

BASE PROSPECTUS



SMITHS GROUP plc

(incorporated as a public limited company in England and Wales with registered number 137013)

EUR 2,500,000,000

Euro Medium Term Note Programme

Guaranteed by

SMITHS GROUP INTERNATIONAL HOLDINGS LIMITED

(incorporated as a limited company in England and Wales with registered number 01085153)

Under this EUR 2,500,000,000 Euro Medium Term Note Programme (the “**Programme**”) Smiths Group plc (the “**Issuer**”) may from time to time issue notes (the “**Notes**”) denominated in any currency agreed between the Issuer and the relevant Dealer (as defined below). The payments of all amounts due in respect of the Notes will be unconditionally and irrevocably guaranteed by Smiths Group International Holdings Limited (the “**Guarantor**”).

This base prospectus (the “**Base Prospectus**”) has been approved by the United Kingdom Financial Conduct Authority (the “**FCA**”), which is the United Kingdom competent authority under Regulation (EU) 2017/1129, as amended, as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**EUWA**”) (the “**UK Prospectus Regulation**”) in the United Kingdom, as a base prospectus issued in compliance with the UK Prospectus Regulation for the purpose of giving information with regard to the issue of Notes issued under the Programme described in this Base Prospectus during the period of twelve months after the date hereof. The FCA only approves this Base 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 Issuer or the Guarantor or an endorsement of the quality of any Notes that are the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes.

Applications have been made for such Notes to be admitted during the period of twelve months after the date hereof to listing on the Official List of the FCA (the “**Official List**”) and to trading on the Main Market of the London Stock Exchange plc (the “**London Stock Exchange**”). The Main Market of the London Stock Exchange is a UK regulated market for the purposes of Regulation (EU) No 600/2014 on markets in financial instruments as it forms part of domestic law by virtue of the EUWA (“**UK MiFIR**”).

This Base Prospectus (as supplemented as at the relevant time, if applicable) is valid for 12 months from its date in relation to Notes which are to be admitted to trading on a regulated market in the United Kingdom. The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid. Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and certain other information which is applicable to each Tranche (as defined under “*Terms and Conditions of the Notes*”) of Notes will be set out in a final terms document (the “**Final Terms**”) which will be filed with the FCA and the London Stock Exchange or in a separate prospectus specific to such Tranche (the “**Drawdown Prospectus**”) as described under “*Final Terms and Drawdown Prospectuses*” below.

The Issuer has been rated Baa2 by Moody’s Investors Service Ltd (“**Moody’s**”) and BBB+ by S&P Global Ratings UK Limited (“**S&P**”). Tranches of Notes to be issued under the Programme will be rated or unrated. Each of Moody’s and S&P may in the future rate Notes issued under the Programme. Where a Tranche (as defined herein) of Notes is to be rated, such rating will be disclosed in the Final Terms and will not necessarily be the same as the rating assigned to the Issuer. **A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.**

Each of Moody’s and S&P is established in the United Kingdom and is registered under the UK CRA Regulation. Each of Moody’s and S&P is not established in the EEA and has not applied for registration under the **CRA Regulation**. Accordingly, the Issuer rating issued by Moody’s has been endorsed by Moody’s Deutschland GmbH (“**Moody’s Deutschland**”) and the Issuer rating issued by S&P has been endorsed by S&P Global Ratings Europe Limited (“**S&P Europe**”), in each case, in accordance with the CRA Regulation and each endorsement has not been withdrawn. Each of Moody’s Deutschland and S&P Europe is established in the EEA and registered under the CRA Regulation. As such each of Moody’s Deutschland and S&P Europe is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (at <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the CRA Regulation.

Investing in Notes issued under the Programme involves certain risks. The principal risk factors that may affect the abilities of the Issuer and the Guarantor to fulfil their respective obligations under the Notes are discussed under “Risk Factors” below.

The Notes and the guarantee thereof have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”) or with any securities regulatory authority of any state or other jurisdiction of the United States, and Notes in bearer form are subject to U.S. tax law requirements. The Notes and the guarantee thereof may not be offered, sold or (in the case of Notes in bearer form) delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act (“**Regulation S**”)) except in certain transactions exempt from the registration requirements of the Securities Act.

Arranger

BARCLAYS

Dealers

ANZ

BARCLAYS

CHINA CONSTRUCTION BANK

GOLDMAN SACHS INTERNATIONAL

J.P. MORGAN

BANK OF CHINA

BNP PARIBAS

CITIGROUP

HSBC

SEB

17 April 2025

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IMPORTANT NOTICES

Responsibility for this Base Prospectus

Each of the Issuer and the Guarantor accepts responsibility for the information contained in this Base Prospectus and any Final Terms or Drawdown Prospectus for each Tranche of Notes issued under the Programme and declares that, to the best of its knowledge, the information contained in this Base Prospectus is in accordance with the facts and the Base Prospectus contains no omission likely to affect its import.

Final Terms/Drawdown Prospectus

Each Tranche (as defined herein) of Notes will be issued on the terms set out herein under “*Terms and Conditions of the Notes*” (the “**Conditions**”) as completed by a document specific to such Tranche called the final terms (the “**Final Terms**”) or as the case may be, as supplemented, amended or replaced to the extent described in a separate prospectus specific to such Tranche (the “**Drawdown Prospectus**”) as described under “*Final Terms and Drawdown Prospectuses*” below.

Other relevant information

This Base Prospectus must be read and construed together with any supplements hereto and with any information incorporated by reference herein and, in relation to any Tranche of Notes which is the subject of Final Terms, must be read and construed together with the relevant Final Terms. In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus unless the context requires otherwise.

Other than in relation to the information which is deemed to be incorporated by reference (see “*Information Incorporated by Reference*”), the information on the websites to which this Base Prospectus refers does not form part of this Base Prospectus and has not been scrutinised or approved by the FCA.

The Issuer and the Guarantor have each confirmed to the Dealers named under “*Subscription and Sale*” below that this Base Prospectus contains all information which is (in the context of the Programme, the issue, offering and sale of the Notes and the Guarantee of the Notes) material; that such information is true and accurate in all material respects and is not misleading; that any opinions, predictions or intentions expressed herein on behalf of the Issuer or (as the case may be) the Guarantor are honestly held or made and are not misleading; that this Base Prospectus does not omit to state any material fact necessary to make such information, opinions, predictions or intentions (in such context) not misleading; and that all proper enquiries have been made to verify the foregoing.

Unauthorised information

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

None of the Dealers nor the Trustee has separately verified the information contained in this Base Prospectus. None of the Dealers, the Trustee nor any of their respective affiliates have authorised the whole or any part of this Base Prospectus and none of them makes any representation or warranty or accepts any responsibility or liability as to the accuracy or completeness of the information contained or incorporated in this Base Prospectus, or any of the information provided by the Issuer or the Guarantor in connection with the Programme. Neither the delivery of this Base Prospectus or any Final Terms nor the offering, sale or delivery of any Note shall, in any circumstances, create any implication that the information contained in this Base Prospectus is true subsequent to the date hereof or the date upon which this Base Prospectus has been most recently supplemented or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the prospects or financial or trading position of the Issuer or the Guarantor since the date thereof or, if later, the date upon which this Base Prospectus has been most recently supplemented or that any other information supplied

in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

Restrictions on distribution

The distribution of this Base Prospectus and any Final Terms and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. The Issuer, the Guarantor, the Trustee and the Dealers do not represent that this Base Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. No Notes may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Final Terms comes are required by the Issuer, the Guarantor, the Trustee and the Dealers to inform themselves about and to observe any such restrictions on the distribution of this Base Prospectus and the offering and sale of the Notes. For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of this Base Prospectus or any Final Terms and other offering material relating to the Notes, see “*Subscription and Sale*”. In particular, Notes and the guarantee thereof have not been, and will not be, registered under the Securities Act and are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or, in the case of Notes in bearer form, delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) except in certain transactions exempt from the registration requirements of the Securities Act and in accordance with any applicable securities laws of any state or other jurisdiction of the United States. The Notes and the guarantee thereof have not been approved or disapproved by the United States Securities and Exchange Commission or any other securities commission or other regulatory authority in the United States, nor have the foregoing authorities approved this Base Prospectus or confirmed the accuracy or determined the adequacy of the information contained in this Base Prospectus. Any representation to the contrary is unlawful.

Neither this Base Prospectus, any information supplied in connection with the Programme or the Notes nor any Final Terms (a) is intended to provide the basis of any credit or other evaluation, or (b) constitutes an offer or an invitation to subscribe for or purchase any Notes and should not be considered as a recommendation by the Issuer, the Guarantor, the Trustee, the Dealers or any of them that any recipient of this Base Prospectus or any Final Terms should subscribe for or purchase any Notes. Each recipient of this Base Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise), and its own appraisal of the creditworthiness, of the Issuer and the Guarantor.

Programme limit

The maximum aggregate principal amount of Notes outstanding and guaranteed at any one time under the Programme will not exceed EUR 2,500,000,000 and for this purpose, any Notes denominated in another currency shall be translated into euros at the date of the agreement to issue such Notes (calculated in accordance with the provisions of the Dealer Agreement). The maximum aggregate principal amount of Notes which may be outstanding and guaranteed at any one time under the Programme may be increased from time to time, subject to compliance with the relevant provisions of the Dealer Agreement as defined under “*Subscription and Sale*”.

Certain definitions

In this Base Prospectus, unless otherwise specified, references to a “**Member State**” are references to a Member State of the EEA, references to “**U.S.\$**”, “**U.S. dollars**” or “**dollars**” are to United States dollars, references to “**EUR**” “**€**” or “**euro**” are to the currency introduced at the start of the third stage of European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No 974/98 of 3 May 1998 on the introduction of the euro, as amended and references to “**pound sterling**”, “**sterling**”, “**GBP**” or “**£**” are to the lawful currency of The United Kingdom.

Certain figures included in this Base Prospectus have been subject to rounding adjustments; accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

In this Base Prospectus, unless the contrary intention appears, a reference to a law or a provision of a law is a reference to that law or provision as extended, amended or re-enacted.

Notice to investors

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it:

- (a) has sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;
- (b) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (c) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes where the currency for principal or interest payments is different from the potential investor's currency;
- (d) understands thoroughly the terms of the Notes and is familiar with the behaviour of financial markets; and
- (e) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Legal investment considerations may restrict certain investments. The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) 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 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 these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of (EU) 2016/97 (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 ("**FSMA**") and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA

(the “**UK PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling such Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

MIFID II PRODUCT GOVERNANCE / TARGET MARKET

The Final Terms (or Drawdown Prospectus, as the case may be) in respect of any Notes may include a legend entitled “MiFID II Product Governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

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

UK MiFIR PRODUCT GOVERNANCE / TARGET MARKET

The Final Terms (or Drawdown Prospectus, as the case may be) in respect of any Notes may include a legend entitled “UK MiFIR Product Governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

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

STABILISATION

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in the relevant Final Terms may over allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Manager(s) (or person(s) acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

OVERVIEW

The following information is derived from, and should be read in conjunction with, the full text of this Base Prospectus and the information incorporated by reference herein. You should read the whole document and the information incorporated by reference herein and not just rely on the overview information, which should be read as an introduction to this Base Prospectus. Any decision to invest in the Notes should be based on consideration of this Base Prospectus and the information incorporated by reference herein as a whole.

*This Overview constitutes a general description of the Programme for the purposes of Article 25(1) of Delegated Regulation (EU) No 2019/980 as it forms part of domestic law by virtue of the EUWA (the “**UK Delegated Regulation**”).*

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

Issuer: Smiths Group plc, a public limited company incorporated under the laws of England and Wales (registered number 137013), having its registered office at Level 10, 255 Blackfriars Road, London, SE1 9AX, which operates in the global technology business serving the threat and contraband detection, energy, communications and engineered component markets worldwide.

Issuer Legal Entity Identifier (“LEI”): 213800MJL6IPZS3ASA11

Guarantor: Smiths Group International Holdings Limited, a limited company incorporated under the laws of England and Wales (registered number 01085153), having its registered office at Level 10, 255 Blackfriars Road, London, SE1 9AX, whose principal activity is that of an investment holding company and which conducts substantially all of its business through operating subsidiaries.

Programme Limit: Up to EUR 2,500,000,000 (or the equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time.

Risk Factors: Investing in Notes issued under the Programme involves certain risks. The principal risk factors that may affect the ability of each of the Issuer and the Guarantor to fulfil their respective obligations under the Programme and any Notes are discussed under “*Risk Factors*” below. These include certain strategic, economic, financial, legal, regulatory, compliance, business execution, operations and supply chain risks. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme and risks relating to the structure of a particular Tranche of Notes issued under the Programme. All of these are discussed under “*Risk Factors*” below.

Arranger: Barclays Bank PLC

Dealers: Australia and New Zealand Banking Group Limited (ABN 11 055 357 522), Bank of China Limited, London Branch, Barclays Bank PLC, BNP PARIBAS, China Construction Bank (Asia) Corporation Limited, Citigroup Global Markets Limited, Goldman Sachs International, HSBC Bank plc, J.P. Morgan Securities plc and Skandinaviska Enskilda Banken AB (publ) and any other Dealer appointed from time to time by the Issuer and Guarantor either generally in respect of the Programme or in relation to a particular Tranche of Notes.

Trustee: Citicorp Trustee Company Limited

Registrar: Citibank N.A., London Branch

Principal Paying Agent:	Citibank N.A., London Branch
Final Terms or Drawdown Prospectus:	Notes issued under the Programme may be issued either (1) pursuant to this Base Prospectus and relevant Final Terms or (2) pursuant to a Drawdown Prospectus. The terms and conditions applicable to any particular Tranche of Notes will be the Terms and Conditions of the Notes as completed to the extent described in the relevant Final Terms or, as the case may be, as supplemented, amended and/or restated to the extent described in the relevant Drawdown Prospectus.
Listing and Trading:	Applications have been made for Notes to be admitted during the period of twelve months after the date hereof to listing on the Official List of the FCA and to trading on the Main Market of the London Stock Exchange.
Clearing Systems:	Euroclear Bank SA/NV (" Euroclear ") and/or Clearstream Banking S.A. (" Clearstream, Luxembourg ") and/or, in relation to any Tranche of Notes, such other clearing system as may be agreed between the Issuer, the Guarantor, the Principal Paying Agent and the relevant Dealer(s).
Method of Issue:	The Notes will be issued in Series. Each Series may be issued in one or more Tranches on the same or different issue dates. The specific terms of each Tranche (which will be completed, where necessary, with the relevant terms and conditions and, save in respect of the issue date, issue price, the amount and the date of the first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be completed in the Final Terms.
Forms of Notes:	<p>Notes may be issued in bearer form or in registered form. Bearer Notes will not be exchangeable for Registered Notes and Registered Notes will not be exchangeable for Bearer Notes. No single Series or Tranche may comprise both Bearer Notes and Registered Notes.</p> <p>Each Tranche of Bearer Notes will initially be in the form of either a Temporary Global Note or a Permanent Global Note (each as defined below), in each case as specified in the relevant Final Terms. Each Global Note which is not intended to be issued in new global note form (a "Classic Global Note" or "CGN"), as specified in the relevant Final Terms, will be deposited on or around the relevant issue date with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and each Global Note which is intended to be issued in new global note form (a "New Global Note" or "NGN"), as specified in the relevant Final Terms, will be deposited on or around the relevant issue date with a common safekeeper for Euroclear and/or Clearstream, Luxembourg. Each Temporary Global Note will be exchangeable for a Permanent Global Note or, if so specified in the relevant Final Terms, for Definitive Notes. If TEFRA D is specified in the relevant Final Terms as applicable, certification as to non-U.S. beneficial ownership will be a condition precedent to any exchange of an interest in a Temporary Global Note or receipt of any payment of interest in respect of a Temporary Global Note. Each Permanent Global Note will be exchangeable for Definitive Notes in accordance with its terms. Definitive Notes will, if interest-bearing, have Coupons and/or Talons attached.</p> <p>Each Tranche of Registered Notes will be in the form of either Individual Note Certificates or a Global Registered Note, in each case as specified in the relevant Final Terms. Each Note represented by a Global Registered Note will either be: (a) in the case of a Note which is not to be held under the new safekeeping structure ("New Safekeeping Structure" or "NSS"), registered in the name of a common depositary (or its nominee) for</p>

Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and the relevant Global Registered Note will be deposited on or about the issue date with the common depository; or (b) in the case of a Note to be held under the New Safekeeping Structure, be registered in the name of a common safekeeper (or its nominee) for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and the relevant Global Registered Note will be deposited on or about the issue date with the common safekeeper for Euroclear and/or Clearstream, Luxembourg.

Currencies:	Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in any currency agreed between the Issuer and the relevant Dealer(s).
Status and Guarantee:	The Notes will constitute direct, unconditional and (subject to Condition 5 (<i>Negative Pledge</i>)) unsecured obligations of the Issuer as described in “ <i>Terms and Conditions of the Notes – Status</i> ”. The Guarantee constitutes a direct, unconditional and (subject to Condition 5 (<i>Negative Pledge</i>)) unsecured obligation of the Guarantor.
Issue Price:	Notes may be issued at any price on a fully paid basis, as specified in the relevant Final Terms. The price and amount of Notes to be issued under the Programme will be determined by the Issuer, the Guarantor and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions.
Maturities:	Any maturity of not less than 365 days, subject, in relation to specific currencies, to compliance with all applicable legal and/or regulatory and/or central bank (or equivalent body) requirements.
Redemption:	Notes may be redeemable at par or such other Redemption Amount as may be specified in the relevant Final Terms.
Optional Redemption:	The Final Terms issued in respect of each issue of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or the Noteholders, and if so the terms applicable to such redemption.
Redemption or Purchase on Change of Control:	The Notes of a Noteholder may be redeemed or purchased prior to their stated maturity at the option of such Noteholder on a change of control (as described in Condition 9(f) (<i>Redemption and Purchase – Redemption or Purchase on Change of Control</i>)), to the extent specified in the relevant Final Terms.
Tax Redemption:	Except as described in “ <i>Optional Redemption</i> ” and “ <i>Redemption or Purchase on Change of Control</i> ” above, early redemption will only be permitted for tax reasons as described in Condition 9(b) (<i>Redemption and Purchase – Redemption for tax reasons</i>), where the Issuer or the Guarantor has an obligation to pay additional amounts under Condition 12 as a result of a change in, or amendment to, UK withholding tax rules.
Interest:	Notes may be interest-bearing or non-interest bearing. Interest (if any) may accrue at a fixed rate or a floating rate and the method of calculating interest may vary between the issue date and the maturity date of the relevant Series.
Denominations:	No Notes may be issued under the Programme with a minimum denomination of less than EUR 100,000 (or its equivalent in any other currency). Subject thereto, Notes will be issued in such denominations as may be specified in the relevant Final Terms, subject to compliance with

all applicable legal and/or regulatory and/or central bank (or equivalent body) requirements.

Negative Pledge:

The Notes will have the benefit of a negative pledge as described in Condition 5 (*Negative Pledge*).

Cross Acceleration:

The Terms and Conditions of the Notes will contain a cross acceleration provision as described in Condition 13 (*Events of Default*).

Taxation:

All payments of principal and interest in respect of Notes and the Coupons or under the Guarantee of the Notes by or on behalf of the Issuer or the Guarantor shall be made free and clear of withholding taxes of the United Kingdom or any political subdivision therein or any authority therein or thereof having power to tax, unless the withholding is required by law. In that event, the Issuer or (as the case may be) the Guarantor will (subject as provided in Condition 12 (*Taxation*)) pay such additional amounts as will result in the Noteholders and the Couponholders receiving such amounts as they would have received in respect of such Notes had no such withholding been required, all as described in “*Terms and Conditions of the Notes – Taxation*”.

Governing Law:

English law.

Ratings:

The Issuer has been rated Baa2 by Moody’s and BBB+ by S&P. Series of Notes issued under the Programme may be rated or unrated. Where a Series of Notes is rated, such rating will be disclosed in the relevant Final Terms and will not necessarily be the same as the rating assigned to the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Selling Restrictions:

For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of offering material in the EEA (including Belgium), Singapore, Switzerland, United States of America and the United Kingdom, see “*Subscription and Sale*” below.

**United States
Restriction:**

Selling Regulation S, Category 2

RISK FACTORS

Any investment in the Notes is subject to a number of risks. Prior to investing in the Notes, prospective investors should carefully consider risk factors associated with any investment in the Notes, the business of the Issuer and the Guarantor and the industry in which they operate together with all other information contained in this Base Prospectus (including information incorporated by reference), including, in particular the risk factors described below. Words and expressions defined in the “Terms and Conditions of the Notes” below or elsewhere in this Base Prospectus have the same meanings in this section.

In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

The following is not an exhaustive list or explanation of all risks which investors may face when making an investment in the Notes and should be used as guidance only but are the material risks that the Issuer and the Guarantor believe to be the most relevant to an assessment by a prospective investor of whether to consider an investment in the Notes. Additional risks and uncertainties relating to the Issuer and the Guarantor that are not currently known to the Issuer and the Guarantor at the date of this Base Prospectus, or that either currently deems immaterial as at such date, may individually or cumulatively also have a material adverse effect on the business, prospects, results of operations and/or financial position of the Issuer and the Guarantor and, if any such risk should occur, the price of the Notes may decline and investors could lose all or part of their investment. Investors should consider carefully whether an investment in the Notes is suitable for them in light of the information in this Base Prospectus and their personal circumstances.

INTRODUCTION

The risk factors described below are those that the Issuer and the Guarantor believe are material and specific to the Issuer and the Guarantor and that may affect the Issuer’s and the Guarantor’s ability to fulfil each of their respective obligations under the Programme and any Notes.

In addition, risk factors which are specific to Notes issued under the Programme are also described below.

RISKS RELATING TO THE ISSUER AND THE GUARANTOR

Strategic Risk

The Group may not be able to expand or enhance its portfolio through successful mergers or acquisitions or disposals and may become liable for claims arising from completed mergers, acquisitions or disposals

The Group’s growth strategy includes a combination of organic growth, mergers and acquisitions and selected disposals.

The Group announced on 31 January 2025 that it was planning to take a number of strategic actions, including selling the Smiths Interconnect division and subsequently selling or demerging the Smiths Detection division (or other similar arrangement), to simplify its business by focusing on the John Crane and Flex-Tek divisions. The Group has exposure to some cyclical markets, such as construction and energy, and the announced strategic actions will reduce both the size and the diversification of the Group. In addition, there is no certainty that the anticipated benefits to the Group from such disposals or demergers (or other similar arrangement), namely the John Crane and Flex-Tek divisions delivering continued growth and margin expansion, may materialise. Further, there is execution risk associated with the strategic actions as their success depends on obtaining the necessary regulatory approvals but there can be no assurance that such approvals will be obtained. The Group may also not achieve the desired price for any disposal. These foregoing risks create uncertainty and could have a material adverse effect on the Group’s business, results of operations and financial condition.

Furthermore, a sale of the Smiths Interconnect division and sale or demerger of the Smiths Detection division (or other similar arrangement) may create credit challenges for the Group for the reasons outlined above (including reduced diversification and execution risk). There is no certainty that such disposals or demergers (or other similar arrangement) would not deteriorate the Issuer’s underlying business fundamentals. If such a risk were to materialise, this could lead to a downgrade of the Issuer’s credit ratings, including to below investment grade. See also “—Economic and Financial Risk—Downgrades of its debt ratings could adversely affect the Group” below.

In addition, such disposals and divestitures of parts of the Group's business may mean that the Group gives certain indemnities, warranties and guarantees to counterparties relating to, among other matters, known and potential latent environmental liabilities.

The extent to which the Group will be required in the future to incur costs under any indemnities, warranties, guarantees or contracts which the Group enters into in connection with such disposals cannot be determined with certainty. If the Group should incur such costs, this could have an adverse effect on its results of operations, financial condition and cash flows.

The Group completed the sale of the Smiths Medical division in 2022 and has also been active in mergers and acquisitions over the past years, implementing a high level of portfolio changes. The success of this strategy depends, among other things, on the identification of suitable acquisition targets and disposal partners, obtaining the necessary authorisations and approvals, and the ability to commit the necessary finance. There can be no assurance that the necessary acquisition financing will be available to the Group on acceptable terms if and when required.

Even if the Group is successful in making an acquisition, the products and technologies that it acquires may not be successful or may require significantly greater resources and investments than the Group originally anticipated. The Group may not be able to successfully integrate the businesses that it acquires or obtain the appropriate regulatory approvals for such acquisitions. Additionally, there is no guarantee that any anticipated benefits from an acquisition will be realised. Integrating acquisitions is a complex, time consuming and expensive process that involves risks, including the risk that the integration may divert the focus of management and resources from the Group's goals, and the risk that the integration may take longer and be more expensive than expected. The Group can also experience difficulties in integrating geographically separated organisations, systems and facilities, and personnel with diverse backgrounds. The Group's financial performance may suffer from goodwill or other acquisition-related impairment charges. Any of the foregoing risks could result in increased costs, decreased revenues or a loss of opportunities for the Group and thus could have a material adverse effect on the Group's business, results of operations and financial condition. The Issuer's credit ratings could also be impacted. See "*Economic and Financial Risk—Downgrades of its debt ratings could adversely affect the Group*" below.

The Group may also incur or assume significant debt or known, unknown or contingent liabilities, such as environmental liabilities, products liability, patent infringement claims or other unknown liabilities in the event that the Group is deemed to be a successor to the liabilities of the acquired company. Any such claim against the Group may adversely affect its business and financial condition.

Economic and Financial Risk

The Group's international operations expose it to a broad range of social, political and economic risks that are inherent in operating in a global market

The Group operates in over 50 countries and derives revenue from significant operations in the United States, Canada, the United Kingdom, Germany, France, Italy, the Czech Republic, Singapore and China. The Group's results of operations and financial condition are influenced by the social, economic, regulatory and political situations in these and other markets and regions in which it and its suppliers have operations, which are often unpredictable and outside its control.

Furthermore, the Group has operations in several developing economies, particularly in Asia and Latin America (including Mexico), and its strategy includes continuing to expand its operations in these regions. However, many developing economies have recent histories of economic, social and political instability, including, for example, political unrest in North Africa and the Middle East, the ongoing conflict in the Middle East, security concerns in Mexico, unexpected changes in local laws, regulations and standards, substantial depreciation and volatility in national currencies and the imposition of trade barriers and wage and price controls.

The Group's operations in all of these countries are subject to varying degrees of risk including:

- exchange controls, currency restrictions and fluctuations in currency values;
- political instability;

- risk of sovereign default;
- trade protection measures;
- import or export requirements;
- epidemics or pandemics, such as the COVID-19 pandemic;
- subsidies or increased access to capital for firms who are currently or may emerge as competitors in countries in which the Group has operations;
- consumer confidence and consumer perception of economic conditions in the Group's markets;
- legal, fiscal and regulatory change;
- differing labour regulations; and
- differing protection of intellectual property.

Following the February 2022 invasion of Ukraine by Russia, the United States, the European Union, United Kingdom, Canada, Japan and Australia, among others, imposed broad-ranging economic sanctions against officials, individuals, regions, companies and industries in Russia. Such sanctions have led to a significant reduction in trading volumes between these economies and Russia, which has resulted in increased commodity prices on global markets for oil and natural gas, among other products. The effects of such sanctions, coupled with the increased geopolitical tensions following Russia's invasion of Ukraine, have materially and negatively affected global macroeconomic conditions and impacted the Group, including as a result of the Group's cessation of sales in Russia from March 2022.

Furthermore, this year, the United States administration has intensified its trade policies, implementing or signalling new tariffs and restrictions (see "*—The Group may be adversely affected by changes in tariffs or other government trade policies*" below). Additionally, escalating geopolitical tensions, including the conflict in the Middle East, and the conflict in Ukraine and economic sanctions on Russia (as mentioned above), have further strained global supply chains. These factors, combined with uncertainties in United States-China relations, could disrupt the global economy and negatively affect the Group's revenues. If the Group's revenues generated from international sales decline significantly as a result, it could have a material adverse effect on the Group's business and results of operations. Additionally, in light of the recently held elections in the United States and various international jurisdictions, there is considerable uncertainty regarding reforms of various aspects of existing laws, regulations, and enforcement priorities and strategies that could affect trade policies, labour matters, taxes, and technological advancements, among other areas, and have a material effect on the Group's business and results of operations.

High inflation is another factor that can deteriorate economic conditions in the countries where the Group operates and it has caused, and may continue to cause, a rise in the costs of manufacturing the Group's products. If the Group is unable to pass additional inflation on through pricing, its financial performance may suffer. Continued concerns regarding high inflation in a number of countries, including the United States, the United Kingdom and across Europe, have led to tightening monetary policy and continuation of a higher interest rate cycle, which could also have a negative impact on global economic conditions. Global economic conditions may also adversely affect the Group's customers, which may cause them to terminate existing purchase orders or to reduce the volume of products or services they purchase from the Group in the future.

