be adversely affected by fluctuations in exchange rates and fluctuations in interest rates*

The Diageo Group is engaged in an international business that operates in, and makes sales into, countries with different currencies. As a result, the Diageo Group is subject to foreign currency risk due to exchange rate movements, which affects the U.S. dollar value of its transactions, as well as the translation of the results and underlying net assets of its operations to the U.S. dollar. Movements in exchange rates used to translate foreign currencies into U.S. dollars may have a significant impact on the Diageo Group's reported results of operations from year to year. Exchange rate fluctuations may also expose the Diageo Group to increased interest expense on borrowings denominated in currencies which appreciate against U.S. dollars. As a result, the Diageo Group's business and financial results may be materially adversely affected by fluctuations in exchange rates.

In addition, the Diageo Group may be adversely impacted by fluctuations in interest rates, mainly through increased interest expense. Accommodative monetary policy had generally made borrowings less expensive in the markets in which the Diageo Group operates until recent years. However, the global economy has experienced persistently high levels of inflation, while benchmark interest rates, such as the UK base rate, have risen. Such inflationary pressures stem

from and are compounded by ongoing disruptions in the global supply chain due to geopolitical tensions, including the conflicts in Ukraine and the Middle East and rising energy prices (particularly for oil and gas). As a result, the availability and prices of inputs available to the Diageo Group from its first- and second-tier suppliers are expected to be volatile and inflationary pressures more broadly are expected to persist. As a result, market expectations are currently that benchmark interest rates could continue to rise and may be accompanied by other measures to reverse accommodative policy, such as quantitative tightening. Sharp increases and/or unexpected moves in interest rates due to any of the foregoing factors could have macroeconomic effects that materially adversely affect the Diageo Group's business and its financial results. In particular, rising interest rates could lead to a material increase in the Diageo Group's funding costs. In addition, if there is an extended period of constraint in the capital markets and, at the same time, cash flows from the Diageo Group's business are under pressure, the Diageo Group's ability to fund its long-term strategies may be materially adversely impacted.

*Any failure by the Diageo Group to execute its strategic business transformation projects could adversely affect the Diageo Group's business processes, or operating and financial performance*

Failure to execute strategic business transformation projects effectively, namely the implementation of SAP S/4 Hana, the Spirit of Progress ESG action plan and the supply chain agility programme, could result in delays or changes to their expected benefits or negatively affect the Diageo Group's ability to continuously improve its internal control and reporting environment. Any delay or disruption in the Diageo Group's strategic business transformation projects may have a negative impact on its critical business processes or on its operating and financial performance. As the external environment continues to change, including those changes driven by evolving stakeholder expectations, consumer behaviours and preferences, and heightened regulatory requirements, the ambition and objectives of the Diageo Group's strategic transformation initiatives may need to adapt, which may require new and different capabilities and skills within its workforce and may negatively impact its ability to deliver the anticipated benefits in the time period expected, or at all. Given the state of volatility and disruption in the external environment in recent years and the increased pace of change being experienced in the business and industry in which the Diageo Group operates, the Diageo Group has been very focused on ensuring it has the right skills and human resources to deliver its strategic business transformation initiatives. However, failure to have the right strategic partnerships and talent in key positions to deliver and sustain these initiatives going forward may result in delays, unforeseen costs and other disruptions to the Diageo Group's business, competitive positioning and financial performance.

*The Diageo Group's operations and financial results may be adversely affected by movements in the value of assets and liabilities related to its pension plans*

The Diageo Group operates a number of pension plans throughout the world, which vary in accordance with local conditions and practices. The majority of these pension plans are defined benefit plans and are funded by payments to separately administered trusts or insurance companies. The ability of these pension plans to meet their pension obligations may be affected by, among other things, the performance of assets owned by these pension plans, the liabilities in connection with the pension plans, the underlying actuarial assumptions used to calculate the surplus or deficit in the plans, in particular the discount rate and long term inflation rates used to calculate the liabilities of the pension funds, and any changes in applicable laws and regulations. If there are significant declines in financial markets and/or deterioration in the value of fund assets or changes in discount rates or inflation rates, the Diageo Group may need to make substantial

contributions to these pension funds in the future which could have a material adverse effect on the Diageo Group's results of operation and financial condition.

Furthermore, if the market values of the assets held by the Diageo Group's pension funds decline, the valuations of assets by the pension trustees decline or the valuation of liabilities in connection with pension plans increase, pension expenses may increase which, as a result, could materially adversely affect the Diageo Group's financial position. There is no assurance that interest rates or inflation rates will remain constant, that pension fund assets can earn the assumed rate of return annually or that the value of liabilities will not fluctuate significantly. The Diageo Group's actual experience may also be significantly more negative than the assumptions used.

### **3. Legal and regulatory risk**

*The Diageo Group is subject to tax uncertainties, including changes in tax obligations, tax laws, regulations and interpretations, as well as enforcement actions by tax authorities*

Changes in the political and economic climate have resulted in an increased focus on tax collection in recent years, leading to greater uncertainty for multinational groups such as the Diageo Group. In recent years, tax authorities have shown an increased appetite to challenge the methodology used by multinational enterprises, even where an enterprise complies with international best practice guidelines. Changes in tax law (including tax rates), tax treaties, accounting policies and accounting standards, including as a result of the Organisation for Economic Co-operation and Development's review of base erosion and profit shifting and the European Union's anti-tax abuse measures, combined with increased investments by governments in the digitisation of tax administration, could also result in increased levels of audit activity, investigations, litigation or other actions by relevant tax authorities. The Diageo Group also operates in a large number of jurisdictions with complex tax and legislative regimes and whose related laws and regulations are open to subjective interpretation. These countries include Brazil, India and countries in East Africa, where the Diageo Group is currently involved in a large number of tax cases, including some cases that could potentially create significant exposure or liability for the Diageo Group. The Diageo Group may be subject to further future tax assessments in these jurisdictions based on the same or similar matters. Assessing the potential financial exposure arising from these and other cases is particularly challenging due to the uncertain fiscal environment in these jurisdictions. Any such investigations, litigation or other actions may result in damages, penalties or fines as well as reputational damage to the Diageo Group or its brands and, as a result, adversely impact the Diageo Group's business and financial results. For additional information with respect to legal proceedings, including the potential tax liabilities in Brazil and India, see note 14 to the 2024 Half Year Results.

Beverage alcohol products are also subject to national excise taxes, import duties, sales or value-added taxes and other types of direct and indirect taxes in most countries around the world, most of which are specific to individual jurisdictions. Increases in any such taxes, or the imposition of new taxes, have had and could continue to have a material adverse impact on the Diageo Group's revenue from sales or its margin, either through reducing the overall level of beverage alcohol consumption, having a disproportionate impact on certain categories and/or by encouraging consumers to switch to lower-taxed categories of beverage alcohol. In addition to the above, other significant changes in tax law, tax treaties, related accounting policies and accounting standards could also increase the Diageo Group's cost of doing business and lead to a rise in the Diageo

Group's effective tax rate and/or unexpected tax exposures, thus adversely affecting the Diageo Group's business and financial results.

*The Diageo Group is subject to litigation specifically directed at the beverage alcohol industry, as well as to other litigation*

The Diageo Group and other companies operating in the beverage alcohol industry are, from time to time, exposed to class action or other private or governmental litigation and claims relating to product liability, alcohol marketing, advertising or distribution practices, alcohol abuse problems or other health consequences arising from the excessive consumption of or other misuse of alcohol, including underage drinking. The Diageo Group may also be subject to litigation arising from legacy and discontinued activities, as well as other litigation in the ordinary course of its operations, including in connection with commercial disputes and the acquisition or disposal of businesses or other assets. The Diageo Group is further subject to the risk of litigation, enforcement or other regulatory actions by tax, customs, competition, environmental, anti-corruption and other relevant regulatory authorities, including with respect to the methodology for assessing importation value, transfer pricing or compliance matters. The Diageo Group's listing in the United States may also expose it to a higher risk of securities-related class action suits, particularly following any significant decline in the price of the Diageo Group's securities. Any such litigation or other actions may be expensive to defend and result in damages, penalties or fines as well as reputational damage to the Diageo Group or its brands, and/or impact the ability of management to focus on other business matters, and may adversely affect the Diageo Group's business and financial results. For additional information with respect to legal proceedings, see note 14 to the 2024 Half Year Results.

*Regulatory decisions and changes in the legal and regulatory environment could increase the Diageo Group's costs and liabilities or limit its business activities*

The Diageo Group's operations are subject to extensive regulatory requirements relating to production, distribution, importation, marketing, advertising, sales, pricing, labelling, packaging, product liability, antitrust, labour, pensions, compliance and control systems, and environmental issues. Changes in any such applicable laws, regulations or governmental or regulatory policies and/or practices could cause the Diageo Group to incur material additional costs or liabilities that could adversely affect its business. In particular, governmental bodies in jurisdictions where the Diageo Group operates may impose new product, production or labelling requirements (for example, Ireland from 2026), limitations on the marketing, advertising and/or promotion activities used to market beverage alcohol, restrictions on retail outlets, restrictions on importation and distribution or other restrictions on the locations or occasions where beverage alcohol is sold which directly or indirectly limit the sales of the Diageo Group's products. Regulatory authorities under whose laws the Diageo Group operates may also have enforcement power that can subject the Diageo Group to actions such as product recalls, product seizures or other sanctions, which could have an adverse effect on the Diageo Group's sales or damage its reputation.

The Diageo Group is also subject to antitrust and competition laws in many of the jurisdictions in which it operates. In a number of these jurisdictions, there has been an increase in the enforcement of these laws during recent years. Should this trend continue, this may, among other things, result in increased regulatory scrutiny of the Diageo Group, potential reputational damage and/or increased costs related to compliance.

The Diageo Group is required to comply with data privacy laws and regulations in many of the markets in which it operates. For example, the Diageo Group is subject to the General Data Protection Regulation (“**GDPR**”) in the European Union, the United Kingdom General Data Protection Regulation (“**UK GDPR**”), data privacy legislation in the United States, the Personal Information Protection Law (“**PIPL**”) in China and the Digital Personal Data Protection Act 2023 (“**DPDP**”) in India. Breach of any of these laws or regulations could lead to significant penalties (including, under the GDPR and the UK GDPR, a fine of up to 4% of annual global turnover), other types of government enforcement actions, private litigation and/or damage to the Diageo Group’s reputation, as well as impact the Diageo Group’s ability to deliver on its digital productivity and growth plans.

In many of the markets in which the Diageo Group operates, the overall legal and regulatory landscape has become more complex in recent years and changes to the regulatory environment in which the Diageo Group operates could also cause the Diageo Group to incur material additional costs or liabilities, which could adversely affect the Diageo Group’s business and financial performance. For additional information on the increased complexity of the legal and regulatory landscape, see the risk factor entitled “*Climate change, or legal, regulatory or market measures to address climate change or other environmental concerns, may negatively affect the Diageo Group’s business or operations, and water scarcity or water quality issues could negatively impact the Diageo Group’s production costs and capacity*” below.

*Any failure by the Diageo Group to comply with anti-corruption laws, anti-money laundering laws, economic sanctions laws, trade restrictions or similar laws or regulations, or any failure of the Diageo Group’s related internal policies and procedures designed to comply with applicable law, may have a material adverse effect on the Diageo Group’s business and financial results, the Diageo Group’s reputation and the price of the Diageo Group’s securities*

The Diageo Group produces and markets its products on a global scale, including in certain countries that, as a result of political and economic instability, a lack of well-developed legal systems and/or potentially corrupt business environments, have a higher level of corruption risk than other countries. There is increasing scrutiny and enforcement by regulators in many jurisdictions of anti-corruption laws, including pursuant to the US Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, and certain jurisdictions’ equivalent local laws. Such enforcement has been enhanced by applicable regulations in the United States, which offer substantial financial rewards to whistleblowers for reporting information that leads to monetary fines, and the UK, which has enacted the Economic Crime and Corporate Transparency Act 2023 introducing a new corporate criminal offence of failure to prevent fraud.

If the Diageo Group or any of its associates fails to comply with anti-corruption laws (including anti-bribery laws), anti-money laundering laws or with existing or new economic sanctions or trade restrictions imposed by the United States, the European Union, the UK or other national or international authorities that are applicable to the Diageo Group or its associates, including any sanctions introduced in response to Russia’s invasion of Ukraine, the Diageo Group may be exposed to the costs associated with investigating potential misconduct as well as significant financial penalties and/or reputational damage.

While the Diageo Group has implemented and maintains internal practices, procedures and controls designed to ensure compliance with anti-corruption laws, sanctions, trade restrictions or similar laws and regulations, and routinely conducts investigations, either at its own initiative or in

response to requests from regulators in connection with compliance with such internal controls, there is no guarantee that such procedures will be effective in preventing compliance failures at the Diageo Group or at third parties with whom the Diageo Group maintains business relationships. In addition, any lack of an embedded business integrity culture and associated control framework in any market could increase the risk of non-compliance with relevant laws and regulations.

Any investigations and lawsuits, regardless of the ultimate outcome of the proceeding, are time consuming and expensive and can divert the time and effort of the Diageo Group's personnel, including senior management, from its business. Adverse publicity, legal and enforcement proceedings, and enhanced government scrutiny can also have a negative impact on the Diageo Group's reputation. To the extent that violations of anti-corruption, sanctions and/or trade restriction laws and regulations, and/or the Diageo Group's internal policies and procedures, are found, or if the Diageo Group's internal policies and procedures are found not to comply with applicable law, possible regulatory sanctions, fines and other penalties or consequences, including reputational damage, may also be material. For additional information with respect to legal proceedings, see note 14 to the 2024 Half Year Results.

*The Diageo Group may not be able to protect its intellectual property rights*

Given the importance of brand recognition to its business, the Diageo Group has invested considerable effort in protecting its intellectual property rights, including trademark registration and domain names. The Diageo Group's patents cover some of its process technology, including some aspects of its bottle marking technology. The Diageo Group also uses security measures and agreements to protect its confidential information and trade secrets. However, the Diageo Group cannot be certain that the steps it has taken will be sufficient or that third parties will not infringe on or misappropriate its intellectual property rights in its brands or products or, indeed, that the Diageo Group will not inadvertently infringe a third party's intellectual property rights. Moreover, some of the countries in which the Diageo Group operates offer less intellectual property protection than Europe or North America. Given the attractiveness of the Diageo Group's brands to consumers, it is not uncommon for counterfeit products to be manufactured and traded in certain jurisdictions. The Diageo Group cannot be certain that the steps it takes to assist the authorities to prevent, detect and eliminate counterfeit products will be effective in preventing material loss of profits or erosion of brand equity resulting from lower quality or even dangerous counterfeit products reaching the market. If the Diageo Group is unable to protect its intellectual property rights against infringement or misappropriation, this could materially harm its future financial results and ability to develop its business.

