

**\$2,500,000,000****Nestlé Capital Corporation***(incorporated in the State of Delaware with limited liability)***\$600,000,000 4.650% Notes due 2029****\$450,000,000 4.750% Notes due 2031****\$800,000,000 4.875% Notes due 2034****\$650,000,000 5.100% Notes due 2054**

guaranteed by

**Nestlé S.A.***(incorporated in Switzerland with limited liability)*

Nestlé Capital Corporation, a company incorporated under the laws of the State of Delaware (the “*Issuer*”), is offering \$600,000,000 principal amount of its 4.650% notes due 2029 (the “*2029 Notes*”), \$450,000,000 principal amount of its 4.750% notes due 2031 (the “*2031 Notes*”), \$800,000,000 principal amount of its 4.875% notes due 2034 (the “*2034 Notes*”), and \$650,000,000 principal amount of its 5.100% notes due 2054 (the “*2054 Notes*” and, together with the 2029 Notes, the 2031 Notes and the 2034 Notes, the “*Notes*”). Consistent with the existing notes, debt issuance program and commercial paper programs of the Group (as defined below), each series of Notes will be guaranteed by Nestlé S.A., a company incorporated under the laws of Switzerland and the indirect parent company of the Issuer (the “*Guarantor*”), pursuant to a guarantee (each, a “*Guarantee*”) issued in accordance with Article 496 of the Swiss Code of Obligations of March 30, 1911, as amended (*Loi fédérale complétant le Code civil suisse (Livre cinquième: Droit des obligations)*) (the “*Swiss Code of Obligations*”). Each such Guarantee will be a joint and several suretyship (*cautionnement solidaire*) that is accessory in nature, which means that its enforceability is dependent upon the legal validity and enforceability of the primary obligation to which it relates. See “*Description of Notes and Guarantees—Guarantees*” and “*Risk Factors—The Guarantees are not full and unconditional obligations of the Guarantor and it may be difficult for Holders to obtain judgments, or enforce judgments obtained, in U.S. courts against the Guarantor*”.

Interest on the Notes will accrue from (and including) the date of issue of the Notes. Interest on the 2029 Notes will be payable semi-annually in arrears on March 12 and September 12 of each year, commencing on September 12, 2024. Interest on the 2031 Notes will be payable semi-annually in arrears on March 12 and September 12 of each year, commencing on September 12, 2024. Interest on the 2034 Notes will be payable semi-annually in arrears on March 12 and September 12 of each year, commencing on September 12, 2024. Interest on the 2054 Notes will be payable semi-annually in arrears on March 12 and September 12 of each year, commencing on September 12, 2024. The 2029 Notes will mature on March 12, 2029 (the “*2029 Maturity Date*”); the 2031 Notes will mature on March 12, 2031 (the “*2031 Maturity Date*”); the 2034 Notes will mature on March 12, 2034 (the “*2034 Maturity Date*”); and the 2054 Notes will mature on March 12, 2054 (the “*2054 Maturity Date*” and, together with the 2029 Maturity Date, the 2031 Maturity Date and the 2034 Maturity Date, the “*Maturity Dates*”), and upon surrender, the Notes will be repaid at 100% of the principal amount thereof, together with any accrued and unpaid interest.

*Continued on inside front cover.**Joint Book-Running Managers***Barclays****BofA Securities****Deutsche Bank Securities****HSBC****J.P. Morgan****Goldman Sachs & Co. LLC****Morgan Stanley****RBC Capital Markets****Santander****TD Securities**

The date of this Offering Memorandum is March 5, 2024.

*Continued from the front cover.*

Each series of Notes will be redeemable prior to maturity, in whole or in part, at any time and from time to time at the Issuer's option at an applicable redemption price calculated as set forth under "*Description of Notes and Guarantees—Optional Redemption*". The Notes of each series will be issued in denominations of \$150,000 and integral multiples of \$1,000 in excess thereof. The Notes of each series will be represented by global notes, registered in the name of Cede & Co., as nominee for The Depository Trust Company ("*DTC*"). Beneficial interests in the global notes will be shown on, and transfers thereof will be effected only through, records maintained by DTC and its participants. See "*Description of Notes and Guarantees—Book-Entry; Delivery and Form*".

The Notes will constitute direct, unsecured, unsubordinated and unconditional obligations of the Issuer, which will at all times rank equally with each other and with all other present and future unsecured and unsubordinated indebtedness of the Issuer (other than obligations mandatorily preferred by law applying to companies generally). The Guarantees will be governed by, and construed in accordance with, the substantive laws of Switzerland, and will constitute direct, unsecured and unsubordinated obligations of the Guarantor, which will at all times rank equally with each other and with all other present and future unsecured and unsubordinated obligations of the Guarantor (other than obligations mandatorily preferred by law applying to companies generally). See "*Description of Notes and Guarantees—Ranking*", "*Description of Notes and Guarantees—Guarantees*" and "*Risk Factors—The Guarantees are not full and unconditional obligations of the Guarantor and it may be difficult for Holders to obtain judgments, or enforce judgments obtained, in U.S. courts against the Guarantor*".

We do not intend to apply for listing of the Notes on any security exchange or for inclusion of the Notes in any automated quotation system.

**An investment in the Notes involves risk. See "*Risk Factors*" beginning on page 18 and the risk factors contained in the documents incorporated herein by reference.**

The Notes and the Guarantees have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "*Securities Act*"), or the securities laws of any other jurisdiction. Accordingly, the Notes and the Guarantees may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in the Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act or applicable state or other securities laws. The Notes and the Guarantees may be offered and sold in the United States only to qualified institutional buyers ("*QIBs*") in reliance on Rule 144A under the Securities Act ("*Rule 144A*") and in transactions outside the United States to non-U.S. persons in reliance on Regulation S under the Securities Act ("*Regulation S*"). Prospective purchasers in the United States are hereby notified that the seller of the Notes and the Guarantees may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A. For a description of certain restrictions on transfers of the Notes, see "*Plan of Distribution*" and "*Notice to Investors*".

**Price for the 2029 Notes: 99.850% plus accrued interest, if any, from March 12, 2024**  
**Price for the 2031 Notes: 99.729% plus accrued interest, if any, from March 12, 2024**  
**Price for the 2034 Notes: 99.953% plus accrued interest, if any, from March 12, 2024**  
**Price for the 2054 Notes: 99.680% plus accrued interest, if any, from March 12, 2024**

It is expected that delivery of beneficial interests in the Notes will be made through the facilities of DTC and its participants, including Euroclear Bank, S.A./N.V., as operator of the Euroclear System ("*Euroclear*"), and Clearstream Banking S.A., Luxembourg ("*Clearstream*"), on or about March 12, 2024, against payment therefor in immediately available funds.

We are responsible only for the information contained in or incorporated by reference in this offering memorandum (this “*Offering Memorandum*”). Neither we nor any of the initial purchasers listed in the section of this Offering Memorandum entitled “*Plan of Distribution*” (collectively, the “*Initial Purchasers*”) have authorized any other person to provide you with information that is different from, or in addition to, that contained in this Offering Memorandum or any of the materials incorporated by reference in this Offering Memorandum. We are not, and the Initial Purchasers are not, making an offer to sell the Notes in any jurisdiction where the offer or sale of the Notes is not permitted. This Offering Memorandum may only be used where it is legal to offer and sell the Notes. You should assume that the information contained in this Offering Memorandum is accurate only as of the date of this Offering Memorandum, and that any information we have incorporated by reference is accurate only as of the date of the document incorporated by reference. Our business, financial condition, results of operations or any other information in this Offering Memorandum may have changed since those dates.