All of the above and other factors may have a material adverse effect on the Group's international operations and supply chains, or on its business, results of operations and financial condition generally.

The Group may be adversely affected by changes in tariffs or other government trade policies

Exports are significantly affected by applicable tariff barriers and, therefore, the implementation of tariff barriers or the heightening of existing tariffs and other trade restrictions by certain countries could have an adverse effect on the global economy, as well as on the Group's business and results of operations. For example, the United States government has imposed a 10 per cent. baseline tariff on imports of all foreign-origin goods, in addition to country-specific tariff rates on imports from certain countries, such as China, Mexico, Canada, Malaysia and

the European Union, and from certain sectors, such as on steel and aluminium imports. This has led to retaliatory tariff increases by certain of the affected countries. It is uncertain whether the United States government will implement further bilateral or universal tariffs applicable to exports from other countries in which the Group operates.

If any of the products that the Group exports are subject to increased tariff barriers or trade restrictions, the Group may not be able to pass on these increased costs to the Group's customers or demand for these products could decrease, which could have a material adverse effect on the Group's business, results of operations and financial condition.

Furthermore, a notable element of the Group's revenues comes from governments and their agencies or is influenced by government regulation. There can be no assurance that new or increased tariffs will not be introduced by either the United States government or by certain of the affected countries in retaliation. Any such new or increased tariffs may impact governments and/or government agencies that are customers of the Group, which may cause them to cancel existing contracts or to reduce the volume of products or services they purchase from the Group in the future. See "*—The Group's revenues and financial condition depend to a significant degree on spending by governments and government agencies*" below.

The Group's revenues and financial condition depend to a significant degree on spending by governments and government agencies

A notable element of the Group's revenues comes from governments and their agencies or is influenced by government regulation; a significant majority of the revenue for Smiths Detection, and a significant portion for Smiths Interconnect, are directly or indirectly influenced by spending by governments and government agencies. As a result, the Group's business is affected by government spending priorities and budgetary conflicts, in particular those of the United States and European governments, and the willingness of governments to commit substantial resources to homeland security and defence initiatives. This year, the United States administration has imposed a 10 per cent. baseline tariff on imports of all foreign-origin goods, in addition to country-specific tariff rates on imports from certain countries and from certain sectors (see "*—The Group may be adversely affected by changes in tariffs or other government trade policies*" above). There can be no assurance that new or increased tariffs will not be introduced by either the United States government or by certain of the affected countries in retaliation. Any such new or increased tariffs may impact governments and/or government agencies that are customers of the Group, which may cause them to cancel existing contracts or to reduce the volume of products or services they purchase from the Group in the future.

Smiths Detection frequently needs to tender for government contracts. Smiths Detection has observed delays and uncertainty in the timing of contracts and tender activities. The timing of the award of contracts and payments under such contracts may be uncertain and uneven over a given financial year, possibly resulting in uneven revenues which may distort the Group's results of operations in a given period compared to prior periods.

At times the Group must bid for contracts prior to completing the necessary design, which may result in unforeseen technological difficulties and/or cost overruns. In addition, the Group is exposed to periodic government audit procedures which may lead to a shortfall in cost recovery.

Additionally, the risk that governmental purchases of the Group's products may decline results from the terms of certain of the Group's contracts with governments. For example, a government body that is the Group's counterparty to a contract may:

- terminate contracts at its convenience;
- terminate, reduce or modify contracts or subcontracts if its requirements or budgetary constraints change; and
- cancel multi-year contracts and related orders if funds become unavailable.

This is particularly true in the United States currently, where the newly formed Department of Government Efficiency has been tasked with significantly cutting federal spending which could result in delay and cancellations of some contracts which could affect the Group's operations in the United States.

Fluctuation in currency exchange and interest rates could have an adverse effect on the Group's results of operations

The Group's operating results are impacted by exchange rate fluctuations. In the recent past, currency exchange rates have been volatile. Changes in exchange rates can unpredictably and adversely affect the Group's consolidated operating results, and could result in exchange losses.

The Group is exposed to two types of currency risk, transaction risk in respect of products manufactured in one currency region and sold in another currency, and translation risk in that the results of its non-UK businesses will translate into Sterling, the Group's reporting currency, at differing values, depending on the exchange rate. Over 95 per cent. of the Group's revenues for the financial year 2024 were derived from non-UK markets. Therefore, fluctuations in the exchange rate of Sterling against other currencies (particularly the U.S. Dollar and the Euro) can have a significant impact on its manufacturing costs and, as a result, on its revenues and operating results. In circumstances in which the Group's contracts are denominated in currencies other than Sterling, delays in payment can affect translation value if the relevant currency exchange rate fluctuates between the time the contract is signed and payment.

The Group is exposed to interest rate risk derived from indebtedness which has been issued at floating interest rates. The Group manages interest rate risk through fixed rate borrowings and interest rate swaps. At 31 July 2024, 54 per cent. of the Group's gross borrowings (excluding leases) were at fixed interest rates, after adjusting for interest rate swaps and the impact of short maturity derivatives designated as net investment hedges. However, there can be no assurance that these measures will be sufficient to eliminate exposure to higher interest rates.

Changes in currency values, including future exchange rate fluctuations between Sterling and the currencies of countries in which the Group operates, as well as changes in interest rates, may have an adverse impact on the Group's business, financial condition and results of operations.

The Group is exposed to credit risk from its credit counterparties, including customers, banks and insurers

Cash deposits and other financial instruments expose the Group to credit risk on the amounts due from counterparties such as suppliers, banks, insurers, pension annuity providers and customers, including governments and government agencies. The failure of any counterparty to meet its obligations to the Group could have an adverse effect on the Group's financial condition or operations. There can be no guarantee that any particular credit risk will not have a material adverse effect on the Group's financial condition.

The Group's ability to refinance its borrowings in the bank or capital markets may be materially and adversely affected by a financial crisis in a particular geographic region, industry or economic sector

The Group's ability to refinance its borrowings in the bank or capital markets to meet the financial requirements of the Group is dependent on favourable market conditions. Financial crises in particular geographic regions or in particular industries or economic sectors have, in the recent past, led and could, in the future, lead to sharp declines in the currencies, stock markets and other asset prices in those geographic regions, industries or economic sectors, in turn threatening affected financial systems and economies.

Such financial crises may adversely impact the Group's ability to refinance its borrowings in the bank or capital markets and may significantly increase the costs of such refinancing. If sufficient sources of financing are not available in the future for these or other reasons, the Group may not be able to meet its financial requirements, which could have an adverse effect on its funding and liquidity position, its credit ratings or its ability to finance acquisitions. This could materially and adversely affect the Group's business, results of operations and financial condition.

The Group is exposed to pension funding risk on liabilities under its retirement benefit schemes which may increase in the future due to a number of factors

The Group operates a number of retirement benefit plans worldwide. These include defined benefit and defined contribution plans and, mainly in the United Kingdom and the United States, post-retirement healthcare. These arrangements have been developed in accordance with local practices in the relevant market. As a result of these retirement benefit arrangements, the Group is subject to various funding risks, including poor performance

of the investments (particularly equity investments), increased longevity of members and changes in valuation and funding assumptions.

The principal defined benefit pension plans are in the United Kingdom and the United States and these have been closed so that no future benefits are accrued. The contributions to the Group's defined benefit plans and their valuations are determined in accordance with the advice of independent, professionally qualified actuaries. Under the Group's defined benefit plans, it is committed to pay a defined level of benefits to plan participants, thereby bearing the risk that the plans' assets, such as investments in equity and debt securities, may not be sufficient to cover the value of those benefits. The value of the plans' assets is affected by, among other things, developments in the equity and bond markets. The United Kingdom pension plans no longer have any equity investments and the United States pension plan holds approximately 12 per cent. of its investments in equities, so equities only represent approximately 1 per cent. of total global pension assets. The Group employs hedging strategies to hedge against changes in interest rates and inflation.

As at 31 January 2025, 60 per cent. of the Group's United Kingdom liabilities had been de-risked through the purchase of annuities from third-party insurers, transferring the investment, longevity, interest rate and inflation risk for those liabilities. A triennial review of each of the two principal United Kingdom pension plans, the Smiths Industries Pension Scheme (SIPS) and the TI Group Pension Scheme (TIGPS), was completed in March 2023 and April 2023 respectively. The conclusions of any future review may have an adverse effect on future cash flows. Changes in asset returns, inflation, long-term interest rates and other actuarial assumptions could require the Group to make further contributions to the pension plans, and such contributions could be significant and have a negative impact on the Group's cash flow and results of operations. The Group's pension obligations could also adversely affect the Group's credit rating.

Downgrades of its debt ratings could adversely affect the Group

Each of Moody's and S&P have recently maintained the Issuer's ratings at Baa2 and BBB+, respectively. A downgrade by Moody's and/or S&P for any reason, including as a result of the uncertainty associated with the strategic actions announced by the Group on 31 January 2025, or as a consequence of such actions (see "*Strategic Risk—The Group may not be able to expand or enhance its portfolio through successful mergers or acquisitions or disposals and may become liable for claims arising from completed mergers, acquisitions or disposals*" above), including to below investment grade, may increase the Group's cost of borrowing and make it more difficult for the Group to obtain new financing which may have a material adverse effect on its business, financial condition and results of operations.

Legal, Regulatory and Compliance Risk

The Group is subject to a broad range of laws, regulations and standards in the jurisdictions in which it operates. Any unexpected changes in these laws or regulations or failure to comply with them could have significant adverse consequences for the Group's business and results of operations

The Group operates in highly regulated markets. The Smiths Detection and Smiths Interconnect divisions are particularly subject to regulation, with certain customers and regulatory or other enforcement bodies routinely inspecting practices, processes and premises. Certain of the Group's products or constituent parts, are subject to regulatory approval or certification processes. Should a regulator's approval or certification process take a particularly long time, the Group's products may suffer a delay in getting to the market, which could give an advantage to a competitor with a similar product and negatively affect the Group's results.

As manufacturers and exporters of military and dual-use goods, Smiths Detection and Smiths Interconnect are subject to the export control laws and regulations of the countries in which they do business. Violations of export control laws and regulations can result in criminal and/or civil penalties, denial of export privileges, debarment and reputational harm.

Smiths Detection and Smiths Interconnect also maintain a Special Security Agreement ("SSA") with the U.S. Department of Defense that enables their "cleared" facilities to access classified information in support of work performed on certain government contracts despite their foreign ownership. The "cleared" facilities must operate in accordance with the SSA and other relevant laws and regulations and are subject to annual audit by the U.S. Defense Security Service. Violations can result in invalidation of facility security clearances, loss of business, and reputational harm.

In addition, new regulations or certification requirements may require additional expenses or restrict the Group's commercial flexibility and planned business strategies. Efforts by the private and public sector, specifically in the United States, to control health care costs through legislation and regulatory initiatives may lead to lower reimbursements and increased utilisation controls related to the use, by health care providers, of a range of medical devices.

Further, new legislation, regulations or certification requirements may require additional expense, restrict commercial flexibility and business strategies or introduce additional liabilities for the Group or its directors. There also appears to be a growing trend for legislation that could be described as 'protectionist', which may affect the Group's businesses.

Should any of the Group's divisions, including their respective agents and distributors, fail to comply with the laws and regulations of the jurisdictions in which they operate, that division or the Group could be subject to civil and/or criminal penalties, administrative sanctions including disqualification from public procurement processes, debarment and reputational damage.

The Group may be adversely affected by environmental laws, regulations and liabilities

The Group is subject to numerous foreign, international, national, regional and local environmental laws and regulations concerning emissions into the environment, including greenhouse gas emissions, discharges to the ground, air and surface and subsurface water, the generation, storage, handling, use, transportation, disposal and treatment of hazardous materials and waste, noise pollution and the health and safety of its employees. Pursuant to such laws and regulations, for certain activities, the Group is required to obtain permits from governmental authorities. There can be no assurance that the Group has been or will be at all times in complete compliance with such laws, regulations and permits. If the Group violates or fails to comply with these laws, regulations or permits, it could be fined or otherwise sanctioned by regulators. The Group monitors the regulatory landscape for changes to these requirements including those that could limit the use of certain restricted substances; however, the Group cannot anticipate whether, and to what extent, environmental requirements may become stricter over time, nor can there be any assurance that the cost of maintaining compliance with environmental laws, regulations or permits will not increase. Substantial increases in environmental compliance costs or the Group's failure to comply with such environmental requirements could adversely affect its business, reputation, results of operations and financial condition.

Under certain environmental laws, the Group could be held responsible for any and all liabilities and consequences arising out of past or future releases of hazardous materials or waste, human exposure to such substances or other environmental damage, including potentially significant remedial costs. The environmental laws of the jurisdictions in which it operates impose liability for and actual and potential obligations to remediate releases of hazardous materials or contamination relating to the Group or its predecessors' past or present facilities or third-party waste disposal sites. The Group is currently involved in various investigation and remediation activities at such locations. There is a risk that such liabilities or remediation costs could prove greater than expected or that further contamination could be discovered with significant adverse consequences for the Group. The Group makes provisions for expected liabilities and remediation costs based on independent professional advice, but there can be no assurance that such provisions will adequately cover such liabilities or costs.

The Group's liabilities or remediation costs arising from releases of or exposure to hazardous materials could have an adverse effect on its business, reputation, results of operations and financial condition.

The Group is subject to litigation including, but not limited to, asbestos and other product liability litigation

In the ordinary course of business, the Group is subject to litigation such as product liability claims, employee disputes and other kinds of lawsuits, and faces different types of legal issues in different jurisdictions. The high level of litigation activity in the United States, for example, exposes the Group to the likelihood of various types of lawsuits commonplace in that country, such as a "mass tort" and "class action" litigation, and challenges to the scope and validity of patents. These types of proceedings (or the threat of them) are also used to create pressure to encourage negotiated settlement of disputes. Any claim brought against the Group, with or without merit, could be costly to defend and could result in an increase of its insurance premiums. Some claims brought against the Group might not be covered by its insurance policies. Furthermore, even where the claim is covered by the Group's insurance, insurance coverage might be inadequate and it would have to pay the amount of any

settlement or judgment that is in excess of its policy limits. In addition, there is the risk that any litigation the Group is subject to may prove more costly and time consuming than expected. There is also a risk that the current litigation, and any additional litigation instigated in the future, could have a material adverse impact on the Group. For further information on the John Crane, Inc. asbestos litigation and Titeflex Corporation's flexible gas piping products, see "*Description of the Issuer— Litigation*".

The Group may be unable to protect its intellectual property rights or may infringe the intellectual property rights of others

The Group's results of operations are partially dependent on its ability to protect its intellectual property and other proprietary rights. The Group relies primarily on patents, trademarks, copyrights, trade secrets, know-how and unfair competition laws, as well as confidentiality and non-disclosure clauses and agreements and other contractual provisions to protect its intellectual and other proprietary rights. However, patent protection does not prevent competitors from developing equivalent or superior products without infringing the Group's intellectual property rights. If the Group does not obtain sufficient protection for its intellectual property, or if it is unable to effectively enforce its intellectual property rights, the Group's competitiveness could be impaired, which would limit its growth and future revenue.

Additionally, the Group's trade secrets and know-how held by it and its employees are critical to the Group's business. There can be no assurance that such persons will not reveal the Group's trade secrets, breach their agreements with the Group or convey the Group's know-how or other confidential information to competitors. In such cases, the Group may not have adequate remedies, if any, to compensate it for losses that it may suffer.

Whilst the Group endeavours to protect its own intellectual property rights and respect those of others, there can be no guarantee that the Group's technology will not be found to infringe rights owned by or granted to others. Similarly, there can be no assurance that any of the Group's currently patented products will not be the subject of intellectual property litigation or other disputes. If the Group cannot resolve an intellectual property dispute, it may be liable for damages, be required to obtain costly licences or be stopped from manufacturing, using or selling its products. Contesting such claims can be costly, even if the Group is successful.

The Group's business may be significantly affected by changing tax laws and tax rates from around the world

The Group operates in over 50 markets and pays tax in accordance with the tax legislation of those markets. Tax laws and tax rates around the world are constantly changing and the Group is exposed to the risk of changes in tax legislation (particularly following any change of government in a country in which the Group operates), its interpretation and increases in the rate of corporate and other taxes in the jurisdictions in which it operates.

Many jurisdictions in which the Group operates have experienced high levels of sovereign debt. If as a result of increasing levels of sovereign debt or for other reasons, governments in the jurisdictions in which the Group operates implement changes in tax legislation or regulations which lead to higher taxes, this may have an adverse effect on the Group's business, results of operations and financial condition. Revisions to tax legislation or to its interpretation might also affect the Group's results in the future.

The exact nature of any tax changes which may be imposed is difficult to predict and outside the control of the Group, and such uncertainty may make it difficult for the Group to plan, invest, and otherwise carry on business in the jurisdictions in which it operates.

Business Execution, Operations and Supply Chain Risk

The Group operates in diverse locations which exposes it to a broad range of operational and other external risks

Because of the locations of the Group's operations and manufacturing facilities, it is exposed to a number of natural catastrophe risks, such as earthquakes, floods, hurricanes and other types of storms, which, like other external events, such as terrorist attacks, a nuclear disaster or a disease pandemic, could have significant adverse consequences for its business. Other operational risks the Group faces include:

- equipment and systems failures including information technology failures;
- difficulty in enforcing legal claims and agreements through some national legal systems;

- labour force shortages or work stoppages;
- events impeding or increasing the cost of transporting products; and
- political unrest, social unrest and civil disturbances.

Should any of these operational risks materialise, they could lead to delays in the delivery of the Group's products or breaches in the provision of its services, including adverse effects on the quality of its products or services which could lead to the need for product recalls or liability claims from customers or third parties in connection with faults in the design or manufacture of the products, which could in turn have an adverse effect on the Group's business, reputation, results and financial condition.

The Group is exposed to risks related to the effects of climate change

The Group is exposed to a variety of risks related to the effects of climate change, including physical risks, legal risks and market risks.

As noted above, because of the locations of the Group's operations and manufacturing facilities, the Group is exposed to a number of natural catastrophe risks. If climate change results in more volatile weather, such as storms with greater frequency and intensity, and such events become increasingly difficult to predict, this may cause greater disruption to the Group's operations, including damage to assets, both owned by the Group and within its supply chain, disruption to transportation routes and concerns about the safety of the Group's employees.

Climate change laws and regulations are evolving. Increases in climate change laws and regulations may result in challenges for the Group. For example, stricter regulations relating to Greenhouse Gas ("GHG") emissions could result in greater costs associated with monitoring and reporting obligations. In addition, any failure by the Group to comply with climate change laws or regulations could harm the Group's reputation and result in fines and damages as well as loss of business. For more information on risks related to the compliance of applicable laws and regulations, see "*—Legal, Regulatory and Compliance Risk— The Group may be adversely affected by environmental laws, regulations and liabilities*" above.

Climate change also gives rise to market risks, such as from new and emerging competitors in the Net Zero and energy efficiency space. For example, there is a risk of overcrowding in the methane leak prevention, detection and remediation market, affecting the John Crane division. The Group is proactively responding to such risks, for example John Crane has implemented procedures to track and respond to changes in demand from traditional oil and gas customers to target its portfolio of products and services towards new customers and markets, such as hydrogen and carbon capture. However, there is no guarantee that the Group will not suffer from loss of business due to increased competition.

The Group has a commitment to deliver Net Zero for Scope 1 and Scope 2 GHG emissions by 2040, and Net Zero for Scope 3 GHG emissions by 2050. A failure by the Group to make progress towards and achieve its Net Zero commitments, or any other stated sustainability target, may negatively impact its reputation and customer relationships may be damaged, reducing their appetite for the Group's products and services.

Notwithstanding the Group's focus on climate risk assessment work, in which it considers a wide range of risks identified with the support of external technical specialists and evaluated through Group and business workshops, each of the factors outlined above could have a material adverse effect on the Group's business, financial condition and results of operations.

The Group depends heavily on supplies of raw materials and purchased components and any disruption in supply or volatility in price could have a material adverse effect on the Group's performance

The Group's business is affected by the price, quality, availability and timely delivery of the various raw materials and purchased components, including electronic components, metals and plastics that it uses in the manufacture of its products. The Group's business, therefore, could be adversely affected by factors affecting its suppliers and supply chain, such as the destruction of suppliers' facilities or their distribution infrastructure, a work stoppage or strike by suppliers' employees, disruption of transportation and supply routes due to civil or political unrest or other factors, or the failure of suppliers to provide materials of the requisite quality or by increased costs of such raw materials or components.

In particular, the Group relies on sole suppliers to provide raw materials or purchased components for some of its products. The Group has mitigation plans in place for sole source suppliers, including qualifying alternative sources of supply where appropriate. However, the Group cannot guarantee that it will not encounter loss of or shortage in supply or volatility in prices of these sourced materials, in the future, in which case it may not be able to quickly establish additional or replacement sources for certain components or materials. A reduction or interruption in manufacturing, disruptions in transport, volatility in prices or an inability to secure alternative sources of raw materials or components could have a material adverse effect on its business, financial condition, results of operations and cash flows.

The concentration of manufacturing in countries with lower manufacturing costs, in particular Mexico, Malaysia and China, increases the length of the supply chain and means that an adverse event could have more significant consequences for the Group's ability to supply customers on time. A longer supply chain also affects transport costs, which could be exacerbated by energy cost inflation.

The Issuer may receive pressure from shareholders or other parties with an economic interest in the Group, whose interests may be adverse to the Group's interests and the interests of the holders of the Notes

While as of 3 March 2025, the largest percentage of issued ordinary shares in the Issuer held by a shareholder (being BlackRock, Inc.) is 6.8 per cent., the Issuer may nonetheless be influenced by shareholders or other parties with an economic interest in the Group. For further information as to the current shareholders of the Issuer, see "*Description of the Issuer—Principal Shareholders*". Such influence may take the form of pressuring the management or the board of directors of the Issuer to act in a certain way. For example, the Issuer received a letter dated 17 January 2025 from Engine Capital LLP, a shareholder in the Issuer holding close to 2 per cent. of the Issuer's outstanding shares, calling on the board of directors to announce an alternative strategic process aimed at maximising value for shareholders. There can be no assurance that the Group's decision-making processes will be free from shareholder or other interested parties' influence or pressure focussed on maximising value for those parties, which may be adverse to the Group's interests and the interests of the holders of the Notes. The impact of such actions could have a material effect on the Group's business, financial condition and results of operations.

A failure by the Group to deliver products and services on time and in full could adversely affect the Group

The Group is obliged, as part of its business, to deliver, in a timely fashion, a number of products and services. Failure to do so, or any fault in contract execution due to delays or breaches by its suppliers or other counterparties, may lead the Group to be liable for higher costs, liquidated damages or other penalties. In addition, certain contracts entered into by the Group may expose the Group to unlimited liabilities to counterparties or allow them to terminate a contract unilaterally, amend the terms of such contract or seek other remedies at the expense of the Group.

Defects or failures associated with the Group's products could lead to recalls or safety alerts and negative publicity

Manufacturing flaws, component failures or design defects could require the Group to recall products. Many of the Group's products are used in critical applications such as products sold to aviation, security, energy and consumer/domestic industries, where the consequences of a failure could be extremely serious and, in some cases, potentially catastrophic, particularly where its products have been supplied to government or military organisations, or where supplied for pharmaceutical, food and/or beverage applications.

Due to the strong name recognition of certain of the Group's brands, an adverse event involving one of its products could result in reduced market acceptance and demand for all products within that brand and could harm the Group's reputation and its ability to market its products in the future. In some circumstances, adverse events arising from or associated with the design, manufacture or marketing of the Group's products could result in the suspension or delay of regulatory reviews of its applications for new product approvals. The Group, or its end customers, may also undertake voluntarily to recall products or temporarily shut down production lines based on internal safety and quality monitoring and testing data. These problems may arise from issues with the Group's suppliers or other external parties who operate outside its control. Any of the foregoing problems could disrupt the Group's business and have a material adverse effect on its business, results of operations, financial condition and cash flows.

The Group relies on insurance to manage many of the risks to which it is subject in the course of its business. Such insurance may not be sufficient to cover the Group's potential losses

Where appropriate, the Group seeks to insure against business risks and protect many of its assets and associated profits by purchasing insurance. The severity and frequency of various events, such as accidents and other mishaps, business interruptions or potential damage to the Group's facilities, property and equipment caused by inclement weather, human error, pollution, labour disputes, natural catastrophes and other eventualities, may result in losses or expose the Group to liabilities in excess of its insurance coverage or significantly impair its reputation.

There can be no assurance that the Group will be able to obtain insurance on terms acceptable to it or at all since insurance varies in cost and can be difficult to obtain. Furthermore, there can be no assurance that the insurance coverage of the Group will respond or be sufficient to cover the loss arising from any or all of the above events. In addition, even if the Group's coverage is sufficient, the insurance industry is subject to credit risk, particularly in the event of a catastrophe or where an insurer has substantial exposure to a specific risk, which may expose the Group to losses.

The Group aims to transfer certain legal liability risks such as product liability and employer's liability to insurers, but the Group's claims under insurance policies are subject to policy limits, deductibles, exclusions and other conditions, and there is no guarantee that the Group's insurance will cover any or all of such legal liability claims. In particular, because the Issuer and its subsidiaries have been in business for many years, there is a risk of latent injury claims that may not be covered by insurance.

Furthermore, as the Group operates globally, it may not enjoy the protection of limited liability in certain instances afforded by local statutes such as the US Safety Act. There can be no guarantee that the policies in place will be sufficient to cover any or all costs and financial awards the Group may be required to pay as a result of third-party contractual or other liability claims. Claims which are not covered or which significantly exceed the insurance policy coverage, or for which insurance companies demand reimbursement for costs and financial judgments against the Group could have a material adverse effect on the Group and its business, financial condition and results of operations.

Any accident, failure, incident or liability could significantly affect the cost and availability of adequate insurance in the future, which could have a material adverse effect on the Group's business.

The key markets of the Group are highly competitive and in order to remain competitive in such key markets, the Group must make frequent investments in new technologies, product improvements and other projects

The industries in which the Group operates are characterised by technological innovation, intense global competition, consolidation through mergers, joint ventures and alliances and some of the Group's competitors may have greater resources than it does. Additionally, the entry of new competitors, the consolidation of competitors and changed or irrational behaviour by competitors could all have a significant adverse impact on the Group's business.

Continued development of new products and improvements to existing products are critical to the future of the Group's business and competitors, or potential competitors, may innovate in these areas more effectively than the Group does, including development of new technologies by competitors which could impact the commercial success of the Group's existing technologies, with significant adverse consequences for the Group's business and cash flow. The speed of innovation in certain markets may lead to shorter product lifecycles, increasing the need for innovation. The Group's growth depends on penetrating new markets, adapting existing products to new requirements and introducing new products that achieve market acceptance.

The Group frequently develops new technologies and introduces new products or improves existing ones, in some cases contracting to supply the products to the customer before the design is established or proven. All new or improved technologies and products involve risk, including possible abortive expenditure, reputational risk, and potential customer claims or onerous contracts. Further, the Group's research and development programme may not produce successful results, and its new products may not receive regulatory approval or achieve market acceptance, create additional revenue or become profitable, which could materially harm the Group's reputation, business, results of operations and financial condition. The same is true for investment in

new facilities and other major projects. Such risks, if they materialise, may have significant adverse consequences for the Group's business.

In addition, should there be a decrease in the funds available from the Group's operations, from customer advances (for example, if customers cancel the relevant contracts) or from government grants, the Group may not be able to continue an adequate level of research and development activity which would harm its ability to develop new products and, accordingly, negatively affect the Group's future results.

If the Group is unable to pursue its growth strategy, is unsuccessful in its research and development efforts to produce technologically superior products or is unable to maintain a competitive cost structure, the Group will not be able to compete effectively on a global scale, which would harm its business, results of operations and financial condition.

Failure to meet targeted cost savings and operational efficiencies may reduce profitability

Part of the Group's strategy is to improve profitability over time to enable investment for future growth through increased productivity and efficiency by reducing costs throughout the supply chain. However, productivity gains may not be realised, targeted cost savings may not materialise and the Group could face unexpected increases in direct or indirect costs.

The Group's ability to gain additional efficiencies may become more difficult over time and targeted costs savings initiatives may not deliver the cost savings anticipated. The Group's failure to achieve such reductions in costs would have an adverse effect on its business, financial condition and results of operations.

The Group is subject to internal control, compliance, security, ethical and technology risks

The Group's information systems, personnel and facilities are subject to security risk. Failures in security systems or processes could have significant adverse consequences, as could failures in the Group's various corporate governance and internal controls, failures to detect fraud, theft or corruption or non-compliance with the Group's code of business ethics.