#### **4. Internal control risk**

*Defective internal controls could adversely affect the Diageo Group's financial reporting and management processes, as well as the accuracy of public disclosures*

The Diageo Group has in place internal control and risk management systems in relation to its financial reporting process and its process for the preparation of consolidated financial statements. In addition, management undertakes a review of the consolidated financial statements in order to ensure that the financial position and results of the group are appropriately reflected therein. The Diageo Group is required by the laws of various jurisdictions to publicly disclose its financial results, as well as developments that could materially affect its financial

results. Accurate disclosures provide investors and other market professionals with information to understand the Diageo Group's business. In addition, the reliability of financial reporting is important in ensuring that the business' management and its results are based on reliable data.

Regulators routinely review the financial statements of listed companies such as the Diageo Group for compliance with existing, new or revised accounting and regulatory requirements. Should the Diageo Group be subject to an investigation into potential non-compliance with accounting and disclosure requirements or be found to have breached any such requirements, this may, among other things, lead to restatements of previously reported results, significant penalties, public censure and/or litigation. Any such regulatory action could adversely affect the Diageo Group's business and financial results, reputation and the price of the Diageo Group's securities. In addition, defective internal controls could result in inaccuracies or lack of clarity in public disclosures and could result in a material misstatement of financial reporting. This could create market uncertainty regarding the reliability of the data presented and have an adverse impact on the Diageo Group's reputation and the price of the Diageo Group's securities.

*The Diageo Group may be adversely affected by cyber-attacks and IT threats or other disruptions to core business operations including manufacturing and supply, business service centres and/or information systems*

The Diageo Group relies on information technology ("IT") systems, networks and services, including internet sites, data hosting and processing tools, hardware (including laptops and mobile devices), software, and technical platforms and applications, to process, store and transmit large amounts of data and to help it manage its business. The Diageo Group uses its IT systems, networks and services for, among other key business functions, the hosting of its primary and brand-specific websites and its internal network and communications systems; supply and production planning, execution and shipping; the collection and storage of customer, consumer, investor relations and employee data; processing various types of transactions, including summarising and reporting its results of operations; the development and storage of strategic corporate plans; and ensuring compliance with various legal, regulatory and tax requirements. As with all large systems, the Diageo Group's IT systems, including those managed or hosted by third parties, could be subject to sophisticated cyber-attacks (including phishing and ransomware attacks). IT threats by external or internal parties intent on disrupting production or other business processes or otherwise extracting or corrupting information, or other cyber incidents such as the CrowdStrike incident in July 2024 where computers were affected on a global basis (including at Diageo). The sophistication of cybersecurity threat actors also continues to grow and evolve, including the risks associated with emerging technologies, such as artificial intelligence used for nefarious purposes. In recent years, ransomware attacks against some of Diageo's peers have become more frequent, which has increased the likelihood of Diageo being targeted for a similar cyber-attack. The Diageo Group's vulnerability to such cyber-attacks could also be increased due to a significant proportion of its employees working remotely. Unauthorised access to the Diageo Group's IT systems could disrupt the Diageo Group's business, including its beverage alcohol and other production capabilities, and/or lead to theft, loss or misappropriation of critical assets or to outside parties having access to confidential or even highly confidential information, including privileged data, personal data or strategic information of the Diageo Group and its current or former employees, customers and consumers. Such information could also be made public in a manner that harms the Diageo Group's reputation and financial results and, particularly in the case of personal data, could lead to regulators imposing significant fines on the Diageo Group.

The Diageo Group's use of shared business services centres, located in Hungary, Colombia, the Philippines and India, to deliver transaction processing activities for markets and operational entities also means that any sustained disruption to a centre or issue impacting the reliability of the information systems used could impact a large portion of the Diageo Group's business operations. The captive shared business services centres in Hungary and India also perform certain central finance activities, including elements of financial planning and reporting, treasury and HR services. Any transitions of transaction processes to, from or within shared business services centres, as well as other projects which impact the Diageo Group's IT systems, could lead to business disruption. In addition, if the Diageo Group does not allocate and properly manage the resources necessary to build, sustain and protect these centres or its wider IT systems, it could be subject to losses attributable to processing inefficiencies, the unexpected failure of computer systems, devices and software used by its IT platforms, production or supply chain disruptions, the unintended disclosure of sensitive business or personal data and the corruption or loss of accounting data necessary for it to produce accurate and timely financial reports. In certain circumstances, such disruptions or failures could also result in property damage, breaches of regulations, litigation, legal liabilities and reparation costs, thereby having a material adverse effect on the Diageo Group's business and financial results.

*Loss, operational disruptions to or closure of a production site, office or other key facility due to unforeseen or catastrophic events or otherwise, could have a material adverse effect on the Diageo Group's business and financial results*

International and domestic security risks including terrorism and military conflicts, as well as natural hazards, also pose a threat to the safety of the Diageo Group's employees and third parties at its offices, sites and events, as well as its property and products. The Diageo Group operates production facilities around the world. If there was a technical failure, or a fire, explosion, flood or other significant event, at one or more of the Diageo Group's production facilities, this could result in significant damage to the facilities, plant or equipment, their surroundings and/or the local environment and/or injury or loss of life. Such an event could also lead to a loss of production capacity, result in regulatory action or legal liability, and/or damage the Diageo Group's reputation.

The Diageo Group has a substantial inventory of aged product categories, including Scotch whisky, which may mature over periods of up to 30 years or more. A substantial portion of this maturing inventory is stored in Scotland, and the loss through contamination, fire or other natural disaster of all or a portion of the stock of any one of those aged product categories, including as a result of climate change related severe weather events, could result in a significant reduction in supply of those products, and consequently, the Diageo Group would not be able to meet consumer demand for those products as such demand arises. There can be no assurance that insurance proceeds would cover the replacement value of the Diageo Group's maturing inventory or other assets in the event that such assets were lost due to contamination, fire or natural disasters, destruction resulting from negligence or the acts of third parties, or any failure of information systems or data infrastructure.

## **5. Environmental, social and governance risks**

*Climate change, or legal, regulatory or market measures to address climate change or other environmental concerns, may negatively affect the Diageo Group's business or operations, and water scarcity or water quality issues could negatively impact the Diageo Group's production costs and capacity*

Climate change is occurring around the world as a result of carbon dioxide and other greenhouse gases in the atmosphere having an adverse effect on global temperatures, weather patterns and the frequency and severity of extreme weather-related events and disasters. To the extent that weather patterns and climate change, or legal, regulatory or market measures enacted to address such climate change or other environmental concerns, have a negative effect on agricultural productivity in the various regions from which the Diageo Group procures its raw materials, the Diageo Group may be subject to decreased availability of, or increased prices for, a number of raw materials that are necessary in the production of the Diageo Group's products, including wheat, maize, barley, sugar cane/molasses, vanilla, agave, rice, grapes, sorghum, and aniseed. Severe weather events or changes in the frequency or intensity of weather events could also pose physical risks to the Diageo Group's production facilities, impair the Diageo Group's production operations or disrupt the Diageo Group's supply chain, which may affect production operations, delivery of its products to customers and insurance costs and coverage. For example, a number of the Diageo Group's distilleries in Scotland are in lower coastal areas and, as a result, may suffer disruption due to coastal flooding and/or storms. Climate change and geographic limitations related to production may also expose the Diageo Group to water scarcity and quality risks due to the water required to produce its products, including water consumed in the agricultural supply chain. If climate change leads to droughts or water over-exploitation or has a negative effect on water availability or quality in areas that are part of the Diageo Group's supply chain, the price of water may increase in certain areas and certain jurisdictions may adopt regulations restricting the use of water or enact other unfavourable changes.

Water, which is the main ingredient in virtually all of the Diageo Group's products and a major component within its agricultural supply chain, is also a limited resource in many parts of the world. As demand for water continues to increase, and as water becomes scarcer and the quality of available water deteriorates, including as a result of climate change, the Diageo Group may be affected by increased production costs (including as a result of increases in certain water-related taxes or related regulations), capacity constraints, or requests to cease production entirely in water-stressed areas, which in turn could adversely affect the Diageo Group's business, financial results and reputation. A number of the Diageo Group's production sites are in water-stressed areas and may be exposed to potential disruption if demand for water exceeds the available amount during a certain period or if the poor quality of available water restricts its use.

In addition, a failure by the Diageo Group to respond appropriately to increased governmental or public pressure for further reductions in greenhouse gas emissions, water usage and/or to address any other perceived environmental issues could damage the Diageo Group's reputation. Increased governmental or public pressure for further reductions in greenhouse gas emissions or water usage may also cause the Diageo Group to incur increased costs for energy, transportation and raw materials, as well as potentially require the Diageo Group to make additional investments in facilities and equipment, thus adversely impacting the Diageo Group's business and financial results. As governments and business take action to reduce or mitigate the effects of climate change, the Diageo Group and its supply chain are expected to incur increased costs, including those associated with required improvements to energy usage in agriculture and glass manufacturing, water efficiency and usage, land practices and competition for land from food crops, the rising cost of natural gas and rising worldwide carbon prices. It is possible these costs increase beyond what is currently expected or that other categories of costs increase unexpectedly, either or both of which could have an adverse impact on the Diageo Group's financial results.

The Diageo Group is also required to report greenhouse gas emissions, energy usage data and related environmental information to a variety of entities, and comply with the European Union Emissions Trading Scheme. Regulators in various jurisdictions, including Europe, the United States and the UK have focused efforts on increased disclosures related to ESG matters, including climate change and mitigation efforts and these regulations (if adopted) could expand the nature, scope and complexity of matters that companies are required to control, assess and report. This will require the Diageo Group to make additional investments and implement new practices and reporting processes, and will entail additional compliance risk. Disparate and evolving standards for identifying, measuring and reporting ESG metrics, including ESG-related disclosures that may be required by the US Securities and Exchange Commission, the FCA, and European and other regulators, will likely lead to a significant increase in compliance burdens and associated regulatory and reporting costs and complexity. Furthermore, while ESG reporting has improved, data remains of limited quality and consistency and is more uncertain than historical financial information. ESG data, methodologies and standards may evolve over time in line with market practice, regulation, or owing to scientific developments. The use of inconsistent or incomplete data and models could result in sub-optimal decision making. If the Diageo Group is unable to accurately measure and disclose required ESG-related data in a timely manner, it could be subject to penalties in certain jurisdictions.

The Diageo Group's operations are also subject to environmental regulations by national, regional and local agencies, including, in certain cases, regulations that impose liability without regard to fault. These regulations can result in liability that might adversely affect the Diageo Group's operations and financial condition. As regulators in the Diageo Group's markets continue to respond to rising concerns about the impact of climate change and other environmental threats, regulation and enforcement is becoming stricter. There can be no assurance that the Diageo Group will not incur a substantial liability or that applicable laws and regulations will not change or become more stringent in the future.

*The Diageo Group may incur significant cost in connection with attempting to achieve its ESG ambitions, and may be subject to increased scrutiny and reputational risk if it is unable to make sufficient progress against or achieve its objectives*

The Diageo Group has articulated certain ESG ambitions as part of its "Spirit of Progress" targets and is undertaking a number of strategic and operational initiatives in order to achieve those ambitions. In addition, from time to time, the Diageo Group may introduce new initiatives in the future to make progress against those targets, as well as to address other ESG-related issues that arise. The Diageo Group expects to incur significant costs and investments in connection with any such initiatives (including those related to human resources, technology, capital projects and operations), and as a result of compliance with new laws, regulations, reporting frameworks and industry practices. Consistent with many companies across the alcohol beverage industry, the Diageo Group expects that future innovations and technological improvement, and increased collaboration with governments and other businesses, including those within the alcohol beverage industry which may compete with Diageo, will be required in order to achieve and sustain its ESG-related ambitions. In addition, the data, methodologies and standards that the Diageo Group has used to develop its targets will likely evolve over time. Any changes could result in revisions to the Diageo Group's internal frameworks and reported data, and could mean that reported figures are not reconcilable or comparable year on year.

Furthermore, the Diageo Group's own current expectations with respect to its expected pathway to achieve its Spirit of Progress ambitions (including achieving "net zero") are subject to change

as underlying assumptions and its own operations change over time, including as a result of new information, changed expectations and innovation. In the event that the Diageo Group is unable to make sufficient progress in a timely manner or achieve its ESG-related ambitions, it may be subject to additional scrutiny and criticism, and may face regulatory censure and/or fine. In addition, stakeholders and others who disagree with the Diageo Group's approach may speak negatively or advocate against the Diageo Group or its products with the potential to harm the Diageo Group's reputation or business through negative publicity, adverse government treatment, product boycotts or other means. The Diageo Group could suffer reputational damage and a loss of trust from consumers, investors and other stakeholders, and/or the price of the Diageo Group's securities could be adversely affected, if the Diageo Group fails to achieve any of these goals for any reason or is otherwise perceived to be failing to act responsibly with respect to the environment or to effectively respond to regulatory requirements concerning climate change.

**B. Risks which are specific and material to the Notes including the guarantees and which are material for the purpose of assessing the market risks associated with the Notes including the guarantees**

**6. Risks related to the nature of the Notes**

*Because Diageo is a holding company and currently conducts its operations through subsidiaries, your right to receive payments on the Notes or the guarantees in respect of the Notes is subordinated to the other liabilities of Diageo's subsidiaries*

Diageo is organised as a holding company, and substantially all of its operations are carried on through subsidiaries. Diageo had guaranteed a total of £20,676 million of debt as of 31 December 2024. Diageo's ability to meet its financial obligations is dependent upon the availability of cash flows from its domestic and foreign subsidiaries and affiliated companies through dividends, intercompany advances, management fees and other payments. Diageo's subsidiaries are not guarantors of the Notes. Moreover, these subsidiaries and affiliated companies are not required to, and may not be able to, pay dividends to Diageo, which could limit the amount of funds available to meet the payment obligations of the Notes. Claims of the creditors of Diageo's subsidiaries have priority as to the assets of such subsidiaries over the claims of Diageo. Consequently, in the event of insolvency of Diageo, the claims of holders of the Notes would be structurally subordinated to the prior claims of the creditors of subsidiaries of Diageo.

In addition, some of Diageo's subsidiaries are subject to laws restricting the amount of dividends they may pay. For example, subsidiaries of Diageo incorporated under the laws of England and Wales and the law of Scotland may be restricted by law in their ability to declare dividends due to failure to meet requirements tied to net asset levels or distributable profits.