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This Offering Memorandum is confidential. You are authorized to use this Offering Memorandum solely for the purpose of considering the purchase of the Notes described herein. We and the other sources identified herein have provided the information contained in this Offering Memorandum. The Initial Purchasers make no representation or warranty, express or implied, as to the accuracy or completeness of such information, and nothing contained in this Offering Memorandum is, or shall be relied upon as, a promise or representation by the Initial Purchasers. You may not reproduce or distribute this Offering Memorandum, in whole or in part, and you may not disclose any of the contents of this Offering Memorandum or use any information herein for any purpose other than considering the purchase of the Notes. You agree to the foregoing by accepting delivery of this Offering Memorandum.

As used in this Offering Memorandum, “we”, “us”, “our”, “Nestlé”, the “Group”, the “Nestlé Group” and similar terms refer to Nestlé S.A. (the “*Guarantor*”) and, where appropriate, the consolidated subsidiaries of Nestlé S.A., including Nestlé Capital Corporation (the “*Issuer*”) unless stated otherwise or the context otherwise requires.

**The Notes and the Guarantees have not been registered with, or recommended or approved by, the U.S. Securities and Exchange Commission (the “SEC”) or any other federal or state securities commission or regulatory authority, nor has the SEC or any such other commission or regulatory authority passed upon the accuracy or adequacy of this Offering Memorandum. Any representation to the contrary is a criminal offense.**

The distribution of this Offering Memorandum and the offering and sale of the Notes in certain jurisdictions may be restricted by law. We and the Initial Purchasers require persons in whose possession this Offering Memorandum comes to inform themselves about and to observe any such restrictions. This Offering Memorandum does not constitute an offer of, or an invitation to purchase, any of the Notes in any jurisdiction in which such offer or invitation would be unlawful. Neither we nor the Initial Purchasers accept any legal responsibility for any violation by any person, whether or not a potential investor, of any such restrictions. For a more detailed description of certain restrictions in connection with the offering, see “*Plan of Distribution*” and “*Notice to Investors*”.

### **IMPORTANT NOTICE**

This Offering Memorandum has been prepared by us solely for use in connection with the proposed offering of the Notes described herein. This Offering Memorandum is personal to each offeree and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire the Notes. Distribution of this Offering Memorandum to any person other than the offeree and any person retained to advise such offeree with respect to its possible purchase is unauthorized, and any disclosure of any of its contents, without our prior written consent, is prohibited. Each potential investor, by accepting delivery of this Offering Memorandum, agrees to the foregoing and to make no photocopies of this Offering Memorandum or any documents referred to in this Offering Memorandum that such offeree may request.

We are offering the Notes in reliance on an exemption from registration under the Securities Act for offers and sales of securities that do not involve a public offering. If you purchase Notes, you will be deemed to have made the acknowledgements, representations, warranties and agreements set forth under the heading “*Notice to Investors*” in this Offering Memorandum. The Notes are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act and applicable state and foreign securities laws pursuant to registration or exemption therefrom. As a potential investor, you should be aware that you may be required to bear the financial risks of this investment for an indefinite period of time. See “*Plan of Distribution*” and “*Notice to Investors*”.

In making an investment decision, potential investors must rely on their own examination of us and our subsidiaries and the terms of this offering of the Notes, including the merits and risks involved. Potential investors should not construe anything in this Offering Memorandum as legal, business or tax advice. Each potential investor should consult its own advisers as needed to make its investment decision and to determine whether it is legally permitted to purchase the securities under applicable legal investment or similar laws or regulations.

This Offering Memorandum contains summaries of certain documents, but reference is made to the actual documents for complete information. All such summaries are qualified in their entirety by such reference. Copies of documents referred to herein will be made available to potential investors upon request to us or the Initial Purchasers.

This Offering Memorandum should be read and construed with any supplement hereto and with all documents incorporated by reference. See “*Incorporation by Reference*”.

To the fullest extent permitted by law, the Initial Purchasers do not accept any responsibility for the contents of this Offering Memorandum or for any other statements made or purported to be made by the Initial Purchasers or on their behalf in connection with the Issuer, the Guarantor, the Notes or the Guarantees. Accordingly, the Initial Purchasers disclaim all and any liability whether arising in tort or contract or otherwise that they might otherwise have in respect of this Offering Memorandum or any such statement.

The Initial Purchasers are acting exclusively for the Issuer and the Guarantor and no other person in connection with the offering of the Notes. They will not regard any other person (whether or not a recipient of

this Offering Memorandum) as their client in relation to the offering of the Notes and will not be responsible to anyone other than the Issuer and the Guarantor for providing the protections afforded to their respective clients or for giving advice in relation to the offering or any transaction or arrangement referred to herein.

This Offering Memorandum should not be considered a recommendation by the Issuer, the Guarantor or the Initial Purchasers that any recipient of this Offering Memorandum should subscribe for, or purchase, any of the Notes. Each recipient of this Offering Memorandum shall be taken to have made his or her own investigation and appraisal of the condition (financial or otherwise) of each of the Issuer and the Guarantor.

We reserve the right to withdraw this offering of the Notes at any time. We and the Initial Purchasers also reserve the right to reject any offer to purchase the Notes in whole or in part for any reason and to allot to any potential investor less than the full amount of Notes sought by such investor. The Initial Purchasers and certain related entities may acquire for their own account a portion of the Notes.

Each potential investor must comply with all applicable laws and regulations in force in any applicable jurisdiction and must obtain any consent, approval or permission required by it for the purchase, offer or sale of the Notes under the laws and regulations in force in the jurisdiction such investor is subject or in which it makes such purchase, offer or sale, and neither we nor the Initial Purchasers will have any responsibility therefor. No action has been taken by the Initial Purchasers, us or any other person that would permit an offering of the Notes or the circulation or distribution of this Offering Memorandum or any offering material in relation to us or our affiliates or the Notes in any country or jurisdiction where action for that purpose is required.

None of we, the Initial Purchasers or our or their respective representatives are making any representation to any offeree or any purchaser of the Notes regarding the legality of any investment in the Notes by any such offeree or purchaser under applicable legal investment or similar laws or regulations. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Offering Memorandum 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.

The information set out in the sections of this Offering Memorandum describing clearing and settlement arrangements is subject to any change or reinterpretation of the rules, regulations and procedures of DTC as currently in effect. The information in such sections concerning these clearing systems has been obtained from sources that we believe to be reliable. We accept responsibility only for the correct extraction and reproduction of such information, but not for the accuracy of such information. If you wish to use the facilities of any clearing system, you should confirm the applicability of the rules, regulations and procedures of the relevant clearing system. We will not be responsible or liable for any aspect of the records relating to, or payments made on account of, book-entry interests held through the facilities of any clearing system or for maintaining, supervising or reviewing any records relating to such book-entry interests.