Additionally, the Group is dependent on information technology systems for both internal and external communications and for the day-to-day management of its operations with a number of key enterprise resource planning projects in the course of implementation across the Group. The Issuer and certain of its subsidiaries and affiliated entities conduct business in countries which experience corruption, including government corruption, and unethical behaviour. The Group is committed to doing business in accordance with all applicable laws and its code of business ethics. However, there is a risk that the Issuer, its subsidiaries or affiliated entities or its or their respective officers, directors, employees and agents may take actions in violation of applicable laws or the Group's code of business ethics. Any such violations could result in substantial civil and/or criminal penalties, loss of business licenses or permits, exclusion from public contracts or other sanctions for the Group, its employees, management or agents and might materially adversely affect its reputation, business and results of operations or financial condition.

The Group is subject to cyber-security risk

Cyber-attacks attempting to compromise the confidentiality, integrity and availability of information technology systems and the data held on them are a continuing risk for the Group. The Group operates in markets and product areas which are known to be of interest to cyber criminals. Digitalisation and increased interconnectivity of the Group's products intensifies the risk. For example, the Group announced a cyber-security incident on 28 January 2025, which involved unauthorised access to the Group's systems. Upon detecting the breach, the Group promptly isolated the affected systems and activated its business continuity plans, enabling it to minimise disruption to the Group's operations. However, recovery took longer in the John Crane business due to the number of systems involved which affected John Crane's revenue and orders in January 2025 which continued into the third quarter. There can be no assurance that further cyber-attacks will not be encountered in the future. Any failure to adequately manage cyber-security risk could have significant adverse consequences for the Group's business.

Lack of or delays in the award of new contracts, cancellation of contracts, breaches of contractual commitments or differences between estimated costs and actual costs of performing a contract could have an adverse effect on the Group's business

The Group's long-term economic and financial performance depends, in part, on its ability to service its existing contracts and to win new contracts. The Group's contracts may be completed or expire, or they may be altered or terminated. The Group may be unable to replace these contracts with new contracts of comparable size or in a timely manner. The award of new contracts is often subject to competition and is affected by factors outside the Group's control, such as government spending decisions and administrative procedures. Any failure to secure or any delay in securing a consistent number of contracts or any interruption to or termination of existing contracts would adversely affect the Group's business, results of operations and financial condition.

Additionally, the Group's ability to execute its contractual commitments, in a timely and satisfactory manner, depends on numerous factors, including its ability to develop necessary technologies. Failure to deliver, in a timely fashion or at all, the products and services the Group is obliged to deliver, or any fault in contract execution due to delays or breaches by the Group's suppliers, may lead to higher costs or penalties. In particular, some of the Group's contracts require compliance with a variety of complex laws, regulations and standards, including US and EU export controls, breaches of which could entail serious consequences for the Group not limited to the loss of the individual contract and including potential fines and other criminal sanctions. The Group may also face difficulty enforcing its contracts with customers, suppliers or other counterparties. Enforcing the Group's contracts is especially challenging given the number of jurisdictions in which it operates.

Some of the Group's business activities involve medium- and long-term contracts and programmes. Under many of the Group's medium- and long-term contracts, revenues to be paid by the customer are established based on an estimate of costs made when the contract is awarded. Differences between the estimated costs and actual costs can have a substantial negative effect on the Group's financial position and results of operations. These differences may arise from a number of factors including production delays, cost overruns and other items. Cost overruns, as well as contractual disputes, may continue to occur in the future which may have a material adverse effect on the Group's business, financial condition and results of operations.

The Group depends on the recruitment and retention of qualified personnel and any failure to attract and retain such personnel could seriously harm its business

The Group relies on its executive directors, senior management and other key employees to generate business, maintain good customer relations and identify new opportunities. Competition for personnel is intense, and the Group may not be successful in attracting or retaining qualified personnel, particularly management and engineering professionals. In addition, certain personnel may be required to receive security clearance and substantial training to work on certain programmes or perform certain tasks. The loss of key employees, the Group's inability to attract new qualified employees, adequately trained employees, or a delay in hiring key personnel could seriously harm the Group's business, results of operations and financial condition.

RISKS RELATED TO THE STRUCTURE OF A PARTICULAR ISSUE OF NOTES

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

If the Issuer has the right to redeem any Notes at its option, this may limit the market value of the Notes concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return

An optional redemption feature of Notes is likely to limit their market value. 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.

Zero Coupon Notes may experience price volatility in response to changes in market interest rates

Zero Coupon Notes do not pay interest but are issued at a discount from their nominal value. Instead of periodic interest payments, the difference between the redemption price and the issue price constitutes interest income until maturity and reflects the market interest rate. A holder of Zero Coupon Notes is exposed to the risk that the price of such Notes falls as a result of changes in the market interest rate. Prices of Zero Coupon Notes are more volatile than the prices of Fixed Rate Notes and are likely to respond to a greater degree to market interest rate changes than interest bearing notes with a similar maturity.

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

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

RISKS RELATED TO THE NOTES GENERALLY

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

The Conditions of the Notes contain provisions which may permit their modification without the consent of all Noteholders

The Conditions of the Notes and the Trust Deed contain provisions for calling meetings of Noteholders (including by way of conference call or by use of a videoconference platform) to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote (or give their vote electronically) at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

The Conditions of the Notes and the Trust Deed also provide that the Trustee may, in certain circumstances, without the consent of Noteholders, (i) agree to modifications of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Notes, (ii) determine that any Event of Default shall not be treated as such or (iii) agree to the substitution of the Issuer or the Guarantor.

Because Notes in global form are held by or on behalf of Euroclear and Clearstream, Luxembourg, investors will have to rely on their procedures for transfer, payment and communication with the Issuer and/or the Guarantor

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

While the Notes are represented by one or more Global Notes the Issuer and the Guarantor will discharge their payment obligations under the Notes by making payments to the common depositary or a common safekeeper (as applicable) for Euroclear and Clearstream, Luxembourg for distribution to their account holders. A holder of a beneficial interest in a Global Note must rely on the procedures of Euroclear and Clearstream, Luxembourg to receive payments under the relevant Notes. The Issuer and the Guarantor have no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Notes.

Holders of beneficial interests in the Global Notes will not have a direct right to vote in respect of the relevant Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear and Clearstream, Luxembourg to appoint appropriate proxies. Similarly, holders of beneficial interests in the Global Notes will not have a direct right under the Global Notes to take enforcement action against the Issuer or the Guarantor in the event of a default under the relevant Notes but will have to rely upon their rights under the Trust Deed.

The Issuer and the Guarantor are holding companies with no revenue-generating operations of their own

The business of the Group is carried out in large part through its operating subsidiaries and associated companies. The Group depends upon operating subsidiaries to provide the funds necessary to pay the principal of, and the interest on, the Notes. These operating subsidiaries and associated companies have not guaranteed the Notes, and have no obligation, contingent or otherwise, to pay amounts due under the Notes or to make funds available for these payments, whether in the form of liens, dividends or otherwise. Payments from the operating subsidiaries to the Issuer and the Guarantor might not be able to be made in some circumstances, due to corporate law, contractual or other legal restrictions or other factors.

Holders of Notes will have a direct claim based on the Notes against the Issuer and the Guarantor, but will not have a direct claim based on the Notes against any operating subsidiaries. The right of the holders of Notes to receive payments under the Notes will be structurally subordinated to all liabilities of the operating subsidiaries and associated companies. These liabilities include debt that some of its subsidiaries have incurred under bank facilities. In the event of a bankruptcy, liquidation, reorganisation or similar proceeding relating to a subsidiary, the right of the holders of the Notes to participate in a distribution of the assets of such subsidiary will rank behind such subsidiary's and associated companies' creditors (including trade creditors) and preferred stockholders (if any), except to the extent that the Issuer or the Guarantor has a direct claim against such subsidiary. In addition, whilst the Conditions of the Notes include an event of default related to the winding-up, liquidation or dissolution or administration of the Issuer, the Guarantor or any of the Principal Subsidiaries or if the Issuer ceases or threatens to cease to carry on all or substantially all of the Group's business or operations, the event of default is subject to certain exceptions. See "*Terms and Conditions of the Notes—Condition 13(g) (Events of Default - Winding-up and Cessation of Business)*".

Notes in New Global Note and New Safekeeping Structure form

The New Global Note and New Safekeeping Structure form has been introduced to allow for the possibility of debt instruments being issued and held in a manner which will permit them to be recognised as eligible collateral for monetary policy of the central banking system for the euro (the "**Eurosystem**") and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. However in any particular case such recognition will depend upon satisfaction of the Eurosystem eligibility criteria at the relevant time. Investors should make their own assessment as to whether the Notes meet such Eurosystem eligibility criteria.

Minimum Specified Denomination and higher integral multiples

In relation to any issue of Notes in bearer form which have a denomination consisting of a minimum Specified Denomination (as defined below) plus a higher integral multiple of another smaller amount, it is possible that the Notes may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of such Specified Denomination. In such a case a Noteholder who, as a result of trading such amount, holds an amount which is less than the Specified Denomination in its account with the relevant clearing system at the relevant time would not be able to sell the remainder of its holding and may not be able to receive a Note in definitive form corresponding to such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to an integral multiple of such Specified Denomination.

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

RISKS RELATED TO THE MARKET GENERALLY

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

There is no active trading market for the Notes

Notes issued under the Programme will be new securities which may not be widely distributed and for which there is currently no active trading market (unless in the case of any particular Tranche, such Tranche is to be consolidated with and form a single Series with a Tranche of Notes which is already issued). If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon

prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer. Although applications have been made for the Notes issued under the Programme to be admitted to listing on the Official List of the FCA and to trading on the Main Market of the London Stock Exchange, there is no assurance that such applications will be accepted, that any particular Tranche of Notes will be so admitted or that an active trading market will develop. Accordingly, there is no assurance as to the development or liquidity of any trading market for any particular Tranche of Notes.

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

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

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

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

Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Notes.

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

As of the date of this Base Prospectus, the Issuer has been rated Baa2 by Moody's and BBB+ by S&P. Tranches of Notes to be issued under the Programme may be rated or unrated. Where a Tranche of Notes is rated, the applicable rating(s) will be specified in the relevant Final Terms. Such rating will not necessarily be the same as the rating(s) assigned to the Group or to Notes already issued. One or more independent credit rating agencies may also assign credit ratings to the Notes, which may not necessarily be the same ratings as the Group rating described above or any rating(s) assigned to Notes already issued. Such ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes in the EEA, unless such ratings are issued by a credit rating agency ("**CRA**") established in the EEA and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances. Such general restriction will also apply in the case of credit ratings issued by third country non-EEA credit rating agencies, unless the relevant credit ratings are endorsed by an EEA registered CRA or the relevant non-EEA third country rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). The list of registered and certified rating agencies published by ESMA on its website in accordance with the 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. In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a) endorsed by a UK

registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation. Note this is subject, in each case, to (a) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (b) transitional provisions that apply in certain circumstances.

If the status of the rating agency rating the Notes changes for the purposes of the CRA Regulation or the UK CRA Regulation, relevant regulated investors may no longer be able to use the rating for regulatory purposes in the EEA or the UK, as applicable, and the Notes may have a different regulatory treatment, which may impact the value of the Notes and their liquidity in the secondary market.

Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Base Prospectus.

INFORMATION INCORPORATED BY REFERENCE

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

Smiths Group plc

- The following sections of the 2024 Annual Report of the Issuer, which is available at: <https://www.smiths.com/media/35hdqmol/smiths-annual-report-2024.pdf>:
 - Launching Acceleration Plan to drive Group-wide productivity and capability enhancements (included on page 18);
 - Sustainability at Smiths (included on pages 32 to 39);
 - The audited consolidated financial statements and corresponding auditors' reports thereon of the Issuer for the year ended 31 July 2024 (included on pages 121 to 194);
- The audited consolidated financial statements and corresponding auditors' reports thereon of the Issuer for the year ended 31 July 2023 (included on pages 116 to 189 of the 2023 Annual Report of the Issuer), which is available at: <https://www.smiths.com/media/bioeoe3y/smiths-annual-report-2023-report.pdf>;
- The unaudited interim consolidated financial statements and corresponding auditors' independent review report thereon of the Issuer for the six-month period ended 31 January 2025 (included on pages 20 to 46 of the 2025 Half Year Results of the Issuer), which is available at: <https://www.smiths.com/media/4osbnfft/smiths-hy25-results-press-release.pdf>; and
- The terms and conditions set out in pages 31 to 59 of the base prospectus dated 17 October 2016, relating to the Programme under the heading "*Terms and Conditions of the Notes*" which is available at: https://www.smiths.com/media/ukih10mo/canning_finalprospectus.pdf.

The Guarantor does not produce and has not published any consolidated financial statements. The Guarantor is fully consolidated in the Issuer's consolidated financial statements incorporated by reference into this Base Prospectus.

Following the publication of this Base Prospectus a supplement may be prepared by the Issuer and approved by the FCA in accordance with Article 23 of the UK Prospectus Regulation. Statements contained in any such supplement (or contained in any information incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in information which is incorporated by reference in this Base Prospectus.

Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

Copies of the documents specified above as containing information incorporated by reference in this Base Prospectus may be inspected, free of charge, from the website of the Regulatory News Service operated by the London Stock Exchange at www.londonstockexchange.com/exchange/news/market-news/market-news-home.html.

Any documents themselves incorporated by reference in the documents incorporated by reference in this Base Prospectus shall not form part of this Base Prospectus. Any information contained in any of the documents specified above which is not incorporated by reference in this Base Prospectus is either not relevant to investors or is covered elsewhere in this Base Prospectus.

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

FINAL TERMS AND DRAWDOWN PROSPECTUSES

In this section the expression “necessary information” means, in relation to any Tranche of Notes, the necessary information which is material to an investor for making an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and the Guarantor and of the rights attaching to the Notes and the reasons for the issuance and its impact on the Issuer. In relation to the different types of Notes which may be issued under the Programme the Issuer and the Guarantor have included in this Base Prospectus all of the necessary information except for information relating to the Notes which is not known at the date of this Base Prospectus and which can only be determined at the time of an individual issue of a Tranche of Notes.

Any information relating to the Notes which is not included in this Base Prospectus and which is required in order to complete the necessary information in relation to a Tranche of Notes will be contained either in the relevant Final Terms or in a Drawdown Prospectus.

For a Tranche of Notes which is the subject of Final Terms, those Final Terms will, for the purposes of that Tranche only, complete this Base Prospectus and must be read in conjunction with this Base Prospectus in order to obtain all the relevant information. The terms and conditions applicable to any particular Tranche of Notes which is the subject of Final Terms are the Conditions described in the relevant Final Terms as supplemented to the extent described in the relevant Final Terms.

The terms and conditions applicable to any particular Tranche of Notes which is the subject of a Drawdown Prospectus will be the Conditions as supplemented, amended and/or replaced to the extent described in the relevant Drawdown Prospectus. In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus unless the context requires otherwise.

Each Drawdown Prospectus will be constituted either (1) by a single document containing the necessary information relating to the Issuer and the Guarantor and the relevant Notes or (2) by a registration document (the “**Registration Document**”) containing the necessary information relating to the Issuer and the Guarantor, a securities note (the “**Securities Note**”) containing the necessary information relating to the relevant Notes and, if necessary, a summary note.

FORMS OF THE NOTES

The Notes of each Series will be in either bearer form, with or without interest coupons attached, or registered form, without interest coupons attached.

Bearer Notes

Each Tranche of Notes in bearer form (“**Bearer Notes**”) will initially be in the form of either a temporary global note in bearer form (the “**Temporary Global Note**”), without interest coupons, or a permanent global note in bearer form (the “**Permanent Global Note**”), without interest coupons, in each case as specified in the relevant Final Terms. Each Temporary Global Note or, as the case may be, Permanent Global Note (each a “**Global Note**”) which is not intended to be issued in new global note (“**NGN**”) form (each, a “**CGN**”), as specified in the relevant Final Terms, will be deposited on or around the issue date of the relevant Tranche of the Notes with a common depositary for Euroclear Bank SA/NV as operator of the Euroclear System (“**Euroclear**”) and/or Clearstream Banking S.A. (“**Clearstream, Luxembourg**”) and/or any other relevant clearing system and each Global Note which is intended to be issued in NGN form, as specified in the relevant Final Terms, will be deposited on or around the issue date of the relevant Tranche of the Notes with a common safekeeper for Euroclear and/or Clearstream, Luxembourg. The common safekeeper for NGNs will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg.

On 13 June 2006 the European Central Bank (the “**ECB**”) announced that Notes in NGN form are in compliance with the “Standards for the use of EU securities settlement systems in ESCB credit operations” of the central banking system for the euro (the “**Eurosystem**”), *provided that* certain other criteria are fulfilled. At the same time the ECB also announced that arrangements for Notes in NGN form will be offered by Euroclear and Clearstream, Luxembourg as of 30 June 2006 and that debt securities in global bearer form issued through Euroclear and Clearstream, Luxembourg after 31 December 2006 will only be eligible as collateral for Eurosystem operations if the NGN form is used.

Whether or not any Global Notes in NGN form are intended to be held in a manner which would allow Eurosystem eligibility will be set out in the relevant Final Terms. Note that the designation “Yes” in the relevant Final Terms means that the Notes are intended upon issue to be deposited with one of the international central securities depositories (“**ICSDs**”) as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria. Where the designation is specified as “No” in the relevant Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them, the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.

In the case of each Tranche of Bearer Notes, the relevant Final Terms will also specify whether United States Treasury Regulation §1.163-5(c)(2)(i)(C) (“**TEFRA C**”) or United States Treasury Regulation Section §1.163-5(c)(2)(i)(D) (“**TEFRA D**”) is applicable in relation to the Notes or, that neither the TEFRA C nor TEFRA D are applicable.

Temporary Global Note exchangeable for Permanent Global Note

If the relevant Final Terms specifies the form of Notes as being “Temporary Global Note exchangeable for a Permanent Global Note”, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for interests in a Permanent Global Note, without interest coupons, not earlier than 40 days after the issue date of the relevant Tranche of the Notes upon certification as to non-U.S. beneficial ownership. No payments will be made under the Temporary Global Note unless exchange for interests in the Permanent Global Note is improperly withheld or refused. In addition, interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever any interest in the Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the Issuer shall procure (in the case of first exchange) the delivery of a Permanent Global Note, duly authenticated and, in the case of a Global Note in NGN form, effectuated, to the bearer of the Temporary Global

Note or (in the case of any subsequent exchange) an increase in the principal amount of the Permanent Global Note in accordance with its terms against:

- (i) presentation and (in the case of final exchange) presentation and surrender of the Temporary Global Note to or to the order of the Principal Paying Agent; and
- (ii) receipt by the Principal Paying Agent of a certificate or certificates of non-U.S. beneficial ownership,

within 7 days of the bearer requesting such exchange.

Temporary Global Note exchangeable for Definitive Notes

If the relevant Final Terms specifies the form of Notes as being “Temporary Global Note exchangeable for Definitive Notes” and also specifies that TEFRA C are applicable or that neither TEFRA C nor TEFRA D is applicable, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole but not in part, for Definitive Notes not earlier than 40 days after the issue date of the relevant Tranche of the Notes.

If the relevant Final Terms specifies the form of Notes as being “Temporary Global Note exchangeable for Definitive Notes” and also specifies that TEFRA D is applicable, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for Definitive Notes not earlier than 40 days after the issue date of the relevant Tranche of the Notes upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever the Temporary Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Temporary Global Note to the bearer of the Temporary Global Note against the surrender of the Temporary Global Note to or to the order of the Principal Paying Agent within 30 days of the bearer requesting such exchange.

Permanent Global Note exchangeable for Definitive Notes

If the relevant Final Terms specifies the form of Notes as being “Permanent Global Note exchangeable for Definitive Notes”, then the Notes will initially be in the form of a Permanent Global Note which will be exchangeable in whole, but not in part, for Definitive Notes with, where applicable, interest coupons and talons attached:

- (a) on the expiry of such period of notice as may be specified in the relevant Final Terms; or
- (b) at any time, if so specified in the relevant Final Terms; or
- (c) if the relevant Final Terms specifies “in the limited circumstances described in the Permanent Global Note”, then if either of the following events occurs:
 - (i) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or
 - (ii) any of the circumstances described in Condition 13 (*Events of Default*) occurs.

The exchange referred to in (a) and (b) above should not be expressed to be applicable if the Specified Denomination of the relevant Notes includes language substantially to the following effect: “€100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000”. Furthermore, such Specified Denomination construction is not permitted in relation to any issuance of Notes which are to be represented on issue by a Permanent Global Note which is exchangeable for Definitive Notes.

Whenever the Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons

and Talons attached (if so specified in the Final Terms), in an aggregate principal amount equal to the principal amount of Notes represented by the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Principal Paying Agent within 30 days of the bearer requesting such exchange.

Terms and Conditions applicable to the Notes

The terms and conditions applicable to any Definitive Note will be endorsed on that Note and will consist of the terms and conditions set out under “*Terms and Conditions of the Notes*” below and the provisions of the relevant Final Terms which complete or (in the context of a Tranche of Notes for which a Drawdown Prospectus have been prepared) supplement, amend and/or replace those terms and conditions.

The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under “*Summary of Provisions Relating to the Notes while in Global Form*” below.

Legend concerning United States persons

In the case of any Tranche of Bearer Notes, the Notes in global form, the Notes in definitive form and any Coupons and Talons appertaining thereto will bear a legend to the following effect:

“Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code.”

Registered Notes

Each Tranche of Notes in registered form (“**Registered Notes**”) will be in the form of either individual Note Certificates in registered form (“**Individual Note Certificates**”) or a global Note in registered form (a “**Global Registered Note**”), in each case as specified in the relevant Final Terms. Each Global Registered Note will be deposited on or around the relevant issue date with a common depositary or, if the Global Registered Notes are to be held under the NSS (as defined below), a common safekeeper, as the case may be, for Euroclear and/or Clearstream, Luxembourg and registered in the name of a nominee for such common depositary or, if the Global Registered Notes are to be held under the NSS, a common safekeeper, as the case may be, in each case as specified in the relevant Final Terms. Global Registered Notes will be exchangeable for Individual Note Certificates in accordance with its terms.

In a press release dated 22 October 2008, “*Evolution of the custody arrangement for international debt securities and their eligibility in Eurosystem credit operations*”, the ECB announced that it has assessed the new holding structure and custody arrangements for registered notes which the ICSDs had designed in cooperation with market participants and that Notes to be held under the new structure (the “**New Safekeeping Structure**” or “**NSS**”) would be in compliance with the “*Standards for the use of EU securities settlement systems in ESCB credit operations*” of the central banking system for Eurosystem, subject to the conclusion of the necessary legal and contractual arrangements. The press release also stated that the new arrangements for Notes to be held in NSS form will be offered by Euroclear and Clearstream, Luxembourg as of 30 June 2010 and that registered debt securities in global registered form issued through Euroclear and Clearstream, Luxembourg after 30 September 2010 will only be eligible as collateral in Eurosystem operations if the New Safekeeping Structure is used.

Whether or not the Global Registered Notes are intended to be held under the NSS, and therefore in a manner which would allow Eurosystem eligibility will be set out in the relevant Final Terms. Note that the designation “Yes” in the relevant Final Terms means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and registered in the name of a nominee of one of the ICSDs acting as common safekeeper, and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria. Where the designation is specified as “No” in the relevant Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them, the Notes may then be deposited with one of the ICSDs as common safekeeper and registered in the name of a nominee of one of the ICSDs acting as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem at any time during

their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.

If the relevant Final Terms specifies the form of Notes as being “Individual Note Certificates”, then the Notes will at all times be represented by Individual Note Certificates issued to each Noteholder in respect of their respective holdings.

Global Registered Note exchangeable for Individual Note Certificates

If the relevant Final Terms specifies the form of Notes as being “Global Registered Note exchangeable for Individual Note Certificates”, then the Notes will initially be represented by one or more Global Registered Notes each of which will be exchangeable in whole, but not in part, for Individual Note Certificates:

- (i) on the expiry of such period of notice as may be specified in the relevant Final Terms; or
- (ii) at any time, if so specified in the relevant Final Terms; or
- (iii) if the relevant Final Terms specifies “in the limited circumstances described in the Global Registered Note”, then if either of the following events occur:
 - (a) Euroclear, Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; and
 - (b) in any case, if any of the circumstances described in Condition 13 (*Events of Default*) occurs.

The exchange referred to in (i) and (ii) above should not be expressed to be applicable if the Specified Denomination of the relevant Notes includes language substantially to the following effect: “€100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000”.

Whenever the Global Registered Note is to be exchanged for Individual Note Certificates, the Issuer shall procure that Individual Note Certificates will be issued in an aggregate principal amount equal to the principal amount of the Global Registered Note within five business days of the delivery, by or on behalf of the registered holder of the Global Registered Note to the Registrar of such information as is required to complete and deliver such Individual Note Certificates (including, without limitation, the names and addresses of the persons in whose names the Individual Note Certificates are to be registered and the principal amount of each such person’s holding) against the surrender of the Global Registered Note at the specified office of the Registrar.

Such exchange will be effected in accordance with the provisions of the Trust Deed and the Agency Agreement and the regulations concerning the transfer and registration of Notes scheduled to the Agency Agreement and, in particular, shall be effected without charge to any holder, but against such indemnity as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange.

Terms and Conditions applicable to the Notes

The terms and conditions applicable to any Individual Note Certificate will be endorsed on that Individual Note Certificate and will consist of the terms and conditions set out under “*Terms and Conditions of the Notes*” below and the provisions of the relevant Final Terms which complete those terms and conditions.

The terms and conditions applicable to any Global Registered Note will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under “*Summary of Provisions Relating to the Notes while in Global Form*” below.

SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

Clearing System Accountholders

In relation to any Tranche of Notes represented by a Global Note in bearer form, references in the Terms and Conditions of the Notes to “Noteholder” are references to the bearer of the relevant Global Note which, for so long as the Global Note is held by a common depositary, in the case of a CGN, or a common safekeeper, in the case of an NGN for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be that common depositary or, as the case may be, common safekeeper.

In relation to any Tranche of Notes represented by one or more Global Registered Notes, references in the Terms and Conditions of the Notes to “Noteholder” are references to the person in whose name the relevant Global Registered Note is for the time being registered in the Register which for so long as the Global Registered Note is held by or on behalf of a common depositary or a common safekeeper for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be that common depositary or common safekeeper or a nominee for that common depositary or common safekeeper.

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

Transfers of Interests in Global Notes and Global Registered Notes

Transfers of interests in Global Notes and Global Registered Notes within Euroclear and Clearstream, Luxembourg or any other relevant clearing system will be in accordance with their respective rules and operating procedures. None of the Issuer, the Guarantor, the Trustee, the Registrar, the Dealers or the Agents will have any responsibility or liability for any aspect of the records of any Euroclear and Clearstream, Luxembourg or any other relevant clearing system or any of their respective participants relating to payments made on account of beneficial ownership interests in a Global Note or Global Registered Note or for maintaining, supervising or reviewing any of the records of Euroclear and Clearstream, Luxembourg or any other relevant clearing system or the records of their respective participants relating to such beneficial ownership interests.

For a further description of restrictions on the transfer of Notes, see “*Subscription and Sale*”.

Conditions applicable to Global Notes

Each Global Note and Global Registered Note will contain provisions which modify the Terms and Conditions of the Notes as they apply to the Global Note or Global Registered Note. The following is a summary of certain of those provisions:

Payments: All payments in respect of the Global Note or Global Registered Note which, according to the Terms and Conditions of the Notes, require presentation and/or surrender of a Note, Note Certificate or Coupon will be made against presentation and (in the case of payment of principal in full with all interest accrued thereon) surrender of the Global Note or Global Registered Note to or to the order of any Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Notes. On each occasion on which a payment of principal or interest is made in respect of the Global Note, the Issuer shall procure that in respect of a CGN the payment is noted in a schedule thereto and in respect of an NGN the payment is entered pro rata in the records of Euroclear and Clearstream, Luxembourg and the principal amount

of the Notes recorded in the records of Euroclear and Clearstream, Luxembourg and represented by such Global Note will be reduced accordingly.

Payment Business Day: in the case of a Global Note or a Global Registered Note, shall be: if the currency of payment is euro, any day which is a T2 Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or, if the currency of payment is not euro, any day which is a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre.

Payment Record Date: Each payment in respect of a Global Registered Note will be made to the person shown as the Holder in the Register at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment (the “**Record Date**”) where “**Clearing System Business Day**” means a day on which each clearing system for which the Global Registered Note is being held is open for business.