*Because the Notes are unsecured, and because there is no restriction on the amount or type of further securities or indebtedness that the Diageo Group may issue, guarantee or incur, your right to receive payments may be adversely affected*

The Notes are unsecured. The Notes are not subordinated to any of the Issuer or Diageo's other debt obligations and, therefore, they will rank equally with all of the Issuer and Diageo's other unsecured and unsubordinated indebtedness. There is no restriction on the amount or type of further securities or indebtedness that the Diageo Group may issue, incur or guarantee, as the case may be, that rank senior to, or pari passu with, the Notes. In addition, the Notes do not contain any restriction on the Diageo Group issuing securities that may have preferential rights to

the Notes or securities with similar or different provisions to those described therein. The terms of the Indenture also permit the Diageo Group to incur secured debt. As of 31 December 2024, none of the Diageo Group's net borrowings were secured by the assets of the Diageo Group. If the Issuer defaults on the Notes or Diageo defaults on its guarantees in respect of the Notes, or in the event of bankruptcy, liquidation or reorganisation, then, to the extent that the Issuer or Diageo grant any security over their assets, the assets that secure these debts will be used to satisfy the obligations under that secured debt before the Issuer or Diageo could make payment on the Notes or the guarantees in respect of the Notes, respectively. As a result, there may only be limited assets available to make payments on the Notes or the guarantees, respectively. If there is not enough collateral to satisfy the obligations of the secured debt, then the remaining amounts on the secured debt would share equally with all unsubordinated unsecured indebtedness. Furthermore, the issue or guaranteeing of any further unsecured securities or indebtedness which rank senior to, or pari passu with, the Notes, may also reduce the amount recoverable by the holders of the Notes upon bankruptcy, liquidation or reorganisation.

*Your rights as a holder of Notes may be inferior to the rights of holders of a different notes issued pursuant to the Indenture*

The Notes are governed by the Indenture. The Issuer may issue as many distinct series of debt securities under the Indenture as it wishes. The issue or guaranteeing of any such further securities or indebtedness may reduce the amount recoverable by holders of the Notes upon bankruptcy, liquidation or reorganisation, and may limit the Obligors' ability to meet obligations under the Notes or guarantees. The Issuer may issue a series of debt securities under the Indenture that provides holders with rights superior to the rights already granted to holders of the Notes. The Issuer could also in the future grant rights to holders of another existing series of debt securities issued pursuant to the Indenture that are superior to the rights of the holders of the Notes. This could have a material adverse impact on holders of the Notes as it could cause the Notes to decline in value due to the inferior rights of their holders.

*Should the Issuer default on the Notes, or should Diageo default on its guarantees in respect of the Notes, your right to receive payments on such Notes or guarantees may be adversely affected by applicable insolvency laws.*

Diageo is incorporated under the laws of England and Wales and the Issuer is incorporated under the laws of Delaware, United States. Accordingly, insolvency proceedings with respect to Diageo and the Issuer are likely to proceed under, and be governed by, the insolvency laws of the UK and the United States, respectively. The procedural and substantive provisions of UK insolvency laws are generally more favourable to secured creditors than comparable provisions of United States law. These provisions afford debtors and unsecured creditors only limited protection from the claims of secured creditors and it will generally not be possible for Diageo, the Issuer or other unsecured creditors to prevent or delay the secured creditors from enforcing their security to repay the debts due to them under the terms that such security was granted.

*The Notes may be subject to redemption by the Issuer*

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

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

*The secondary market generally*

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have an adverse effect on the market value of Notes.

*Modification, waivers and substitution*

The Indenture contains provisions for calling meetings of holders of the Notes to consider matters affecting their interests generally. These provisions permit defined majorities to bind all holders including holders who did not attend and vote at the relevant meeting and holders who voted in a manner contrary to the majority. To be bound in such a way could materially adversely affect the interests of holders who did not attend and vote at the relevant meeting or who voted in a manner contrary to the majority.

*Change of law*

The Indenture and the relevant terms and conditions of the Notes are based on New York law in effect as at the date of issue of the relevant Notes. No assurance can be given as to the impact of any possible judicial decision or change to New York law or administrative practice after the date of issue of the relevant Notes and any such change could materially adversely impact the value of any Notes affected by it. *Other parties*

The Issuer and Diageo may be a party to contracts with a number of other third parties that have agreed to perform services in relation to the Notes. For example, a paying agent has agreed to provide payment and calculation services in connection with the Notes. There is a risk that the relevant third parties may fail to perform adequately or at all under the relevant contracts, causing disruption to the services that such third parties have agreed to perform in relation to the Notes. For example the paying agent's failure to perform its payment services in respect of the Notes may result in a material adverse impact on the value of such Notes. A failure by the relevant third parties to perform may also require the Issuers and/or Diageo to source and agree replacement contracts with alternative third parties which could prolong any disruption and its impact.

*Exchange rate risks and exchange controls*

The Issuer will pay principal and interest on the Notes, and Diageo will make any payments under the guarantees, (the "**Currency**"). This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the

**“Investor’s Currency”**) other than the Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Currency or revaluation of the Investor’s Currency) and the risk that authorities with jurisdiction over the Investor’s Currency may impose or modify exchange controls. An appreciation in the value of the Investor’s Currency relative to the Currency would decrease (i) the Investor’s Currency equivalent yield on the Notes, (ii) the Investor’s Currency equivalent value of the principal payable on the Notes and (iii) the Investor’s Currency equivalent market value of the Notes.

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

*Interest rate risks*

In general, as market interest rates rise, notes bearing interest at a fixed rate generally decline in value because the premium, if any, over market interest rates will decline. Consequently, if investors purchase the Notes and market interest rates increase, the market value of the Notes may decline. Investment in the Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Notes.

*Credit ratings may not reflect all risks*

The credit ratings of the Notes are intended to reflect the Diageo Group’s ability to meet its payment obligations, generally and in respect of the Notes and the guarantees. They may not reflect the potential impact of all risks related to structure, market, and other factors that may affect the value of the Notes. If the potential impact of such risks is not reflected in the credit ratings of the Notes, and such potential impact, or part of it, later materialises, the credit rating could be suspended, reduced or withdrawn by the rating agency and the value of the Notes may be reduced. The credit ratings of the Notes is not a recommendation to buy, sell or hold the Notes and may be suspended, reduced or withdrawn by the rating agency at any time. If at any time a credit rating in respect of the Notes is suspended, reduced or withdrawn by a rating agency then the value of the Notes, and the Diageo Group’s other debt securities, could fall. In addition, U.S. federal regulations applicable to ratings agencies may change and lead to changes in the manner in which the ratings agencies conduct their business.

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

The list of registered and certified rating agencies published by ESMA on its website in accordance with the EU CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list.

Investors regulated in the UK are subject to similar restrictions under the UK CRA Regulation. As such, UK regulated investors are required to use, for UK regulatory purposes, ratings issued by a credit rating agency established in the UK and registered under the UK CRA Regulation, subject to certain exceptions. In the case of ratings issued by non-UK credit rating agencies, such non-UK credit ratings can either be endorsed by a UK registered credit rating agency or issued by a non-UK credit rating agency that is certified in accordance with the UK CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). In the case of non-UK ratings, for a certain limited period of time, transitional relief accommodates continued use, for regulatory purposes in the UK, of existing pre-2021 ratings, provided the relevant conditions are satisfied.

If the status of a rating agency rating the Instruments changes, EEA and UK regulated investors may no longer be able to use the rating for regulatory purposes and Instruments may have a different regulatory treatment. This may result in EEA and UK regulated investors selling the Instruments which may have an impact on the Instruments and any secondary market.

### PART 3: DESCRIPTION OF THE TERMS AND CONDITIONS OF THE NOTES

In this part of the Prospectus, the terms "**we**", "**our**" and "**us**" refer to the Obligors and "**you**" means direct holders and not street name or other indirect holders of the Notes. Indirect holders should read Part 4 ("*Provisions Relating to the Notes Whilst in Global Form*") of this Prospectus.

#### 1. INTRODUCTION

This part of the Prospectus describes the material provisions of the Indenture, the terms and conditions of the Notes and the guarantees in respect of the Notes. However, it does not describe every aspect of the Indenture, the terms and conditions of the Notes or the guarantees in respect of the Notes and is subject to and qualified in its entirety by reference to all the provisions of the Indenture, including some of the terms used in the Indenture. The meaning for only the more important terms is described.

Pursuant to an Agreement of Resignation, Appointment and Acceptance dated 16 October 2007 by and among, amongst others, Diageo, the Issuer, The Bank of New York and Citibank, N.A., The Bank of New York Mellon (the "**Trustee**") has become the successor trustee to Citibank, N.A., under the Indenture.

The Trustee has two main roles:

- first, it can enforce your rights against us if we default. There are some limitations on the extent to which the Trustee acts on your behalf, described under "*Default and Related Matters*" below; and
- second, the Trustee performs administrative duties for us, such as sending you interest payments, transferring your Notes to a new buyer if you sell them and sending you notices.

Diageo acts as the guarantor of the Notes issued under the Indenture. The guarantees are described further under "*Guarantees*", below.

The Indenture and its associated documents contain the full legal text of the matters described in this part of the Prospectus. The Indenture, the Notes and the guarantees in respect of the Notes are governed by New York law.

The Issuer may issue as many distinct series of notes under the Indenture as it wishes. This part of the Prospectus describes all material terms and conditions of the Notes that are common to all the Notes, unless otherwise indicated in Part 1 ("*Overview of the Notes*") of this Prospectus.

The Notes were issued only in fully registered form without interest coupons.

## 2. INTEREST

Definitions. In this Prospectus:

- a "**business day**" means any day, other than a Saturday or Sunday, that is not a day on which banking institutions are authorised or required by law or regulation to close in New York City or in the City of London.
- "**Treasury Rate**" means, with respect to any redemption date, the yield determined by Diageo in accordance with the following two paragraphs.

The Treasury Rate shall be determined by Diageo after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the redemption date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily) - H.15" (or any successor designation or publication) ("H.15") under the caption "U.S. government securities—Treasury constant maturities—Nominal" (or any successor caption or heading) ("H.15 TCM"). In determining the Treasury Rate, Diageo shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the redemption date to the applicable Par Call Date (the "Remaining Life"); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the applicable Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the redemption date.

If on the third business day preceding the redemption date H.15 TCM is no longer published, Diageo shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such redemption date of the United States Treasury security maturing on, or with a maturity that is closest to the applicable Par Call Date, as applicable. If there is no United States Treasury security maturing on the applicable Par Call Date, but there are two or more United States Treasury securities with a maturity date equally distant from the applicable Par Call Date, one with a maturity date preceding the applicable Par Call Date, and one with a maturity date following the applicable Par Call Date, Diageo shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, Diageo shall select from among these two or more United States Treasury securities the United States Treasury security that is trading

closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

Diageo's actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error.

The 2030 Notes will bear interest at a rate per annum of 5.125%, payable semi-annually in arrear on 15 February and 15 August of each year, commencing 15 February 2026. The 2035 Notes will bear interest at a rate per annum of 5.625%, payable semi-annually in arrear on 15 April and 15 October of each year, commencing 15 October 2025.

If any scheduled interest payment date is not a business day, we will pay interest on the next business day, but interest on that payment will not accrue during the period from and after the scheduled interest payment date. If the scheduled maturity date or date of redemption or repayment is not a business day, we may pay interest and principal and premium, if any, on the next succeeding business day, but interest on that payment will not accrue during the period from and after the scheduled maturity date or date of redemption or repayment.

The day count will be 30/360, following, unadjusted.

### **3. GUARANTEES**

The Notes will be fully and unconditionally guaranteed by Diageo as to the due and punctual payment of principal, premium (if any) and interest on the Notes, including any additional amounts and any and all other amounts under the Indenture, that may be payable, when and as such payments become due and payable, whether at maturity, upon redemption or declaration of acceleration, or otherwise.

### **4. OVERVIEW OF REMAINDER OF THIS DESCRIPTION**

The remainder of this part of the Prospectus describes:

- additional mechanics relevant to the Notes under normal circumstances, such as how you transfer ownership and where we make payments;
- your rights under several special situations, such as if we merge with another company, if we want to change a term of the Notes or if the Issuer wants to redeem the Notes (for tax reasons);
- your rights to receive payment of additional amounts due to changes in the withholding requirements of various jurisdictions;
- covenants contained in the Indenture that restrict our ability to incur liens and undertake sale and leaseback transactions;

- your rights if we default or experience other financial difficulties; and
- our relationship with the Trustee.

## **5. ADDITIONAL MECHANICS**

### **5.1 Exchange and Transfer**

You may have your Notes broken into more notes of smaller denominations or combined into fewer notes of larger denominations, as long as the total principal amount is not changed. This is called an exchange.

You may exchange or transfer registered Notes at the office of the Trustee. The Trustee acts as our agent for registering Notes in the names of holders and transferring registered Notes. We may change this appointment to another entity or perform the service ourselves. The entity performing the role of maintaining the list of registered holders is called the security registrar. It will also register transfers of registered Notes. However, you may not exchange registered Notes for bearer notes.

You will not be required to pay a service charge to transfer or exchange Notes, but you may be required to pay for any tax or other governmental charge associated with the exchange or transfer. The transfer or exchange of a registered Note will only be made if the security registrar is satisfied with your proof of ownership.

We may cancel the designation of any particular transfer agent. We may also approve a change in the office through which any transfer agent acts.

If the Issuer redeems fewer than all of the notes of a class of Notes, we may block the transfer or exchange of notes of those Notes during a specified period of time in order to freeze the list of holders to prepare the mailing. The period begins 15 days before the day we mail the notice of redemption and ends on the day of that mailing. We may also refuse to register transfers or exchanges of notes of those Notes selected for redemption. However, we will continue to permit transfers and exchanges of the unredeemed portion of any security being partially redeemed.

### **5.2 Payment and Paying Agents**

We will pay interest to you if you are a direct holder listed in the Trustee's records at the close of business on a particular day in advance of each due date for interest, even if you no longer own the security on the interest due date. That particular day, usually about two weeks in advance of the interest due date, is called the regular record date and is close of business on the business day immediately preceding each applicable interest payment date (or, if the Notes are held in definitive form, the 15th business day preceding each applicable interest payment date).

We will pay interest, principal and any other money due on the Notes at the corporate trust office of the Trustee in New York City. That office is currently located at The Bank of New York Mellon, 101 Barclay Street, New York, New York 10286. You must make arrangements to have your payments picked up at or wired from that office. We may also choose to pay interest by mailing checks. Interest on global securities will be paid to the holder thereof by wire transfer of same-day funds.

Holders buying and selling any Notes must work out between them how to compensate for the fact that we will pay all the interest for an interest period to the one who is the registered holder on the regular record date. The most common manner is to adjust the sales price of the relevant notes to pro rate interest fairly between buyer and seller. This pro-rated interest amount is called accrued interest.

**Street name and other indirect holders should consult their banks or brokers for information on how they will receive payments.**

We may also arrange for additional payment offices, and may cancel or change these offices, including our use of the Trustee's corporate trust office. These offices are called paying agents. We may also choose to act as our own paying agent. We must notify you of changes in the paying agents for any particular Notes.

### **5.3 Notices**

We and the Trustee will send notices only to direct holders, using their addresses as listed in the Trustee's records.

Regardless of who acts as paying agent, all money that we pay to a paying agent that remains unclaimed at the end of two years after the amount is due to direct holders will be repaid to us. After that two-year period, you may look only to us for payment and not to the Trustee, any other paying agent or anyone else.