IN CONNECTION WITH THE ISSUE OF THE NOTES, EACH OF THE INITIAL PURCHASERS (OR PERSONS ACTING ON BEHALF OF ANY INITIAL PURCHASER) 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, STABILIZATION MAY NOT NECESSARILY OCCUR. ANY STABILIZATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE 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 NOTES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE NOTES. ANY STABILIZATION ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE RELEVANT INITIAL PURCHASER (OR PERSON(S) ACTING ON BEHALF OF ANY INITIAL PURCHASER) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.

#### **Notice to Prospective Investors in the European Economic Area**

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 (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”); (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the “Insurance Distribution Directive”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined



in Regulation (EU) 2017/1129 (the “*Prospectus Regulation*”). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended or superseded, the “*EEA PRIIPs Regulation*”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been or will be 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 EEA PRIIPs Regulation. This Offering Memorandum has been prepared on the basis that any offer of Notes in any Member State of the EEA will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of Notes. This Offering Memorandum is not a prospectus for the purposes of the Prospectus Regulation.

### **Notice to Prospective Investors in the United Kingdom**

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 (the “*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 UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “*EUWA*”); (ii) a customer within the meaning of the provisions of the UK Financial Services and Markets Act 2000 (as amended, the “*FSMA*”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 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 or will be 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.

In the UK, this Offering Memorandum is for distribution only to (i) persons who are investment professionals falling within Article 19 paragraph 5 of the FSMA, (ii) persons falling within Article 49 paragraph 2 (a) to (d) of the FSMA (e.g., high-net-worth companies, unincorporated associations) or (iii) other persons to whom it may be lawfully communicated in accordance with the FSMA (all such persons falling within the preceding clauses (i)-(iii) together being referred to as “*Relevant Persons*”). This Offering Memorandum is directed only at Relevant Persons and must not be acted on or relied on by persons who are not Relevant Persons. In the UK, any investment or investment activity to which this Offering Memorandum relates is available only to Relevant Persons and will be engaged in only with Relevant Persons.

## PRESENTATION OF FINANCIAL AND OTHER DATA

### Financial Data

Unless otherwise indicated, the financial information included or incorporated by reference in this Offering Memorandum, including the audited financial statements of the Issuer as of and for the years ended December 31, 2023 (“*Fiscal 2023*”), December 31, 2022 (“*Fiscal 2022*”) and December 31, 2021 (“*Fiscal 2021*”), has been prepared in accordance with IFRS Accounting Standards (“*IFRS Accounting Standards*”) as adopted by the European Union. The audited consolidated financial statements of the Guarantor and its subsidiaries (i) as of and for the year ended December 31, 2023 (“*Fiscal 2023*”) have been prepared in accordance with IFRS Accounting Standards and (ii) as of and for the years ended December 31, 2022 (“*Fiscal 2022*”) and December 31, 2021 (“*Fiscal 2021*”) have been prepared in accordance with International Financial Reporting Standards (subsumed under IFRS Accounting Standards hereafter for the respective periods). In addition, the consolidated financial statements of the Guarantor and its subsidiaries comply with Swiss law (in the case of the Guarantor’s audited consolidated financial statements).

The preparation of financial statements in accordance with IFRS Accounting Standards requires management to exercise judgment and to make estimates and assumptions that affect the application of policies; reported amounts of revenues, expenses, assets and liabilities; and disclosures. These estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances. Actual results may differ from these estimates. For a complete description of the accounting principles applied in preparing the financial statements of the Issuer and the consolidated financial statements of the Guarantor and its subsidiaries, please see “*Note 1—Accounting Policies*” to the Guarantor’s set of audited consolidated financial statements incorporated by reference herein and “*Note 2—Accounting Policies*” to the Issuer’s set of audited financial statements incorporated by reference herein. The Guarantor’s financial information and related discussion and analysis included or incorporated by reference in this Offering Memorandum are presented in Swiss francs (“*CHF*”) except as otherwise specified. The Issuer’s financial information and related discussion and analysis included or incorporated by reference in this Offering Memorandum are presented in U.S. dollars (“*USD*”) except as otherwise specified.

IFRS Accounting Standards differs in certain material respects from generally accepted accounting principles in the United States (“*U.S. GAAP*”). As a result, the results of operations and financial condition derived from the audited financial statements that are incorporated by reference in this Offering Memorandum may differ substantially from the results of operations and financial condition that would be derived if such financial statements had been prepared in accordance with U.S. GAAP. Neither the Issuer nor the Guarantor has prepared a reconciliation of its financial information to U.S. GAAP or a summary of significant accounting differences between the accounting and valuation methods of IFRS Accounting Standards and U.S. GAAP or otherwise reviewed the impact the application of U.S. GAAP would have on its financial reporting.

In making an investment decision, you must rely upon your own examination of the Issuer and the Guarantor and its subsidiaries and the information contained or incorporated by reference in this Offering Memorandum.

Some financial information in this Offering Memorandum has been rounded and, as a result, the figures shown as totals in this Offering Memorandum may vary slightly from the exact arithmetic aggregation of the figures that precede them.

### Use of Non-IFRS Accounting Standards Financial Measures

This Offering Memorandum includes or incorporates by reference certain financial performance measures, not defined by IFRS Accounting Standards (“*Non-IFRS Accounting Standards Financial Performance Measures*”), that are used by the Guarantor to assess the financial and operational performance of the Group, including Organic Growth; Real Internal Growth; Pricing; Underlying trading operating profit; Underlying trading operating profit margin; Trading operating profit; Trading operating profit margin; Free cash flow; and Net financial debt. The Guarantor believes that these Non-IFRS Accounting Standards Financial Performance Measures provide useful information regarding the Group’s business, and the Group’s management (“*Management*”) considers these measures when analyzing the Group’s financial and operating performance. However, these measures should not be considered indications of, or alternatives to, corresponding measures determined in accordance with IFRS Accounting Standards. In addition, such measures may not be comparable to similar measures presented by other companies.

For additional disclosures, explanations and reconciliations of such measures, please see “*Management’s Discussion and Analysis of Financial Condition and Results of Operations—Definitions of Alternative Performance Measures*” and the Alternative Performance Measures (as defined below) incorporated by reference herein.

## INDUSTRY AND MARKET DATA

Industry, market and statistical information or other statements incorporated by reference in this Offering Memorandum regarding our position relative to our competitors largely reflect the best estimates of Management. These estimates are based upon information obtained from customers, trade or business organizations and associations, other contacts within the industries in which we operate and, in some cases, upon published statistical data or information from analysts and independent third parties. We have not verified this information independently or determined the reasonableness of such assumptions or the accuracy and completeness of such information. In addition, these sources may use different definitions of the relevant markets than those we present. Data regarding our industry is intended to provide general guidance but is inherently imprecise. As a result, this information may not be accurate, complete, adequate, up-to-date or comprehensive.

## INTELLECTUAL PROPERTY

This Offering Memorandum includes names of our products that constitute trademarks that we own, license or otherwise have the right to use. This Offering Memorandum also contains other brand names, trade names, trademarks or service marks of other companies, and these brand names, trade names, trademarks or service marks are the property of those companies.

## ENFORCEABILITY OF CIVIL LIABILITIES

Any dispute that might arise out of or in connection with the Guarantees will fall within the exclusive jurisdiction of the courts of the Canton of Vaud, Switzerland (venue being the City of Vevey). This means, among other things, that, in respect of any such dispute, service of process upon the Guarantor must be effected in Switzerland in accordance with Swiss procedural rules, and it is unlikely that investors would be able to enforce in Switzerland against the Guarantor any judgment obtained from a U.S. court with respect to any such dispute.