Exercise of put option: In order to exercise the option contained in Condition 9(e) (*Redemption and Purchase – Redemption at the option of Noteholders*) the bearer of a Permanent Global Note or the holder of a Global Registered Note must, within the period specified in the Conditions for the deposit of the relevant Note and put notice, give written notice of such exercise to the Principal Paying Agent in accordance with the standard procedures of Euroclear and/or Clearstream, Luxembourg specifying the principal amount of Notes in respect of which such option is being exercised. Any such notice will be irrevocable and may not be withdrawn. For as long as the Notes are represented by either one or both of the Global Notes or a Global Registered Note, and such Global Note or Global Registered Note is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, the option of the Noteholders provided for in Condition 9(e) may be exercised by an Accountholder giving notice to the Principal Paying Agent in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on his instructions by Euroclear or Clearstream, Luxembourg or any common depositary or Common Safekeeper for them to the Principal Paying Agent by electronic means) of the principal amount of the Notes in respect of which such option is exercised, the Issuer shall procure that the portion of the principal amount of the relevant Global Note or Global Registered Note so redeemed shall be noted in a schedule thereto, entered in the records of Euroclear and/or Clearstream, Luxembourg or entered in the Register, as applicable.

Partial exercise of call option: In connection with an exercise of the option contained in Condition 9(c) (*Redemption and Purchase – Redemption at the option of the Issuer*) in relation to some only of the Notes, the Permanent Global Note or Global Registered Note may be redeemed in part in the principal amount specified by the Issuer in accordance with the Conditions and the Notes to be redeemed will not be selected as provided in the Conditions but in accordance with the rules and procedures of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and/or Clearstream, Luxembourg as either a pool factor or a reduction in principal amount, at their discretion).

Notices: Notwithstanding Condition 20 (*Notices*), while all the Notes are represented by a Permanent Global Note (or by a Permanent Global Note and/or a Temporary Global Note) or a Global Registered Note and the Permanent Global Note is (or the Permanent Global Note and/or the Temporary Global Note are), or the Global Registered Note is, deposited with a common depositary for Euroclear and/or Clearstream, Luxembourg for communication to the relevant Accountholders rather than as required by Condition 20 (*Notices*) and/or any other relevant clearing system or a common safekeeper, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with Condition 20 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system. Whilst any of the Notes held by a Noteholder are represented by a Global Note, notices to be given by such Noteholder may be given by such Noteholder to the Principal Paying Agent or Registrar (as applicable) through Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, and otherwise in such manner as the Principal Paying Agent or the Registrar, as the case may be, and/or Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, as the case may be, may approve for this purpose.

Similarly, the provisions for meetings of Noteholders in the Trust Deed contain provisions that apply while the Notes are represented by a Global Note or a Global Registered Note. The following is a summary of certain of those provisions:

Electronic Consent: While any Note is represented by either one or both Global Notes or a Global Registered Note, and such Global Note or Global Registered Note are held on behalf of Euroclear and/or Clearstream, Luxembourg then approval of a resolution proposed by the Issuer given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) in accordance with their operating rules and procedures by or on behalf of the holders of not less than 75 per cent. of the principal amount of the Notes outstanding (an “**Electronic Consent**”) shall, for all purposes, take effect as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held, and shall be binding on all Noteholders and holders of Coupons whether or not they participated in such Electronic Consent.

Meetings: The quorum at any meeting of Noteholders shall be at least two Voters (as defined in the Trust Deed) representing or holding not less than the Relevant Fraction (as defined in the Trust Deed) of the aggregate principal amount of the outstanding Notes; *provided, however, that*, so long as at least the Relevant Fraction of the aggregate principal amount of the outstanding Notes is represented by, in the case of Bearer Notes, the Global Note(s) or, in the case of Registered Notes, the Global Registered Note(s) or a single Individual Note Certificate, in the context of Registered Notes, a Voter (as defined in the Trust Deed) appointed in relation thereto or being the holder of the Notes represented thereby shall be deemed to be two Voters for the purpose of forming a quorum.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions which, as completed by the relevant Final Terms, will be endorsed on each Note in definitive form issued under the Programme.

The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under “Summary of Provisions Relating to the Notes while in Global Form” above.

1. Introduction

- (a) *Programme:* Smiths Group plc (the “**Issuer**”) has established a Euro Medium Term Note Programme (the “**Programme**”) for the issuance of up to EUR 2,500,000,000 in aggregate principal amount of notes (the “**Notes**”) guaranteed by Smiths Group International Holdings Limited (the “**Guarantor**”).
- (b) *Final Terms:* Notes issued under the Programme are issued in series (each a “**Series**”) and each Series may comprise one or more tranches (each a “**Tranche**”) of Notes. Each Tranche is the subject of final terms (the “**Final Terms**”) which completes these terms and conditions (the “**Conditions**”). The terms and conditions applicable to any particular Tranche of Notes are these Conditions as completed by the relevant Final Terms. In the event of any inconsistency between these Conditions and the relevant Final Terms, the relevant Final Terms shall prevail.
- (c) *Trust Deed:* The Notes are constituted by, are subject to, and have the benefit of, a supplemental trust deed dated 17 April 2025 (as amended, restated and/or supplemented from time to time, the “**Trust Deed**”) between the Issuer, the Guarantor and Citicorp Trustee Company Limited as trustee (the “**Trustee**”, which expression includes all persons for the time being trustee or trustees appointed under the Trust Deed).
- (d) *Agency Agreement:* The Notes are the subject of an amended and restated issue and paying agency agreement dated 17 April 2025 (as supplemented or amended from time to time, the “**Agency Agreement**”) between the Issuer, the Guarantor, Citibank, N.A., London Branch as principal paying agent (the “**Principal Paying Agent**”, which expression includes any successor principal paying agent appointed from time to time in connection with the Notes), Citibank, N.A., London Branch as registrar (the “**Registrar**”, which expression includes any successor registrar appointed from time to time in connection with the Notes), the paying agents named therein (together with the Principal Paying Agent, the “**Paying Agents**”, which expression includes any successor or additional paying agents appointed from time to time in connection with the Notes), the transfer agents named therein (together with the Registrar, the “**Transfer Agents**”, which expression includes any successor or additional transfer agents appointed from time to time in connection with the Notes) and the Trustee. In these Conditions references to the “**Agents**” are to the Paying Agents, the Registrar and the Transfer Agents and any reference to an “**Agent**” is to any one of them.
- (e) *The Notes:* The Notes may be issued in bearer form (“**Bearer Notes**”), or in registered form (“**Registered Notes**”). All subsequent references in these Conditions to “Notes” are to the Notes which are the subject of the relevant Final Terms. Copies of the relevant Final Terms will be published on 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>.
- (f) *Summaries:* Certain provisions of these Conditions are summaries of the Trust Deed and the Agency Agreement and are subject to their detailed provisions. Noteholders (as defined below) and the holders of the related interest coupons, if any, (the “**Couponholders**” and the “**Coupons**”, respectively) are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and the Agency Agreement applicable to them. Copies of the Trust Deed and the Agency Agreement are available for inspection by Noteholders during normal business hours at the Specified Offices of each of the Agents, upon provision of proof of holding and

identity (in a form satisfactory to the Issuer or relevant Agent, as applicable) the initial Specified Offices of which are set out below.

2. Interpretation

(a) *Definitions:* In these Conditions the following expressions have the following meanings:

“**Accrual Yield**” has the meaning given in the relevant Final Terms;

“**Additional Business Centre(s)**” means the city or cities specified as such in the relevant Final Terms;

“**Additional Financial Centre(s)**” means the city or cities specified as such in the relevant Final Terms;

“**Broken Amount**” has the meaning given to it in the relevant Final Terms;

“**Business Day**” means:

- (a) in relation to any sum payable in euro, a T2 Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre;
- (b) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments generally in London, in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre; and
- (c) if T2 is specified as an Additional Business Centre, a T2 Settlement Day.

“**Business Day Convention**”, in relation to any particular date, has the meaning given in the relevant Final Terms and, if so specified in the relevant Final Terms, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

- (a) “**Following Business Day Convention**” means that the relevant date shall be postponed to the first following day that is a Business Day;
- (b) “**Modified Following Business Day Convention**” or “**Modified Business Day Convention**” means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;
- (c) “**Preceding Business Day Convention**” means that the relevant date shall be brought forward to the first preceding day that is a Business Day;
- (d) “**FRN Convention**”, “**Floating Rate Convention**” or “**Eurodollar Convention**” means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Final Terms as the Specified Period after the calendar month in which the preceding such date occurred *provided, however, that:*
 - (i) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
 - (ii) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and
 - (iii) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and

“**No Adjustment**” means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

“**Calculation Agent**” means the Principal Paying Agent or such other Person specified in the relevant Final Terms as the party responsible for calculating the Rate(s) of Interest and Interest Amount(s) and/or such other amount(s) as may be specified in the relevant Final Terms;

“**Calculation Amount**” has the meaning given in the relevant Final Terms;

“**Companies Act**” means the UK Companies Act 2006;

“**Coupon Sheet**” means, in respect of a Note, a coupon sheet relating to the Note;

“**Day Count Fraction**” means, in respect of the calculation of an amount for any period of time (the “**Calculation Period**”), such day count fraction as may be specified in these Conditions or the relevant Final Terms and:

- (a) if “**Actual/Actual (ICMA)**” is so specified, means:
- (i) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (ii) where the Calculation Period is longer than one Regular Period, the sum of:
 - (A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;
- (b) if “**Actual/Actual (ISDA)**” is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (c) if “**Actual/365 (Fixed)**” is so specified, means the actual number of days in the Calculation Period divided by 365;
- (d) if “**Actual/360**” is so specified, means the actual number of days in the Calculation Period divided by 360;
- (e) if “**30/360**” is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows

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

where:

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

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

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

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

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

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

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

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

where:

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

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

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

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

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

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

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

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

where:

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

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

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

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

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

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

provided, however, that in each such case the number of days in the Calculation Period is calculated from and including the first day of the Calculation Period to but excluding the last day of the Calculation Period;

“Early Redemption Amount (Tax)” means, in respect of any Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

“EURIBOR” means, in respect of any specified currency and any specified period, the interest rate benchmark known as the Euro zone interbank offered rate which is calculated and published by a designated distributor in accordance with the requirements from time to time of the European Money Markets Institute (or any other person which takes over the administration of that rate) based on estimated interbank borrowing rates for a number of designated currencies and maturities which are provided, in respect of each such currency, by a panel of contributor banks (details of the performance of EURIBOR can be obtained from the designated distributor);

“euro” or **“€”** mean the currency introduced at the start of the third stage of European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No 974/98 of 3 May 1998 on the introduction of the euro, as amended;

“Extraordinary Resolution” has the meaning given in the Trust Deed;

“Final Redemption Amount” means, in respect of any Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

“First Interest Payment Date” means the date specified in the relevant Final Terms;

“Fixed Coupon Amount” has the meaning given in the relevant Final Terms;

“Guarantee” means, in relation to any indebtedness of any Person, any obligation of another Person to pay such indebtedness including (without limitation):

- (a) any obligation to purchase such indebtedness;
- (b) any obligation to lend money, to purchase or subscribe shares or other securities or to purchase assets or services in order to provide funds for the payment of such indebtedness;
- (c) any indemnity against the consequences of a default in the payment of such indebtedness; and
- (d) any other agreement to be responsible for such indebtedness;

“Guarantee of the Notes” means the guarantee of the Notes given by the Guarantor in the Trust Deed;

“Holder”, in the case of Bearer Notes, has the meaning given in Condition 3(b) (*Form, Denomination, Title and Transfer – Title to Bearer Notes*) and, in the case of Registered Notes, has the meaning given in Condition 3(d) (*Form, Denomination, Title and Transfer – Title to Registered Notes*);

“Interest Amount” means, in relation to a Note and an Interest Period, the amount of interest payable in respect of that Note for that Interest Period;

“Interest Commencement Date” means the Issue Date of the Notes or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms;

“Interest Determination Date” has the meaning given in the relevant Final Terms or, if none is so specified and the Reference Rate is EURIBOR, the second day on which T2 is open prior to the start of each Interest Period;

“Interest Payment Date” means the First Interest Payment Date and any other date or dates specified as such in, or determined in accordance with the provisions of, the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms:

- (a) as the same may be adjusted in accordance with the relevant Business Day Convention; or

- (b) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Final Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case);

“Interest Period” means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date;

“Issue Date” has the meaning given in the relevant Final Terms;

“Margin” has the meaning given in the relevant Final Terms;

“Maturity Date” has the meaning given in the relevant Final Terms;

“Maximum Redemption Amount” has the meaning given in the relevant Final Terms;

“Minimum Redemption Amount” has the meaning given in the relevant Final Terms;

“Noteholder”, in the case of Bearer Notes, has the meaning given in Condition 3(b) (*Form, Denomination, Title and Transfer – Title to Bearer Notes*) and, in the case of Registered Notes, has the meaning given in Condition 3(d) (*Form, Denomination, Title and Transfer – Title to Registered Notes*);

“Optional Redemption Amount (Put)” means, in respect of any Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

“Optional Redemption Date (Call)” has the meaning given in the relevant Final Terms;

“Optional Redemption Date (Put)” has the meaning given in the relevant Final Terms;

“Par Call Redemption Date” has the meaning given in the relevant Final Terms;

“Participating Member State” means a Member State of the European Union which adopts the euro as its lawful currency in accordance with the Treaty;

“Payment Business Day” means:

- (a) if the currency of payment is euro, any day which is:
- (i) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
 - (ii) in the case of payment by transfer to an account, a T2 Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or
- (b) if the currency of payment is not euro, any day which is:
- (i) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
 - (ii) in the case of payment by transfer to an account, a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre;

“Person” means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

“Principal Financial Centre” means, in relation to any currency, the principal financial centre for that currency *provided, however, that:*

- (a) in relation to euro, it means the principal financial centre of such Member State of the European Communities as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Issuer or an agent appointed by it; and
- (b) in relation to New Zealand dollars, it means either Wellington or Auckland as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Issuer or an agent appointed by it;

“Put Option Notice” means a notice which must be delivered to a Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder;

“Put Option Receipt” means a receipt issued by a Paying Agent to a depositing Noteholder upon deposit of a Note with such Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder;

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

“Redemption Amount” means, as appropriate, the Final Redemption Amount, the Early Redemption Amount (Tax), the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), the Residual Call Early Redemption Amount or such other amount in the nature of a redemption amount as may be specified in the relevant Final Terms;

“Reference Banks” has the meaning given in the relevant Final Terms or, if none, four major banks selected by the Issuer, or an agent appointed by it, in the market that is most closely connected with the Reference Rate;

“Reference Price” has the meaning given in the relevant Final Terms;

“Reference Rate” means EURIBOR as specified in the relevant Final Terms in respect of the currency and period specified in the relevant Final Terms;

“Regular Period” means:

- (a) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;
- (b) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **“Regular Date”** means the day and month (but not the year) on which any Interest Payment Date falls; and
- (c) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **“Regular Date”** means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period.

“Relevant Date” means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Principal Paying Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders;

“Relevant Financial Centre” has the meaning given in the relevant Final Terms;

“Relevant Indebtedness” means any indebtedness which is in the form of or represented by any bond, note, debenture, debenture stock, loan stock, certificate or other instrument which is, or is capable of being, listed, quoted or traded on any stock exchange or in any securities market (including, without limitation, any over-the-counter market);

“Relevant Screen Page” means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

“Relevant Time” has the meaning given in the relevant Final Terms;

“Reserved Matter” means any proposal to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes, to alter the method of calculating the amount of any payment in respect of the Notes or the date for any such payment, to change the currency of any payment under the Notes, to modify any provision of the guarantee of the Notes (other than as permitted under Clause 8.3 of the Trust Deed), to change the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution or to amend the definition of **“Reserved Matter”** as set out herein;

“Residual Call Early Redemption Amount” means, in respect of any Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

“Security Interest” means any mortgage, charge, pledge, lien or other encumbrance;

“Specified Currency” has the meaning given in the relevant Final Terms;

“Specified Denomination(s)” has the meaning given in the relevant Final Terms;

“Specified Office” has the meaning given in the Agency Agreement;

“Specified Period” has the meaning given in the relevant Final Terms;

“Subsidiary” means a subsidiary within the meaning of Section 1159 of the Companies Act;

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

“T2 Settlement Day” means any day on which T2 is open for the settlement of payments in euro;

“Talon” means a talon for further Coupons;

“Treaty” means the Treaty on the Functioning of the European Union, as amended; and

“Written Resolution” means, in relation to any Series, a resolution in writing signed by or on behalf of holders representing at least 75 per cent. of Notes of such Series for the time being outstanding, whether contained in one document or several documents in like form, each signed by or on behalf of one or more such Noteholders;

“Zero Coupon Note” means a Note specified as such in the relevant Final Terms.

(a) *Interpretation:* In these Conditions:

- (i) if the Notes are Zero Coupon Notes, references to Coupons and Couponholders are not applicable;
- (ii) if Talons are specified in the relevant Final Terms as being attached to the Notes at the time of issue, references to Coupons shall be deemed to include references to Talons;
- (iii) if Talons are not specified in the relevant Final Terms as being attached to the Notes at the time of issue, references to Talons are not applicable;

- (iv) any reference to principal shall be deemed to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 12 (*Taxation*), any premium payable in respect of a Note and any other amount in the nature of principal payable pursuant to these Conditions;
- (v) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 12 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;
- (vi) references to Notes being “outstanding” shall be construed in accordance with the Trust Deed;
- (vii) if an expression is stated in Condition 2(a) (*Interpretation – Definitions*) to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is “not applicable” then such expression is not applicable to the Notes;
- (viii) any reference to the Trust Deed or the Agency Agreement shall be construed as a reference to the Trust Deed or the Agency Agreement, as the case may be, as amended, restated and/or supplemented up to and including the Issue Date of the Notes; and
- (ix) any reference in these Conditions to any legislation (whether primary legislation or regulations or other subsidiary legislation made pursuant to primary legislation) shall be construed as a reference to such legislation as the same may have been, or may from time to time be, amended or re-enacted, unless the context otherwise requires.

3. Form, Denomination, Title and Transfer

- (a) *Bearer Notes:* Bearer Notes are in the Specified Denomination(s) with Coupons and, if specified in the relevant Final Terms, Talons attached at the time of issue. In the case of a Series of Bearer Notes with more than one Specified Denomination, Bearer Notes of one Specified Denomination will not be exchangeable for Bearer Notes of another Specified Denomination.
- (b) *Title to Bearer Notes:* Title to Bearer Notes and the Coupons will pass by delivery. In the case of Bearer Notes, “**Holder**” means the holder of such Bearer Note and “**Noteholder**” and “**Couponholder**” shall be construed accordingly.
- (c) *Registered Notes:* Registered Notes are in the Specified Denomination(s), which may include a minimum denomination specified in the relevant Final Terms and higher integral multiples of a smaller amount specified in the relevant Final Terms.
- (d) *Title to Registered Notes:* The Registrar will maintain the register in accordance with the provisions of the Agency Agreement. A certificate (each, a “**Note Certificate**”) will be issued to each Holder of Registered Notes in respect of its registered holding. Each Note Certificate will be numbered serially with an identifying number which will be recorded in the Register. In the case of Registered Notes, “**Holder**” means the person in whose name such Registered Note is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof) and “**Noteholder**” shall be construed accordingly.
- (e) *Ownership:* The Holder of any Note or Coupon shall (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon or, in the case of Registered Notes, on the Note Certificate relating thereto (other than the endorsed form of transfer) or any notice of any previous loss or theft thereof) and no Person shall be liable for so treating such Holder. No person shall have any right to enforce any term or condition of any Note under the Contracts (Rights of Third Parties) Act 1999.

- (f) *Transfers of Registered Notes:* Subject to paragraphs (i) (*Closed periods*) and (j) (*Regulations concerning transfers and registration*) below, a Registered Note may be transferred upon surrender of the relevant Note Certificate, with the endorsed form of transfer duly completed, at the Specified Office of the Registrar or any Transfer Agent, together with such evidence as the Registrar or (as the case may be) such Transfer Agent may reasonably require to prove the title of the transferor and the authority of the individuals who have executed the form of transfer; *provided, however, that* a Registered Note may not be transferred unless the principal amount of Registered Notes transferred and (where not all of the Registered Notes held by a Holder are being transferred) the principal amount of the balance of Registered Notes not transferred are Specified Denominations. Where not all the Registered Notes represented by the surrendered Note Certificate are the subject of the transfer, a new Note Certificate in respect of the balance of the Registered Notes will be issued to the transferor.
- (g) *Registration and delivery of Note Certificates:* Within five business days of the surrender of a Note Certificate in accordance with paragraph (f) (*Transfers of Registered Notes*) above, the Registrar will register the transfer in question and deliver a new Note Certificate of a like principal amount to the Registered Notes transferred to each relevant Holder at its Specified Office or (as the case may be) the Specified Office of any Transfer Agent or (at the request and risk of any such relevant Holder) by uninsured first class mail (airmail if overseas) to the address specified for the purpose by such relevant Holder. In this paragraph, “**business day**” means a day on which commercial banks are open for general business (including dealings in foreign currencies) in the city where the Registrar or (as the case may be) the relevant Transfer Agent has its Specified Office.
- (h) *No charge:* The transfer of a Registered Note will be effected without charge by or on behalf of the Issuer or the Registrar or any Transfer Agent but against such indemnity as the Registrar or (as the case may be) such Transfer Agent may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such transfer.
- (i) *Closed periods:* Noteholders may not require transfers to be registered during the period of 15 days ending on the due date for any payment of principal or interest in respect of the Registered Notes.
- (j) *Regulations concerning transfers and registration:* All transfers of Registered Notes and entries on the Register are subject to the detailed regulations concerning the transfer of Registered Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer with the prior written approval of the Registrar. A copy of the current regulations will be mailed (free of charge) by the Registrar to any Noteholder who requests in writing a copy of such regulations.

4. Status and Guarantee

- (a) *Status of the Notes:* The Notes constitute direct, unconditional and (subject to Condition 5 (*Negative Pledge*)) unsecured obligations of the Issuer which will at all times rank *pari passu* among themselves and at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.
- (b) *Guarantee of the Notes:* The Guarantor has in the Trust Deed unconditionally and irrevocably guaranteed the due and punctual payment of all sums from time to time payable by the Issuer in respect of the Notes. This Guarantee of the Notes constitutes a direct, unconditional and (subject to Condition 5 (*Negative Pledge*)) unsecured obligation of the Guarantor which will at all times rank at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Guarantor, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.

5. Negative Pledge

So long as any Note remains outstanding (as defined in the Trust Deed), neither the Issuer nor the Guarantor shall, and the Issuer and the Guarantor shall procure that none of their respective Subsidiaries will, create or permit to subsist any Security Interest upon the whole or any part of its present or future undertaking, assets or revenues (including uncalled capital) to secure any Relevant Indebtedness or Guarantee of Relevant Indebtedness without (a) at the same time or prior thereto securing the Notes equally and rateably therewith to the satisfaction of the Trustee or (b) providing such other security for the Notes as the Trustee may in its absolute discretion consider to be not materially less beneficial to the interests of the Noteholders or as may be approved by an Extraordinary Resolution (as defined in the Trust Deed) of Noteholders.

6. Fixed Rate Note Provisions

- (a) *Application:* This Condition 6 (*Fixed Rate Note Provisions*) is applicable to the Notes only if the Fixed Rate Note Provisions are specified in the relevant Final Terms as being applicable.
- (b) *Accrual of interest:* The Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 10 (*Payments – Bearer Notes*) and Condition 11 (*Payments – Registered Notes*). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 6 (*Fixed Rate Note Provisions*) (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Principal Paying Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).
- (c) *Fixed Coupon Amount or Broken Amount:* The amount of interest payable in respect of each Note for any Interest Period shall be the relevant Fixed Coupon Amount (or Broken Amount, as applicable) and, if the Notes are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount (or Broken Amount, as applicable) in respect of the relevant Specified Denomination.
- (d) *Calculation of interest amount:* The amount of interest payable in respect of each Note for any period for which a Fixed Coupon Amount or Broken Amount is not specified shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Note divided by the Calculation Amount. For this purpose a “**sub-unit**” means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

7. Floating Rate Note Provisions

- (a) *Application:* This Condition 7 (*Floating Rate Note Provisions*) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable.
- (b) *Accrual of interest:* The Notes bear interest from (and including) the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 10 (*Payments – Bearer Notes*) and Condition 11 (*Payments – Registered Notes*). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 7 (*Floating Rate Note*

Provisions) (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Principal Paying Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

(c) *Screen Rate Determination:* The Rate of Interest applicable to the Notes for each Interest Period will be determined by the Calculation Agent on the following basis:

- (i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
- (ii) if Linear Interpolation is specified as applicable in respect of an Interest Period in the relevant Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date, where:
 - (A) one rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and
 - (B) the other rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next longer than the length of the relevant Interest Period,

provided, however, that if no rate is available for a period of time next shorter or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as the Issuer or an agent appointed by it determines appropriate;

- (iii) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
- (iv) if, as of the Relevant Time on the relevant Interest Determination Date, in the case of (i) above, such rate does not appear on that page or, in the case of (iii) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable:
 - (A) the Issuer, or an agent appointed by it, will request the principal Relevant Financial Centre office of each of the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time the Issuer or an agent appointed by it shall notify the Calculation Agent of all quotations received by it; and
 - (B) the Calculation Agent will determine the arithmetic mean of such quotations; and
- (v) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Calculation Agent) quoted by major banks in the Principal Financial Centre of the Specified Currency, selected by the Issuer, at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the first day of the relevant Interest Period for loans in the Specified Currency to leading European banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate of Interest for such Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; *provided, however, that* if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Notes during such Interest Period will be the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Notes in respect of a preceding Interest Period.

- (d) *Maximum or Minimum Rate of Interest:* If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified.
- (e) *Calculation of Interest Amount:* The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Note for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Note divided by the Calculation Amount. For this purpose a “**sub-unit**” means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.
- (f) *Publication:* The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Issuer, the Guarantor, the Paying Agents, the Trustee, and if applicable, the Issuer shall notify each competent authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation as soon as practicable after such determination but (in the case of each Rate of Interest, Interest Amount and Interest Payment Date) in any event not later than the first day of the relevant Interest Period. Notice thereof shall also promptly be given to the Noteholders by the Issuer in accordance with Condition 20 (*Notices*). The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period. Any such recalculation will promptly be notified to each competent authority and/or the stock exchange on which the Notes are for the time being admitted to listing and/or trading, if applicable, and to the Noteholders in accordance with Condition 20 (*Notices*). If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Note having the minimum Specified Denomination.
- (g) *Notifications etc:* All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 7 (*Floating Rate Note Provisions*) by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Guarantor, the Trustee, the Paying Agents, the Noteholders and the Couponholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its rights, powers, duties and discretions for such purposes.

8. Zero Coupon Note Provisions

- (a) *Application:* This Condition 8 (*Zero Coupon Note Provisions*) is applicable to the Notes only if the Zero Coupon Note Provisions are specified in the relevant Final Terms as being applicable.

- (b) *Late payment on Zero Coupon Notes:* If the Redemption Amount payable in respect of any Zero Coupon Note is improperly withheld or refused, the Redemption Amount shall thereafter be an amount equal to the sum of:
 - (i) the Reference Price; and
 - (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price on the basis of the relevant Day Count Fraction from (and including) the Issue Date to (but excluding) whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Principal Paying Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

9. Redemption and Purchase

- (a) *Scheduled redemption:* Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their Final Redemption Amount on the Maturity Date, subject as provided in Condition 10 (*Payments – Bearer Notes*) and Condition 11 (*Payments – Registered Notes*).
- (b) *Redemption for tax reasons:* The Notes may be redeemed at the option of the Issuer in whole, but not in part:
 - (i) at any time (unless the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable); or
 - (ii) on any Interest Payment Date (if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable),

on giving not less than 30 nor more than 60 days' notice to the Noteholders, or such other period(s) as may be specified in the relevant final terms, (which notice shall be irrevocable), at their Early Redemption Amount (Tax), together with interest accrued (if any) to the date fixed for redemption, if, immediately before giving such notice, the Issuer satisfies the Trustee that:

- (A) (I) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 12 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of the United Kingdom or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the date of issue of the first Tranche of the Notes; and (II) such obligation cannot be avoided by the Issuer taking reasonable measures available to it; or
- (B) (I) the Guarantor has or (if a demand is made under the Guarantee of the Notes) would become obliged to pay additional amounts as provided or referred to in Condition 12 (*Taxation*) or the Guarantee of the Notes, as the case may be, or the Guarantor has or will become obliged to make such withholding or deduction as is referred to in Condition 12 (*Taxation*), from any amount paid by it to the Issuer in order to enable the Issuer to make a payment of principal or interest in respect of the Notes, in either case as a result of any change in, or amendment to, the laws or regulations of the United Kingdom or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the date of issue of the first Tranche of the Notes; and (II) such obligation cannot be avoided by the Guarantor taking reasonable measures available to it,

provided, however, that no such notice of redemption shall be given earlier than:

- (1) where the Notes may be redeemed at any time, 90 days (or such other period as may be specified in the relevant Final Terms) prior to the earliest date on which the Issuer or the Guarantor (as the case may be) would be obliged to pay such additional amounts or the Guarantor would be obliged to make such withholding or deduction if a payment in respect of the Notes were then due or (as the case may be) a demand under the Guarantee of the Notes were then made; or
- (2) where the Notes may be redeemed only on an Interest Payment Date, 60 days (or such other period as may be specified in the relevant Final Terms) prior to the Interest Payment Date occurring immediately before the earliest date on which the Issuer or the Guarantor (as the case may be) would be obliged to pay such additional amounts or the Guarantor would be obliged to make such withholding or deduction if a payment in respect of the Notes were then due or (as the case may be) a demand under the Guarantee of the Notes were then made.