### **5.4 Redemption of the 2030 Notes and the 2035 Notes**

We have the right to redeem the 2030 Notes and/or the 2035 Notes in whole or in part as set out below.

We have the right to redeem, in whole or in part, (i) the 2030 Notes at any time and from time to time prior to the 2030 Par Call Date (as defined below); and (ii) the 2035 Notes at any time and from time to time prior to the 2035 Par Call Date (as defined below), in each case at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of (1) 100% of the principal amount of such Notes plus accrued interest to but excluding the date of redemption and (2) (a) the sum of the present values of the remaining scheduled payments of principal and interest on such Notes as if the Notes to be redeemed matured on the applicable Par Call Date (as defined below) discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate, plus 20 basis points for the 2030 Notes and 20 basis points for the 2035 Notes, less (b) interest accrued to the date of redemption, plus, in each case, accrued interest to but excluding the date of redemption.

In addition, we have the right to redeem, in whole or in part: (i) the 2030 Notes at any time and from time to time on or after 15 July 2030 (the date that is one month prior to the stated maturity date of the 2030 Notes) (the "**2030 Par Call Date**") and (ii) the 2035 Notes at any time and from time to time on or after 15 January 2035 (the date that is three months prior to the stated maturity date of the 2035 Notes) (the "**2035 Par Call Date**" and, together with the 2030 Par Call Date each a "**Par Call Date**"), in each case at a redemption price equal to 100% of the principal amount of such Notes plus accrued interest to but excluding the date of redemption.

## 5.5 Further Issues

We may, without the consent of the holders of any series of Notes, issue additional notes having the same ranking and same interest rate, stated maturity date, redemption terms and other terms as the applicable series of Notes except for the price to the public and Issue Date. Any such additional notes, together with the applicable series of Notes, will constitute a single series of securities under the Indenture; provided that, if the additional notes are not fungible for U.S. federal income tax purposes with the Notes, the additional notes will have a separate CUSIP or other identifying number. The address of The Bank of New York Mellon, London Branch is 160 Queen Victoria Street, London EC4V 4LA. There is no limitation on the amount of notes or other debt securities that we may issue under the Indenture.

## 5.6 Book-Entry Issuance, Settlement and Clearance

Book-entry interests in the Notes have been issued in minimum denominations of \$200,000 and in integral multiples of \$1,000 in excess thereof.

The principal corporate trust office of the Trustee in the City of London has been designated as the principal paying agent. We may at any time designate additional paying agents or rescind the designation of paying agents or approve a change in the office through which any paying agent acts. The Notes were issued in fully registered form. Each series of the Notes is represented by one or more global securities registered in the name of a nominee of DTC. You hold beneficial interest in the Notes through DTC and its direct and indirect participants, including Euroclear and Clearstream Luxembourg, and DTC and its direct and indirect participants record your beneficial interest on their books. Indirect holders trading their beneficial interests in the Notes through DTC must trade in DTC's same-day funds settlement system and pay in immediately available funds. Secondary market trading through Euroclear and Clearstream, Luxembourg will occur in the ordinary way following the applicable rules and operating procedures of Euroclear and Clearstream, Luxembourg.

We will not issue certificated notes except in limited circumstances that we explain under "*Legal Ownership—Global Securities—Special Situations When the Global Security Will Be Terminated*" in Part 4 below.

Payment of principal of and interest on the Notes, so long as the Notes are represented by global securities, as discussed below, will be made in immediately available funds. Beneficial interests in the global securities will trade in the same-day funds settlement system of DTC, and secondary market trading activity in such interests will therefore settle in same-day funds.

## 6. SPECIAL SITUATIONS

### 6.1 Mergers and Similar Events

We are generally permitted to consolidate or merge with another company or firm. We are also permitted to sell or lease substantially all of our assets to another firm or to buy or lease substantially all of the assets of another firm. However, we may not take any of these actions unless all the following conditions are met:

- where the Issuer merges out of existence or sells or leases its assets, the other firm may not be organized under a foreign country's laws (that is, it must be a corporation, partnership or trust organized under the laws of a U.S. state or the District of Columbia or under U.S. federal law) and it must assume the obligations on the debt securities;
- where Diageo merges out of existence or sells or leases its assets, the other firm must assume its obligations on the Notes or the guarantees in respect of the Notes (as applicable). The other firm's assumption of these obligations must include the obligation to pay the additional amounts described below under "*Payment of Additional Amounts*". If such other firm is organised under a foreign country's laws, it must indemnify you against any governmental charge or other cost resulting from the transaction;
- the merger, sale or lease of assets or other transaction must not cause a default on the Notes, and we must not already be in default. For the purposes of this no-default test, a default would include an event of default that has occurred and not been cured, as described below under "*Default and Related Matters*". A default for this purpose would also include any event that would be an event of default if the requirements for giving us default notice or our default having to exist for a specific period of time were disregarded; and
- it is possible that the merger, sale or lease of assets or other transaction would cause some of our property to become subject to a mortgage or other legal mechanism giving lenders preferential rights in that property over other lenders or over our general creditors if we fail to pay them back. We have promised to limit these preferential rights on our property, called liens, as discussed below under "*Covenants*". If a merger or other transaction would create any liens on our property, we must comply with that covenant. We would do this either by deciding that the liens were permitted, or by following the requirements of the covenant to grant an equivalent or higher-ranking lien on the same property to you and the other direct holders of the Notes.

## 6.2 Modification and Waiver

There are three types of changes we can make to the Indenture and the Notes.

- (A) Changes Requiring Your Approval. First, there are changes that cannot be made to your Notes without your specific approval. The following is a list of those types of changes: (i) changing the stated maturity of the principal or interest on a Note; (ii) reducing any amounts due on a Note; (iii) changing any obligation of Diageo or the Issuer to pay additional amounts described later under "*Payment of Additional Amounts*"; (iv) reducing the amount of principal payable upon acceleration of the maturity of a Note following a default; (v) changing the place or currency of payment on a Note; (vi) impairing any of the conversion or exchange rights of your Note (if applicable); (vii) impairing your right to sue for payment, conversion or exchange; (viii) reducing the percentage of holders of Notes whose consent is needed to modify or amend the Indenture; (ix) reducing the percentage of holders of Notes whose consent is needed to waive compliance with various provisions of the Indenture or to waive various defaults; (x) modifying any other aspect of the provisions dealing with modification and waiver of the Indenture; and (xi) changing the obligations of Diageo (as guarantor) that relate

to payment of principal, premium and interest, sinking fund payments and conversion rights.

- (B) Changes Requiring a Majority Vote. The second type of change to the Indenture and the Notes is the kind that requires a vote in favour by holders of affected Notes owning a majority of the principal amount of the particular Notes affected. Most changes fall into this category, except for clarifying changes and other changes that would not adversely affect holders of those Notes in any material respect. The same vote would be required for us to obtain a waiver of all or part of the covenants described below, or a waiver of a past default. However, we cannot obtain a waiver of a payment default or any other aspect of the Indenture or the Notes in the first category described above unless we obtain your individual consent to the waiver.
- (C) Changes Not Requiring Approval. The third type of change does not require any vote by holders of affected Notes. This type is limited to clarifications and other changes that would not adversely affect holders of the affected Notes in any material respect.

Further Details Concerning Voting. When taking a vote, we will use the following rules to decide how much principal amount to attribute to a security:

- Notes will not be considered outstanding, and therefore not eligible to vote, if we have deposited or set aside in trust for you money for their payment or redemption. Notes will also not be eligible to vote if they have been fully defeased as described later under "*Defeasance and Discharge*", below.
- We will generally be entitled to set any day as a record date for the purpose of determining the holders of outstanding Notes that are entitled to vote or take other action under the Indenture. In limited circumstances, the Trustee will be entitled to set a record date for action by holders. If we or the Trustee set a record date for a vote or other action to be taken by holders of particular Notes, that vote or action may be taken only by persons who are holders of outstanding Notes of those Notes on the record date and must be taken within 180 days following the record date or another period that we may specify (or as the Trustee may specify, if it set the record date). We may shorten or lengthen (but not beyond 180 days) this period from time to time.

**Street name and other indirect holders should consult their banks or brokers for information on how approval may be granted or denied if we seek to change the Indenture or the Notes or request a waiver.**

### **6.3 Optional Tax Redemption**

We have the option to redeem affected Notes in the two situations described below. The redemption price for such Notes will be equal to the principal amount of the Notes being redeemed plus accrued interest and any additional amounts due on the date fixed for redemption.

Furthermore, we must give you between 10 and 60 days' notice before redeeming the relevant Notes.

The first situation is where, as a result of a change in, execution of or amendment to any laws, regulations or treaties or the application or official interpretation of any laws, regulations or treaties, either:

- Diageo or the Issuer, as the case may be, would be required to pay additional amounts as described later under "*Payment of Additional Amounts*"; or
- Diageo or any of its subsidiaries would have to deduct or withhold tax on any payment to the Issuers to enable them to make a payment of principal or interest on the affected Notes.

This applies only in the case of changes, executions or amendments in the jurisdiction where Diageo or the Issuer, as the case may be, is incorporated and/or resident. If Diageo or the Issuer is succeeded by another entity, the applicable jurisdiction will be the jurisdiction in which such successor entity is organised and/or resident, and the applicable date will be the date the entity became a successor.

We would not have the option to redeem in this case if we could have avoided the payment of additional amounts or the deduction or withholding by using reasonable measures available to us.

The second situation is where a person located outside of the United States into which Diageo or the Issuer, as the case may be, is merged or to whom it has conveyed, transferred or leased its property is required to pay an additional amount. We would have the option to redeem the Notes even if we are required to pay additional amounts immediately after the merger, conveyance, transfer or lease. We are not required to use reasonable measures to avoid the obligation to pay additional amounts in this situation.

## **7. PAYMENT OF ADDITIONAL AMOUNTS**

### **7.1 Diageo**

The government of any jurisdiction where Diageo is incorporated and/or resident may require Diageo to withhold amounts from payments on the principal or interest on a Note or any amounts to be paid under the guarantees in respect of the Notes, as the case may be, for taxes or any other governmental charges. If the jurisdiction requires a withholding of this type, Diageo may be required to pay you an additional amount so that the net amount you receive will be the amount specified in the Note to which you are entitled. However, in order for you to be entitled to receive the additional amount, you must not be resident in the jurisdiction that requires the withholding.

Diageo will not have to pay additional amounts under any of the following circumstances:

- the U.S. government or any political subdivision of the U.S. government is the entity that is imposing the tax or governmental charge;

- the tax or governmental charge is imposed only because the holder, or a fiduciary, settlor, beneficiary or member or shareholder of, or possessor of a power over, the holder, if the holder is an estate, trust, partnership or corporation, was or is connected to the taxing jurisdiction, other than by merely holding the Note or guarantee or receiving principal or interest in respect thereof. These connections include where the holder or related party:
  - is or has been a citizen or resident of the jurisdiction;
  - is or has been engaged in trade or business in the jurisdiction; or
  - has or had a permanent establishment in the jurisdiction;
- the tax or governmental charge is imposed due to the presentation of a Note, if presentation is required, for payment on a date more than 30 days after the Note became due or after the payment was provided for, whichever occurs later;
- the tax or governmental charge is on account of an estate, inheritance, gift, sale, transfer, personal property or similar tax or other governmental charge;
- the tax or governmental charge is for a tax or governmental charge that is payable in a manner that does not involve withholdings or deductions;
- the tax or governmental charge is imposed or withheld because the holder or beneficial owner failed to comply with any of the following requests of Diageo:
  - to provide information about the nationality, residence or identity of the holder or beneficial owner; or
  - to make a declaration or satisfy any information requirements, that the statutes, treaties, regulations or administrative practices of the taxing jurisdiction require as a precondition to exemption from all or part of such tax or governmental charge; or

the holder is a fiduciary, partnership or other entity that is not the sole beneficial owner of the payment of the principal of, or any interest on, any Note, and the laws of the jurisdiction require the payment to be included in the income of a beneficiary or settlor for tax purposes with respect to such fiduciary, a member of such partnership or a beneficial owner who would not have been entitled to such additional amounts had such beneficiary, settlor, member or beneficial owner been the holder of such Note. For the avoidance of doubt, any amounts to be paid by Diageo on the Notes or the guarantees will be paid net of any deduction or withholding imposed or required pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended, any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (**"FATCA Withholding"**). Diageo will not be required to pay additional amounts on account of any FATCA Withholding.

These provisions will also apply to any taxes or governmental charges imposed by any jurisdiction in which a successor to Diageo is organised.

In certain circumstances, payments made to holders of Notes may be subject to withholding or deduction for or on account of UK tax. These circumstances might include, for example, if payments are made on Notes that are not listed on a "recognised stock exchange" for UK tax purposes at the time of payment and no direction allowing relief under an appropriate double taxation treaty has been obtained. For more information, see the section entitled "United Kingdom Taxation" under Part 7 ("*Taxation*") of this Prospectus.

## **7.2 Diageo Investment Corporation**

United States federal, state or local governments may require the Issuer to withhold amounts from payments on the principal or interest on a Note for taxes or any other governmental charges. If a U.S. taxing authority requires a withholding of this type, the Issuer may be required to pay you an additional amount so that the net amount you receive will be the amount specified in the Note to which you are entitled. The Issuer will not, however, be required to pay you any additional amounts if you are:

- a citizen or resident of the United States;
- a corporation created or organized in or under the laws of the United States;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if a court within the United States is able to exercise primary supervision over the trust and one or more United States persons have the authority to control all substantive decisions of the trust.

The Issuer will not have to pay additional amounts under any of the following circumstances:

- The tax or governmental charge is imposed only because the holder, or a fiduciary, settlor, beneficiary or member or shareholder of, or possessor of a power over, the holder, if the holder is an estate, trust, partnership or corporation, was or is connected to the United States or any political subdivision or taxing authority thereof or therein, other than by merely holding the Note or guarantee or receiving principal or interest in respect thereof. These connections include where the holder or related party:
  - is or has been a citizen or resident of the United States;
  - is or has been engaged in trade or business in the United States; or
  - has or had a permanent establishment in the United States.
- The tax or governmental charge is imposed due to the presentation of the security for payment on a date more than 30 days after the security became due or after the payment was provided for, whichever occurs later.