Furthermore, the Guarantor is incorporated under the laws of Switzerland. As a result, in the case of disputes not arising out of or in connection with the Guarantees, it may not be possible for investors to effect service of process, including judgments, upon the Guarantor within the United States. It may also be difficult for investors to enforce in Switzerland against the Guarantor judgments obtained from U.S. courts for the reasons described below.

The United States and Switzerland do not currently have a treaty providing for the reciprocal recognition and enforcement of judgments, other than arbitration awards, in civil and commercial matters. Consequently, a final judgment rendered against the Guarantor by any U.S. federal or state court for payment would not automatically be enforceable in Switzerland. A final judgment rendered against the Guarantor by a U.S. federal or state court, however, may be recognized in Switzerland in an action before a court of competent jurisdiction in accordance with the rules set forth in the Swiss Federal Act on International Private Law of December 18, 1987, as amended (*Loi fédérale sur le droit international privé*) (the “LDIP”), the Swiss Federal Act on Civil Procedure of December 19, 2008, as amended (*Code de procédure civile*), and the Swiss Federal Act on Debt Enforcement and Bankruptcy of April 11, 1889, as amended (*Loi fédérale sur la poursuite pour dettes et la faillite*). In such an action, a Swiss court generally would not reinvestigate the merits of the original matter decided by a U.S. court. The recognition and enforcement by a Swiss court of a judgment rendered against the Guarantor by a U.S. federal or state court would be conditional upon a number of conditions including, without limitation, those set out in Articles 25 et seqq. of the LDIP, which include:

- the U.S. federal or state court having had jurisdiction over the original proceedings from a Swiss perspective, as defined in the LDIP;
- the judgment being final and non-appealable under U.S. federal or state law or no ordinary legal remedy being available against such judgment;
- the parties having been duly summoned, under the law of their domicile or under the law of their habitual residence, or having proceeded to the merits without any reserves;



- the original proceeding before a U.S. federal or state court not having been conducted under a violation of material principles of Swiss civil procedure law, including, in particular, the right to be heard;
- the dispute (*litige*) resulting in the judgment of the U.S. federal or state court (i) not already being the object of a court decision in Switzerland or pending before a Swiss court between the same parties and on the same subject matter, and (ii) not already being the object of a court decision in a third country that meets the requirements to be recognized and enforced in Switzerland; and
- the enforcement of the judgment by the U.S. federal or state court not being manifestly incompatible with Swiss public policy (*ordre public suisse*).

Subject to the foregoing, purchasers of the Notes may be able to enforce against the Guarantor judgments in civil and commercial matters obtained from a U.S. federal or state court in Switzerland. We cannot, however, assure you that any attempts to enforce judgments in Switzerland will be successful; in particular, it is uncertain whether a Swiss court would recognize U.S. jurisdiction if the defendant did not enter an appearance before a U.S. federal or state court during the substantive proceedings in the sense of Article 6 of the LDIP. Furthermore, it is doubtful whether a Swiss court would enforce a judgment of any U.S. federal or state court predicated solely upon the federal or state securities laws of the United States. In addition, the recognition and enforcement of punitive damages awards might be denied by Swiss courts as incompatible with Swiss public policy (*ordre public suisse*). Alternatively, a Swiss court may reduce the amount of damages granted by a U.S. federal or state court and recognize damages only to the extent that they are necessary to compensate actual losses or damages.

Investors should be aware that Swiss civil procedure differs substantially from U.S. federal and state civil procedure in a number of respects. With respect to the production of evidence, for example, U.S. federal and state law and the laws of several other jurisdictions based on common law provide for pre-trial discovery, a process by which parties to the proceedings may, prior to trial, compel the production of documents by adverse or third parties and the depositions of witnesses. Evidence obtained in this manner may be decisive in the outcome of any proceeding. In Switzerland, no such pre-trial discovery process exists. A Swiss court would generally decide on the basis of evidence provided by the parties and in accordance with the applicable rules on the burden of proof.

#### **AVAILABLE INFORMATION**

We are not subject to informational requirements of the U.S. Securities Exchange Act of 1934, as amended (the “*Exchange Act*”).

The Issuer has agreed that it will make available, upon request, to any registered holder of the Notes (a “*Holder*”) or prospective purchaser of the Notes the information required pursuant to Rule 144A(d)(4) under the Securities Act with respect to the Issuer, during any period in which the Issuer is neither subject to Section 13 or 15(d) of the Exchange Act nor exempt by virtue of Rule 12g3-2(b) thereunder. Any such requests should be directed to Nestlé S.A., Attention: Treasury, Avenue Nestlé 55, 1800 Vevey, Switzerland.

A copy of the Fiscal Agency Agreement will be made available to Holders, upon request, at no charge. Any such requests should be directed to Citibank, N.A. at Agency & Trust, 388 Greenwich Street, New York, New York 10013, United States.

#### **EXTENDED SETTLEMENT**

We expect that delivery of the Notes will be made against payment therefor on or about March 12, 2024, which will be the fifth Business Day (as defined below under “*Description of Notes and Guarantees*”) following the date of pricing of the Notes, or “T+5”. Trades in many secondary markets generally settle in two Business Days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade Notes prior to two Business Days before delivery will be required, by virtue of the fact that the Notes initially settle in T+5, to specify an alternate settlement arrangement at the time of any such trade to prevent a failed settlement. Purchasers of the Notes who wish to trade the Notes prior to two Business Days before delivery hereunder should consult their advisers.

## INCORPORATION BY REFERENCE

This Offering Memorandum incorporates by reference, and should be read and construed in conjunction with, the following information:

<b>Document</b>		<b>Pages Incorporated</b>
A.	The following sections of the Issuer’s Annual Financial Report as of December 31, 2023:	
	Management Report . . . . .	3–4
	Independent Auditors’ Report . . . . .	6–9
	Financial Statements. . . . .	10–27
	(together, the “ <i>Issuer 2023 Annual Financial Report Excerpts</i> ”)	
B.	The following sections of the Issuer’s Annual Financial Report as of December 31, 2022:	
	Management Report . . . . .	3–4
	Independent Auditors’ Report . . . . .	6–9
	Financial Statements. . . . .	10–29
	(together, the “ <i>Issuer 2022 Annual Financial Report Excerpts</i> ”)	
C.	The following sections of the Guarantor’s Annual Review 2023:	
	Our business . . . . .	IV
	Connecting through our brands . . . . .	16–31
	Product category and operating segment review . . . . .	40
	Principal risks and uncertainties . . . . .	50–53
	Factories . . . . .	54–55
	Corporate Governance and Compliance . . . . .	56–62
	(together, the “ <i>Guarantor 2023 Annual Review Excerpts</i> ”)	
D.	Consolidated Financial Statements of the Nestlé Group 2023 (the “ <i>Guarantor 2023 Consolidated Financial Statements</i> ”)	
E.	Consolidated Financial Statements of the Nestlé Group 2022 (the “ <i>Guarantor 2022 Consolidated Financial Statements</i> ”)	
F.	Alternative Performance Measures, February 2024 Edition (the “ <i>Alternative Performance Measures</i> ”)	

The information contained in each document incorporated by reference herein is given as of the date of such document. Such information shall be deemed to be incorporated in, and form part of, this Offering Memorandum, save that any statement contained in a document that is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this document to the extent that a statement contained or incorporated herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Offering Memorandum.