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver or procure that there is delivered to the Trustee (i) a certificate signed by two Authorised Signatories of the Issuer stating that the circumstances referred to in (A)(I) and (A)(II) above prevail and setting out the details of such circumstances or (as the case may be) a certificate signed by two Authorised Signatories of the Guarantor stating that the circumstances referred to in (B)(I) and (B)(II) above prevail and setting out the details of such circumstances; and (ii) an opinion addressed to the Trustee of independent legal advisers of recognised standing to the effect that the Issuer or (as the case may be) the Guarantor has or will become obliged to pay such additional amounts or (as the case may be) the Guarantor has or will become obliged to make such withholding or deduction as a result of such change or amendment.

The Trustee shall be entitled to accept such certificate and opinion as sufficient evidence of the satisfaction of the circumstances set out above, in which event it shall be conclusive and binding on the Noteholders.

Upon the expiry of any such notice as is referred to in this Condition 9(b), the Issuer shall be bound to redeem the Notes in accordance with this Condition 9(b).

(c) Redemption at the option of the Issuer :

If the Call Option is specified in the relevant Final Terms as being applicable, the Notes may be redeemed at the option of the Issuer in whole or, if so specified in the relevant Final Terms, in part on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) on the Issuer giving not less than 30 nor more than 60 days' notice to the Noteholders, or such other period(s) as may be specified in the relevant final terms (which notice shall be irrevocable and shall oblige the Issuer to redeem the Notes or, as the case may be, the Notes specified in such notice on the relevant Optional Redemption Date (Call) at the Optional Redemption Amount (Call).

In these Conditions:

“Optional Redemption Amount (Call)” means:

- (i) in relation to any Optional Redemption Date (Call) which falls in the period from (and including) the Par Call Redemption Date (as specified in the relevant Final Terms) to

(but excluding) the Maturity Date, the principal amount of the Notes plus accrued interest (if any) to (but excluding) such date; or

(ii) in relation to any Optional Redemption Date (Call) which falls in the period from (and including) the Issue Date to (but excluding) the Par Call Redemption Date, the Make-Whole Redemption Amount, plus accrued interest (if any) to (but excluding) such date; or

(iii) such other amount as may be specified in the relevant Final Terms.

“Make-Whole Redemption Amount” means the amount to be calculated by the Determination Agent, which will be the greater of (x) 100 per cent. of the principal amount of the Notes to be redeemed and (y) the sum of the then present values of each remaining scheduled payment of principal and interest on such Notes (not including any interest accrued on the Notes to, but excluding, the relevant Optional Redemption Date (Call)) discounted to the relevant Optional Redemption Date (Call) on an annual basis at the Make-Whole Redemption Rate plus the Make-Whole Redemption Margin, if any, specified in the relevant Final Terms.

“DA Selected Bond” means a government security or securities selected by the Determination Agent as having an actual or interpolated maturity comparable with the remaining term of the Notes that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities denominated in the same currency as the Notes and of a comparable maturity to the remaining term of the Notes;

“Determination Agent” means a financial adviser selected by the Issuer;

“Make-Whole Redemption Margin” has the meaning given in the relevant Final Terms;

“Make-Whole Redemption Rate” means, with respect to any date of redemption, the rate per annum equal to the annual or semi-annual yield (as the case may be) to maturity or interpolated yield to maturity (on the relevant day count basis) of the Reference Bond, assuming a price for the Reference Bond (expressed as a percentage of its nominal amount) equal to the Reference Bond Price for such date of redemption;

“Reference Bond” shall be the DA Selected Bond, or (if DA Selected Bond is not specified in the relevant Final Terms) as set out in the relevant Final Terms;

“Reference Bond Price” means, with respect to any date of redemption, (A) the arithmetic average of the Reference Government Bond Dealer Quotations for such date of redemption, after excluding the highest and lowest such Reference Government Bond Dealer Quotations, or (B) if the Determination Agent obtains fewer than four such Reference Government Bond Dealer Quotations, the arithmetic average of all such quotations;

“Reference Date” will be set out in the relevant notice of redemption;

“Reference Government Bond Dealer” means each of five banks selected by the Issuer, or their affiliates, which are (A) primary government securities dealers, and their respective successors, or (B) market makers in pricing corporate bond issues; and

“Reference Government Bond Dealer Quotations” mean, with respect to each Reference Government Bond Dealer and any date for redemption, the arithmetic average, as determined by the Determination Agent, of the bid and offered prices for the Reference Bond (expressed in each case as a percentage of its nominal amount) at the Quotation Time specified in the relevant Final Terms on the Reference Date quoted in writing to the Determination Agent by such Reference Government Bond Dealer.

(d) *Partial redemption:* If the Notes are to be redeemed in part only on any date in accordance with Condition 9(c) (*Redemption and Purchase – Redemption at the option of the Issuer*), in the case of Bearer Notes, the Notes to be redeemed shall be selected by the drawing of lots in such place as the Principal Paying Agent approves and in such manner as the Principal Paying Agent considers appropriate, subject to compliance with applicable law, the rules of each

competent authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation and the notice to Noteholders referred to in Condition 9(c) (*Redemption and Purchase – Redemption at the option of the Issuer*) shall specify the serial numbers of the Notes so to be redeemed, and, in the case of Registered Notes, each Note shall be redeemed in part in the proportion which the aggregate principal amount of the outstanding Notes to be redeemed on the relevant Optional Redemption Date (Call) bears to the aggregate principal amount of outstanding Notes on such date. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Final Terms, then the Optional Redemption Amount (Call) shall in no event be greater than the maximum or be less than the minimum so specified.

- (e) *Redemption at the option of Noteholders:* If the Put Option is specified in the relevant Final Terms as being applicable, the Issuer shall, at the option of the Holder of any Note, redeem such Note on the Optional Redemption Date (Put) specified in the relevant Put Option Notice (which notice shall be irrevocable) at the relevant Optional Redemption Amount (Put) together with interest (if any) accrued to such date. In order to exercise the option contained in this Condition 9(e), the Holder of a Note must, not less than 30 nor more than 60 days before the relevant Optional Redemption Date (Put) (or such other period(s) as may be specified in the relevant Final Terms), deposit with any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) such Note together with all unmatured Coupons relating thereto and a duly completed Put Option Notice in the form obtainable from any Paying Agent. The Paying Agent or the Registrar (as the case may be) with which a Note is so deposited shall deliver a duly completed Put Option Receipt to the depositing Noteholder. No Note, once deposited with a duly completed Put Option Notice in accordance with this Condition 9(e), may be withdrawn; *provided, however, that* if, prior to the relevant Optional Redemption Date (Put), any such Note becomes immediately due and payable or, upon due presentation of any such Note on the relevant Optional Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the relevant Paying Agent or Registrar (as applicable) shall mail notification thereof to the depositing Noteholder at such address as may have been given by such Noteholder in the relevant Put Option Notice and shall hold such Note at its Specified Office for collection by the depositing Noteholder against surrender of the relevant Put Option Receipt. For so long as any outstanding Note is held by a Paying Agent or the Registrar (as applicable) in accordance with this Condition 9(e), the depositor of such Note and not such Paying Agent or Registrar (as applicable) shall be deemed to be the Holder of such Note for all purposes.
- (f) *Redemption or Purchase on Change of Control:* If the Change of Control Put Option is specified in the relevant Final Terms as being applicable, and a Change of Control Put Event occurs, the Issuer shall, at the option of any Noteholder redeem or, at the Issuer's discretion, purchase (or procure the purchase of) such Note on the Change of Control Put Date at the Change of Control Redemption Amount (as specified in the Final Terms) together with any interest (if any) accrued up to (but excluding) such Change of Control Put Date.

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

- (i) any person or any persons acting in concert (as defined in the City Code on Takeovers and Mergers) or any person or persons acting on behalf of any such person(s) (the “**Equity Holder**”) at any time directly or indirectly own(s) or acquire(s):
- (A) more than 50 per cent. of the issued or allotted ordinary share capital of the Issuer; or
- (B) such number of shares in the issued or allotted ordinary share capital of the Issuer carrying more than 50 per cent. of the total voting rights attached to such issued or allotted ordinary share capital of the Issuer that are normally exercisable at a general meeting of the Issuer,

(any such event being a “**Change of Control**”), *provided that* a Change of Control will be deemed not to have occurred if all or substantially all of the holders of the issued or

allotted ordinary share capital or units of, or interests in, the Equity Holder are, or immediately prior to the event which would otherwise have constituted a Change of Control were, holders of the issued or allotted ordinary share capital of the Issuer with the same (or substantially the same) pro rata interest in the issued or allotted ordinary share capital or units of, or interests in, the Equity Holder as such holders have, or as the case may be, had in the issued or allotted ordinary share capital of the Issuer; and

- (ii) on the date (the “**Relevant Announcement Date**”) that is the earlier of (x) the date of the first public announcement of the relevant Change of Control; and (y) the date of the earliest Relevant Potential Change of Control Announcement (as defined below) (if any), the Notes carry from any Rating Agency (as defined below):
 - (A) an investment grade credit rating (Baa3/BBB-, or equivalent, or better) assigned at the invitation of the Issuer (or where there is no rating from any Rating Agency assigned at the invitation of the Issuer, the then investment grade credit rating (if any) assigned from any Rating Agency of its own volition), and such rating from any Rating Agency is within the Change of Control Period either downgraded to a non-investment grade credit rating (Ba1/BB+, or equivalent, or worse) or withdrawn and is not within the Change of Control Period subsequently (in the case of a downgrade) upgraded or (in the case of a withdrawal) reinstated to an investment grade credit rating by such Rating Agency; or
 - (B) a non-investment grade credit rating (Ba1/BB+, or equivalent, or worse) assigned at the invitation of the Issuer (or where there is no rating from any Rating Agency assigned at the invitation of the Issuer, the then non-investment grade credit rating (if any) assigned from any Rating Agency of its own volition), and such rating from any Rating Agency is within the Change of Control Period downgraded by one or more notches (for illustration, Ba1/BB+ to Ba2/BB being one notch) or withdrawn and is not within the Change of Control Period subsequently (in the case of a downgrade) upgraded or (in the case of a withdrawal) reinstated to its earlier credit rating or better by such Rating Agency; or
 - (C) no credit rating, and no Rating Agency assigns within the Change of Control Period an investment grade credit rating to the Notes,

provided that if on the Relevant Announcement Date the Notes carry a credit rating from more than one Rating Agency, at least one of which is investment grade, then sub-paragraph (A) will apply; and

- (iii) in making the relevant decision(s) referred to above, the relevant Rating Agency announces publicly or confirms in writing to the Issuer, the Guarantor and the Trustee that such decision(s) resulted, in whole or in part, from the occurrence of the Change of Control.

If a Change of Control Put Event occurs, each Noteholder shall have the option (unless prior to the giving of the relevant Change of Control Put Event Notice (as defined below) the Issuer has given notice of redemption under Condition 9(b) (*Redemption and Purchase- Redemption for tax reasons*) or Condition 9(c) (*Redemption and Purchase- Redemption at the option of the Issuer*) above) to require the Issuer to redeem or, at the Issuer’s option, purchase (or procure the purchase of) that Note on the Change of Control Put Date (as defined below) at its principal amount together with interest accrued to but excluding the date of redemption or purchase. Such option (the “**Change of Control Put Option**”) shall operate as set out below.

Promptly upon the Issuer or the Guarantor (as the case may be) becoming aware that a Change of Control Put Event has occurred the Issuer shall notify the Trustee and give notice (a “**Change of Control Put Event Notice**”) to the Noteholders in accordance with Condition 20 (*Notices*)

specifying the nature of the Change of Control Put Event and the procedure for exercising the Change of Control Put Option.

To exercise the Change of Control Put Option the holder of the Note must, if it is in definitive form and held outside Euroclear or Clearstream, Luxembourg, deliver, at the specified office of any Paying Agent at any time during normal business hours of such Paying Agent falling within the period (the “**Change of Control Put Period**”) of 30 days after a Change of Control Put Event Notice is given, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent (a “**Change of Control Put Notice**”) and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under these Conditions accompanied by the Note or evidence satisfactory. The Note should be delivered together with all Coupons appertaining thereto maturing after the date which is seven days after the expiration of the Change of Control Put Period (the “**Change of Control Put Date**”), failing which the amount of any such missing unmatured Coupon will be deducted from the sum due for payment. Each amount so deducted will be paid in the manner provided in Condition 10 (*Payments – Bearer Notes*) against surrender of the relative missing Coupon (or any replacement therefore issued pursuant to Condition 15 (*Replacement of Notes and Coupons*)) at any time after such payment but before the expiry of five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

The Paying Agent to which such Note and Change of Control Put Notice are delivered will issue to the Noteholder concerned a non-transferable receipt in respect of the Note so delivered. Payment in respect of any Note so delivered will be made, if the holder duly specified a bank account in the Change of Control Put Notice to which payment is to be made, on the Change of Control Put Date by transfer to that bank account and, in every other case, on or after the Change of Control Put Date against presentation and surrender or (as the case may be) endorsement of such receipt at the specified office of any Paying Agent.

If a Note is represented by a note in global form or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the option to require redemption or purchase of the Note the holder of the Note must, within the Change of Control Put Period, give notice to any Paying Agent of such exercise in accordance with the standard procedures of Euroclear or Clearstream, Luxembourg (which may include notice being given on his instruction by Euroclear and Clearstream, Luxembourg or any common depositary for them to such Paying Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time.

Any Change of Control Put Notice or other notice given in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg given by a holder of any Note pursuant to these Conditions, once given, shall be irrevocable. For the purposes of this Condition, receipts issued pursuant to this Condition shall be treated as if they were Notes. The Issuer shall redeem or purchase (or procure the purchase of) the relevant Notes on the Change of Control Put Date unless previously redeemed (or purchased) and cancelled.

If 80 per cent. or more in principal amount of the Notes of any Series then outstanding have been redeemed or purchased pursuant to this Condition 9(f), the Issuer may, on giving not less than 30 nor more than 60 days’ notice to the Noteholders (such notice being given within 30 days after the Change of Control Put Date), redeem or purchase (or procure the purchase of), at its option, all but not some only of the remaining outstanding Notes of such Series at their principal amount, together with interest accrued to (but excluding) the date fixed for such redemption or purchase.

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

In this Condition:

“Change of Control Put Date” means the date specified as such in the relevant Change of Control Put Event Notice;

“Change of Control Period” means the period commencing on the Relevant Announcement Date and ending 90 days after the Change of Control;

“Rating Agency” means Moody’s Investors Service Ltd (**“Moody’s”**) or S&P Global Ratings UK Limited (**“S&P”**) or their respective successors or any rating agency (a **“Substituted Rating Agency”**) substituted for any of them by the Issuer or the Guarantor from time to time with the prior written approval of the Trustee; and

“Relevant Potential Change of Control Announcement” means any public announcement or statement by the Issuer or the Guarantor, any actual or potential bidder or any advisor thereto relating to any potential Change of Control where, within 90 days following the date of such announcement or statement, a Change of Control occurs.

- (g) *Issuer Residual Call Option:* If Issuer Residual Call Option is specified as being applicable in the relevant Final Terms and, at any time, the outstanding aggregate nominal amount of the Notes is 20 per cent. or less (or such other percentage as may be specified in the relevant Final Terms as being the Residual Call Threshold) of the aggregate nominal amount of the Series issued (other than as a result (in whole or in part) of a partial redemption of the Notes pursuant to Condition 9(c)), the Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Note is not a Floating Rate Note) or on any Interest Payment Date (if this Note is a Floating Rate Note), on giving not less than 30 and not more than 60 days’ notice to the Trustee and, in accordance with Condition 20 (*Notices*), the Noteholders (which notice shall be irrevocable and shall specify the date fixed for redemption) at the Residual Call Early Redemption Amount together, if appropriate, with interest accrued to (but excluding) the date of redemption.

Prior to the publication of any notice of redemption pursuant to this Condition 9(g), the Issuer shall deliver or procure that there is delivered to the Trustee (i) a certificate signed by two Authorised Signatories of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the outstanding aggregate nominal amount of the Notes is 20 per cent. or less (or such other percentage as may be specified in the relevant Final Terms as being the Residual Call Threshold) of the aggregate nominal amount of the Notes originally issued (other than as a result (in whole or in part) of a partial redemption of the Notes pursuant to Condition 9(c)).

The Trustee shall be entitled to accept such certificate as sufficient evidence of the satisfaction of the circumstances set out above, and rely on such certificate without enquiry or liability, in which event it shall be conclusive and binding on the Noteholders.

- (h) *No other redemption:* The Issuer shall not be entitled to redeem the Notes otherwise than as provided in paragraphs (a) to (g) above.
- (i) *Early redemption of Zero Coupon Notes:* Unless otherwise specified in the relevant Final Terms, the Redemption Amount payable on redemption of a Zero Coupon Note at any time before the Maturity Date shall be an amount equal to the sum of:
- (i) the Reference Price; and
 - (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Note becomes due and payable.

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year shall be made on the basis of such

Day Count Fraction as may be specified in the Final Terms for the purposes of this Condition 9(i) or, if none is so specified, a Day Count Fraction of 30E/360.

- (j) *Purchase:* The Issuer, the Guarantor or any of their respective Subsidiaries may at any time purchase Notes in the open market or otherwise and at any price, *provided that* (in the case of Bearer Notes) all unmatured Coupons are purchased therewith.
- (k) *Cancellation:* All Notes so redeemed or purchased by the Issuer, the Guarantor or any of their respective Subsidiaries and any unmatured Coupons attached to or surrendered with them may, but need not, be cancelled at the election of the Issuer. Any Notes so cancelled will not be reissued or resold.

10. Payments - Bearer Notes

This Condition 10 is only applicable to Bearer Notes.

- (a) *Principal:* Payments of principal shall be made only against presentation and (*provided that* payment is made in full) surrender of Bearer Notes at the Specified Office of any Paying Agent outside the United States by transfer to an account denominated in the Specified Currency (or, if the Specified Currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency.
- (b) *Interest:* Payments of interest shall, subject to paragraph (h) below, be made only against presentation and (*provided that* payment is made in full) surrender of the appropriate Coupons at the Specified Office of any Paying Agent outside the United States in the manner described in paragraph (a) above.
- (c) *Payments in New York City:* Payments of principal or interest may be made at the Specified Office of a Paying Agent in New York City if (i) the Issuer has appointed Paying Agents outside the United States with the reasonable expectation that such Paying Agents will be able to make payment of the full amount of the interest on the Notes in the currency in which the payment is due when due, (ii) payment of the full amount of such interest at the offices of all such Paying Agents is illegal or effectively precluded by exchange controls or other similar restrictions and (iii) payment is permitted by applicable United States law.
- (d) *Payments subject to fiscal laws:* All payments in respect of the Bearer Notes are subject in all cases to (i) any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 12 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 12 (*Taxation*)) any law implementing an intergovernmental approach thereto.
- (e) No commissions or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.
- (f) *Deductions for unmatured Coupons:* If the relevant Final Terms specifies that the Fixed Rate Note Provisions are applicable (and does not specify that Condition 10(g) is applicable) and a Bearer Note is presented without all unmatured Coupons relating thereto:
 - (i) if the aggregate amount of the missing Coupons is less than or equal to the amount of principal due for payment, a sum equal to the aggregate amount of the missing Coupons will be deducted from the amount of principal due for payment; *provided, however, that* if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of such missing Coupons which the gross amount actually available for payment bears to the amount of principal due for payment;

- (ii) if the aggregate amount of the missing Coupons is greater than the amount of principal due for payment:
 - (A) so many of such missing Coupons shall become void (in inverse order of maturity) as will result in the aggregate amount of the remainder of such missing Coupons (the “**Relevant Coupons**”) being equal to the amount of principal due for payment; *provided, however, that* where this sub-paragraph would otherwise require a fraction of a missing Coupon to become void, such missing Coupon shall become void in its entirety; and
 - (B) a sum equal to the aggregate amount of the Relevant Coupons (or, if less, the amount of principal due for payment) will be deducted from the amount of principal due for payment; *provided, however, that*, if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of the Relevant Coupons (or, as the case may be, the amount of principal due for payment) which the gross amount actually available for payment bears to the amount of principal due for payment.

Each sum of principal so deducted shall be paid in the manner provided in paragraph (a) above against presentation and (*provided that* payment is made in full) surrender of the relevant missing Coupons.

- (g) *Unmatured Coupons void:* If the relevant Final Terms specifies that this Condition 10(g) is applicable or that the Floating Rate Note Provisions are applicable, on the due date for final redemption of any Note or early redemption in whole of such Note pursuant to Condition 9(b) (*Redemption and Purchase - Redemption for tax reasons*), Condition 9(e) (*Redemption and Purchase - Redemption at the option of Noteholders*), Condition 9(f) (*Redemption or Purchase on Change of Control*), Condition 9(c) (*Redemption and Purchase - Redemption at the option of the Issuer*), Condition 9(g) (*Redemption and Purchase - Issuer Residual Call Option*) or Condition 13 (*Events of Default*), all unmaturing Coupons relating thereto (whether or not still attached) shall become void and no payment will be made in respect thereof.
- (h) *Payments on business days:* If the due date for payment of any amount in respect of any Bearer Note or Coupon is not a Payment Business Day in the place of presentation, the Holder shall not be entitled to payment in such place of the amount due until the next succeeding Payment Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.
- (i) *Payments other than in respect of matured Coupons:* Payments of interest other than in respect of matured Coupons shall be made only against presentation of the relevant Bearer Notes at the Specified Office of any Paying Agent outside the United States (or in New York City if permitted by paragraph (c) above).
- (j) *Partial payments:* If a Paying Agent makes a partial payment in respect of any Bearer Note or Coupon presented to it for payment, such Paying Agent will endorse thereon a statement indicating the amount and date of such payment.
- (k) *Exchange of Talons:* On or after the maturity date of the final Coupon which is (or was at the time of issue) part of a Coupon Sheet relating to the Bearer Notes, the Talon forming part of such Coupon Sheet may be exchanged at the Specified Office of the Principal Paying Agent for a further Coupon Sheet (including, if appropriate, a further Talon but excluding any Coupons in respect of which claims have already become void pursuant to Condition 14 (*Prescription*)). Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note shall become void and no Coupon will be delivered in respect of such Talon.

11. Payments - Registered Notes

This Condition 11 is only applicable to Registered Notes.

- (a) *Principal*: Payments of principal shall be made by transfer to an account denominated in the Specified Currency (or, if that Specified Currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of the Specified Currency and (in the case of redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Note Certificates at the Specified Office of any Paying Agent.
- (b) *Interest*: Payments of interest shall be made by transfer to an account denominated in the Specified Currency (or, if the Specified Currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of the Specified Currency and (in the case of interest payable on redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Note Certificates at the Specified Office of any Paying Agent.
- (c) *Payments subject to fiscal laws*: All payments in respect of the Registered Notes are subject in all cases to (i) any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 12 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 12 (*Taxation*)) any law implementing an intergovernmental approach thereto. No commissions or expenses shall be charged to the Noteholders in respect of such payments.
- (d) *Payments on business days*: Where payment is to be made by transfer to an account, payment instructions (for value the due date, or, if the due date is not Payment Business Day, for value the next succeeding Payment Business Day) will be initiated (i) (in the case of payments of principal and interest payable on redemption) on the later of the due date for payment and the day on which the relevant Note Certificate is surrendered (or, in the case of part payment only, endorsed) at the Specified Office of a Paying Agent and (ii) (in the case of payments of interest payable other than on redemption) on the due date for payment. A Holder of a Registered Note shall not be entitled to any interest or other payment in respect of any delay in payment resulting from the due date for a payment not being a Payment Business Day.
- (e) *Partial payments*: If a Paying Agent makes a partial payment in respect of any Registered Note, the Issuer shall procure that the amount and date of such payment are noted on the Register and, in the case of partial payment upon presentation of a Note Certificate, that a statement indicating the amount and the date of such payment is endorsed on the relevant Note Certificate.
- (f) *Record date*: Each payment in respect of a Registered Note will be made to the person shown as the Holder in the Register at the opening of business in the place of the Registrar’s Specified Office on the fifteenth day before the due date for such payment (the “**Record Date**”).

12. Taxation

- (a) *Gross up*: All payments of principal and interest in respect of the Notes and the Coupons by or on behalf of the Issuer or the Guarantor shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the United Kingdom or any political subdivision therein or any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments, or governmental charges is required by law. In that event, the Issuer or (as the case may be) the Guarantor shall pay such additional amounts as shall be necessary in order that the net amounts received by the Noteholders and the Couponholders after such withholding

or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes or Coupons, as the case may be, in the absence of such withholding or deduction (“**Additional Amounts**”), except that no such Additional Amounts shall be payable in respect of any Note or Coupon:

- (i) held by or on behalf of a Holder which is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of its having some connection with the jurisdiction by which such taxes, duties, assessments or charges have been imposed, levied, collected, withheld or assessed other than the mere holding of the Note or Coupon; or
 - (ii) where the relevant Note or Coupon or Note Certificate is presented or surrendered for payment more than 30 days after the Relevant Date except to the extent that the Holder of such Note or Coupon would have been entitled to such additional amounts on presenting or surrendering such Note or Coupon or Note Certificate for payment on the last day of such period of 30 days.
- (b) *Taxing jurisdiction:* If the Issuer or the Guarantor becomes subject at any time to any taxing jurisdiction other than the United Kingdom, references in these Conditions to the United Kingdom shall be construed as references to the United Kingdom and/or such other jurisdiction.

13. Events of Default

If any of the following events occurs and is continuing, it shall be regarded as an “**Event of Default**” with respect to the Notes:

- (a) *Non-payment:* default is made for more than 14 days in the payment on the due date of interest or Additional Amounts in respect of the Notes, or default is made for more than seven days in the payment of all or any part of the principal or premium, if any, of any Note as and when the same shall become due and payable either at maturity, upon any redemption, by declaration or otherwise; or
- (b) *Breach of other obligations:* the Issuer or the Guarantor does not perform or comply with any one or more of its other obligations under or in respect of the Notes or the Trust Deed and such default (i) is, in the opinion of the Trustee, incapable of remedy or (ii) being a default which is, in the opinion of the Trustee, capable of remedy, remains unremedied for 30 days after the Trustee has given written notice thereof addressed to the Issuer or the Guarantor (as the case may be) requiring the same to be remedied; or
- (c) *Cross-Acceleration:* (i) any other present or future indebtedness for borrowed money of the Issuer, the Guarantor or any of the Principal Subsidiaries becomes due and payable prior to its stated maturity by reason of any default or event of default (howsoever described) and remains unpaid, or (ii) any such indebtedness for borrowed money is not paid when due or, as the case may be, within any applicable grace period, or (iii) the Issuer, the Guarantor or any of the Principal Subsidiaries fails to pay when due and called upon (after the expiry of any applicable grace period) any amount payable by it under any present or future guarantee for, or indemnity in respect of, any indebtedness for borrowed money and which remains unpaid, *provided that* (x) payment of the relevant indebtedness for borrowed money is not being contested in good faith and in accordance with legal advice or (y) the aggregate amount of the relevant indebtedness for borrowed money, guarantees and indemnities in respect of which one or more of the events mentioned above in clauses (i), (ii) and (iii) has or have occurred and is or are continuing, equals or exceeds £25,000,000 or its equivalent in any other currency of the relevant indebtedness for borrowed money or, if greater, 3 per cent. of the Net Assets of the Issuer; or
- (d) *Cessation of Guarantee:* the Guarantee of the Notes ceases to be in full force and effect or the Guarantor denies or disaffirms in writing its obligations under the Trust Deed or the Guarantee of the Notes; or

- (e) *Security enforced*: any Security Interest, present or future, created or assumed by the Issuer, the Guarantor or any of the Principal Subsidiaries becomes enforceable and any step is taken to enforce it (including the taking of possession or the appointment of a receiver, administrative receiver, manager or other similar person) against all or substantially all of the assets of the Issuer, the Guarantor or any of the Principal Subsidiaries and is not discharged within 45 days; or
- (f) *Insolvency etc*: any of the Issuer, the Guarantor or the Principal Subsidiaries is insolvent or bankrupt or unable to pay its debts (within the meaning of Section 123(1)(b) or (e) of Section 123(2) of the UK Insolvency Act 1986), stops, suspends or threatens to stop or suspend payment of all or a material part of its debts, proposes or makes a general assignment or an arrangement or composition (otherwise than for the purposes of reconstruction, amalgamation, reorganisation, merger or consolidation or other similar arrangement or in the case of a Principal Subsidiary, whereby the undertaking and assets of the Principal Subsidiary are transferred to or otherwise vested in the Issuer or another of its Subsidiaries) with or for the benefit of its creditors in respect of any of such debts or a moratorium is agreed or declared in respect of or affecting all or a material part of the debts of the Issuer, the Guarantor or any of the Principal Subsidiaries; or
- (g) *Winding-up and Cessation of Business*: an order is made, or an effective resolution passed or a plan adopted for the winding-up, liquidation or dissolution or administration of the Issuer, the Guarantor or any of the Principal Subsidiaries, or the Issuer, the Guarantor or any of the Principal Subsidiaries shall apply, propose a plan or petition for a winding-up, liquidation or administration order in respect of itself or the Issuer ceases or threatens to cease to carry on all or substantially all of the Group's business or operations, in each case, except (i) in the case of any Principal Subsidiary, for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation or other similar arrangement of the Group or part of it whilst solvent, (ii) for the purpose of a Permitted Reorganisation, (iii) for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation or other similar arrangement of the Group or part of it on terms previously approved in writing by the Trustee or by an Extraordinary Resolution, or (iv) in the case of a Principal Subsidiary, whereby the undertaking and assets of the Principal Subsidiary are transferred to or otherwise vested in the Issuer or another of its Subsidiaries; or
- (h) *Analogous Events*: any event occurs that under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in any of the foregoing paragraphs (e) to (g).