- The tax or governmental charge is imposed because of the holder's present or former status as a personal holding company or a controlled foreign corporation for U.S. tax purposes, a foreign private foundation or other foreign tax exempt organization or a corporation that accumulates earnings to avoid U.S. federal income tax.
- The tax or governmental charge is on account of an estate, inheritance, gift, sale, transfer, wealth, personal property or similar tax or other governmental charge.
- The tax or governmental charge is for a tax or governmental charge that is payable in a manner that does not involve withholdings.
- The withholding or deduction is imposed on a holder or beneficial owner who could have avoided such withholding or deduction by presenting its Notes to another paying agent.
- The tax or governmental charge is imposed or withheld because of a failure to comply with any applicable certification, information, identification, documentation or other reporting requirements concerning the nationality, residence, identity or connection with the United States of the holder or beneficial owner of a security, when, without regard to any tax treaties, such compliance is required as a precondition to relief or exemption from such tax or governmental charge.
- The tax or governmental charge is imposed as a result of the receipt of interest by a person described in Sections 871(h)(3)(B) or 881(c)(3) of the Internal Revenue Code of 1986, as amended (or any successor provisions thereto).
- The holder is a fiduciary, partnership or other entity that is not the sole beneficial owner of the payment of the principal of, or any interest on, any Note, and the laws of the jurisdiction require the payment to be included in the income of a beneficiary or settlor for tax purposes with respect to such fiduciary, a member of such partnership or a beneficial owner who would not have been entitled to such additional amounts had such beneficiary, settlor, member or beneficial owner been the holder of such security. (*Section 1004*)

For the avoidance of doubt, any amounts to be paid by the Issuer on the Notes will be paid net of any FATCA Withholding. The Issuer will not be required to pay additional amounts on account of any FATCA Withholding.

## **8. COVENANTS**

### **8.1 Restrictions on Liens**

Some of Diageo's property may be subject to a mortgage or other legal mechanism that gives our lenders preferential rights in that property over other lenders, including you and the other direct holders of the Notes, or over our general creditors if we fail to pay them back. These preferential rights are called liens. Diageo promises that it and its restricted subsidiaries, which are defined below, will not become obligated on any new debt for borrowed money that is secured by a lien on any of its principal properties, which are defined below, or on any shares of stock of any of its restricted subsidiaries, unless it grants an equivalent or higher-ranking lien on the same property to you and the other direct holders of the Notes.

Diageo does not need to comply with this restriction if the amount of all debt that would be secured by liens on its principal properties and the shares of stock of Diageo's restricted subsidiaries, excluding the debt secured by the permitted liens that are listed below, is less than 15% of Diageo's consolidated shareholders' equity.

This restriction on liens applies, with certain exceptions, to liens for borrowed money. For example, several liens imposed by operation of law, such as liens to secure statutory obligations for taxes or workers' compensation benefits, or liens we create to secure obligations to pay legal judgments or surety bonds, are not covered by this restriction. This restriction on liens also does not apply to debt secured by a number of different types of liens, and we can disregard this debt when we calculate the limits imposed by this restriction. These types of liens include, among others, the following:

- any lien existing on or before the date of the Indenture;
- any lien arising by operation of law and not securing amounts more than 90 days overdue or otherwise being contested in good faith;
- any lien on a principal property, shares or stock of any restricted subsidiary, which becomes a restricted subsidiary after the date of the Indenture, arising prior to the date of the restricted subsidiary's becoming a restricted subsidiary, provided that such lien was not created in contemplation of such restricted subsidiary's becoming a restricted subsidiary;
- any lien over any principal property, or documents of title thereto, shares or stock of any restricted subsidiary that Diageo or any restricted subsidiary acquired as security for, or for indebtedness incurred, to finance all or part of the price of its acquisition, development, redevelopment, modification or improvement;
- any lien over any principal property, or documents of title thereto, shares or stock of any restricted subsidiary that Diageo or any restricted subsidiary acquired subject to the lien;
- any lien to secure indebtedness for borrowed money incurred in connection with a specifically identifiable project where the lien relates to a principal property involved in the project and that Diageo or any restricted subsidiary acquired after the date of the Indenture and the recourse of the creditors relating to the indebtedness is limited to the project and principal property;
- any lien securing indebtedness of Diageo or any restricted subsidiary for borrowed money incurred in connection with the financing of accounts receivable;
- any lien incurred or deposits made in the ordinary course of business;
- any lien on a principal property of Diageo or any restricted subsidiary in favour of the U.S. federal or any state government or the UK or any EU government or any instrumentality of any of them, securing the obligations of Diageo or any restricted subsidiary as a result of any contract;

- any lien securing industrial revenue, development or similar bonds issued by or for the benefit of Diageo or any of its restricted subsidiaries, provided that the industrial revenue, development or similar bonds are non-recourse to Diageo or the restricted subsidiary; and
- any extension, renewal or replacement or successive extensions, renewals or replacements, as a whole or in part, of any lien included earlier in this list.

## 8.2 Restrictions on Sales and Leasebacks

Diageo promises that neither it nor any of its restricted subsidiaries will enter into any sale and leaseback transaction involving a principal property unless we comply with this covenant. A sale and leaseback transaction is an arrangement between us or a restricted subsidiary and a bank, insurance company or other lender or investor where Diageo or the restricted subsidiary leases a property that Diageo or the restricted subsidiary has owned for more than six months and has sold to a lender or investor or to any person to whom the lender or investor has advanced funds on the security of the principal property.

Diageo can comply with this covenant in either of two different ways.

First, Diageo will be in compliance if it or its restricted subsidiary could grant a lien on the principal property in an amount equal to the indebtedness attributable to the sale and leaseback transaction without being required to grant an equivalent or higher-ranking lien to you and the other direct holders of the Notes under the restriction on liens described above.

Second, Diageo can comply if it invests an amount equal to at least the net proceeds of the sale of the principal property that it or its restricted subsidiary leases in the transaction or the fair value of that property, whichever is greater. This amount must be invested in any principal property or used to retire indebtedness for money that it or its restricted subsidiaries borrowed, incurred or assumed and that either has a maturity of 12 months or more from the date of incurrence of the indebtedness or has a maturity of less than 12 months from that date but is by its terms renewable or extendible beyond 12 months from that date at the option of the borrower, within one year of the transaction.

This restriction on sales and leasebacks does not apply to any sale and leaseback transaction that is between Diageo and one of its subsidiaries, or between one of Diageo's restricted subsidiaries and either Diageo or one of Diageo's other subsidiaries. It also does not apply to any lease with a term, including renewals, of three years or less.

As used in this Prospectus, “**principal property**” means a building or other structure or facility, and the land on which it sits and its associated fixtures that are located in the United States or the UK and Diageo or a restricted subsidiary owns or leases. The gross book value of the property must exceed 2% of Diageo's consolidated shareholders' equity. Any property or portion of any property is not a principal property if Diageo's board of directors:

- does not view it as materially important to the total business conducted by Diageo and its subsidiaries as an entirety; or

- does not view any portion of the property as materially important for the use of the property.

Diageo and its subsidiaries have no principal properties as of the date of this Prospectus.

As used in this Prospectus, “**restricted subsidiary**” means any subsidiary that has two characteristics. First, its assets and operations are substantially located within the United States or the UK. Second, it owns a principal property. However, a restricted subsidiary does not include two types of subsidiaries. It does not include a subsidiary that is primarily engaged in leasing or in financing instalment receivables or a subsidiary that primarily acts to finance the operations of Diageo and its consolidated subsidiaries.

### **8.3 Defeasance and Discharge**

We can legally release ourselves from any payment or other obligations on the Notes, except for various obligations described below, if we, in addition to other actions, put in place the following arrangements for you to be repaid:

- we must deposit in trust for your benefit and the benefit of all other direct holders of the relevant Notes a combination of money and U.S. government or U.S. government agency notes or bonds that will generate enough cash to make interest, principal and any other payments on the relevant Notes on their various due dates; and
- we must deliver to the Trustee a legal opinion of our counsel confirming that under current U.S. federal income tax law we may make the above deposit without causing you to be taxed on the relevant Notes any differently than if we did not make the deposit and just repaid the relevant Notes ourselves. We would not have to deliver this opinion if we received from, or there has been published by, the U.S. Internal Revenue Service a ruling that states the same conclusion.

However, even if we take these actions, a number of our obligations relating to the Notes will remain. These include the following obligations: (i) to register the transfer and exchange of Notes; (ii) to replace mutilated, destroyed, lost or stolen Notes; (iii) to maintain paying agencies; and (iv) to hold money for payment in trust.

## **9. PRESCRIPTION**

The Indenture, the Notes and the guarantees in respect of the Notes are governed by New York law. Under New York’s statute of limitations, any legal action upon the Notes or the guarantees must be commenced within six years after the applicable payment in respect thereof is due. Accordingly, claims in respect of principal and interest will become void unless made within the applicable time periods prescribed by New York’s statute of limitations.

## **10. DEFAULT AND RELATED MATTERS**

### **10.1 Ranking**

The Notes are not secured by any of our property or assets. Accordingly, your ownership of Notes means you are one of our unsecured creditors. The Notes are not subordinated to any of the

Issuer's other debt obligations and therefore they rank equally with all of the Issuer's other unsecured and unsubordinated indebtedness.

## 10.2 Events of Default

You will have special rights if an event of default occurs and is not cured, as described later in this subsection. The term event of default means any of the following:

- we do not pay the principal or any premium on a Note on its due date and, in the case of technical or administrative difficulties, only if such failure to pay persists for more than five days;
- we do not pay interest on a Note within 30 days of its due date;
- we do not deposit any sinking fund payment on its due date;
- we remain in breach of a covenant described above or any other term of the Indenture for 90 days after we receive a notice of default stating we are in breach. The notice must be sent by either the Trustee or holders of 10% of the principal amount of Notes of the affected class of Notes; or
- we file for bankruptcy or certain other events in bankruptcy, insolvency or reorganisation occur.

Remedies If an Event of Default Occurs. If an event of default has occurred and has not been cured, the Trustee or the holders of 25% in principal amount of the Notes of the affected may declare the entire principal amount of all the Notes to be due and immediately payable. This is called a declaration of acceleration of maturity. A declaration of acceleration of maturity may be cancelled by the holders of at least a majority in principal amount of the Notes of the affected Notes if certain conditions are met.

Except in cases of default, where the Trustee has some special duties, the Trustee is not required to take any action under the Indenture at the request of any holders unless the holders offer the Trustee reasonable protection from expenses and liability. This protection is called an indemnity. If reasonable Indemnity is provided, the holders of a majority in principal amount of the outstanding Notes of the relevant Notes may direct the time, method and place of conducting any lawsuit or other formal legal action seeking any remedy available to the Trustee. These majority holders may also direct the Trustee in performing any other action under the Indenture.

Before you bypass the Trustee and bring your own lawsuit or other formal legal action or take other steps to enforce your rights or protect your interests relating to the Notes, the following must occur:

- you must give the Trustee written notice that an event of default has occurred and remains uncured;
- the holders of 25% in principal amount of all outstanding Notes of the relevant Notes must make a written request that the Trustee take action because of the default, and must offer

reasonable indemnity to the Trustee against the cost and other liabilities of taking that action; and

- the Trustee must have not taken action for 60 days after receipt of the above notice and offer of indemnity and no direction inconsistent with the request described above may have been given to the Trustee during such 60-day period by the holders of a majority in principal amount of the outstanding Notes of the relevant Notes.

**Street name and other indirect holders should consult their banks or brokers for information on how to give notice or direction to or make a request of the Trustee and to make or cancel a declaration of acceleration.**

We will furnish to the Trustee every year a written statement of certain of our officers and directors certifying that, to their knowledge, we are in compliance with the Indenture and the Notes, or else specifying any default.

## **11. REGARDING THE TRUSTEE**

Diageo and several of its subsidiaries maintain banking relations with the Trustee in the ordinary course of their business.

If an event of default occurs, or an event that would be an event of default if the requirements for giving us default notice or our default having to exist for a specific period of time were disregarded occurs, the Trustee may be considered to have a conflicting interest with respect to the Notes or the Indenture for the purposes of the US Trust Indenture Act of 1939. In that case, the Trustee may be required to resign as trustee under the Indenture and we would be required to appoint a successor trustee.

## PART 4: PROVISIONS RELATING TO THE NOTES WHILST IN GLOBAL FORM

In this part of the Prospectus, the terms "**we**", "**our**" and "**us**" refer to the Obligors and "**you**" means direct holders and not street name or other indirect holders of the Notes. Indirect holders should carefully read this part of the Prospectus.

### 1. INTRODUCTION

The Notes were issued in the form of registered global notes that were deposited with DTC on the relevant issue date. This means that we did not issue certificates to each holder. We issued one global note with respect to the Notes to DTC, and DTC will keep a computerized record of its participants (including Euroclear and Clearstream, Luxembourg) whose clients have purchased the Notes. The participant will then keep a record of its clients who purchased the Notes. Unless it is exchanged in whole or in part for a certificated note, a global note may not be transferred, provided that DTC, its nominees, and their successors may transfer a global note as a whole to one another. We will not issue certificated notes except in limited circumstances that we explain under "*Legal Ownership*", below.

Beneficial interests in the global notes will be shown on, and transfers of the global notes will be made only through, records maintained by DTC and its participants. A description of DTC and its procedures is provided under "*Clearance and Settlement*", below.

We will wire principal and interest payments to DTC's nominee. We and the Trustee will treat DTC's nominee as the owner of the global notes for all purposes. Accordingly, we, the Trustee and any paying agent will have no direct responsibility or liability to pay amounts due on the global notes to owners of beneficial interests in the global note.

It is DTC's current practice, upon receipt of any payment of principal or interest, to credit direct participants' accounts on the payment date according to their respective holdings of beneficial interest in the global note as shown on DTC's records. In addition, it is DTC's current practice to assign any consenting or voting right to direct participants whose accounts are credited with notes on a record date, by using an omnibus proxy. Payments by participants to owners of beneficial interest in the global note, and voting by participants, will be governed by the customary practices between the participants and owners of beneficial interest, as is the case with notes held for the account of customers registered in "street name". However, payments will be the responsibility of the participants and not of DTC, the Trustee or us.

### 2. CLEARANCE AND SETTLEMENT

You hold your beneficial interest in the Notes through DTC and its participants, including Euroclear and Clearstream, Luxembourg. These systems have established electronic securities and payment transfer, processing, depository and custodial links among themselves and others, either directly or through custodians and depositories. These links allow securities to be issued, held and transferred among the clearing systems without the physical transfer of certificates.

Special procedures to facilitate clearance and settlement have been established among these clearing systems to trade securities across borders in the secondary market. Where payments for securities we issue in global form will be made in U.S. dollars (as is the case with the Notes),

these procedures can be used for cross-market transfers and the securities will be cleared and settled on a delivery against payment basis.

The policies of DTC, Clearstream, Luxembourg and Euroclear will govern payments, transfers, exchange and other matters relating to the investors' interests in securities held by them. Clearstream, Luxembourg and Euroclear hold interests on behalf of their participants through customers' securities accounts in Clearstream, Luxembourg's and Euroclear's names on the books of their respective depositaries which, in the case of securities for which a global security in registered form is deposited with DTC (as is the case with the Notes), in turn hold such interests in customers' securities accounts in the depositaries' names on the books of DTC.

Neither we, nor the trustees nor any of our or its agents have any responsibility for any aspect of the actions of DTC, Clearstream, Luxembourg or Euroclear or any of their direct or indirect participants. Neither we, nor the trustees nor any of our or its agents have any responsibility for any aspect of the records kept by DTC, Clearstream, Luxembourg or Euroclear or any of their direct or indirect participants. Neither we, nor the trustees nor any of our or its agents supervise these systems in any way.