You may obtain a copy of the documents referred to above by visiting the following websites:

- <https://www.nestle.com/sites/default/files/2024-02/nestle-capital-corporation-annual-financial-report-2023.pdf> for the Issuer 2023 Annual Financial Report Excerpts;
- <https://www.nestle.com/sites/default/files/2024-02/nestle-capital-corporation-annual-financial-report-2022.pdf> for the Issuer 2022 Annual Financial Report Excerpts; and
- <https://www.nestle.com/investors/publications> for the Guarantor 2023 Annual Review Excerpts, the Guarantor 2023 Consolidated Financial Statements, the Guarantor 2022 Consolidated Financial Statements and the Alternative Performance Measures.

Other than the sections of the documents specified above and specifically incorporated by reference in this Offering Memorandum, such documents do not form part of this Offering Memorandum and the contents of the websites listed above do not form part of this Offering Memorandum and, in each case, should not be relied upon for the purposes of forming an investment decision with respect to the Notes.

## FORWARD-LOOKING STATEMENTS

This Offering Memorandum contains “forward-looking statements”. Forward-looking statements are based on our beliefs and assumptions and on information currently available to us, and include, without limitation, statements regarding our business, financial condition, strategy, results of operations; certain of our plans, objectives, assumptions, expectations, prospects and beliefs; and statements regarding other future events or prospects. Forward-looking statements include all statements that are not historical facts and can be identified by the use of forward-looking terminology such as the words “believe”, “expect”, “plan”, “intend”, “seek”, “anticipate”, “estimate”, “predict”, “potential”, “assume”, “continue”, “may”, “will”, “should”, “could”, “shall”, “risk” or the negative of these terms or similar expressions that are predictions of or indicate future events and future trends.

By their nature, forward-looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. We caution you that forward-looking statements are not guarantees of future performance and that our actual results of operations, financial condition and liquidity; the development of the industry in which we operate; and the effect of acquisitions on us may differ materially from the results or developments that may be suggested by the forward-looking statements contained in this Offering Memorandum. In addition, even if our results of operations, financial condition and liquidity; the development of the industry in which we operate; and the effect of acquisitions on us are consistent with the forward-looking statements contained in this Offering Memorandum, those results or developments may not be indicative of results or developments in subsequent periods.

Factors that may cause our actual results to differ materially from those expressed or implied by the forward-looking statements in this Offering Memorandum include the risks described under “*Risk Factors*”. For example, factors that could cause actual results to vary from projected results include:

- our ability to operate in a highly competitive environment;
- our ability to maintain, extend and expand our reputation and brand image;
- potential reputational harm as a result of increased scrutiny related to our corporate social responsibility efforts;
- our ability to anticipate and respond to changes in consumer preferences and trends;
- product recalls or product liability claims;
- volatility in raw material, commodity, energy and other input costs;
- consumer perception of health-related issues being caused by our products (e.g., obesity);
- the effects of adverse weather conditions on sales;
- the transition to a low-carbon economy and the effects of climate change on key agricultural commodities;
- unanticipated business disruptions;
- the impact of the global outbreak of a public health pandemic on business, financial conditions and results of operations;
- general economic, political and business conditions or other developments and risks in countries in which we operate, including changes in levels of consumer spending or political, economic and social changes leading to the imposition of sanctions; changes in trade regulations; currency restrictions; potential health issues (including pandemic issues); civil unrest; conflict (including the war in Ukraine and the current armed conflict in Israel and Gaza); or terrorist threats or acts;
- changes in, and failure to comply with, laws and regulations, including labeling and advertising regulations and environmental, occupational health and safety laws and regulations;
- changes to international trade policies, treaties and tariffs, or the emergence of a trade war;
- changes in our management team or other key personnel;
- increased pension, labor and people-related expenses;

- our ability to realize the anticipated benefits from our cost-savings initiatives;
- disruptions in information technology networks and systems;
- our ability to protect intellectual property rights;
- legal claims or other regulatory enforcement actions;
- interest rate and currency fluctuations;
- volatility in the market value of all or a portion of derivatives we use;
- tax law changes or interpretations;
- our ability to complete or realize the benefits from potential and completed acquisitions, alliances, divestitures or joint ventures; and
- our ability to attract and retain employees.

We urge you to read the sections of this Offering Memorandum entitled “*Risk Factors*” and “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*” for a more complete discussion of the factors that could affect our future performance and the industry in which we operate.

We undertake no obligation to update these forward-looking statements and we will not publicly release any revisions we may make to these forward-looking statements that may result from events or circumstances arising after the date of this Offering Memorandum.



## SUMMARY

*The following summary is qualified in its entirety by, and should be read in conjunction with, the more detailed information appearing elsewhere in this Offering Memorandum. You should thoroughly read this Offering Memorandum in its entirety, including the information incorporated by reference herein, as well as set forth under “Forward-looking Statements”, “Risk Factors”, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and the audited financial statements and the notes related to each of those financial statements incorporated by reference herein, prior to making an investment in the Notes.*

### Overview of the Guarantor and the Issuer

#### *The Guarantor*

Nestlé S.A., the Guarantor, is the holding company of the Group. It was founded in 1866 as “Anglo-Swiss Condensed Milk Company”. Following the merger in 1905 with “Farine lactée Henri Nestlé” (founded in Vevey in 1867), the company was renamed “Nestlé and Anglo-Swiss Condensed Milk Company” and in 1977 adopted its present name, Nestlé S.A. The Guarantor is incorporated under Swiss law as a company limited by shares (*société anonyme*). The addresses of the Guarantor’s registered offices are Avenue Nestlé 55, 1800 Vevey, Canton of Vaud, Switzerland and Zugerstrasse 8, 6330 Cham, Canton of Zug, Switzerland.

#### *The Issuer*

Nestlé Capital Corporation, the Issuer, was incorporated in the State of Delaware in 1980. The address of the Issuer’s registered office is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, United States, and the address of its principal place of business is 1812 North Moore Street, Arlington, Virginia 22209, United States. The Issuer is a wholly owned subsidiary of Nestlé Holdings, Inc., which is a wholly owned indirect subsidiary of the Guarantor. The Issuer’s principal business activity is managing the liquidity of Nestlé Holdings, Inc. and its subsidiaries and its U.S. affiliates.

### Recent Developments

#### *Acquisitions*

On September 7, 2023, Nestlé announced an agreement with Advent International to acquire a majority stake in Grupo CRM, a premium chocolate player in Brazil. Grupo CRM operates a successful direct-to-consumer model, with more than 1,000 chocolate boutiques under the Copenhagen and Brasil Cacau brands and a strong, growing online presence. The transaction closed on March 1, 2024.

#### *Divestitures*

On September 4, 2023, Nestlé Health Science announced the divestiture of *Palforzia*, its peanut allergy treatment business, to Stallergenes Greer, a biopharmaceutical company which specializes in the diagnosis and treatment of allergies. The transaction was closed upon signing and followed Nestlé Health Science’s announcement that it would conduct a strategic review of *Palforzia*. Nestlé Health Science will receive milestone payments and ongoing royalties from Stallergenes Greer.