If an Event of Default occurs and is continuing, then and in each and every such case (subject in the case of paragraph (b) above or (in relation to any Principal Subsidiary only), paragraph (e), (f) and (g) above, to the Trustee having certified in writing to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Noteholders), unless the principal of all the Notes shall have already become due and payable, the Trustee at its discretion may, and if so requested in writing by holders of at least one quarter of the aggregate principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution of the holders of Notes then outstanding shall (subject in each case to its receiving indemnification and/or security and/or prefunding to its satisfaction), by notice in writing to the Issuer and to the Guarantor, declare the entire principal amount of all Notes and interest accrued and unpaid thereon, if any, to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, without any further declaration or other act or formality.

In these Conditions:

“Group” means, at any time, the Issuer together with its Subsidiaries;

“Net Assets” means, at any time, the gross assets of the Group less the liabilities of the Group at that time excluding (a) assets or liabilities representing the fair value of derivative financial instruments and (b) any liability or asset in respect of retirement benefits obligations and (c) any related deferred tax asset or liability, each as determined in accordance with generally accepted accounting principles in the

United Kingdom (including IFRS) as applied in connection with the Group's 2024 financial statements, as calculated by reference to the most recent annual or interim consolidated accounts of the Group;

“Permitted Reorganisation” means any demerger or sale, lease, licence, transfer or other disposal, which is on arm's length terms, of the Smiths Interconnect and/or Smiths Detection business as described in the base prospectus dated 17 April 2025 prepared by the Issuer in connection with the Programme; and

“Principal Subsidiary” means a Subsidiary of the Issuer at any relevant date:

- (a) which has been a Subsidiary of the Issuer for more than 60 days; and
- (b) whose turnover attributable to the Group for the then latest year or other period in respect of which accounts of such Subsidiary have been prepared for inclusion in the audited consolidated accounts of the Issuer (and as derived by reference to such accounts) represent 10 per cent. or more of the consolidated turnover of the Group for the then latest year or other period (or proportionately if the then latest accounting period of the relevant Subsidiary for which turnover is included in consolidated turnover shall have been for a shorter period than the then latest year or other period of the Group) in respect of which consolidated accounts of the Issuer shall have been audited; or
- (c) whose gross assets as shown by the then latest accounts of such Subsidiary which have been prepared for inclusion in the audited consolidated accounts of the Issuer represent 10 per cent. or more of the consolidated gross assets of the Group, as derived by reference to the then latest audited consolidated accounts of the Issuer; or
- (d) to which has been transferred (whether by one transaction or a series of transactions, related or not) the whole or substantially the whole of the assets of a Subsidiary of the Issuer which immediately prior to those transactions was a Principal Subsidiary,

however:

- (i) a determination of whether a company which becomes a Subsidiary of the Issuer is or is not a Principal Subsidiary may be made at any time after the 60th day following that company becoming a Subsidiary of the Issuer by reference to its latest audited accounts and the latest audited consolidated accounts of the Issuer; and
- (ii) in the case of paragraph (d) above, the transferring Subsidiary shall, upon the transferee Subsidiary becoming a Principal Subsidiary, cease to be a Principal Subsidiary.

A certificate from two Authorised Signatories of the Issuer that in their opinion a Subsidiary is, or is not, or was, or was not, at any particular time, or throughout any particular period, a Principal Subsidiary shall, in the absence of manifest error, be conclusive and binding on all parties.

14. Prescription

Claims for principal in respect of Bearer Notes shall become void unless the relevant Bearer Notes are presented for payment within ten years of the appropriate Relevant Date. Claims for interest in respect of Bearer Notes shall become void unless the relevant Coupons are presented for payment within five years of the appropriate Relevant Date. Claims for principal and interest on redemption in respect of Registered Notes shall become void unless the relevant Note Certificates are surrendered for payment within ten years of the appropriate Relevant Date.

15. Replacement of Notes and Coupons

If any Note, Note Certificate or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Principal Paying Agent, in the case of Bearer Notes, or the Registrar, in the case of Registered Notes (and, if the Notes are then admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the

appointment of a Paying Agent or Transfer Agent in any particular place, the Paying Agent or Transfer Agent having its Specified Office in the place required by such competent authority, stock exchange and/or quotation system), subject to all applicable laws and competent authority, stock exchange and/or quotation system requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Notes, Note Certificates or Coupons must be surrendered before replacements will be issued.

16. Trustee and Agents

Under the Trust Deed, the Trustee is entitled to be indemnified and relieved from responsibility in certain circumstances and to be paid its costs and expenses in priority to the claims of the Noteholders. In addition, the Trustee is entitled to enter into business transactions with the Issuer, the Guarantor and any entity relating to the Issuer or the Guarantor without accounting for any profit.

In the exercise of its rights, powers and discretions under these Conditions and the Trust Deed, the Trustee will have regard to the interests of the Noteholders as a class and will not be responsible for any consequence for individual Noteholders as a result of such Holders being connected in any way with a particular territory or taxing jurisdiction.

In acting under the Agency Agreement and in connection with the Notes and the Coupons, the Agents act solely as agents of the Issuer and the Guarantor and (to the extent provided therein) the Trustee and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders or Couponholders.

The initial Agents and their initial Specified Offices are set out in the Agency Agreement. The initial Calculation Agent (if any) is specified in the relevant Final Terms. The Issuer and the Guarantor reserve the right (with the prior approval of the Trustee) at any time to vary or terminate the appointment of any Agent and to appoint a successor principal paying agent or registrar or calculation agent and additional or successor paying agents; *provided, however, that:*

- (i) the Issuer and the Guarantor shall at all times maintain a principal paying agent and a registrar; and
- (ii) if a Calculation Agent is specified in the relevant Final Terms, the Issuer and the Guarantor shall at all times maintain a calculation agent; and
- (iii) if and for so long as the Notes are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent and/or a Transfer Agent in any particular place, the Issuer and the Guarantor shall maintain a Paying Agent and/or a Transfer Agent having its Specified Office in the place required by such competent authority, stock exchange and/or quotation system.

Notice of any change in any of the Agents or in their Specified Offices shall promptly be given to the Noteholders in accordance with Condition 20 (*Notices*).

17. Meetings of Noteholders; Modification and Waiver; Substitution

- (a) *Meetings of Noteholders:* The Trust Deed contains provisions for convening meetings (including by way of conference call or by use of a videoconference platform) of Noteholders to consider matters relating to the Notes, including the modification of any provision of these Conditions or the Trust Deed. Any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened by the Issuer and the Guarantor (acting together) or by the Trustee and shall be convened by the Trustee (subject to the Trustee being indemnified and/or secured and/or prefunded to its satisfaction) upon the request in writing of Noteholders holding not less than one-tenth of the aggregate principal amount of the outstanding Notes of any Series. The quorum at any meeting convened to vote on an Extraordinary Resolution will be two or more Persons holding or representing more than half

of the aggregate principal amount of the outstanding Notes or, at any adjourned meeting, two or more Persons being or representing Noteholders whatever the principal amount of the Notes held or represented; *provided, however, that* Reserved Matters may only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which two or more Persons holding or representing not less than two-thirds or, at any adjourned meeting, one third of the aggregate principal amount of the outstanding Notes form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders and Couponholders, whether present or not.

In addition, a resolution in writing signed by or on behalf of Noteholders holding or representing at least 75 per cent. of the aggregate principal amount of the outstanding Notes of any Series who for the time being are entitled to receive notice of a meeting of Noteholders under the Trust Deed will take effect as if it were an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

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

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

Any such modification, authorisation or waiver shall be binding on the Noteholders and the Couponholders. Unless the Trustee agrees otherwise, any such authorisation, waiver or modification shall be notified to the Noteholders by the Issuer as soon as practicable thereafter.

- (c) *Substitution:* The Trust Deed contains provisions under which a company may, without the consent of the Noteholders or the Couponholders, assume the obligations of the Issuer as principal debtor or the Guarantor as guarantor and principal debtor under the Trust Deed and the Notes *provided that* certain conditions specified in the Trust Deed are fulfilled, including, in the case of a substitution of the Issuer by a company other than the Guarantor, a requirement that the Guarantee of the Notes is fully effective in relation to the obligations of the new principal debtor under the Trust Deed and the Notes.

No Noteholder or Couponholder shall, in connection with any substitution, be entitled to claim any indemnification or payment in respect of any tax consequence thereof for such Noteholder or (as the case may be) Couponholder, except to the extent provided for in Condition 12 (*Taxation*) (or any undertaking given in addition to or substitution for it pursuant to the provisions of the Trust Deed).

- (d) *Written Resolution:* A Written Resolution shall take effect as if it were an Extraordinary Resolution.

18. Enforcement

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

- (i) it has been so requested in writing by the holders of at least one quarter of the aggregate principal amount of the outstanding Notes or has been so directed by an Extraordinary Resolution; and

- (ii) it has been indemnified and/or provided with security and/or prefunded to its satisfaction.

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

19. Further Issues

The Issuer may from time to time, without the consent of the Noteholders and in accordance with the Trust Deed, create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Notes. The Issuer may from time to time, with the consent of the Trustee, create and issue other series of notes having the benefit of the Trust Deed.

20. Notices

- (a) *Bearer Notes*: Notices to the Holders of Bearer Notes shall be valid if published in a leading English language daily newspaper published in London (which is expected to be the *Financial Times*) or, if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe. Any such notice shall be deemed to have been given on the date of first publication (or if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers). Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Holders of Bearer Notes.
- (b) *Registered Notes*: Notices to the Holders of Registered Notes shall be sent to them by first class mail (or its equivalent) or (if posted to an overseas address) by airmail at their respective addresses on the Register or, if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe. Any such notice shall be deemed to have been given on the fourth day after the date of mailing.
- (c) The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Notes are for the time being listed or by which they have been admitted to trading.

21. Currency Indemnity

If any sum due from the Issuer in respect of the Notes or the Coupons or any order or judgment given or made in relation thereto has to be converted from the currency (the “**first currency**”) in which the same is payable under these Conditions or such order or judgment into another currency (the “**second currency**”) for the purpose of (a) making or filing a claim or proof against the Issuer, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to the Notes, the Issuer shall indemnify each Noteholder, on the written demand of such Noteholder addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Principal Paying Agent, against any loss suffered as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which such Noteholder may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

This indemnity constitutes a separate and independent obligation of the Issuer and shall give rise to a separate and independent cause of action.

22. Rounding

For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions or the relevant Final Terms), (a) all percentages resulting from such calculations will be

rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.), (b) all United States dollar or euro amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount, and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

23. Governing Law and Jurisdiction

- (a) *Governing law:* The Notes and the Trust Deed and all non-contractual obligations arising out of or in connection with the Notes and the Trust Deed are governed by English law.
- (b) *Jurisdiction:* Each of the Issuer and the Guarantor has in the Trust Deed (i) agreed that the courts of England shall have exclusive jurisdiction to settle any dispute (a “**Dispute**”) arising out of or in connection with the Notes (including any non-contractual obligations arising out of or in connection with the Notes) and (ii) agreed that those courts are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue that any other courts are more appropriate or convenient.

FORM OF FINAL TERMS

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

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

PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (“**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**EUWA**”); or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the Financial Services and Markets Act 2000 (as amended, the “**FSMA**”) to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

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

[UK MIFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**UK MiFIR**”); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. *[Consider any negative target market]*. Any person subsequently offering, selling or recommending the Notes (a “**UK distributor**”) should take into consideration the manufacturer[‘s/s’] 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/s’] target market assessment) and determining appropriate distribution channels.]

[NOTIFICATION UNDER SECTION 309B(1)(c) OF THE SECURITIES AND FUTURES ACT 2001 OF SINGAPORE (as amended or modified from time to time, the “**SFA**”) - *[Insert notice if classification of the Notes is not “prescribed capital markets products”, pursuant to Section 309B of the SFA or Excluded*

Final Terms dated [●]

Smiths Group plc
Legal entity identifier (“LEI”): 213800MJL6IPZS3ASA11
Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
Guaranteed by Smiths Group International Holdings Limited
under the EUR 2,500,000,000
Euro Medium Term Note Programme
PART A – CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the Base Prospectus dated 17 April 2025 [and the supplement[s] dated [●] [and [●]] which [together] constitute[s] a base prospectus (the “**Base Prospectus**”) for the purposes of the UK Prospectus Regulation. This document constitutes the Final Terms of the Notes described herein for the purposes of the UK Prospectus Regulation and must be read in conjunction with the Base Prospectus.]

The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date: [Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the Base Prospectus dated 17 October 2016 which are incorporated by reference in the Base Prospectus dated 17 April 2025. These Final Terms contain the final terms of the Notes and must be read in conjunction with the Base Prospectus dated 17 April 2025 [and the supplemental Base Prospectus dated [●]] which [together] constitute[s] a base prospectus (the “**Base Prospectus**”) for the purposes of the UK Prospectus Regulation, including the Conditions incorporated by reference in the Base Prospectus. This document constitutes the Final Terms relating to the issue of Notes described herein for the purposes of the UK Prospectus Regulation and must be read in conjunction with the Base Prospectus in order to obtain all the relevant information.]

Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus [and the supplement(s) to it] [has] [have] been published on 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>.

- | | | |
|----|---|---|
| 1. | (i) Issuer: | Smiths Group plc |
| | (ii) Guarantor: | Smiths Group International Holdings Limited |
| 2. | (i) Series Number: | [●] |
| | [(ii) Tranche Number: | [●] |
| | [(iii) Date on which the Notes become fungible: | [Not Applicable/The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [●] on [[●]/the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph [22] below [which is expected to occur on or about [●]].] |
| 3. | Specified Currency or Currencies: | [●] |
| 4. | Aggregate Nominal Amount: | [●] |
| | [(i) Series: | [●] |
| | [(ii) Tranche: | [●] |

¹ Relevant Manager(s)/Dealer(s) to consider whether it / they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA.

5. Issue Price: [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [●]]
6. (i) Specified Denominations: [●] [and integral multiples of [●] in excess thereof up to and including [●]. No notes in definitive form will be issued with a denomination above [●]]
- (ii) Calculation Amount: [●]
7. (i) Issue Date: [●]
- (ii) Interest Commencement Date: [[●]/Issue Date/Not Applicable]
8. Maturity Date: [●]
9. Interest Basis: [[●] per cent. Fixed Rate]
EURIBOR +/- [●] per cent. Floating Rate]
[Zero Coupon]
(further particulars specified below in paragraph(s) [14/15/16])
10. Redemption/Payment Basis: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [100] per cent. of their nominal amount.
11. Change of Interest or Redemption/Payment Basis: [Applicable/Not Applicable]
12. Put/Call Options: [Not Applicable]
[Put Option]
[Change of Control Put Option]
[Call Option]
[Issuer Residual Call Option]
(See paragraph(s) [18/19/20/21] below)
13. [Date [Board] approval for issuance of Notes [and Guarantee] [respectively]] obtained: [●] [and [●], respectively]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. **Fixed Rate Note Provisions** [Applicable/Not Applicable]
- (i) Rate[(s)] of Interest: [●] per cent. per annum payable in arrear on each Interest Payment Date
- (ii) Interest Payment Date(s): [[●] [and [●]] in each year up to and including the Maturity Date][adjusted in accordance with [●]/not adjusted]
- (iii) Fixed Coupon Amount(s): [●] per Calculation Amount
- (iv) Broken Amount(s): [●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●] / [Not Applicable]
- (v) Day Count Fraction: [Actual/Actual (ICMA) / Actual/Actual (ISDA)/ Actual/365 (Fixed) / Actual/360 / 30/360 / 30E/360]
- (vi) [Determination Dates: [●] in each year / [Not Applicable]]
15. **Floating Rate Note Provisions** [Applicable/Not Applicable]
- (i) Specified Period: [●]
- (ii) Specified Interest Payment Dates: [●] in each year
- (iii) [First Interest Payment Date]: [●]
- (iv) Business Day Convention: [Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention/ No Adjustment]

	(v)	Additional Business Centre(s):	[Not Applicable/[●]]
	(vi)	[Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Principal Paying Agent):	[[●] shall be the Calculation Agent]
	(vii)	Screen Rate Determination:	
		• Reference Rate:	[●] month EURIBOR
		• Interest Determination Date(s):	[●]
		• Relevant Screen Page:	[●]
		• [Relevant Time:	[●]
		• Relevant Financial Centre:	[●]
	(viii)	[Linear Interpolation:	Not Applicable / Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation]] (Specify for each short or long interest period)
	(ix)	Margin(s):	[+/-][●] per cent. per annum
	(x)	Minimum Rate of Interest:	[●] per cent. per annum
	(xi)	Maximum Rate of Interest:	[●] per cent. per annum
	(xii)	Day Count Fraction:	[Actual/Actual (ICMA) / Actual/Actual (ISDA)/ Actual/365 (Fixed) / Actual/360 / 30/360 / 30E/360]
	(xiii)	[Ratings Step-up/Step-down: [Step-up/Step-down Margin:	[Applicable/Not Applicable] [●] per cent. per annum]
16.		Zero Coupon Note Provisions	[Applicable/Not Applicable]
	(i)	Accrual Yield:	[●] per cent. per annum
	(ii)	Reference Price:	[●]
	(iii)	Day Count Fraction in relation to Early Redemption Amounts:	[Actual/Actual (ICMA) / Actual/Actual (ISDA)/ Actual/365 (Fixed) / Actual/360 / 30/360 / 30E/360]
17.		Condition 10(g) (Unmatured Coupons void)	[Applicable/Not Applicable]

PROVISIONS RELATING TO REDEMPTION

18.		Call Option	[Applicable/Not Applicable]
	(i)	Optional Redemption Date(s) (Call):	[●]/[Any date from and including the Issue Date to but excluding the Maturity Date]/[Par Call Redemption Date]
	(ii)	Par Call Redemption Date:	[●]
	(iii)	If redeemable in part:	
		(a) Minimum Redemption Amount:	[●] per Calculation Amount
		(b) Maximum Redemption Amount:	[●] per Calculation Amount
	(iv)	Notice period:	[●]
	(v)	Make-Whole Redemption Margin:	[[●]/[Not Applicable]]
	(vi)	Reference Bond:	[[●]/DA Selected Bond/Not Applicable]

- (vii) Quotation Time: [[●]/[Not Applicable]]
19. **Put Option** [Applicable/Not Applicable]
- (i) Optional Redemption Date(s) (Put): [●]
- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [●] per Calculation Amount
- (iii) Notice period: [●]
20. **Change of Control Put Option:** [Applicable/Not Applicable]
- (i) Change of Control Redemption Amount(s) of each Note and method, if any, of calculation of such amounts: [●] per Calculation Amount
21. **Issuer Residual Call Option:** [Applicable/Not Applicable]
- (i) Residual Call Early Redemption Amount: [●] per Calculation Amount
- (ii) Residual Call Threshold: [[As specified in the Conditions]/[●] per cent.]
22. **Final Redemption Amount of each Note** [[●] / [Par] per Calculation Amount/Not Applicable]
23. **Early Redemption Amount**
- Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default or other early redemption: [[●] / [Par] per Calculation Amount / Not Applicable]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

24. Form of Notes: **[Bearer Notes:]**
 [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on [●] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note]
[Registered Notes:]
 [Global Registered Note exchangeable for Individual Note Certificates on [●] days' notice/at any time/in the limited circumstances described in the Global Registered Note]
25. New Global Note: [Yes] [No] [Not Applicable]
26. Additional Financial Centre(s) or other special provisions relating to payment dates: [Not Applicable/[●]]
27. Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No. As the Notes have more than 27 coupon payments, talons may be required if, on exchange into definitive form, more than 27 coupon payments are left.]

THIRD PARTY INFORMATION

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

Signed on behalf of **Smiths Group plc**:

By:
Duly authorised

Signed on behalf of **Smiths Group International Holdings Limited**:

By:
Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (i) Admission to Trading: Application [has been] [is expected to be made] by the Issuer (or on its behalf) for the Notes to be admitted to trading on the [Main Market of the London Stock Exchange] with effect from [●].
- (ii) Estimate of total expenses related to admission to trading: [●]

2. RATINGS

The Notes to be issued [[have been/are expected to be] rated]/[are unrated]:

Ratings:

[Standard & Poor's: [●]]

[Moody's: [●]]

[Fitch: [●]]

[●]

[[Each of] *[insert rating agency/ies]* is established in the European Economic Area and is registered under Regulation (EC) No. 1060/2009 (as amended) (the “**CRA Regulation**”).]/[[Each of] *[insert rating agency/ies]* is established in the United Kingdom and is registered under Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**UK CRA Regulation**”).]

[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]

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

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and the Guarantor and their affiliates in the ordinary course of business.]/[●]/[Not Applicable]

4. USE OF PROCEEDS

[As set out in the Base Prospectus under the heading “Use of Proceeds”]/[●]

- (i) Reasons for the offer: [As set out in the Base Prospectus under the heading “Use of Proceeds” / [●]]
- (ii) Estimated net proceeds: [●]

5. **[Fixed Rate Notes only – YIELD]**

Indication of yield: [●]

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

6. **OPERATIONAL INFORMATION**

(i) ISIN: [●]

(ii) Common Code: [●]

(iii) Delivery Delivery [against/free of] payment

(iv) FISN: [[See/[●], as updated, as set out on] the website of the Association of National Numbering Agencies (“ANNA”) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]

(v) CFI: [[See/[●], as updated, as set out on] the website of the Association of National Numbering Agencies (“ANNA”) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]

(vi) Names and addresses of additional Paying Agent(s) (if any): [●]

(vii) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper [, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,][include this text for registered Notes] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.] /

[No. Whilst the designation is specified as “no” at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper [, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem

monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

7. DISTRIBUTION

- (i) Method of distribution: [Syndicated/Non-syndicated]
- (ii) If syndicated: [Not Applicable / *give names*]
 - (a) Names of Dealers: [●]
 - (b) Date of subscription agreement: [●]
 - (c) Stabilisation Manager(s) (if any): [Not Applicable/[●]]
- (iii) If non-syndicated, name of Dealer: [Not Applicable/*give name*]
- (iv) US Selling Restrictions: [Reg. S Compliance Category 2]; [TEFRA C/TEFRA D/TEFRA not applicable]
- (v) Prohibition of Sales to Belgian Consumers: [Applicable/Not Applicable]

(N.B. advice should be taken from Belgian counsel before disapplying this selling restriction.)

USE OF PROCEEDS

The Issuer will use the net proceeds from the issue of each Series of Notes for its general corporate purposes or as may otherwise be disclosed in the Final Terms.

ALTERNATIVE PERFORMANCE MEASURES AND KEY PERFORMANCE INDICATORS

The Group uses several alternative performance measures (each, an “APM”) in order to provide additional useful information on underlying trends and the performance and position of the Group. APMs are non-GAAP and not defined by IFRS; therefore, they may not be directly comparable with other companies’ APMs and should not be considered a substitute for IFRS measures.

The Group uses these measures, which are common across the industry, for planning and reporting purposes, to enhance the comparability of information between reporting periods and business units. The measures are also used in discussions with the investment analyst community and by credit rating agencies.

The Group has identified and defined the following key measures which are used within the business by management to assess the performance of the Group’s businesses:

APM term	Definition	Purpose
Capital employed	<p>Capital employed is a non-statutory measure of invested resources. It comprises statutory net assets and is adjusted as follows:</p> <ul style="list-style-type: none"> • to add goodwill recognised directly in reserves in respect of subsidiaries acquired before 1 August 1998; • to eliminate the Group’s investment in ICU Medical, Inc. equity and deferred consideration contingent on the future share price performance of ICU Medical, Inc.; and • to eliminate post-retirement benefit assets and liabilities and non- headline litigation provisions related to John Crane, Inc. and Titeflex Corporation, both net of deferred tax, and net debt. 	It is used to monitor capital allocation within the Group. See below for a reconciliation from net assets to capital employed.
Capital expenditure	Comprises additions to property, plant and equipment, capitalised development and other intangible assets, excluding assets acquired through business combinations.	This measure quantifies the level of capital investment into ongoing operations.
Divisional headline operating profit (“DHOP”)	DHOP comprises divisional earnings before central costs, finance costs and taxation.	DHOP is used to monitor divisional performance.
Free cash-flow	Free cash-flow is calculated by adjusting the net cash inflow from operating activities to include capital expenditure, the repayment of lease liabilities, the proceeds from the disposal of property, plant and equipment and the investment in	The measure shows cash generated by the Group before discretionary expenditure on acquisitions and returns to shareholders.

APM term	Definition	Purpose
	financial assets relating to operating activities and pensions financing outstanding at the balance sheet date.	
Gross debt	Gross debt is total borrowings (bank, bonds and lease liabilities).	This measure is used to provide an indication of the Group's overall level of indebtedness.
Headline	The Group has defined a 'headline' measure of performance that excludes material non-recurring items or items considered non-operational/trading in nature. Items excluded from headline are referred to as non-headline items.	This measure is used by the Group to measure and monitor performance excluding material non-recurring items or items considered non-operational.
Headline EBITDA	EBITDA is a widely used profit measure, not defined by IFRS, being earnings before interest, taxation, depreciation and amortisation.	See below for a reconciliation of headline operating profit to headline EBITDA.
Net debt	Net debt is total borrowings (bank, bonds and lease liabilities) less cash balances and derivatives used to manage the interest rate risk and currency profile of the debt.	This measure is used to provide an indication of the Group's overall level of indebtedness and is widely used by investors and credit rating agencies.
Non-headline	The Group has defined a 'headline' measure of performance that excludes material non-recurring items or items considered non-operational/trading in nature. Items excluded from headline are referred to as non-headline items.	This is used by the Group to measure and monitor material non-recurring items or items considered non-operational.
Operating cash-flow	Comprises free cash-flow and excludes cash-flows relating to the repayment of lease liabilities, interest and taxation.	The measure shows how cash is generated from operations in the Group.
Operating profit	Operating profit is earnings before finance costs and tax.	This common measure is used by the Group to measure and monitor performance.
Return on capital employed ("ROCE")	The Group's ROCE is calculated over a rolling 12-month period and is the percentage that headline operating profit represents of the monthly average capital employed on a rolling 12-month basis.	This measure of return on invested resources is used to monitor performance and capital allocation within the Group. See below for Group ROCE.