DTC, Clearstream, Luxembourg, Euroclear and their participants perform these clearance and settlement functions under agreements they have made with one another or with their customers. You should be aware that they are not obligated to perform these procedures and may modify them or discontinue them at any time.

The description of the clearing systems in this part of the Prospectus reflects our understanding of the rules and procedures of DTC, Clearstream, Luxembourg and Euroclear as they are currently in effect. Those systems could change their rules and procedures at any time.

### **3. THE CLEARING SYSTEMS**

#### **3.1 DTC**

DTC has previously advised us as follows:

- DTC is:
  - a limited purpose trust company organized under the laws of the State of New York;
  - a "banking organization" within the meaning of New York Banking Law;
  - a member of the Federal Reserve System;
  - a "clearing corporation" within the meaning of the New York Uniform Commercial Code; and
  - a "clearing agency" registered pursuant to the provisions of Section 17A of the US Securities Exchange Act of 1934, as amended.

- DTC holds securities deposited with it by its participants and facilitates the settlement of transactions among its participants in such securities through electronic computerised book-entry changes in accounts of its participants, thereby eliminating the need for physical movement of securities certificates. Direct participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organisations.
- DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a direct participant, either directly or indirectly.
- The rules applicable to DTC and DTC participants are on file with the SEC.

### 3.2 Clearstream, Luxembourg

Clearstream, Luxembourg has previously advised us as follows:

- Clearstream, Luxembourg is a duly licensed bank organized as a *société anonyme* incorporated under the laws of Luxembourg and is subject to regulation by the Luxembourg Commission for the Supervision of the Financial Sector (*Commission de Surveillance du Secteur Financier*).
- Clearstream, Luxembourg holds securities for its customers and facilitates the clearance and settlement of securities transactions among them. It does so through electronic book-entry transfers between the accounts of its customers. This eliminates the need for physical movement of certificates.
- Clearstream, Luxembourg provides other services to its customers, including safekeeping, administration, clearance and settlement of internationally traded securities and lending and borrowing of securities. It interfaces with the domestic markets in over 30 countries through established depository and custodial relationships.
- Clearstream, Luxembourg's customers include worldwide securities brokers and dealers, banks, trust companies and clearing corporations and may include certain other professional financial intermediaries. Its U.S. customers are limited to securities brokers and dealers and banks.
- Indirect access to the Clearstream, Luxembourg system is also available to others that clear through Clearstream, Luxembourg customers or that have custodial relationships with its customers, such as banks, brokers, dealers and trust companies.

### 3.3 Euroclear

Euroclear has previously advised us as follows:

- Euroclear is incorporated under the laws of Belgium as a bank and is subject to regulation by the Belgian Financial Services and Markets Authority (*L'Autorité des Services et Marchés Financiers*) and the National Bank of Belgium (*Banque Nationale de Belgique*).
- Euroclear holds securities for its customers and facilitates the clearance and settlement of securities transactions among them. It does so through simultaneous electronic book-entry delivery against payment, thereby eliminating the need for physical movement of certificates.
- Euroclear provides other services to its customers, including credit, custody, lending and borrowing of securities and tri-party collateral management. It interfaces with the domestic markets of several countries.
- Euroclear customers include banks, including central banks, securities brokers and dealers, trust companies and clearing corporations and may include certain other professional financial intermediaries.
- Indirect access to the Euroclear system is also available to others that clear through Euroclear customers or that have custodial relationships with Euroclear customers.
- All securities in Euroclear are held on a fungible basis. This means that specific certificates are not matched to specific securities clearance accounts.

#### **4. SECONDARY MARKET TRADING**

##### **4.1 Trading Between DTC Participants**

Secondary market trading between DTC participants will occur in the ordinary way in accordance with DTC's rules. Secondary market trading will be settled using procedures applicable to United States corporate debt obligations in DTC's Same-Day Funds Settlement System for debt securities.

If payment is made in U.S. dollars, settlement will be in same-day funds. If payment is made in a currency other than U.S. dollars, settlement will be free of payment. If payment is made other than in U.S. dollars, separate payment arrangements outside of the DTC system must be made between the DTC participants involved.

##### **4.2 Trading Between Euroclear and/or Clearstream, Luxembourg Participants**

We understand that secondary market trading between Euroclear and/or Clearstream, Luxembourg participants will occur in the ordinary way following the applicable rules and operating procedures of Euroclear and Clearstream, Luxembourg. Secondary market trading will be settled using procedures applicable to conventional Eurobonds in registered form for debt securities.

##### **4.3 Trading Between a DTC Seller and a Euroclear or Clearstream, Luxembourg Purchaser**

A purchaser of securities that are held in the account of a DTC participant must send instructions to Euroclear or Clearstream, Luxembourg at least one business day prior to settlement. The instructions will provide for the transfer of the securities from the selling DTC participant's account to the account of the purchasing Euroclear or Clearstream, Luxembourg participant. Euroclear or Clearstream, Luxembourg, as the case may be, will then instruct the common depositary for Euroclear and Clearstream, Luxembourg to receive the securities either against payment or free of payment.

The interests in the securities will be credited to the relevant clearing system. The clearing system will then credit the account of the participant, following its usual procedures. Credit for the securities will appear on the next day, European time. Cash debit will be back-valued to, and the interest on the securities will accrue from, the value date, which would be the preceding day, when settlement occurs in New York. If the trade fails and settlement is not completed on the intended date, the Euroclear or Clearstream, Luxembourg cash debit will be valued as of the actual settlement date instead.

Euroclear participants or Clearstream, Luxembourg participants will need the funds necessary to process same-day funds settlement. The most direct means of doing this is to pre-position funds for settlement, either from cash or from existing lines of credit, as for any settlement occurring within Euroclear or Clearstream, Luxembourg. Under this approach, participants may take on credit exposure to Euroclear or Clearstream, Luxembourg until the securities are credited to their accounts one business day later.

As an alternative, if Euroclear or Clearstream, Luxembourg has extended a line of credit to them, participants can choose not to pre-position funds and will instead allow that credit line to be drawn upon to finance settlement. Under this procedure, Euroclear participants or Clearstream, Luxembourg participants purchasing securities would incur overdraft charges for one business day (assuming they cleared the overdraft as soon as the securities were credited to their accounts). However, interest on the securities would accrue from the value date. Therefore, in many cases, the investment income on securities that is earned during that one business day period may substantially reduce or offset the amount of the overdraft charges. This result will, however, depend on each participant's particular cost of funds.

Because the settlement will take place during New York business hours, DTC participants will use their usual procedures to deliver securities to the depositary on behalf of Euroclear participants or Clearstream, Luxembourg participants. The sale proceeds will be available to the DTC seller on the settlement date. For the DTC participants, then, a cross-market transaction will settle no differently than a trade between two DTC participants.

## **5. SPECIAL TIMING CONSIDERATIONS**

You should be aware that investors will be able to make and receive deliveries, payments and other communications involving the securities through Clearstream, Luxembourg and Euroclear only on days when those systems are open for business. Those systems may not be open for business on days when banks, brokers and other institutions are open for business in the United States.

In addition, because of time-zone differences, there may be problems with completing transactions involving Clearstream, Luxembourg and Euroclear on the same business day as in

the United States. U.S. investors who wish to transfer their interests in the securities, or to receive or make a payment or delivery of the securities, on a particular day, may find that the transactions will not be performed until the next business day in Luxembourg or Brussels, depending on whether Clearstream, Luxembourg or Euroclear is used.

## **6. LEGAL OWNERSHIP**

### **6.1 Street Name and Other Indirect Holders**

We generally will not recognise investors who hold securities in accounts at banks or brokers as legal holders of securities. When we refer to the holders of securities, we mean only the actual legal and (if applicable) record holder of those securities. Holding securities in accounts at banks or brokers is called holding in street name. If you hold securities in street name, we will recognize only the bank or broker or the financial institution the bank or broker uses to hold its securities. These intermediary banks, brokers and other financial institutions pass along principal, interest and other payments on the securities, either because they agree to do so in their customer agreements or because they are legally required. If you hold securities in street name, you should check with your own institution to find out:

- how it handles securities payments and notices;
- whether it imposes fees or charges;
- how it would handle voting if it were ever required;
- whether and how you can instruct it to send you securities registered in your own name so you can be a direct holder as described below; and
- how it would pursue rights under the securities if there were a default or other event triggering the need for holders to act to protect their interests.

### **6.2 Direct Holders**

Our obligations, as well as the obligations of the Trustee and those of any third parties employed by us or the Trustee, under the securities run only to persons who are registered as holders of securities. As noted above, we do not have obligations to you if you hold in street name or other indirect means, either because you choose to hold securities in that manner or because the securities are issued in the form of global securities as described below. For example, once we make payment to the registered holder, we have no further responsibility for the payment even if that holder is legally required to pass the payment along to you as a street name customer but does not do so.

### **6.3 Global Securities**

#### What is a Global Security?

A global security is a special type of indirectly held security, as described above under "*Street Name and Other Indirect Holders*". The ultimate beneficial owners of global securities can only be indirect holders.

We require that the securities included in the global security not be transferred to the name of any other direct holder unless the special circumstances described below occur (and provided that DTC, its nominees, and their successors may transfer a global note in respect of a Series of Notes as a whole to one another). The financial institution that acts as the sole direct holder of the global security is called the depositary. Any person wishing to own a security must do so indirectly by virtue of an account with a broker, bank or other financial institution that in turn has an account with the depositary.

#### Special Investor Considerations for Global Securities

As an indirect holder, an investor's rights relating to a global security will be governed by the account rules of the investor's financial institution and of the depositary, as well as general laws relating to securities transfers. We do not recognize this type of investor as a holder of securities and instead deal only with the depositary that holds the global security.

If you are an investor in securities that are issued only in the form of global securities, you should be aware that:

- You cannot get securities registered in your own name.
- You cannot receive physical certificates for your interest in the securities.
- You will be a street name holder and must look to your own bank or broker for payments on the securities and protection of your legal rights relating to the securities, as explained earlier under "*Street Name and Other Indirect Holders*".
- You may not be able to sell interests in the securities to some insurance companies and other institutions that are required by law to own their securities in the form of physical certificates.
- The depositary's policies will govern payments, transfers, exchange and other matters relating to your interest in the global security. We and the trustee have no responsibility for any aspect of the depositary's actions or for its records of ownership interests in the global security. We and the trustee also do not supervise the depositary in any way.
- The depositary will require that interests in a global security be purchased or sold within its system using same-day funds. By contrast, payment for purchases and sales in the market for corporate bonds and other securities is generally made in next-day funds. The difference could have some effect on how interests in global securities trade, but we do not know what that effect will be.

#### Special Situations When the Global Security Will Be Terminated

In a few special situations described below, the global security will terminate and interests in it will be exchanged for physical certificates representing securities. After that exchange, the choice of whether to hold securities directly or in street name will be up to the investor. Investors must consult their own bank or brokers to find out how to have their interests in securities transferred to their own name so that they will be direct holders. The rights of street name investors and direct

holders in the securities have been previously described in the subsections entitled "*Street Name and Other Indirect Holders*" and "*Direct Holders*", above.

The special situations for termination of a global security are:

- When the depositary notifies us that it is unwilling, unable or no longer qualified to continue as depositary.
- When an event of default on the Notes has occurred and has not been cured. Defaults on the Notes are discussed in Part 3 of this Prospectus ("*Description of the Terms and Conditions of the Notes*").

## PART 5: DIAGEO PLC

### 1. OVERVIEW

Diageo was incorporated as Arthur Guinness Son and Company Limited on 21 October 1886. The Diageo Group was formed by the merger of Grand Metropolitan Public Limited Company and Guinness PLC in December 1997. Diageo is incorporated as a public limited company in England and Wales with registered number 23307. It is the holding company of the Diageo Group. The registered office of Diageo is 16 Great Marlborough Street, London, W1F 7HS and its telephone number is +44 (0) 20 7947 9100.

Diageo is a major participant in the global beverage alcohol industry, producing and distributing a leading collection of branded premium spirits and beer. It brings together world-class brands and a management team that seeks to maximise shareholder value over the long term. The management team expects to continue the strategy of investing behind the Diageo Group's strategic brands, expanding production capacity, adding new customer experiences and seeking to expand selectively either through partnerships or acquisitions that add long term value for shareholders.

Diageo is the leading premium spirits business in the world by volume, by net sales and by operating profit and is one of a small number of premium drinks companies that operate globally across spirits and beer.

As at 31 December 2024, there were approximately 2,432,000,000 ordinary shares of 28 <sup>101</sup>/<sub>108</sub> pence each in issue with an approximate nominal value of £887,000,000.

### 2. ORGANISATIONAL STRUCTURE OF THE DIAGEO GROUP

The companies listed below include those which principally affect the profits and assets of the Diageo Group. The operating companies listed below may carry on the business described in the countries listed in conjunction with their subsidiaries and other Diageo Group companies.

		Country of Incorporation	Country of Operation	Percentage of Equity Owned <sup>1</sup>	Business Description
<b>Subsidiaries</b>					
Diageo Unlimited Company	Ireland	Ireland	Worldwide	100%	Production, marketing and distribution of premium drinks.

<sup>1</sup> All percentages, unless otherwise stated, are in respect of holdings of ordinary share capital and are equivalent to the percentages of voting rights held by the Diageo Group.

Diageo Great Britain Limited	England	Great Britain	100%	Marketing and distribution of premium drinks.
Diageo Scotland Limited	Scotland	Worldwide	100%	Production, marketing and distribution of premium drinks.
Diageo Brands B.V.	The Netherlands	Worldwide	100%	Marketing and distribution of premium drinks.
Diageo North America, Inc.	United States	Worldwide	100%	Production, importing, marketing and distribution of premium drinks.
United Spirits Limited <sup>2</sup>	India	India	55.88%	Production, importing, marketing and distribution of premium drinks.
Diageo Capital plc <sup>3</sup>	Scotland	UK	100%	Financing company for the Diageo Group.
Diageo Finance plc <sup>4</sup>	England	UK	100%	Financing company for the Diageo Group.
Diageo Investment Corporation	United States	United States	100%	Financing company for the US Diageo Group.
Diageo Capital B.V. <sup>5</sup>	The Netherlands	The Netherlands	100%	Financing company for the Diageo Group.
Mey İçki Sanayi ve Ticaret A.Ş.	Türkiye	Türkiye	100%	Production, marketing and distribution of premium drinks.

#### **Associate**

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<sup>2</sup> Percentage ownership excludes 2.38% owned by the USL Benefit Trust.

<sup>3</sup> Directly owned by Diageo.

<sup>4</sup> Directly owned by Diageo.

<sup>5</sup> Directly owned by Diageo.

Moët Hennessy, SAS <sup>6</sup>	France	France	34%	Production and distribution of premium drinks.
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All percentages, unless otherwise stated, are in respect of holdings of ordinary share capital and are equivalent to the percentages of voting rights held by the Diageo Group.