## THE OFFERING

The summary below describes the principal terms of the Notes and the Guarantees. Certain of the terms and conditions described below are subject to important limitations and exceptions. The “Description of Notes and Guarantees” section of this Offering Memorandum contains a more detailed description of the terms and conditions of the Notes and the Guarantees.

<b>Issuer</b> .....	Nestlé Capital Corporation, a company incorporated under the laws of Delaware
<b>Guarantor</b> .....	Nestlé S.A., a company incorporated under the laws of Switzerland
<b>The Notes</b> .....	\$600,000,000 4.650% Notes due 2029 \$450,000,000 4.750% Notes due 2031 \$800,000,000 4.875% Notes due 2034 \$650,000,000 5.100% Notes due 2054
<b>The Guarantees</b> .....	Consistent with the Group’s existing notes, debt issuance program and commercial paper programs, the obligations of the Issuer under the Notes will be guaranteed by the Guarantor pursuant to Guarantees issued in accordance with Article 496 of the Swiss Code of Obligations. Each such Guarantee will be a joint and several suretyship ( <i>cautionnement solidaire</i> ) that is accessory in nature, which means that its enforceability is dependent upon the legal validity and enforceability of the primary obligation to which it relates. Consequently, the Guarantor will only have an obligation to pay a Holder an amount under the applicable Guarantee if and to the extent such Holder has a legally valid and enforceable claim against the Issuer to pay such amount under the Notes of the applicable series. A joint and several suretyship ( <i>cautionnement solidaire</i> ) pursuant to Article 496 of the Swiss Code of Obligations is also governed by a number of statutory provisions of Swiss law that are designed to protect the surety as further described in “Description of Notes and Guarantees—Guarantees”. The Guarantees will be governed by, and construed in accordance with, the substantive laws of Switzerland. See “Description of Notes and Guarantees—Guarantees” and “Risk Factors—The Guarantees are not full and unconditional obligations of the Guarantor and it may be difficult for Holders to obtain judgments, or enforce judgments obtained, in U.S. courts against the Guarantor”.
<b>Offering Format</b> .....	The Notes are being offered and sold by the Initial Purchasers in the United States only to QIBs in reliance on Rule 144A and in transactions outside the United States to persons other than U.S. persons in reliance on Regulation S.
<b>Issue Price</b> .....	99.850% for the 2029 Notes, plus accrued interest, if any, from March 12, 2024;  99.729% for the 2031 Notes, plus accrued interest, if any, from March 12, 2024;

	99.953% for the 2034 Notes, plus accrued interest, if any, from March 12, 2024; and
	99.680% for the 2054 Notes, plus accrued interest, if any, from March 12, 2024.
<b>Issue Date</b> .....	March 12, 2024.
<b>Maturity Date</b> .....	The 2029 Notes will mature on March 12, 2029; the 2031 Notes will mature on March 12, 2031; the 2034 Notes will mature on March 12, 2034; and the 2054 Notes will mature on March 12, 2054.
<b>Interest</b> .....	The 2029 Notes will bear interest from (and including) March 12, 2024, at the rate of 4.650%, per annum, payable semi-annually in arrears;  the 2031 Notes will bear interest from (and including) March 12, 2024, at the rate of 4.750%, per annum, payable semi-annually in arrears;  the 2034 Notes will bear interest from (and including) March 12, 2024, at the rate of 4.875%, per annum, payable semi-annually in arrears; and  the 2054 Notes will bear interest from (and including) March 12, 2024, at the rate of 5.100%, per annum, payable semi-annually in arrears.
<b>Interest Payment Dates</b> .....	Interest on the 2029 Notes will be paid on March 12 and September 12 of each year, commencing September 12, 2024, until the 2029 Maturity Date or earlier redemption;  interest on the 2031 Notes will be paid on March 12 and September 12 of each year, commencing September 12, 2024, until the 2031 Maturity Date or earlier redemption;  interest on the 2034 Notes will be paid on March 12 and September 12 of each year, commencing September 12, 2024, until the 2034 Maturity Date or earlier redemption; and  interest on the 2054 Notes will be paid on March 12 and September 12 of each year, commencing September 12, 2024, until the 2054 Maturity Date or earlier redemption.  See “ <i>Description of Notes and Guarantees—Principal and Interest</i> ”.
<b>Status of the Notes</b> .....	The Notes will constitute direct, unsecured, unsubordinated and unconditional obligations of the Issuer, which will at all times rank equally with each other and with all other present and future unsecured and unsubordinated indebtedness of the Issuer (other than obligations mandatorily preferred by law applying to companies generally). See “ <i>Description of Notes and Guarantees—Ranking</i> ”.

<b>Status of the Guarantees</b> . . . . .	The Guarantees will constitute direct, unsecured and unsubordinated obligations of the Guarantor, which will at all times rank equally with all present and future unsecured and unsubordinated obligations of the Guarantor (other than obligations mandatorily preferred by law applying to companies generally). See “ <i>Description of Notes and Guarantees—Guarantees</i> ” and “ <i>Risk Factors—The Guarantees are not full and unconditional obligations of the Guarantor and it may be difficult for Holders to obtain judgments, or enforce judgments obtained, in U.S. courts against the Guarantor</i> ”.
<b>Use of Proceeds</b> . . . . .	The net proceeds of the offering of the Notes will be used for general corporate purposes of the Guarantor and its consolidated subsidiaries. See “ <i>Use of Proceeds</i> ”.
<b>Covenants</b> . . . . .	The Issuer and the Guarantor have agreed to observe certain covenants. See “ <i>Description of Notes and Guarantees—Negative Pledge</i> ”, “ <i>Description of Notes and Guarantees—Consolidation, Merger and Sale of Assets; Substitution of the Issuer</i> ” and “ <i>Description of Notes and Guarantees—Financial Reports</i> ”.
<b>Events of Default</b> . . . . .	For a discussion of certain events that will permit acceleration of the applicable series of Notes, see “ <i>Description of Notes and Guarantees—Events of Default</i> ”.
<b>Optional Redemption</b> . . . . .	The Issuer may redeem any series of Notes, in whole or in part, at the Issuer’s option, at any time and from time to time at an applicable redemption price calculated as set forth under “ <i>Description of Notes and Guarantees—Optional Redemption</i> ”.
<b>Optional Tax Redemption</b> . . . . .	The Issuer may redeem any series of Notes, in whole but not in part, at the Issuer’s option at a redemption price equal to 100% of the principal amount thereof, together with accrued interest, if any, thereon to (but excluding) the redemption date if, on the next succeeding Interest Payment Date, the Issuer would be obligated to pay any Additional Amounts (as defined in the section entitled “ <i>Description of Notes and Guarantees—Payment of Additional Amounts</i> ”) or a demand were to be made under the related Guarantee with respect to any payment under the Notes due on such date and the Guarantor would be obligated to pay any Additional Amounts with respect to the related payment under the related Guarantee and, in either case, this obligation cannot be avoided by the use of reasonable measures available to the Issuer or the Guarantor, as the case may be, as a result of any Tax Law Change (as defined under “ <i>Description of Notes and Guarantees—Optional Tax Redemption</i> ”).
<b>Denomination, Form and Registration of Notes</b> . . . . .	The Notes of each series will be issued in denominations of \$150,000 and integral multiples of