The key performance indicators (each, a “**KPI**”) used by management to assess the performance of the Group’s businesses are as follows:

KPI term	Definition	Purpose
Dividend cover – headline	Dividend cover is the ratio of headline earnings per share to dividend per share.	This commonly used measure indicates the number of times the dividend in a financial year is covered by headline earnings.
Earnings per share (“ EPS ”) growth	EPS growth is the growth in headline basic EPS, on a reported basis.	EPS growth is used to measure and monitor performance.
Free cash-flow (as a percentage of operating profit)	This measure is defined as free cash-flow divided by headline operating profit averaged over a three-year performance period.	This cash generation measure is used by the Group as a performance measure for remuneration purposes.
Greenhouse gas (“ GHG ”) emissions reduction	GHG reduction is calculated as the percentage change in normalised Scope 1 & 2 GHG emissions. Normalised is calculated as tCO ₂ e per £m of revenue.	This measure is used to monitor environmental performance.
Gross vitality	Gross vitality is calculated as the percentage of revenue derived from new products and services launched in the last five years.	This measure is used to monitor the effectiveness of the Group’s new product development and commercialisation.
My Say engagement score	The overall score in the Group’s My Say employee engagement survey. The biannual survey is undertaken Group-wide.	This measure is used by the Group to monitor employee engagement.
Operating cash conversion	This comprises headline operating cash-flow, excluding restructuring costs, as a percentage of headline operating profit.	This measure is used to show the proportion of headline operating profit converted into cash-flow from operations before investment, finance costs, non-headline items and taxation.
Operating profit margin	Operating profit margin is calculated by dividing headline operating profit by revenue.	This measure is used to monitor the Group’s ability to drive profitable growth and control costs.
Organic growth	Organic growth adjusts the movement in headline performance to exclude the impact of foreign exchange and acquisitions.	Organic growth is used by the Group to aid comparability when monitoring performance.
Organic revenue growth (remuneration)	Organic revenue growth (remuneration) is compounded annualised growth in revenue after excluding the impact of foreign exchange and acquisitions.	The measure used for remuneration differs from organic revenue growth in that it is calculated on a compounded annualised basis. This measure has historically been used by the

KPI term	Definition	Purpose
		Group for aligning remuneration with business performance.
Percentage of senior leadership positions taken by females	Percentage of senior leadership positions taken by females is calculated as the percentage of senior leadership roles (G14+ group) held by females.	This measure is used by the Group to monitor diversity performance.
Research and development (“ R&D ”) cash costs as a percentage of sales	This measure is defined as the cash cost of R&D activities (including capitalised R&D, R&D directly charged to the profit and loss statement and customer-funded projects) as a percentage of revenue.	Innovation is an important driver of sustainable growth for the Group. This measures the Group’s investment in research and development to drive innovation.
Recordable Incident Rate (“ RIR ”)	RIR is calculated as the number of recordable incidents, where an incident requires medical attention beyond first aid, per 100 employees, per year across the Group.	This measure is used by the Group to monitor health and safety performance.

Capital employed

	As at 31 July 2024 £m	As at 31 July 2023 £m
Net assets	2,252	2,406
Adjust for:		
Goodwill recognised directly in reserves	478	478
Retirement benefit assets and obligations.....	(29)	(89)
Tax related to retirement benefit assets and obligations	17	31
John Crane, Inc. litigation provisions and related tax.....	166	153
Titeflex Corporation litigation provisions and related tax	27	32
Investment in ICU Medical, Inc. equity	(47)	(347)
Deferred contingent consideration.....	-	(13)
Net debt	213	387
Capital employed	3,077	3,038

Return on capital employed

	Year ended 31 July 2024 £m	Year ended 31 July 2023 £m
Headline operating profit for previous 12 months – continuing operations.....	526	501
Average capital employed – continuing operations (excluding investment in ICU Medical, Inc. equity)	3,206	3,196
ROCE	16.4%	15.7%

Credit metrics

The Group monitors the ratio of net debt to headline EBITDA as part of its management of credit ratings. This ratio is calculated as follows:

Headline earnings before interest, tax, depreciation and amortisation (headline EBITDA):

	Year ended 31 July 2024 £m	Year ended 31 July 2023 £m
Headline operating profit.....	526	501
Exclude:		
Depreciation of property, plant and equipment	44	42
Depreciation of right of use assets.....	34	32
Amortisation and impairment of development costs	2	2
Amortisation of software, patents and intellectual property	5	7
Headline EBITDA	611	584

Ratio of net debt to headline EBITDA:

	Year ended 31 July 2024 £m	Year ended 31 July 2023 £m
Headline EBITDA	611	584
Net debt	213	387
Ratio of net debt to headline EBITDA	0.3	0.7

DESCRIPTION OF THE ISSUER

Overview

Smiths Group plc (previously known as Smiths Industries Public Limited Company) (the “**Issuer**”) is a public limited company registered in England and Wales under the registered number 137013 and was incorporated and registered on 15 July 1914. The Issuer operates under the Companies Act 2006. The registered office of the Issuer is located at Level 10, 255 Blackfriars Road, London, SE1 9AX and its telephone number is +44 207 004 1600. The Issuer and its subsidiaries taken as a whole (the “**Group**”) is a global technology business serving a wide range of end markets, including energy and petrochemicals, threat and contraband detection, telecommunications and equipment manufacture. The Group’s technology-based businesses apply leading-edge technology to design, manufacture and deliver innovative solutions to a range of highly sophisticated customers.

The Group operates through four divisions:

- *John Crane* is a global leader in the design, manufacture, installation and support of mission-critical technologies and services that drive efficiency, safety, and environmental sustainability in large-scale industrial processes;
- *Smiths Detection* is a global leader in the design, manufacture, installation and support of threat detection and screening technologies that protect people and assets;
- *Flex-Tek* is a global provider of high-performance engineered solutions for the safe and efficient movement and temperature management of liquids and gases in a broad range of industry sectors; and
- *Smiths Interconnect* is a preferred supplier of advanced electronic components, sub-systems, and optical and radio frequency products for reliable, high-speed and secure data transfer.

The Group generated revenue of £3,132 million for the financial year 2024, and £3,037 million and £2,566 million for the financial years 2023 and 2022 respectively. The Group’s headline operating profit was £526 million for the financial year 2024, and £501 million and £417 million for the financial years 2023 and 2022 respectively.

During the year to 31 July 2024, the Group on average employed approximately 16,550 people in more than 50 countries. The Group serves a diverse range of global customers including governments and their agencies, petrochemical companies, military and defence companies, telecommunications companies and manufacturers in a variety of industrial sectors.

As at the date of this Base Prospectus, the Issuer has, directly and indirectly, 218 subsidiaries of which 206 are wholly owned.

The principal subsidiaries and their countries of incorporation are listed in the table below. Of the companies listed below, Smiths Group International Holdings Limited is 100 per cent. owned directly by the Issuer. The others are 100 per cent. owned through intermediate holding companies.

England	United States	Other
Smiths Detection – Watford Ltd	Smiths Detection, Inc.	Smiths Detection Germany GmbH (Germany)
John Crane UK Limited	John Crane, Inc.	Smiths Detection (Asia-Pacific) Pte Ltd (Singapore)
Smiths Group International Holdings Limited	Titeflex Corporation	John Crane Middle East FZE (United Arab Emirates)
	Flexible Technologies, LLC	John Crane Technology (Tianjin) Co Limited (China)

	Tutco, LLC	John Crane Saudi Arabia Ltd (Saudi Arabia)
	Royal Metal Products, LLC	John Crane Canada Inc (Canada)
	Smiths Interconnect Americas, Inc.	
	Smiths Interconnect, Inc.	
	Kreisler Manufacturing Corp	
	Smiths Tubular Systems – Laconia Inc.	

The Group’s operations are mainly conducted by subsidiaries and the Issuer is thus dependent on its subsidiaries to generate revenues and profit in order to be able to fulfil the Issuer’s payment obligations under the Notes. See “*Risk Factors—RISKS RELATED TO THE NOTES GENERALLY—The Issuer and the Guarantor are holding companies with no revenue-generating operations of their own*”.

Strengths

The Group seeks to implement its strategy by deploying its key strengths, including:

- *Globally recognised brands*

The Group has brands which are recognised by customers across the world, particularly in protecting transport, borders and the military (Smiths Detection) and supplying vital energy seals and services (John Crane).

- *Attractive growth markets with defensive qualities*

The Group operates in the following four key global markets which it regards as having attractive long term growth characteristics with underlying defensive dynamics: general industrial, safety and security, energy, and aerospace and defence. These markets are exposed to the following positive megatrends:

- Energy efficiency and diversification – the need to cut global emissions is driving greater energy efficiency in all sectors as well as accelerating the adoption of electricity and alternative / low-carbon fuels;
- Productivity and sustainability – eliminating waste, improving sustainability and ensuring natural resources and environments are used and inhabited sensitively is a growing requirement. The circular economy and service solutions are gaining traction as a way to reduce environmental footprint, waste and cost;
- Insatiable data demand – demand for data is continuously increasing as the world becomes more connected and computing power expands. More rapid data transmission, greater bandwidth and faster processing power are required across many sectors; and
- Increased travel and ever-rising security needs – passenger air travel and air freight continue to grow as well as the volume of goods transported by land and sea, and the public, governments and businesses demand safe environments. Regulatory requirements amplify demand.

- *Product engineering and innovation*

One of the Group’s core competencies is leadership in innovation and advanced technology and their practical and commercial applications.

- *Local for local manufacturing and supply chains*

The Group has access to a global manufacturing and service footprint which enables it to manage costs and sustain margins over the long term. The Group creates efficiencies through a continuous focus on its manufacturing and service footprint, procurement delivery, and quality and supply chain effectiveness wherever possible on a local for local basis.

- *Low capital intensity and high operating cash conversion*

The Group's businesses generally have low requirements for major upfront capital commitments allowing the business to focus resources on research and development. The Group has an operating cash flow that is a high percentage of headline operating profit.

- *Close relationships with blue chip customers and governments*

The Group has strong relationships with its customer base, including blue chip corporates, governments and government agencies.

- *Aftermarket support*

The Group has a high proportion of recurring revenue through aftermarket support of its products. Keeping critical process infrastructure healthy and in service for longer is a compelling and integral part of the Group's customer offer and increasingly relevant, as customers focus on the sustainability of their operations.

Strategy

The Group seeks to create value for its shareholders by managing its portfolio in attractive growth markets, improving competitiveness and operating performance and growing its revenues. The Group's strategy includes the following elements:

- *Investing in growth*

The Group is focused on profitable growth from secularly attractive end markets that are exposed to positive megatrends (see "*Strengths—Attractive growth markets with defensive qualities*" above), investing in technology and engineering for competitive differentiation, and implementing mission-critical solutions within long-term customer partnerships.

- *Focusing on people*

The Group is focused on its purpose-based and high-performing culture. Safety, alongside health and well-being, is an essential foundation of the Group's success. The Group's focus is on sustainable preventative action including active promotion of a safety culture and engagement, safety leadership, skills and designing out risk.

- *Improving execution*

The Group aims to invest behind growth, by focusing on resource allocation to research and development ("**R&D**"), capital expenditure and mergers and acquisitions to deliver profitable growth and to access attractive markets, customers and geographies.

The Group aims to make its operations more efficient and to respond to changing products and customer demands on a continuous basis. The Group aims to improve profitability through both operational efficiency and excellence. The Group has a common approach of doing so through the Smiths Excellence System ("**SES**"). SES is deployed throughout the Group to determine, accelerate and deliver critical operational and functional projects that make the Group faster to market, more innovative and responsive to customer needs, and also eliminate waste.

To deliver its operating margin target faster, the Group also launched a Group-wide Acceleration Plan in 2024, which identified a set of business-led transformational initiatives to enhance margin, improve

productivity and build capabilities. A full description of the Group's Acceleration Plan is available on page 18 of the 2024 Annual Report incorporated by reference herein.

- *Delivering strong cashflow*

The Group is focused on reducing its working capital needs to support the generation of strong free cash-flow and an improved return on invested capital.

Cash generation will be used to fund investment in future revenue growth, both organically and through acquisitions.

The Group intends to maintain an investment grade credit rating to ensure access to the widest possible sources of financing at the right time and to optimise the resulting cost of debt capital. For the risks associated with any potential downgrade of the Issuer's credit ratings, see "*Risk Factors—Economic and Financial Risk—Downgrades of its debt ratings could adversely affect the Group*".

The Group announced an updated strategy in January 2025, to deliver enhanced returns to shareholders alongside disciplined investment for growth whilst maintaining a strong balance sheet with an intended investment grade rating. The updated strategy includes the following actions:

- *Focus on John Crane and Flex-Tek businesses*

The Group aims to simplify its business to focus on high performance industrial technologies for efficient flow and heat management. These technologies are delivered by its John Crane and Flex-Tek businesses, which serve attractive energy and industrial end markets and are set to deliver continued growth and margin expansion. John Crane and Flex-Tek each delivered headline operating profit margins in excess of 20 per cent. and returns on capital employed in excess of 25 per cent. in the financial year 2024.

- *Separation of Smiths Interconnect and Smiths Detection*

Smiths Interconnect and Smiths Detection have delivered significant recent performance improvement, with Smiths Interconnect returning to growth in the second half of financial year 2024 and Smiths Detection benefitting from the continued airport investment upgrade cycle. Recognising this improvement, the Board of Directors of the Group (the "**Board**") has decided that the separation of these two divisions now best serves the prospects of these businesses, the Group as a whole and its shareholders. The Group is launching a sale process for Smiths Interconnect, targeting a transaction announcement by the end of 2025. In addition, the Group will subsequently progress the separation of Smiths Detection, either by a UK demerger or a sale (or other similar arrangement).

- *Continued execution of the Group's Acceleration Plan*

The Group is continuing to execute its Acceleration Plan announced in 2024, to improve its businesses and create a streamlined Group cost base in line with portfolio changes.

- *Disciplined capital allocation, with enhanced capital returns*

In November 2024, the Group announced the increase in its share buyback programme from £100 million to £150 million. In January 2025, the Group announced a further increase in its share buyback programme to £500 million. For more information on the Group's share buyback programme, see "*—Share buybacks*". Additionally, the Group will return a large portion of all disposal proceeds to shareholders, whilst maintaining a strong balance sheet with an intended investment grade rating.

The Board has established a committee of the Board to oversee the implementation of these strategic actions, comprising the Chairman, Steve Williams, and independent non-executive directors Alister Cowan, Richard Howes, Simon Pryce and Mark Seligman.

The Group's Divisions

The tables below show the breakdown of the Group's revenue, headline operating profit and statutory operating profit by division for the financial years ended 31 July 2023 and 31 July 2024, and the six months ended 31 January 2025.

The Group seeks to present a measure of underlying performance which is not affected by material non-recurring items or items considered non-operational in nature. This measure of profit is described as 'headline' and is used by management to measure and monitor performance. Headline measures exclude amounts relating to costs of acquisitions and disposals, amortisation of acquired intangibles, impairments, legacy liabilities, significant restructuring, material one-off items and certain re-measurements. The excluded items are referred to as 'non-headline' items.

	Six months ended 31 January 2025					
	John Crane £m	Smiths Detection £m	Smiths Interconnect £m	Flex-Tek £m	Corporate costs £m	Total £m
Revenue.....	551	454	202	401	-	1,608
Divisional headline operating profit	126	51	35	80	-	292
Corporate headline operating costs..	-	-	-	-	(23)	(23)
Headline operating profit/(loss)....	126	51	35	80	(23)	269
Items excluded from headline measures	3	(12)	(1)	(16)	(1)	(27)
Operating profit/(loss).....	129	39	34	64	(24)	242

	Year ended 31 July 2024					
	John Crane £m	Smiths Detection £m	Smiths Interconnect £m	Flex-Tek £m	Corporate costs £m	Total £m
Revenue.....	1,133	859	354	786	-	3,132
Divisional headline operating profit	263	102	49	161	-	575
Corporate headline operating costs..	-	-	-	-	(49)	(49)
Headline operating profit/(loss)....	263	102	49	161	(49)	526
Items excluded from headline measures	(34)	(19)	(3)	(26)	(29)	(111)
Operating profit/(loss).....	229	83	46	135	(78)	415

	Year ended 31 July 2023					
	John Crane £m	Smiths Detection £m	Smiths Interconnect £m	Flex-Tek £m	Corporate costs £m	Total £m
Revenue.....	1,079	803	387	768	-	3,037
Divisional headline operating profit	244	90	62	149	-	545
Corporate headline operating costs...	-	-	-	-	(44)	(44)
Headline operating profit/(loss)....	244	90	62	149	(44)	501
Items excluded from headline measures	(27)	(35)	(12)	(18)	(6)	(98)
Operating profit/(loss).....	217	55	50	131	(50)	403

The table below shows the breakdown of the Group's revenue by division across the four key global markets in which it operates for the financial years ended 31 July 2023 and 31 July 2024, and the six months ended 31 January 2025:

	General Industrial £m	Safety & Security £m	Energy £m	Aerospace & Defence £m	Total £m
John Crane revenue:					
Revenue six months ended 31 January 2025.....	206	-	345	-	551
Revenue year ended 31 July 2024 ...	407	-	726	-	1,133
Revenue year ended 31 July 2023 ...	423	-	656	-	1,079
Smiths Detection revenue:					
Revenue six months ended 31 January 2025.....	-	454	-	-	454
Revenue year ended 31 July 2024 ...	-	859	-	-	859
Revenue year ended 31 July 2023 ...	-	803	-	-	803
Flex-Tek revenue:					
Revenue six months ended 31 January 2025.....	325	-	-	76	401
Revenue year ended 31 July 2024 ...	632	-	-	154	786
Revenue year ended 31 July 2023 ...	624	-	-	144	768
Smiths Interconnect revenue:					
Revenue six months ended 31 January 2025 ⁽¹⁾	101	-	-	101	202
Revenue year ended 31 July 2024 ⁽²⁾	166	-	-	188	354
Revenue year ended 31 July 2023 ...	190	141	-	56	387
Total revenue:					
Revenue six months ended 31 January 2025 ⁽¹⁾	632	454	345	177	1,608
Revenue year ended 31 July 2024 ⁽²⁾	1,205	859	726	342	3,132
Revenue year ended 31 July 2023 ...	1,237	944	656	200	3,037

Notes:

- (1) Following a review of the Smiths Interconnect segmental revenue reporting in August 2024, the Group has reanalysed this segment's revenue by key global market. The driver of this reanalysis is to better align Smiths Interconnect's reporting with how the business is run and the revenue reporting of Smiths Interconnect's peer group. The updated revenue analysis has been applied prospectively from August 2024 onwards. The Aerospace key global market has been renamed Aerospace & Defence and £79m of HY2025 revenue that would have previously been reported as Safety & Security revenue is now reported as Aerospace & Defence revenue.
- (2) As above. £143m of FY2024 revenue that would have previously been reported as Safety & Security revenue is now reported as Aerospace & Defence revenue.

John Crane

John Crane is a leading provider of engineered products and services to a global customer base across major process industries including oil and gas, power generation, chemical, pharmaceutical, water/wastewater, mining, pulp and paper.

The company designs and manufactures a comprehensive range of products and services that support rotating equipment performance, such as mechanical seals and sealing support systems, hydrodynamic bearings, power transmission couplings, and filtration systems. John Crane's customers are supported by its global presence with over 200 facilities, including manufacturing, sales and service centre sites in more than 50 countries across the globe to maintain and support customer assets throughout their economic lifetime.

John Crane's manufacturing is concentrated in the United States, Mexico, Czech Republic, the United Kingdom, India and China, with supporting facilities in other parts of Europe, Africa, the Middle East and the Asia Pacific region. During the year to 31 July 2024, John Crane on average had approximately 6,200 employees.

Smiths Detection

Smiths Detection is a leading designer and manufacturer of systems that detect and identify explosives, weapons, chemical agents, biohazards, narcotics and other contraband. Smiths Detection has developed a comprehensive range of detection technology, including X-ray, X-ray diffraction, trace explosives detection, infra-red and chemical detection and diagnostics. These technologies can be broadly divided into imaging, detection and identification.

The core applications for the X-ray technology relate to the imaging of suspicious or dangerous objects. Such technology differentiates itself through its ability to provide high resolution imaging and automatic detection of material. X-ray sources are used to identify objects, and their chemical composition is compared to a threat

database. The division is a leading supplier of automated X-ray equipment used to screen checked and carry-on baggage as well as cargo and container freight.

Smiths Detection holds a broad portfolio of trace detection innovations used in products to detect very small quantities of chemical substances, such as trace amounts of explosives, drugs, toxic industrial material or chemical warfare agents. Infra-red technology is used for the identification of visible materials where sample material is analysed by a spectroscopic analysis which compares the result with an “on board” database of thousands of different materials. Ion Mobility Spectrometry technology lies behind Smiths Detection’s range of chemical agent detectors and explosives detectors. This technology is used in extensive applications from the detection and monitoring of chemical warfare agents and toxic industrial chemicals to the detection of explosive traces on airport luggage.

Smiths Detection’s key markets are:

- aviation;
- urban security, including critical infrastructure such as mass transit, sports stadia and government and military facilities and emergency responders, including hazardous material teams, law enforcement, and federal and local government agencies;
- ports and borders; and
- defence.

Smiths Detection’s manufacturing is concentrated in North America, Germany, France, Malaysia and the United Kingdom and during the year to 31 July 2024, it on average employed approximately 3,400 people.

Smiths Interconnect

Smiths Interconnect operates globally, selling products to over 45 countries with 21 sales, R&D and manufacturing facilities in 12 countries and offices across North and Central America, Europe and Asia and providing a range of mission-critical products to the defence market, including microwave technology, and ruggedised and high-speed connector solutions. In addition, Smiths Interconnect provides connectors, components and satellite communications antenna solutions for various aircraft and space applications. In the rail market, it provides signal, power, and high-speed data connectors, as well as cable assemblies, to support various sensitive systems and equipment on trains. These include driverless operation systems, braking systems, HVAC, energy distribution, communication networks, and control-command systems. Smiths Interconnect’s medical portfolio includes high-reliability enhanced signal integrity performance connectors for applications requiring higher bandwidth and data rates such as advanced imaging, augmented reality, and surgical robotics. Smiths Interconnect also provides test sockets, probe heads and cable assembly solutions for semiconductor testing applications.

During the year to 31 July 2024, Smiths Interconnect on average had approximately 2,600 employees.

Flex-Tek

Flex-Tek is a designer and manufacturer of engineered hoses and tubing, engineered heating solutions and flexible ducting for a diverse set of applications in the aerospace, industrial, housing and construction markets.

- The aerospace business provides tubing which is used on large commercial aircraft and turbine engines for applications such as fuel and hydraulics lines.
- The industrial business provides thermoplastic tubing for automotive, industrial, and medical end markets.
- The residential and commercial business provides heat solutions and ducting for diverse applications in industrial, construction, housing appliance and HVAC (heating, ventilation and air conditioning) markets and natural gas tubing products for industrial and residential use.

The overall US housing market accounts for approximately 53 per cent. of the division’s sales.

Flex-Tek conducts most of its business in the United States and operates from manufacturing sites in the United States, France, Mexico, China, and Malaysia. During the year to 31 July 2024, it on average had approximately 4,050 employees.

In August 2023, the Group completed the acquisition of Heating and Cooling Products (“HCP”), expanding Flex-Tek’s presence in the North American HVAC market by extending its customer base, and broadening its product range, including HCP’s patented axial and radial seal duct products.

In September 2024, the Group announced the acquisitions by Flex-Tek of two North American companies, Wattco, Inc. and Modular Metal Fabricators, Inc. The acquisition of Wattco, Inc. completed in September 2024, expanded Flex-Tek’s heating portfolio into a wider range of industrial electric heating products, including medium temperature immersion and circulation heating, which are complementary to the Group’s existing open coil electrical heating business. The acquisition of Modular Metal Fabricators, Inc. will expand Flex-Tek’s HVAC presence into the western United States market and broaden its product offering to include its sealed flexible duct solution. The acquisition closed in Q1 2025.

Intellectual Property

Intellectual property is an important asset for the Group. The Group has about: (a) 2,735 utility patents (registered or pending); (b) 45 design patents (registered or pending); and (c) 1,100 registered or pending trademarks/service marks. Intellectual property also includes copyrights, trade secrets and know-how and other proprietary information. It is the Group’s policy, and procedures are in place, to identify, protect (by patent and trademark registration, and maintenance of proprietary information), defend and manage its intellectual property. It is the Group’s policy that new and re-designed products, processes or software are thoroughly reviewed at regular points throughout development to safeguard against the potential infringement of the intellectual property rights of third parties.

Regulation

Certain of the businesses of the Group, particularly the Smiths Interconnect and Smiths Detection divisions are subject to substantial regulation, with certain customers and regulatory or other enforcement bodies routinely inspecting their respective practices, processes and premises. Smiths Detection, Smiths Interconnect and Flex-Tek are subject to governmental procurement regulations and export control regulations. Compliance with such regulations may require the Group to incur additional expenses or restrict its commercial flexibility and planned business strategies. Certain of Smiths Interconnect and Flex-Tek’s aerospace business and/or products are subject to regulation by the US Federal Aviation Administration, the European Aviation Safety Agency and/or other equivalent foreign regulatory agencies.

Due to the advanced technical features of their products and the regions in which they do business, Smiths Detection, Smiths Interconnect and Flex-Tek are subject to export control regulations principally in the United States, United Kingdom and European Union jurisdictions that govern the export and re-export of commercial, dual-use and military goods, software and technology.

Smiths Detection and Smiths Interconnect are also required to maintain a Special Security Agreement that governs their “cleared sites” that require access to, on a restricted basis, classified information in order to perform certain contracts with the United States Government. The “cleared sites” must operate in accordance with the National Industrial Security Program Operating Manual and other applicable laws and regulations and are subject to periodic audit by the United States Department of Defense’s Defense Security Service.

Because Smiths Detection, Smiths Interconnect and Flex-Tek sell to the United States Government, they are subject to Federal Acquisition Regulations (“FAR”) that provide highly structured rules and guidelines for the United States Government acquisition process. Although FAR’s primary objective is to guide government employees through the acquisition process, in practice many of its provisions are incorporated into proposals and ultimately into government contracts requiring the business to comply with the provisions.

All these regulations are constantly developing and any material changes have the potential to impact the way that the Group’s divisions which are subject to such regulations conduct their business.

The Group is also subject to numerous foreign, international, national, regional and local environmental laws and regulations, and, in connection with certain of the Group’s activities, permits. The Group is currently

involved, directly or indirectly, in environmental investigation and remediation activities at various locations and has reserves in respect of these activities. Environmental laws and regulations are continuously changing and have tended to become more stringent over time. The development of new facts or further changes in environmental laws and regulations, or the enforcement of such laws and regulations, could have a material impact on the Group's business, reputation, results of operations or financial condition.

Litigation

In the ordinary course of business, the Group is subject to litigation such as product liability claims and lawsuits, alleging that its products have resulted or could result in an unsafe condition or injury.

John Crane, Inc. Litigation

John Crane, Inc. ("**JCI**"), a subsidiary of the Group, is currently one of many co-defendants in litigation in the United States relating to products previously manufactured which contained asbestos. This litigation began more than 40 years ago and, typically, involves claims for a number of diseases including asbestosis, lung cancer and mesothelioma. The JCI products generally referred to in these cases consist of industrial sealing products, primarily packing and gaskets. The asbestos was encapsulated within these products in such a manner that causes JCI to believe, based on tests conducted on its behalf, that the products were safe. JCI ceased manufacturing and selling asbestos containing packing and gaskets in 1985.

The litigation involves claims for a number of allegedly asbestos-related diseases, with awards, when made, for mesothelioma tending to be larger than those for the other diseases. JCI's ability to defend mesothelioma cases successfully is, therefore, likely to have a significant impact on its annual aggregate adverse judgment and defence costs.

JCI continues to actively monitor the conduct and effect of its current and expected asbestos litigation, including the most effective presentation of its "safe product" defence, and intends to resist these claims based upon this defence. Approximately 312,000 claims against JCI have been dismissed before trial over the last 40 years. JCI is currently a defendant in cases involving approximately 21,000 claims. Despite these large numbers of claims, since the inception of litigation JCI has had final judgments against it in 156 cases, and has had to pay awards amounting to approximately US\$191 million.

At 31 January 2025, the aggregate provision for JCI asbestos litigation, including for adverse legal judgments and defence costs, amounted to £210 million expressed at the then-current exchange rate. In deciding on the amount of the provision JCI relied on independent expert advice from a specialist in asbestos liability estimation. In establishing this provision no account has been taken of any recoveries from insurers from now concluded litigation in the United States or for any possible future recoveries from certain excess liability insurance, as the likelihood of recovery is considered remote. Because of the significant uncertainty associated with the future level of asbestos claims and of the costs arising out of related litigation, there can be no guarantee that the assumptions used to estimate the provision will result in an accurate prediction of the actual costs that may be incurred and, as a result, the provision may be subject to potentially material revision from time to time if new information becomes available as a result of future events.

The provision is based on JCI's claims history and well-established tables of asbestos-related disease incidence projections. The provision is determined using advice from asbestos valuation experts, Bates White LLC. Established incidence curves can be used to estimate the likely future pattern of asbestos related disease, however, JCI's claims experience is also significantly impacted by other factors which influence the United States litigation environment. These can include: changing approaches on the part of the plaintiffs' bar; changing attitudes amongst the judiciary at both trial and appellate levels in specific jurisdictions which move the balance of risk and opportunity for claimants; and legislative and procedural changes in both the state and federal court systems.

The projections use a 10-year time horizon on the basis that Bates White LLC consider that there is substantial uncertainty in the asbestos litigation environment, so probable expenditures are not reasonably estimable beyond this time horizon. As a result, whilst the Group anticipates that asbestos litigation will continue beyond the period covered by the provision, the uncertainty surrounding the United States litigation environment beyond this point is such that the costs cannot be reliably estimated.