Diageo, consistent with its current strategy, expects to continue to focus on growing its brands on a worldwide basis and expects to make selective acquisitions in both its developed and emerging markets. Diageo explores the potential to make acquisitions on an ongoing basis and is currently evaluating a number of such opportunities, some of which may be significant. Funds for any such acquisitions would be drawn from internally generated cash, bank borrowings or the issuance of equity or debt securities (in an amount that cannot now be determined) and the proceeds of any potential disposals. No material disposals are currently contemplated.

In evaluating financing of any such acquisitions, Diageo's management remains committed to enhancing shareholder value in the long term, both by investing in the businesses and brands so as to improve the return on investment and by managing the Diageo Group's capital structure. Diageo manages its capital structure to achieve capital efficiency, provide flexibility to invest through the economic cycle and give efficient access to debt markets at attractive cost levels. This is achieved by targeting an adjusted net borrowings (net borrowings aggregated with post-employment benefit liabilities) to adjusted EBITDA leverage of 2.5 – 3.0x, this range for Diageo being currently broadly consistent with an A band credit rating. Diageo would consider operating outside of this range in order to effect strategic initiatives within its stated goals, which could have an impact on its rating. If Diageo's leverage was to be negatively impacted by the financing of an acquisition, it would seek over time to return to the range of 2.5 – 3.0x.

### 3. PRINCIPAL MARKETS

Diageo owns over 200 brands and operates in a number of geographically based markets around the world with its products being sold in nearly 180 countries.

- Diageo **North America** is headquartered in New York, and is comprised of US Spirits, Diageo Beer Company USA (DBC) USA and Diageo Canada, headquartered in Toronto. North America is the largest market for Diageo and represents over one-third of Diageo's net sales.
- Diageo's six market operating model in **Europe**, is comprised of Great Britain, Ireland, Northern Europe, Eastern Europe, Southern Europe and Türkiye, with all of these markets now operating with end-to-end accountability. Diageo engages directly with customers and consumers in these markets through its marketing programmes with the goal of delivering growth across categories, and with a focus on premiumisation.

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<sup>6</sup> French limited liability company.

- In **Africa**, Diageo's strategy is increasingly focused on bringing consumers into spirits categories, with the operating model seeking to build resilience, agility and strength across the African businesses as they develop. Smart investments are driven through local manufacturing, innovation and partnerships in order to unlock growth.
- In **Latin America and Caribbean**, Diageo's strategic priority is to continue gaining share of total beverage alcohol while expanding margin, driven by scotch, and complemented by a broader base of spirits brands. The region is grouped into the five markets of Brazil, Mexico, CCA (Central America and Caribbean), Andean (Colombia and Venezuela), and South LAC (Peru, Ecuador, Bolivia, Argentina, Chile, Uruguay and Paraguay).
- Diageo's focus in **Asia Pacific** is to grow in both developed and emerging markets across its entire portfolio ranging from international and local spirits to ready to drink formats and beer. In Asia Pacific, the middle class is growing and their expectations are becoming increasingly demanding. As a result, the Diageo Group manages its portfolio strategically, focusing on developing its premium and super deluxe segments and encouraging consumers to drink better, not more. Asia Pacific comprises India, Greater China, Australia, South East Asia, North Asia (South Korea and Japan) as well as Travel Retail Asia and Middle East.

#### 4. PRINCIPAL BRANDS

Diageo is a global leader in beverage alcohol with an outstanding collection of brands including Johnnie Walker, Crown Royal, J&B and Buchanan's whiskies, Smirnoff, Cîroc and Ketel One vodkas, Captain Morgan, Baileys, Don Julio, Tanqueray, Casamigos and Guinness.

#### 5. MAJOR SHAREHOLDERS AND SIGNIFICANT CHANGES IN OWNERSHIP

The Disclosure and Transparency Rules published by the FCA provide that a person or corporate entity that acquires an interest of 3% or more in Diageo's ordinary shares is required to notify Diageo of that interest. Any subsequent increase or decrease of 1% or more must also be notified. Similarly, a notification is required once the interest falls below 3%. At 30 June 2024, the following substantial interests (3% or more) in Diageo's ordinary share capital (voting securities) had been notified to Diageo: BlackRock Investment Management (UK) Limited (indirect holding) – 147,296,928 ordinary shares (being 5.89% of the issued ordinary share capital (excluding treasury shares) of Diageo at 3 December 2009)<sup>7</sup>; Capital Research and Management Company (indirect holding) – 124,653,096 ordinary shares (being 4.99% of the issued ordinary share capital (excluding treasury shares) of Diageo at 28 April 2009); and Massachusetts Financial Services Company (indirect holding) – 111,560,606 ordinary shares (being 4.99% of the issued ordinary share capital (excluding treasury shares) of Diageo at 29 February 2024). Diageo has not been notified of any other substantial interests in its securities. Diageo's substantial shareholders do

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<sup>7</sup> On 25 January 2024, BlackRock Inc. filed an Amendment to Schedule 13G with the SEC in respect of the calendar year ended 31 December 2023, reporting that, as of 25 January 2024, 192,713,107 ordinary shares representing 8.6% of the issued ordinary share capital were beneficially owned by BlackRock Inc. and its subsidiaries (including BlackRock Investment Management (UK) Limited).

not have different voting rights. Diageo, so far as is known by Diageo, is not directly or indirectly owned or controlled by another corporation or by any government.

Diageo knows of no arrangements, the operation of which may at a subsequent date result in a change of control of Diageo.

As at the close of business on 30 April 2025 312,592,484 ordinary shares, including those held through American Depositary Shares (“**ADSs**”), were held by approximately 2,524 holders (including American Depositary Receipt (“**ADR**”) holders) with registered addresses in the United States, representing approximately 14.04% of the outstanding ordinary shares (excluding treasury shares). At such date, 78,077,810 ADSs were held by 2,049 registered ADR holders. Since certain of such ordinary shares and ADSs are held by nominees or former Grand Metropolitan PLC or Guinness plc ADR holders who have not re-registered their ADSs, the number of holders may not be representative of the number of beneficial owners in the United States or the ordinary shares held by them.

## 6. CORPORATE GOVERNANCE

During the financial year ended 30 June 2024, Diageo has applied the Principles and complied with the Provisions of the United Kingdom Corporate Governance Code (the “**Code**”) (published in July 2018 by the Financial Reporting Council), with the exception of Provision 38 in respect of company pension contributions for incumbent Executive Directors. In this respect, it is noted that:

- The maximum company pension contribution under the 2023 Remuneration Policy is 14% of salary for any new Executive Director appointments.
- The Chief Financial Officer, Nik Jhangiani, who was appointed on 1 September 2024, receives a pension contribution of 14% of salary.

The board of Diageo has established Nomination, Remuneration and Audit Committees, with formally delegated duties and responsibilities, and written terms of reference. From time to time, separate committees may be set up by the board to consider specific issues when the need arises.

The terms of reference of the committees, including their objectives and the authority delegated to them by the board, are available upon request or via Diageo’s website and are reviewed at least annually by the relevant committee and the board. All committees have access to independent expert advice.

The Nomination Committee is responsible for succession planning for the Board, maintaining a pipeline of strong candidates for potential nomination as Non-Executive Directors and Executive Directors, while also ensuring robust succession planning and talent strategy for the Executive Committee. It makes recommendations to the board concerning appointments to the board. The members of the committee are the chairman of the board and all independent non-executive directors. The chairman of the committee is Sir John Manzoni. The other members are Melissa Bethell, Karen Blackett, Susan Kilsby, Valérie Chapoulaud-Floquet, Julie Brown and Irenea Vittal. The composition of the Nomination Committee complies with the recommendations of the Code.

The Remuneration Committee is responsible for making recommendations to the Board on remuneration policy for Executive Directors and Executive Committee members, setting,

reviewing and approving individual remuneration arrangements for the Chairman, Executive Directors and Executive Committee members, determining arrangements in relation to termination of employment of the Executive Directors and other designated senior executives and ensuring that remuneration outcomes are appropriate in the context of underlying business reviewing workforce pay and related policies and the alignment of incentives with culture All the members of the Remuneration Committee are independent non-executive directors, namely Melissa Bethell, Karen Blackett, Susan Kilsby, Valérie Chapoulaud-Floquet, Sir John Manzoni, Julie Brown and Ireena Vittal. The chair of the Remuneration Committee is Susan Kilsby. The composition of the Remuneration Committee complies with the recommendations of the Code.

The role of the Audit Committee is monitoring and reviewing the integrity of Diageo's financial statements and reporting, its internal control and risk management processes, its audit and risk activities, business conduct and integrity, whistleblowing and breach allegation investigations, and appointing and monitoring the performance of the external auditor. All the members of the Audit Committee are independent non-executive directors, namely Melissa Bethell, Karen Blackett, Susan Kilsby, Valérie Chapoulaud-Floquet, Sir John Manzoni, Julie Brown and Ireena Vittal. Julie Brown is the chair of the Audit Committee. The composition of the Audit Committee complies with the recommendations of the Code.

## 7. DIRECTORS

The officers of Diageo and their respective business occupations are set out below. The business address of each of the officers is at 16 Great Marlborough Street, London, W1F 7HS.

<b>Name</b>	<b>Business Occupation</b>
Sir John Manzoni	Chairman, Non-Executive Director
Debra Crew	Chief Executive, Executive Director
Nik Jhangiani	Chief Financial Officer, Executive Director
Susan Kilsby	Senior Independent Director
Melissa Bethell	Non-Executive Director
Karen Blackett	Non-Executive Director
Julie Brown	Non-Executive Director
Valérie Chapoulaud-Floquet	Non-Executive Director
Ireena Vittal	Non-Executive Director

Randall Ingber<sup>8</sup>

General Counsel

The principal activities of the following directors performed by them outside the Diageo Group are directorships and memberships of the companies or institutions as set out below:

<b>Name</b>	<b>Company/Institution</b>
Sir John Manzoni	SSE plc KBR, Inc.
Debra Crew	Stanley Black & Decker, Inc.
Nik Jhangiani	None
Susan Kilsby	Unilever PLC Fortune Brands Innovations, Inc. COFRA Holding AG The Takeover Panel
Melissa Bethell	Atairos Europe Tesco PLC Exor N.V.
Karen Blackett	University of Portsmouth Black Equity Organisation Creative UK
Julie Brown	GSK plc Oxford University Women in Business CFO Leadership Network, Accounting for Sustainability
Valérie Chapoulaud-Floquet	Danone S.A. Acné Studios A.B. Nextstage S.C.A. Sofisport Agrolimen S.A.
Ireena Vittal	Compass Group PLC Maruti Suzuki India Limited Asian Paints Limited Russell Reynolds Associates UrbanClap Technologies India Private Limited
Randall Ingber	None

At 30 June 2024 the aggregate interests of directors in the ordinary shares of Diageo including their share options and conditional rights to acquire shares, was less than 1% of the total issued share capital of Diageo. There are no existing or potential conflicts of interest between any duties

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<sup>8</sup> As General Counsel Randall Ingber is an advisor to the board of Diageo.

of the directors of Diageo and/or their private interests and other duties. In accordance with Diageo's articles of association, the board has authorised the chairman or the company secretary, as appropriate to receive notifications of conflicts of interest on behalf of the board and to make recommendations as to whether the relevant matters should be authorised by the board.

## PART 6: DIAGEO INVESTMENT CORPORATION

### 1. OVERVIEW

The Issuer, a wholly-owned finance subsidiary of Diageo North America, Inc., was incorporated under the laws of the State of Delaware, United States on 22 March 1988. The Issuer is incorporated as a corporation. The Issuer's principal executive office is at 175 Greenwich Street, 3 World Trade Center, New York, NY 10007 with telephone number (212) 202-1800.

The issued share capital of the Issuer comprises 200 common stock with no par value, all of which are held by Diageo North America, Inc. The Issuer does not know of any arrangements which may at a subsequent date result in a change of control of the Issuer.

The Issuer is a financing vehicle for Diageo and its consolidated subsidiaries. The Issuer has no independent operations, other than holding cash and U.S. government securities from time to time. The Issuer will lend substantially all proceeds of its borrowings to Diageo or to one or more of Diageo's subsidiaries that are operating companies.

### 2. DIRECTORS

The officers of the Issuer and their respective business occupations are set out below. The business address of each of the officers is at 175 Greenwich Street, 3 World Trade Center, New York, NY 10007.

Name	Business Occupation
Angelique Crain	Director
Monika Pais	Director
Michael Mulhall	Director
Cristina Santamaria	Director
Ton Brown	Director
Cherise Chamberlain	Company Secretary

The following directors hold directorships of companies or institutions outside the Diageo group as set out below:

Name	Company/Institution:
Angelique Crain	None
Monika Pais	American Chamber of Commerce in Hungary (AmCham Hungary)

Michael Mulhall	None
Cristina Santamaria	None
Ton Brown	None

There are no existing or potential conflicts of interest between any duties of the directors of the Issuer and/or their private interests and other duties. At 30 June 2024 the directors had no interests in the share capital of the Issuer. At 30 June 2024 the aggregate interests of directors in the ordinary shares of Diageo including their share options and conditional rights to acquire shares, was less than 1% of the total issued share capital of Diageo.

## PART 7: TAXATION

### UNITED KINGDOM TAXATION

The following summary describes certain UK tax implications of acquiring, holding or disposing of the Notes, but it does not purport to be a comprehensive description of all of the UK tax considerations that may be relevant to a decision to acquire such securities. The summary is based on current UK tax legislation, the current published practice of His Majesty's Revenue and Customs ("HMRC") and the terms of the UK/U.S. double taxation treaty (the "**Treaty**"), as appropriate, in each case as at the latest practicable date before the date of this Prospectus, all of which are subject to change at any time (possibly with retrospective effect). The summary relates only to the position of persons who are absolute beneficial owners of the Notes and does not deal with the position of certain classes of holders of Notes, such as dealers in securities and those who are qualifying new residents for the purposes of UK tax law. The summary does not generally apply to certain types of debt securities which may be subject to special rules, such as discounted securities, convertible securities and variable rate securities.

***Please consult your own tax adviser concerning the consequences of acquiring, owning and disposing of these debt securities in your particular circumstances under UK law and the laws of any other taxing jurisdiction.***

#### Payments

Payments of principal and interest on the Notes by the Issuer in accordance with the procedures described under paragraph 5.2 ("*Payment and Paying Agents*") of Part 3 ("*Description of the Terms and Conditions of the Notes*") of this Prospectus should not be subject to any deduction or withholding for or on account of UK taxation, provided they do not have a UK source. Since the Issuer is resident in the U.S. for tax purposes, it is not expected that payments of principal or interest will be considered to have a UK source and therefore no UK withholding tax should apply.

Even if such payments were considered to have a UK source, so long as the Notes carry a right to interest and are either listed on a "recognised stock exchange" within the meaning of Section 1005 of the Income Tax Act 2007 or are admitted to trading on a "multilateral trading facility" operated by a regulated recognised stock exchange within the meaning of Section 987 of the Income Tax Act 2007, they should not be subject to withholding or deduction for or on account of UK taxation.