	<p>\$1,000 in excess thereof. The Notes of each series will be represented by global notes, registered in the name of Cede &amp; Co., as nominee for DTC. Beneficial interests in the global notes will be shown on, and transfers thereof will be effected only through, records maintained by DTC and its participants. See “<i>Description of Notes and Guarantees—Book-Entry System; Delivery and Form</i>” and “<i>Description of Notes and Guarantees— Depository Procedures</i>”.</p>
<b>Additional Notes</b> .....	<p>The Issuer may, at its option (but subject to certain limitations), at any time, and without the consent of the Holders of the applicable series of Notes, create and issue additional Notes of such series in one or more transactions with terms (other than the issue price, issue date and, if applicable, the payment of interest accruing prior to the issue date and the date of first payment of interest thereon) identical to the Notes of such series, and such additional Notes shall be consolidated with and form a single series with such series of Notes and shall have the same terms as to status, redemption or otherwise as such series. See “<i>Description of Notes and Guarantees—Additional Notes</i>”.</p>
<b>Transfer Restrictions</b> .....	<p>The Notes have not been, and will not be, registered under the Securities Act or any other applicable securities laws. The Notes are subject to restrictions on transfer and, unless registered under the Securities Act, may only be offered or sold pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state or other securities laws. See “<i>Notice to Investors</i>” and “<i>Plan of Distribution</i>”.</p>
<b>Absence of a Public Market for the Notes</b> .....	<p>The Notes of each series are new securities for which there is currently no established trading market. Accordingly, there can be no assurances as to the development or liquidity of any market for them. The Initial Purchasers have advised us that they intend to make a market in each series of Notes. However, the Initial Purchasers are not obliged to do so and may discontinue such market making at any time without notice. In addition, the ability of the Initial Purchasers to make a market in the Notes may be impacted by changes in any regulatory requirements applicable to the marketing, holding and trading of, and issuing quotations with respect to, the Notes.</p>
<b>No Listing</b> .....	<p>We do not intend to apply for listing of the Notes of any series on any security exchange or for inclusion of the Notes of any series in any automated quotation system.</p>
<b>Fiscal and Paying Agent</b> .....	<p>Citibank, N.A.</p>
<b>Transfer Agent and Registrar</b> .....	<p>Citibank, N.A.</p>



<b>Governing Law and Jurisdiction</b> .....	<p>The Fiscal Agency Agreement and the Notes will be governed by, and construed in accordance with, the laws of the State of New York. The Guarantees will be governed by, and construed in accordance with, the substantive laws of Switzerland.</p> <p>The Issuer and the Guarantor will each irrevocably submit to the exclusive jurisdiction of and venue in any U.S. federal or New York state court in the City and County of New York, in any legal suit, action or proceeding arising out of or based upon the Fiscal Agency Agreement or, in the case of the Issuer, any of the Notes.</p> <p>The courts of the Canton of Vaud, Switzerland (venue being the City of Vevey) shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Guarantees.</p>
<b>Risk Factors</b> .....	<p>Investing in the Notes involves risks. Prior to investing in the Notes, potential investors should consider, together with the other information set out or incorporated by reference in this Offering Memorandum, the factors and risks relating to an investment in the Notes. See “<i>Risk Factors</i>”.</p>
<b>ISIN</b>	
2029 Notes .....	US64105MAA99 (Rule 144A); USU6408XAK55 (Reg S)
2031 Notes .....	US64105MAB72 (Rule 144A); USU6408XAL39 (Reg S)
2034 Notes .....	US64105MAC55 (Rule 144A); USU6408XAM12 (Reg S)
2054 Notes .....	US64105MAD39 (Rule 144A); USU6408XAN94 (Reg S)
<b>CUSIP</b>	
2029 Notes .....	64105M AA9 (Rule 144A); U6408X AK5 (Reg S)
2031 Notes .....	64105M AB7 (Rule 144A); U6408X AL3 (Reg S)
2034 Notes .....	64105M AC5 (Rule 144A); U6408X AM1 (Reg S)
2054 Notes .....	64105M AD3 (Rule 144A); U6408X AN9 (Reg S)
<b>Timing of Delivery</b> .....	<p>The Issuer currently anticipates that delivery of the Notes will occur on or about March 12, 2024. See “<i>Extended Settlement</i>”.</p>

## RISK FACTORS

*Any investment in the Notes is subject to a number of risks. Prior to investing in the Notes, potential investors should consider carefully the factors and risks associated with any investment in the Notes, the business of the Group and the industry in which the Group operates, together with all other information contained in this Offering Memorandum, including, in particular, the risk factors described below and incorporated by reference herein.*

*Each of the Issuer and the Guarantor believes that the following factors may affect its ability to fulfill its obligations under the Notes and the Guarantees which may in turn result in investors losing the value of their investment. Most of these factors are contingencies that may or may not occur, and neither the Issuer nor the Guarantor is in a position to express a view on the likelihood of any such contingency occurring.*

*In addition, factors that are material for the purpose of assessing the market risks associated with Notes are also described below.*

*Each of the Issuer and the Guarantor believes that the factors described below represent the principal risks inherent in investing in the Notes, but the inability of the Issuer or the Guarantor to pay interest, principal or other amounts on or in connection with any Notes or the Guarantees may occur for other reasons that are not currently known to the Issuer and/or the Guarantor or that the Issuer and/or Guarantor currently deem immaterial. Potential investors should also read the detailed information set out elsewhere in this Offering Memorandum (including any documents incorporated by reference herein) and reach their own views prior to making any investment decision. The order in which the risk factors are presented does not necessarily reflect the likelihood of their occurrence or the magnitude or significance of the individual risk factors.*

*Additional risks and uncertainties relating to the Group that are not currently known to the Group, or that it currently deems immaterial, may individually or cumulatively also have an adverse impact on the Group's business, financial condition and results of operations and, if any such risk should occur, the price of the Notes may decline and investors could lose all or part of their investment.*

### **Consumer Risks**

#### ***The Group operates in a competitive environment.***

The business environment in which the Group operates is competitive. In its major markets, the Group competes with other corporations that might also have significant financial resources to respond to and develop the markets in which both they and the Group operate. These resources may be applied to change areas of focus or to increase investments in marketing or new products. This could cause the Group's sales or margins to decrease in these markets.

In addition, the rapid and continuous emergence of new distribution channels, particularly in e-commerce, may create consumer price deflation, affecting the Group's retail customer relationships and presenting additional challenges to increasing prices in response to commodity and other cost increases. Moreover, if the Group is unable to adjust to new distribution channels and developments in e-commerce, the Group may be disadvantaged with certain consumers, which could adversely impact the Group's business, financial condition and results of operations.

#### ***Maintaining, extending and expanding the Group's reputation and brand image are essential to its business success.***

The Group has many iconic brands with long-standing consumer recognition across the globe. The Group's success depends on its ability to maintain the brand image for its existing products, extend its brands to new platforms and expand its brand image with new product offerings.

Reliance on the Group's brands makes the Group vulnerable to brand damage in a variety of ways. For example, the Group could become a victim of a food safety or other compliance issue, product tampering or contamination or brand dilution by people who use any of the Group's brands without its permission, resulting in negative publicity. Damage to the Group's brands could result in the loss of revenue associated with the affected brands and higher costs to address these circumstances, including those associated with any product recall events that may occur.