The assumptions made in assessing the appropriate level of provision include:

- the period over which the expenditure can be reliably estimated;
- the future trend of legal costs;
- the rate of future claims filed;
- the rate of successful resolution of claims; and
- the average amount of judgments awarded.

The provision in respect of JCI is a discounted pre-tax provision using discount rates, being the risk-free rate on US debt instruments for the appropriate period.

Titeflex Corporation litigation

Titeflex Corporation, a subsidiary of the Group in the Flex-Tek division, has received a number of claims in recent years from insurance companies seeking recompense on a subrogated basis for the effects of damage allegedly caused by its flexible gas piping products being energised by lightning strikes. In the past it has also received a number of product liability claims relating to this product, some in the form of purported class actions. Titeflex Corporation believes that its products are a safe and effective means of delivering gas when installed in accordance with the manufacturer's instructions and local and national codes; however, some claims have been settled on an individual basis without admission of liability. Equivalent third-party products in the United States marketplace face similar challenges.

At 31 January 2025, provision of £31 million has been made for the costs which the Group expects to incur in respect of these claims. Because of the significant uncertainty associated with the future level of claims and of the costs arising out of the related litigation, there is no guarantee that the assumptions used to estimate the provision will result in an accurate prediction of the actual costs that may be incurred.

The assumptions made in assessing the appropriate level of provision, which are based on past experience, include:

- the period over which expenditure can be reliably estimated;
- the number of future settlements;
- the average amount of settlements; and
- the impact of statutes of repose and safe installation initiatives on the expected number of future claims.

The provision is a discounted pre-tax provision using discount rates, being the risk-free rate on US debt instruments for the appropriate period.

However, because of the significant uncertainty associated with the future level of claims and of the costs arising out of related litigation, there can be no guarantee that the assumptions used to estimate the provision will result in an accurate prediction of the actual costs that may be incurred and, as a result, the provision may be subject to potentially material revision from time to time if new information becomes available as a result of future events.

Other Litigation/Administrative Matters

In addition to the JCI asbestos lawsuits and litigation in relation to Titeflex Corporation's flexible gas piping products, other companies within the Group are also involved in product liability and other litigation for which no material provision has been made.

The Group operates in some markets where the risk of unethical or corrupt behaviour is material and has procedures, including an employee "Speak-Out" ethics alert line, to help it identify potential issues. Such procedures will, from time to time, give rise to internal investigations, both to manage immediate issues and to improve its practices and procedures for the future. The Group intends to co-operate with relevant authorities

in investigating business conduct issues whenever requested to do so. As at the date of this Base Prospectus, the Group is not aware of any issues which are expected to generate material financial exposures.

Research and development

The Group invests in research and development (“**R&D**”) to deliver new product initiatives and higher levels of organic revenue growth. The Group’s R&D expenditure was £109 million and £113 million in the financial years ended 31 July 2024 and 31 July 2023 respectively. In the financial year ended 31 July 2024, this comprised of £73 million of R&D expensed to the income statement (compared to £73 million for the previous year), £14 million of capitalised costs (compared to £21 million for the previous year) and £22 million of customer-funded R&D (compared to £19 million for the previous year).

In the six months ended 31 January 2025, the Group’s R&D expenditure was £48 million (compared to £52 million for the same period in the previous year), comprising £35 million of R&D expensed to the income statement (compared to £35 million for the same period in the previous year), £3 million of capitalised costs (compared to £7 million for the same period in the previous year) and £10 million of customer-funded R&D (compared to £10 million for the same period in the previous year).

Sustainability

Safety, health and well-being

Safety, health and well-being is a high priority of the Group. The Group has health and safety policies and standards that all Group operations are required to follow, and each business sets annual safety goals and targets. The Group strives to be a zero-harm organisation and sets targets that progressively steps the Group down to this. The Group’s recordable incident rate per 100 employees was 0.44 in the financial year 2024 (compared to 0.41 in the previous year), with the increase primarily reflecting the acquisition of HCP by Flex-Tek in August 2023, where the safety culture is being aligned with that of the Group’s following its integration. All operational sites with 100 employees are required to be certified (or working towards certification) under ISO 45001 safety standards.

The Group also recognises the importance of supporting employees’ well-being and mental and physical health. To supplement the focus on the Group’s physical security, the Group is developing a mental health and well-being strategy focusing on process improvements and a culture of care, which will be completed in the financial year 2025.

Commercialising high-value green technologies

Ambitious global commitments to Net Zero and other environmental matters are driving profound transitions and demand for innovative solutions across the markets the Group serves. The Group’s portfolio of green technologies is strong and growing. For example, John Crane has recently won several notable energy transition contracts, including one to supply dry gas seals for three supercritical CO₂ compressors of a large-scale blue hydrogen project in the United States, and a significant contract to supply wet seals for almost 100 pumps to a zero-emission electric vehicle battery manufacturing facility, also in the United States. The pipeline of opportunities John Crane is pursuing within energy transition in capture, utilisation and storage (“**CCUS**”), hydrogen and biofuels continues to expand. As at the date of this Base Prospectus, John Crane is present in approximately 70 energy transition-related hydrogen and CCUS projects.

Delivering Net Zero Greenhouse Gas emissions

The Group has committed to ambitious Net Zero targets that align with the UN’s critical global climate objectives and the ambition to limit global warming to 1.5°C. The Group has a commitment to deliver Net Zero for Scope 1 and Scope 2 Greenhouse Gas (“**GHG**”) emissions by 2040, and Net Zero for Scope 3 GHG emissions by 2050, and such targets have been validated by the Science Based Targets initiative. Over the three-year period between the financial years 2022 and 2024, the Group’s Scope 1 and 2 emissions reduced by 42 per cent., in line with its targets.

The table below sets out the Group's energy efficiency and GHG emissions for the financial year 2024 against the financial year 2023:

	Year ended 31 July 2024	Year ended 31 July 2023
Energy use MWh.....	215,027	218,094
Energy efficiency ⁽¹⁾	5.5%	7.9%
Renewable electricity	73%	70%
Electric vehicles - % of fleet	10%	-
Scope 1 & 2 emissions tCO ₂ e ⁽²⁾	40,759	45,649
Scope 3 emissions tCO ₂ e ⁵	1,170,000	1,380,000

Notes:

- (1) The energy efficiency ratio is expressed as the MWh energy consumed (excluding renewable electricity produced and consumed onsite), divided by the local-currency revenue at budget FX rates (excluding price growth within the measurement year). Includes HCP acquisition; 5.9% excluding HCP acquisition.
- (2) Scope 1 & 2 GHG emissions calculated in accordance with the WRI/WBCSD Greenhouse Gas Protocol.

The Group has set out new targets for the three-year period between the financial years 2025 and 2027. These include new metrics on supplier engagement in support of its ESG commitments and reporting.

Supply chain

The Group has a Supplier Code of Conduct, making its expectations of suppliers and sub-suppliers clear when it comes to ethical behaviour and compliance with the law, treatment of personnel, and materials from socially and environmentally responsible sources. New suppliers are subject to due diligence checks in the form of an ethics and compliance questionnaire, with responses reviewed by divisional and Group procurement teams. The Group has a supplier onboarding process to assess risk and ensure that suppliers can meet its standards, and the Group undertakes risk reviews and regular audits of them.

In the financial year 2024, the Group invested in a new third-party supplier management platform, EcoVadis, and invited suppliers to participate, and also launched an ESG Supply Chain Due Diligence Policy. Together, these will help the Group manage supplier relationships to explicitly support its ESG commitments and reporting.

Behaving ethically and legally

The Group has a foundational document that outlines the standards of behaviour to which all employees at the Group commit, the Code of Business Ethics (the “**Code**”). It is supplemented by a suite of policies, procedures and training relating to specific ethics, compliance and people matters.

The Group has a confidential Speak Out reporting hotline, which is accessible 24 hours a day, seven days a week to employees and third parties.

Bribery and corruption matters are covered by the Code. The Group also has specific policies and procedures relating to activities that create bribery and corruption risks, and an umbrella Anti-corruption Policy that provides a single view of its approach.

The Group recognises the importance of universal human rights. The Group has not identified any serious human rights issues in its operations or in those of its suppliers in either the financial year 2024 or in the six months ended 31 January 2025.

A full overview of sustainability at the Group is available on pages 32 to 39 of the 2024 Annual Report incorporated by reference herein.

Board of Directors

The Directors of the Issuer and their functions and principal activities outside the Group are as follows:

Name	Title	Principal activities outside the Group
Steve Williams	Chairman	Chairman of Alcoa Corporation

Name	Title	Principal activities outside the Group
		Non-executive director of Enbridge Inc.
Roland Carter	Chief Executive Officer	
Julian Fagge	Chief Financial Officer	Non-executive director of NASCIT plc
Pam Cheng	Non-executive director	
Alister Cowan	Non-executive director	Non-executive director and member of the Audit and Environmental, Health, and Safety & Operational Performance Committees at The Chemours Co.
		Non-executive director and member of the Audit Committee at Pembina Pipeline Corporation
Dame Ann Dowling	Non-executive director	
Karin Hoeing	Non-executive director	Non-executive director at 25x25
Richard Howes	Non-executive director	
Simon Pryce	Non-executive director	
Mark Seligman	Senior Independent Director	Senior Independent Director at NatWest Group plc
		Alternate member of the Panel on Takeovers and Mergers for the Association for Financial Markets in Europe
		Chairman of the Trustees, Brooklands Museum
Noel Tata	Non-executive director	Non-independent, non-executive Chairman of Tata Investment Corporation
		Non-independent, non-executive Chairman of Trent Ltd
		Non-independent, non-executive Chairman of Voltas Ltd
		Non-independent, non-executive Vice Chairman of Tata Steel Limited
		Non-independent, non-executive Vice Chairman of Titan Company Ltd
		Chairman of the various Trusts that constitute the Tata Trusts and Chairman of Tata Trusts
Matthew Whyte	Company Secretary	

The business address of each member of the Board of Directors is Level 10, 255 Blackfriars Road, London, SE1 9AX.

None of the members of the Board of Directors has any potential conflict of interests between duties to the Issuer and their private interests or other duties.

Board Committees

Audit & Risk Committee

The members of the Audit & Risk Committee are Richard Howes (Chairman), Alister Cowan, Mark Seligman and Simon Pryce.

Nomination & Governance Committee

The members of the Nomination & Governance Committee are Steve Williams (Chairman), Karin Hoeing, Richard Howes, Mark Seligman and Noel Tata.

Remuneration & People Committee

The members of the Remuneration & People Committee are Karin Hoeing (Chair), Pam Cheng, Dame Ann Dowling and Steve Williams.

Innovation, Sustainability & Excellence Committee

The members of the Innovation, Sustainability & Excellence Committee are Dame Ann Dowling (Chair), Pam Cheng, Karin Hoeing and Noel Tata.

Separation Oversight Committee

The members of the Separation Oversight Committee are Steve Williams (Chairman), Alister Cowan, Richard Howes, Simon Pryce and Mark Seligman.

Principal Shareholders

Share Capital

As at 3 March 2025, the Issuer had issued share capital of £127,875,363 comprised of 341,000,967 ordinary shares and no preference shares.

Share buybacks

The Group undertook a share buyback programme in November 2021 that completed in September 2023, under which a total of 48,970,726 shares were purchased for a consideration of £742 million.

In March 2024, the Group announced a new share buyback programme of £100 million. In November 2024, the Group announced the increase in its share buyback programme to £150 million and in January 2025, the Group announced a further increase to £500 million. The Group completed the £150 million buyback on 21 March 2025. The Group initiated the £350 million buyback in March 2025 and expects it to be completed by the end of the calendar year 2025.

Shareholders ordinary shares

The table below sets forth information regarding the beneficial ownership of the Issuer's ordinary shares as of 3 March 2025 by the directors (and their connected persons) as a group and by shareholders who have disclosed notifiable interests, pursuant to the FCA Disclosure Guidance & Transparency Rules and the Companies Act 2006, in more than three per cent. or more, or five per cent. or more (as applicable) of the Issuer's outstanding ordinary shares.

Name	Number of shares held (million)	Percentage of issued ordinary share capital (per cent.)
BlackRock, Inc.	23.3	6.8
Harris Associates L.P.	19.7	5.8
Dodge & Cox	19.2	5.6
Ameriprise Financial, Inc.	17.7	5.2
Artemis Investment Management LLP	17.6	5.2

DESCRIPTION OF THE GUARANTOR

Incorporation, Registered Office, and Purpose

Smiths Group International Holdings Limited (the “**Guarantor**”) was incorporated and registered as a private limited company in England and Wales under the registered number 01085153 on 5 December 1972, and operates under the Companies Act 2006. It changed its name from Alamanda Investments Limited to T.I. International Holdings Limited on 26 January 1973 and to Smiths Group International Holdings Limited on 14 November 2002. The registered office of the Guarantor is located at Level 10, 255 Blackfriars Road, London, SE1 9AX and its telephone number is +44 207 004 1600.

The Guarantor’s principal activity is that of an investment holding company and it conducts substantially all of its business through operating subsidiaries. The Guarantor is thus dependent on its subsidiaries to generate revenues and profit in order to be able to fulfil its financial obligations. See “*Risk Factors—RISKS RELATED TO THE NOTES GENERALLY—The Issuer and the Guarantor are holding companies with no revenue-generating operations of their own*”. As at 31 July 2024 the Guarantor had investments of £2,674 million.

As at the date of this Base Prospectus the Issuer owns 100 per cent. of the shares of the Guarantor.

Board of Directors

The directors of the Guarantor and their functions and principal activities outside the Guarantor are as follows:

Name	Title	Principal activities outside the Group
Timothy Boucher	Director	Group Financial Controller, Smiths Group plc
Alexander Kenny	Director	Group Treasurer, Smiths Group plc
Matthew Whyte	Director	Company Secretary, Smiths Group plc

The business address of each of the above directors is Level 10, 255 Blackfriars Road, London, SE1 9AX.

None of the members of the Board of Directors has any potential conflict of interests between duties to the Guarantor and their private interests or other duties.

Employees

As at the date of this Base Prospectus, the Guarantor has no active employees. Employees of other Group companies perform all administration of the Guarantor’s affairs.

TAXATION

United Kingdom Taxation

The following is a summary of the Issuer's understanding of current United Kingdom law and published HM Revenue and Customs' practice relating only to the United Kingdom withholding tax treatment of payments of interest (as that term is understood for United Kingdom tax purposes) in respect of Notes. It does not deal with any other United Kingdom taxation implications of acquiring, holding or disposing of Notes. The United Kingdom tax treatment of prospective Noteholders depends on their individual circumstances and may be subject to change in the future. Prospective Noteholders who may be subject to tax in a jurisdiction other than the United Kingdom or who may be unsure as to their tax position should seek their own professional advice.

Payments of interest on the Notes may be made without deduction of or withholding on account of United Kingdom income tax provided that the Notes are and continue to be listed on a "recognised stock exchange" within the meaning of section 1005 of the Income Tax Act 2007. The London Stock Exchange is a recognised stock exchange. Securities will be treated as listed on the London Stock Exchange if they are included in the Official List (within the meaning of and in accordance with the provisions of Part 6 of the Financial Services and Markets Act 2000) and admitted to trading on the London Stock Exchange. Provided, therefore, that the Notes carry a right to interest and are and remain so listed on a "recognised stock exchange", interest on the Notes will be payable without deduction of or withholding on account of United Kingdom tax.

Payments of interest on Notes may be made without deduction of or withholding on account of United Kingdom tax where the maturity of the Notes is less than 365 days and those Notes do not form part of a scheme or arrangement of borrowing intended to be capable of remaining outstanding for more than 364 days.

In other cases, an amount must generally be withheld from payments of interest on the Notes that has a United Kingdom source on account of United Kingdom income tax at the basic rate (currently 20%), subject to any other available exemptions and reliefs. However, where an applicable double tax treaty provides for a lower rate of withholding tax (or for no tax to be withheld) in relation to a Noteholder, HMRC can issue a notice to the Issuer to pay interest to the Noteholder without deduction of tax (or for interest to be paid with tax deducted at the rate provided for in the relevant double tax treaty).

FATCA

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "**foreign financial institution**" may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting, or related requirements. A number of jurisdictions (including the United Kingdom) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to 1 January 2019. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes.

SUBSCRIPTION AND SALE

Notes may be sold from time to time by the Issuer to any one or more of Australia and New Zealand Banking Group Limited, Bank of China Limited, London Branch, Barclays Bank PLC, BNP PARIBAS, China Construction Bank (Asia) Corporation Limited, Citigroup Global Markets Limited, Goldman Sachs International, HSBC Bank plc, J.P. Morgan Securities plc and Skandinaviska Enskilda Banken AB (publ) and any other dealer appointed from time to time by the Issuer and Guarantor either generally in respect of the Programme or in relation to a particular Tranche of Notes (each a “**Dealer**” and together the “**Dealers**”). The arrangements under which Notes may from time to time be agreed to be sold by the Issuer to, and subscribed by, Dealers are set out in an amended and restated Dealer Agreement dated 17 April 2025 (the “**Dealer Agreement**”) and made between the Issuer, the Guarantor and the Dealers. If in the case of any Tranche of Notes the method of distribution is an agreement between the Issuer, the Guarantor and a single Dealer for that Tranche to be issued by the Issuer and subscribed by that Dealer, the method of distribution will be described in the relevant Final Terms as “Non-Syndicated” and the name of that Dealer and any other interest of that Dealer which is material to the issue of that Tranche beyond the fact of the appointment of that Dealer will be set out in the relevant Final Terms. If in the case of any Tranche of Notes the method of distribution is an agreement between the Issuer, the Guarantor and more than one Dealer for that Tranche to be issued by the Issuer and subscribed by those Dealers, the method of distribution will be described in the relevant Final Terms as “Syndicated”, the obligations of those Dealers to subscribe the relevant Notes will be joint and several and the names and addresses of those Dealers and any other interests of any of those Dealers which is material to the issue of that Tranche beyond the fact of the appointment of those Dealers (including whether any of those Dealers has also been appointed to act as Stabilisation Manager in relation to that Tranche) will be set out in the relevant Final Terms.

Any such agreement will, *inter alia*, make provision for the form and terms and conditions of the relevant Notes, the price at which such Notes will be subscribed by the Dealer(s) and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such subscription. The Dealer Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Notes.

In addition in the Dealer Agreement, the Issuer (failing which, the Guarantor) has agreed to reimburse the Dealers for certain of their expenses in connection with the update of the Programme and the issue of Notes under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

The relevant Dealers will be entitled in certain circumstances to be released and discharged from their obligations in respect of a proposed issue of Notes under or pursuant to the Dealer Agreement prior to the closing of the issue of such Notes, including in the event that certain conditions precedent are not delivered or met to their satisfaction on or before the issue date of such Notes. In this situation, the issuance of such Notes may not be completed. Investors will have no rights against the Issuer or the relevant Dealers in respect of any expense incurred or loss suffered in these circumstances.

United States of America: *Regulation S Category 2; TEFRA D or TEFRA C as specified in the relevant Final Terms or neither if TEFRA is specified as not applicable in the relevant Final Terms.*

The Notes and the guarantee thereof have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered, sold or (in the case of Bearer Notes) delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) except in certain transactions exempt from the registration requirements of the Securities Act and in accordance with any applicable securities laws of any state or other jurisdiction of the United States. The Notes and the guarantee thereof will only be offered and sold outside the United States in reliance on Regulation S.

The Bearer Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the United States Internal Revenue Code of 1986 and regulations thereunder.

Each Dealer has agreed that, and each future Dealer appointed under the Programme will be required to agree that, except as permitted by the Dealer Agreement, it will not offer, sell or deliver Notes, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Notes comprising the relevant Tranche, as certified to the Principal Paying Agent or the Issuer by such Dealer (or, in the case of a sale of a Tranche of Notes to or through more than one Dealer, by each of such Dealers as to the Notes of such Tranche purchased by or through it, in which case the Principal Paying Agent or the Issuer shall notify each such Dealer when all such Dealers have so certified) within the United States or to, or for the account or benefit of, U.S. persons, and such Dealer will have sent to each dealer to which it sells Notes during the distribution compliance period relating thereto a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

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

United Kingdom

Prohibition of Sales to UK Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms (or Drawdown Prospectus, as the case may be) in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision:

- (a) the expression retail investor means a person who is one (or more) of the following:
 - (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or
 - (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA;

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

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer or the Guarantor; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Prohibition of Sales to EEA Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms (or Drawdown Prospectus, as the case may be) in relation thereto 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 the Insurance Mediation Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

Belgium

Other than in respect of Notes for which “Prohibition of Sales to Belgian Consumers” is specified as “Not Applicable” in the relevant Final Terms (or Drawdown Prospectus, as the case may be), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that an offering of Notes may not be advertised to any individual in Belgium qualifying as a consumer within the meaning of Article I.1, 2° of the Belgian Code of Economic Law, as amended from time to time (a “**Belgian Consumer**”) and that it has not offered, sold or resold, transferred or delivered, and will not offer, sell, resell, transfer or deliver, the Notes, and that it has not distributed, and will not distribute, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Notes, directly or indirectly, to any Belgian Consumer.

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore (the “**MAS**”). Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Base 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, 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.

Prospective investors to note:

At no time shall the Notes be offered or sold, or caused to be made the subject of an invitation for subscription or purchase, nor shall this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase of the Notes be circulated or distributed to any person in Singapore in any subsequent offer except to (I) an institutional investor (as defined in Section 4A of the SFA) or (II) 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.

Where the Notes are subscribed or purchased under Section 275 of the SFA by an accredited investor which is:

- (a) a corporation the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferred except:

- (i) to an institutional investor or to an accredited investor;
- (ii) where no consideration is or will be given for the transfer; or
- (iii) where the transfer is by operation of law.

Switzerland

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that this Base Prospectus is not intended to constitute an offer or solicitation to purchase or invest in the Notes and the Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act (“**FinSA**”) and no application has or will be made to

admit the Notes to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this Base Prospectus nor any other offering or marketing material relating to the Notes constitutes a prospectus pursuant to the FinSA, and neither this Base Prospectus nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

General

Each Dealer has represented, warranted and agreed, and each future Dealer appointed under the Programme will be required to represent, warrant and agree that, it has complied and will comply with all applicable laws and regulations in each country or jurisdiction in or from which it purchases, offers, sells or delivers Notes or possesses, distributes or publishes this Base Prospectus or any Final Terms or any related offering material, in all cases at its own expense. Other persons into whose hands this Base Prospectus or any Final Terms comes are required by the Issuer, the Guarantor and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Notes or possess, distribute or publish this Base Prospectus or any Final Terms or any related offering material, in all cases at their own expense.

None of the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

The Dealer Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) or change(s) in official interpretation, after the date hereof, of applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in the paragraph headed “General” above.

Selling restrictions may be supplemented or modified with the agreement of the Issuer. Any such supplement or modification may be set out in the relevant Final Terms (in the case of a supplement or modification relevant only to a particular Tranche of Notes) or in a supplement to this Base Prospectus.

GENERAL INFORMATION

Authorisation

1. The update of the Programme was authorised by a resolution of the Board of Directors of the Issuer dated 19 March 2025. The giving of the Guarantee has been authorised by a resolution of the Board of Directors of the Guarantor dated 21 March 2025 and a resolution of the Shareholder of the Guarantor dated 24 March 2025. Each of the Issuer and the Guarantor has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Notes and the giving of the guarantee relating to them.

Listing of Notes on the Official List

2. It is expected that each Tranche of Notes which is to be admitted to the Official List and to trading on the London Stock Exchange's Main Market will be admitted separately as and when issued. Application has been made to the FCA for Notes issued under the Programme during the period of 12 months from the date of this Base Prospectus to be admitted to the Official List and to the London Stock Exchange for such Notes to be admitted to trading on the London Stock Exchange's Main Market. Such application is expected to be granted on or around 24 April 2025.

Legal and Arbitration Proceedings

3. Save as disclosed in "*Description of the Issuer – Litigation*" on pages 88 to 90 of this Base Prospectus, there are no governmental, legal or arbitration proceedings, (including any such proceedings which are pending or threatened, of which the Issuer or the Guarantor is aware), which may have, or have had during the 12 months prior to the date of this Base Prospectus, a significant effect on the financial position or profitability of the Issuer and its Subsidiaries or the Guarantor and its Subsidiaries.

Significant/Material Change

4. There has been no material adverse change in the prospects of the Issuer, the Guarantor or the Group since 31 July 2024. There has been no significant change in the financial performance or financial position of the Issuer or the Group since 31 January 2025 or the Guarantor or the Guarantor and its subsidiaries as a whole since 31 January 2025.

Auditors

5. The consolidated financial statements of the Issuer have been audited without qualification for the years ended 31 July 2024 and 31 July 2023 by KPMG LLP, of 15 Canada Square, Canary Wharf, London E14 5GL, United Kingdom, members of the Institute of Chartered Accountants in England and Wales. KPMG LLP has no material interest in the Issuer.

Documents on Display

6. Copies of the following documents will be available for a period of 12 months from the date of this Base Prospectus on the website of the Issuer (<https://www.smiths.com/investors>):
 - (a) the Articles of Association of the Issuer;
 - (b) the Articles of Association of the Guarantor;
 - (c) the Trust Deed;
 - (d) the Agency Agreement;
 - (e) the Programme Manual; and
 - (f) the Issuer-ICSDs Agreement (which is entered into between the Issuer and Euroclear and/or Clearstream, Luxembourg with respect to the settlement in Euroclear and/or Clearstream, Luxembourg of Notes in New Global Note or NSS form).

This Base Prospectus together with any supplement to this Base Prospectus or further Base Prospectus will be published on the website of the Regulatory News Service operated by the London Stock Exchange at www.londonstockexchange.com/exchange/news/market-news/market-news-home.html.

Material Contracts

7. Neither the Issuer, the Guarantor or any other member of the Group has entered into any material contracts that are not entered into in the ordinary course of its business, which could result in them being under an obligation or entitlement that is material to each of the Issuer's and the Guarantor's ability to meet its obligations to security holders in respect of the Notes being issued.

Clearing of the Notes

8. The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate common code and the International Securities Identification Number (ISIN) in relation to the Notes of each Tranche will be specified in the relevant Final Terms. The relevant Final Terms shall specify any other clearing system as shall have accepted the relevant Notes for clearance together with any further appropriate information.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels. The address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg.

Issue Price and Yield

9. Notes may be issued at any price. The issue price of each Tranche of Notes to be issued under the Programme will be determined by the Issuer, the Guarantor and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions and the issue price of the relevant Notes or the method of determining the price and the process for its disclosure will be set out in the relevant Final Terms. In the case of different Tranches of a Series of Notes, the issue price may include accrued interest in respect of the period from the interest commencement date of the relevant Tranche (which may be the issue date of the first Tranche of the Series or, if interest payment dates have already passed, the most recent interest payment date in respect of the Series) to the issue date of the relevant Tranche.

In relation to any Tranche of Fixed Rate Notes, an indication of the yield of such Tranche of Notes will be set out in the relevant Final Terms will be calculated as of the relevant issue date on an annual or semi-annual basis using the relevant issue price. The yield indicated will be calculated as the yield to maturity as at the relevant issue date of the Notes and will not be an indication of future yield.

The Legal Entity Identifier

10. The Legal Entity Identifier (LEI) Code of the Issuer is 213800MJL6IPZS3ASA11.

Legend Concerning US Persons

11. Any Notes and any Coupons and Talons appertaining thereto will bear a legend to the following effect: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code".

Dealers transacting with the Issuer

12. Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business. In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer, the Guarantor or their respective affiliates. Certain of the Dealers or their respective affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk

management policies. Typically, such Dealers and their respective affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

REGISTERED OFFICE OF THE ISSUER

Smiths Group plc
Level 10
255 Blackfriars Road
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United Kingdom

REGISTERED OFFICE OF THE GUARANTOR

Smiths Group International Holdings Limited
Level 10
255 Blackfriars Road
London SE1 9AX
United Kingdom

ARRANGER

Barclays Bank PLC
1 Churchill Place
London E14 5HP
United Kingdom

DEALERS

Australia and New Zealand Banking Group

Limited
Level 12
25 North Colonnade
London E14 5HZ
United Kingdom

Bank of China Limited, London Branch

1 Lothbury
London EC2R 7DB
United Kingdom

Barclays Bank PLC

1 Churchill Place
London E14 5HP
United Kingdom

BNP PARIBAS

16, boulevard des Italiens
75009 Paris
France

China Construction Bank (Asia)

Corporation Limited

28/F, CCB Tower
3 Connaught Road
Central
Hong Kong

Citigroup Global Markets Limited

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

Goldman Sachs International

Plumtree Court
25 Shoe Lane
London EC4A 4AU
United Kingdom

HSBC Bank plc

8 Canada Square
London E14 5HQ
United Kingdom

J.P. Morgan Securities plc

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