#### Guarantee Payments

The UK withholding tax treatment of payments by Diageo under the terms of the Guarantees in respect of interest on the Notes (or other amounts due under the Notes other than the repayment of amounts subscribed for the Notes) is uncertain. In particular, it is possible that such payments by Diageo could be treated as having a UK source.

If Diageo makes any payments under the Guarantees in respect of interest on the Notes (or other amounts due on the Notes, other than payments in respect of principal) such payments may be subject to UK withholding tax at the basic income tax rate (currently 20%) subject to any available relief under an applicable double taxation treaty or to any other exemption which may apply. Such payments by Diageo may not be eligible for exemption from withholding on account of UK tax in respect of securities listed on a recognised stock exchange. Accordingly, if Diageo makes any

such payments, these may be subject to UK withholding tax at the basic rate (currently 20 per cent.).

## UNITED STATES FEDERAL INCOME TAXATION

The following is a discussion of the material U.S. federal income tax consequences of the ownership and disposition of the notes by Non-U.S. Holders (as defined below) that acquire the notes in their original offering at the “issue price,” which for each series of notes is the first price at which a substantial amount of the notes of such series is sold to the public, and hold the notes as capital assets for U.S. federal income tax purposes.

This discussion is based on the U.S. Internal Revenue Code of 1986, as amended, administrative pronouncements, judicial decisions, and final, temporary, and proposed Treasury regulations as of the date of this Prospectus, changes to any of which subsequent to the date hereof may affect the tax consequences described herein, possibly with retroactive effect.

As used herein, the term “**Non-U.S. Holder**” means a person that is, for U.S. federal income tax purposes, a beneficial owner of the notes and:

- a non-resident alien individual;
- a foreign corporation; or
- a foreign estate or trust.

For the purposes of this discussion, the term “Non-U.S. Holder” does not include an individual who is present in the United States for 183 days or more in the taxable year of disposition, a former citizen or former resident of the United States, or a person whose income with respect to a note is effectively connected with the conduct of a trade or business in the United States. In these circumstances, such a person should consult its own tax adviser regarding the U.S. federal income tax consequences of the ownership and disposition of a note.

### Payments on the Notes

Subject to the discussions below under “Backup Withholding and Information Reporting” and “FATCA,” payments of principal and interest on the notes to a Non-U.S. Holder will generally not be subject to U.S. federal income or withholding tax, provided that, in the case of interest, the Non-U.S. Holder qualifies for the “portfolio interest” exception, which will generally be the case if the Non-U.S. Holder:

- does not own, actually or constructively, 10% or more of the total combined voting power of all classes of stock of the Issuer entitled to vote;
- is not a controlled foreign corporation related, directly or indirectly, to the Issuer through stock ownership; and
- certifies on the applicable properly executed Internal Revenue Service (“**IRS**”) Form W-8 (or applicable successor form) under penalties of perjury, that it is not a United States person (and any required certification has been provided by any intermediary through which such Non-U.S. Holder holds the notes).

If any of the requirements described above is not satisfied, payments of interest on the notes to a Non-U.S. Holder will generally be subject to withholding tax at a rate of 30%, or a lower rate specified by an applicable treaty. To claim a reduction in or exemption from such withholding under

an applicable treaty, the Non-U.S. Holder must provide the applicable withholding agent with an applicable properly executed IRS Form W-8 (or applicable successor form) claiming such entitlement.

### **Sale or Other Taxable Disposition of the Notes**

Subject to the discussions below under “Backup Withholding and Information Reporting” and “FATCA,” a Non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax on gain realized on a sale, redemption, or other taxable disposition of notes, although any amounts attributable to accrued interest will be treated as described above under “Payments on the Notes.”

### **Backup Withholding and Information Reporting**

Information returns are required to be filed with the IRS in connection with payments of interest on the notes. Unless a Non-U.S. Holder complies with certification procedures to establish that it is not a United States person, information returns may also be filed with the IRS in connection with the proceeds from a sale or other disposition (including a retirement or redemption) of a note.

A Non-U.S. Holder may be subject to backup withholding on payments on the notes or on the proceeds from a sale or other disposition (including a retirement or redemption) of the notes unless it complies with certification procedures to establish that it is not a United States person or otherwise establishes an exemption. The certification procedures required to claim the exemption from withholding tax on interest described above will establish an exemption from backup withholding as well.

Amounts withheld under the backup withholding rules are not additional taxes and may be refunded or credited against a Non-U.S. Holder’s U.S. federal income tax liability, provided the required information is timely furnished to the IRS.

### **FATCA**

Legislation commonly referred to as “FATCA”, and regulations promulgated thereunder, generally impose a 30% withholding tax on interest payments to certain foreign entities (including financial intermediaries) with respect to debt instruments such as the notes unless various U.S. information reporting and due diligence requirements have been satisfied. An intergovernmental agreement between the United States and an applicable foreign country may modify these requirements. This regime could also apply to the payment on the notes at maturity, as well as to gross proceeds of any sale or other disposition of a note, although under proposed regulations (the preamble to which specifies that taxpayers are permitted to rely on them pending finalization), no withholding will apply to payments of gross proceeds. If FATCA withholding is required, neither the Issuer nor Diageo will be required to pay any additional amounts with respect to any amounts so withheld. If FATCA withholding is imposed on a payment to a Non-U.S. Holder that is not a financial institution, such Non-U.S. Holder may be entitled to a refund of any amounts withheld by filing a U.S. federal income tax return (which may entail significant administrative burden), to the extent such amount withheld exceeds the Non-U.S. Holder’s U.S. federal income tax liability, if any. Prospective investors should consult their tax advisers regarding the effects of FATCA on their investments in the notes.

## PART 8: SELLING RESTRICTIONS

### UK

#### *Financial Promotion Order*

This document is being distributed only to, and is directed only at, persons outside the UK or in the UK to persons (i) who have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the “**Order**”) or (ii) who fall within Article 49(2)(a) to (d) of the Order (all such persons being referred to as “**relevant persons**”). This document is directed only at relevant persons in the UK and must not be acted on or relied on in the UK, by persons who are not relevant persons. Any investment or investment activity to which this document relates is available only in the UK, to relevant persons and will be engaged in only with such persons.

#### *Prohibition of Sales to UK Retail Investors*

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the UK. For the purposes of this provision, the expression “retail investor” means a person who is one (or more) of the following: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of the domestic law of the UK by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of the domestic law of the UK by virtue of the EUWA. Consequently no key information document required by the UK PRIIPs Regulation for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

#### *FSMA*

Each underwriter

- (A) has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuers or the Guarantors; and
- (B) has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the UK.

UK MIFIR Product Governance Rules

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

## **EEA**

### *Prohibition of Sales to retail investors*

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For the purposes of this provision, the expression "retail investor" means a person who is one (or more) of the following: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of 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 the PRIIPs Regulation for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

### *MIFID II Product Governance Rules*

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

## **People's Republic of China**

This prospectus may not be circulated in the People's Republic of China (the "**PRC**") and does not constitute a public offer of the Notes, whether by sale or subscription, in the PRC. The Notes are not being offered or sold, directly or indirectly, in the PRC to, or for the benefit of, legal or natural persons of the PRC.

Further, no legal or natural persons of the PRC may, directly or indirectly, purchase any of the Notes or any beneficial interest therein without obtaining all prior PRC governmental approvals

that are required, whether statutorily or otherwise. Persons who come into possession of this document are required by Diageo and its representatives to observe these restrictions.

## **Hong Kong**

Each underwriter has represented and agreed that:

- (1) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes other than (a) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the “**SFO**”) and any rules made under the SFO; or (b) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the “**C(WUMP)O**”) or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and
- (2) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the SFO and any rules made under the SFO.

## **Japan**

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948), as amended (the “**FIEA**”). The Notes may not be offered or sold, directly or indirectly, in Japan or to or for the benefit of any resident of Japan (including any person resident in Japan or any corporation or other entity organized under the laws of Japan) or to others for reoffering or resale, directly or indirectly, in Japan or to or for the benefit of any resident of Japan, except pursuant to an exemption from the registration requirements of the FIEA and otherwise in compliance with any relevant laws and regulations of Japan.

## **Singapore**

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, may not be circulated or distributed, nor may the Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the “**SFA**”)) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA ) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

*Singapore Securities and Futures Act Product Classification*

Solely for the purposes of its obligations pursuant to Sections 309B(1)(a) and 309B(1)(c) of the SFA, Diageo has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the Notes are “prescribed capital markets products” (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

## Canada

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

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

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

## Switzerland

The Notes will not be offered, sold, advertised or distributed, directly or indirectly, in Switzerland, as such terms are defined or interpreted under the Swiss Financial Services Act (“**FinSA**”), except to professional clients as such term is defined or interpreted under the FinSA (“**Professional Investors**”). The Notes will not be admitted to trading on a trading venue (exchange or multilateral trading facility) in Switzerland, and no key information document pursuant to article 58(1) FinSA (or any equivalent document under the FinSA) has been or will be prepared in relation to any notes and, therefore, any notes with a derivative character within the meaning of article 86(2) of the Swiss Financial Services Ordinance may not be offered or recommended to private clients within the meaning of the FinSA in Switzerland. Offering or marketing material relating to the Notes may not be distributed or otherwise made available in Switzerland, except to Professional Investors.

The Notes do not constitute participations in a collective investment scheme within the meaning of the Swiss Collective Investment Schemes Act (“**CISA**”). Therefore, the Notes are not subject to the approval of, or supervision by, the Swiss Financial Market Supervisory Authority (“**FINMA**”), and investors in the Notes will not benefit from protection under the CISA or supervision by FINMA.

## Taiwan

The Notes have not been and will not be registered or filed with, or approved by, the Financial Supervisory Commission of Taiwan and/or other regulatory authority of Taiwan pursuant to relevant securities laws and regulations and may not be sold, issued or offered within Taiwan through a public offering or in circumstances which could constitute an offer within the meaning of the Securities and Exchange Act of Taiwan or relevant laws and regulations that requires a registration, filing or approval of the Financial Supervisory Commission of Taiwan and/or other regulatory authority of Taiwan. No person or entity in Taiwan has been authorized to offer or sell the Notes in Taiwan.

## PART 9: GENERAL INFORMATION

### 1. Authorisation

The Issuer and Diageo have obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Notes. The issue of the Notes was approved by a resolution of the Board of Directors of the Issuer passed on 28 March 2025, resolutions of the Board of Directors of Diageo passed on 29 July 2024, and approved by joint approval of the Chief Financial Officer and the General Counsel and Company Secretary of Diageo (at the time of authorisation) on 9 April 2025.

### 2. Listing

The listing of the Notes on the Official List of the FCA and the admission to trading of the Notes on the London Stock Exchange's regulated market are both expected to take effect on or around 23 June 2025.

### 3. Clearing Systems

The Notes have been accepted for clearance through DTC, Clearstream, Luxembourg and Euroclear the ISINs and CUSIP numbers for the Notes are:

	CUSIP	ISIN
2030 Notes	25245BAC1	US25245BAC19
2035 Notes	25245BAE7	US25245BAE74

### 4. No Significant Change and No Material Adverse Change

There has been no significant change in the financial position of the Diageo Group since 31 December 2024, there has been no significant change in the financial performance of the Diageo Group since 31 December 2024 and, there has been no material adverse change in the prospects of Diageo since 30 June 2024.

There has been no significant change in the financial position of the Issuer since 31 December 2024, there has been no significant change in the financial performance of the Issuer since 31 December 2024 and, there has been no material adverse change in the prospects of the Issuer since 30 June 2024.

### 5. Litigation

Save as disclosed in note 14 of the 2024 Half Year Results entitled "*Contingent liabilities and legal proceedings*", the Issuer, Diageo and the Diageo Group are not, nor have been involved in, any governmental, legal or arbitration proceedings (including any proceedings which are pending or threatened of which the Issuer or Diageo, as the case may be, are aware) in the 12 months preceding the date of this document which may

have, or have had in the recent past significant effects on the financial position or profitability of the Issuer, Diageo or Diageo Group.

## **6. Auditors**

Diageo and the Issuer have accounting year ends of 30 June. PricewaterhouseCoopers LLP have been appointed as sole auditors of Diageo and the Issuer. The address of PricewaterhouseCoopers LLP is One Embankment Place, London, WC2N 6RH.

The consolidated financial statements of Diageo in respect of the years ended 30 June 2024 and 30 June 2023 were audited, without qualification by PricewaterhouseCoopers LLP, Chartered Accountants and Registered Auditors. The financial statements of the Issuer in respect of the years ended 30 June 2024 and 30 June 2023 were audited, without qualification by PricewaterhouseCoopers LLP, Chartered Accountants and Registered Auditors.

No other information referred to in this Prospectus has been audited by PricewaterhouseCoopers LLP.

The Diageo Group accounts are consolidated and prepared in accordance with IFRS. The statutory accounts of the Issuer are prepared in accordance with International Financial Reporting Standards as adopted by the European Union (and, in the case of the financial statements in respect of the year ended 30 June 2023, the UK) and as issued by the International Accounting Standards Board.

## **7. Documents Available for Inspection**

For a period of 12 months following the date of this prospectus, the following documents may be inspected on the website set out next to their description below:

- (A) up to date memorandum and articles of association of Diageo at <https://www.gov.uk/get-information-about-a-company>;
- (B) the certificate of incorporation and governing by-laws of the Issuer at <https://www.diageo.com/>;
- (C) this Prospectus together with any supplements and/or amendments at <https://www.londonstockexchange.com/>;
- (D) the audited annual financial statements (on a consolidated basis and including the auditor's report thereon and notes thereto) of Diageo in respect of the financial years ended 30 June 2024 and 30 June 2023 at <https://www.diageo.com/>;
- (E) the audited annual financial statements (on an entity basis and including the auditor's report thereon and notes thereto) of the Issuer in respect of the financial years ended 30 June 2024 and 30 June 2023 at <https://www.diageo.com/>; and
- (F) the condensed set of financial statements (on a consolidated basis and including the independent review report thereon and the notes thereto) set out at pages 25

to 44 of the interim results of Diageo for the six months ended 31 December 2024 at <https://www.diageo.com/>.

## **8. Yield**

On the basis of their asking price as at 10 April 2025 the yield to maturity of the 2030 Notes and the 2035 Notes as at such date was 5.125% and 5.625% respectively on an annual basis. These historic yields are not an indication of future yields.

**REGISTERED OFFICE OF DIAGEO**

**Diageo plc**  
16 Great Marlborough Street  
London W1F 7HS  
England

**REGISTERED OFFICE OF THE ISSUER**

**Diageo Investment Corporation**  
175 Greenwich Street  
3 World Trade Center  
New York, NY 10007

**LEGAL ADVISER TO THE OBLIGORS AS TO ENGLISH LAW**

**Slaughter and May**  
One Bunhill Row  
London EC1Y 8YY