The Group's success in maintaining, extending and expanding its brand image depends, in part, on its ability to adapt to a rapidly changing media environment. This includes the ability to successfully adapt and scale new technologies including generative artificial intelligence. The Group is increasingly relying on social media and online dissemination of advertising campaigns. The growing use of social and digital media increases the speed and extent that information, including misinformation, and opinions can be shared. Negative posts or comments about the Group; its brands or suppliers; and, in some cases, its competitors on social or digital media, whether or not valid, could seriously damage the Group's brands and reputation.

Furthermore, the Group may fail to invest sufficiently in maintaining, extending and expanding its brand image. If the Group does not successfully maintain, extend and expand its reputation or its brand image, then its business, financial condition and results of operations could be adversely impacted.

***The Group may be unable to anticipate and successfully respond to changes in consumer preferences or trends, which may result in decreased demand for its products.***

The success of the Group depends, in part, on its ability to anticipate the tastes and dietary habits of consumers and to offer products that appeal to their preferences. Consumer preferences are susceptible to change. Any major change in demographics and/or any failure to anticipate, identify or react to changes in consumer preferences or trends or introduce new and improved products on a timely basis could result in reduced demand for the Group's products, which would in turn cause the volume, revenue and operating companies' income to suffer. Moreover, there are inherent marketplace risks associated with new products or packaging introductions, including uncertainties about trade and consumer acceptance.

The Group must distinguish between short-term fads, mid-term trends and long-term changes in consumer preferences. If the Group does not accurately predict if shifts in consumer preferences will be long-term, or if it fails to introduce new and improved products to satisfy those preferences, its sales could decline. In addition, because of its varied consumer base, the Group must offer an array of products that satisfy a broad spectrum of consumer preferences. If the Group fails to expand its product offerings successfully across product categories, or if it does not rapidly develop products in faster growing or more profitable categories, demand for the Group's products could decrease, which could adversely impact its business, financial condition and results of operations.

Successful innovation depends on the Group's ability to correctly anticipate consumer acceptance; to obtain, protect and maintain necessary intellectual property rights; and to avoid infringing upon the intellectual property rights of others. The Group must also successfully respond to new products and technological advances made by competitors. Failure to respond to competitive moves and changing habits of consumers could compromise the Group's competitive position and adversely impact the Group's business, financial condition and results of operations.

There is also the risk that the Group's business, financial condition and results of operations may be adversely impacted by an overall reduction in consumer spending.

***Product recalls and product liability claims could adversely impact the Group.***

The Group has a comprehensive food safety assurance program and implements an array of preventive measures to ensure the safety of its products. Nevertheless, selling products for human and animal use and consumption involves inherent legal and other risks, including contamination or spoilage, misbranding, product tampering and other adulteration. The Group could decide to, or be required to, recall products due to suspected or confirmed product contamination or any other such deficiencies. Product recalls or market withdrawals could result in losses due to their costs, the destruction of product inventory and lost sales due to the unavailability of the product for a period of time.

The Group could be adversely impacted if consumers lose confidence in the safety and quality of certain food products or ingredients or the food safety assurance program generally. Adverse attention about these types of concerns, whether or not valid, may damage certain of the Group's brands and/or the Group's reputation, discourage consumers from buying its products or cause production and delivery disruptions.

The Group may also suffer losses if its products or operations violate applicable laws or regulations, or if its products cause injury, illness or death. In addition, the Group's marketing could face claims of false or deceptive advertising or other criticism. A significant product liability or other legal judgment or a related regulatory enforcement action against the Group, or a significant product recall, may adversely impact the Group's

reputation and profitability. Moreover, even if a product liability or fraud claim is ultimately unsuccessful, has no merit or is not pursued, the negative publicity surrounding assertions against the Group's products or processes could adversely impact its business, financial condition and results of operations.

### **Environmental, Social and Governance Risks**

#### ***The Group is subject to risks arising from the transition to a low-carbon economy.***

Under the Paris Agreement scenario (the climate scenario where warming is well below 2 degrees Celsius, preferably 1.5 degrees Celsius, compared to pre-industrial levels), macro shifts will be required to move the world to a low-carbon economy. Depending on the nature and, particularly, the speed of the transition, varying levels of financial and reputational risks exist. Policy and regulatory changes to constrain emission-intensive activities may include, but are not limited to, adoption of carbon pricing, reforms in agricultural subsidies and incentives for renewable energy. Investments in technology to adapt to and mitigate climate change will carry uncertainty due to the immaturity of technological solutions and regulations. Sector- or business-level reputation may be impacted (positively or negatively depending on the category) by increased stakeholder concern and shifts in consumer sentiment. Consumers may adopt more sustainable choices leading to wide-ranging supply and demand shifts that may vary across different product categories. Competitor responses may change competitive dynamics and impact on the sector's reputation. Increased costs can impact new business models or supply chains. This transition disruption to a low-carbon economy may impact revenue and growth projections, as well as indirectly impact the Group in a number of additional areas, including community relations, employee attraction and engagement. The actions or lack of actions of the Group in this transition could adversely impact its business, financial conditions and results of operations.

#### ***Climate change may have an adverse impact on the Group's business, financial condition and results of operations.***

Climate change is a major global challenge, with shifting weather patterns threatening food security and changes in consumption putting pressure on natural resources. Decreased agricultural productivity in certain regions of the world as a result of changing weather patterns may limit the availability or increase the cost of key agricultural commodities, which are important sources of ingredients for the Group's products. Climate change may also exacerbate water scarcity and cause a further deterioration of water quality in affected regions, which could limit water availability for the Group's water products. Increased frequency or duration of extreme weather conditions could also impair production capabilities, disrupt the Group's supply chain or impact demand for the Group's products. Climate adaptation measures could be implemented to protect current operations. As a result, the effects of climate change could adversely impact our business, financial condition and results of operations.

The Group's business is seasonal in nature, and adverse weather conditions—which may become more extreme and/or more common as a result of climate change—may impact the Group's sales. For example, the Group's water products are subject to seasonal fluctuations in consumer demand. Unusually prolonged periods of cold, heat, rain, blizzards, hurricanes or other severe weather patterns could impact consumer demand for goods associated with the spring and summer.

#### ***The Group is subject to legal risks related to corporate social responsibility.***

The Group's business faces increasing regulation and scrutiny—that could result in increased litigation—related to environmental, social and governance (“ESG”) issues, actions or inactions, including non-financial reporting, sustainable development, product safety, product packaging, product claims and marketing, renewable resources, environmental stewardship, supply chain management, climate change, water usage, ecological and biodiversity impacts, diversity and inclusion, workplace conduct, human rights and environmental due diligence, ethical business conduct, philanthropy and support for local communities. If the Group fails to comply with such expectations or new rules and regulations, the Group's reputation and brand image could be damaged and its business, financial condition and results of operations could be adversely impacted.

Further, the Group seeks to conduct its business in an ethical and socially responsible way, through sustainable business practices and various programs committed to sustainability, human rights and compliance, which it regards as essential to maximizing shareholder value while enhancing community positive impact and

environmental stewardship. Implementation of these programs, including the Group's commitments to net zero greenhouse gas emissions, sustainable packaging, human rights, affordable nutrition and other ESG-related areas, which the Group may not be able to achieve for reasons beyond its control, can require significant expenditures of financial and employee resources and may also increase the Group's exposure if the Group fails to meet its ESG targets.

## **Operational Risks**

***Price changes for raw materials and commodities may adversely impact the Group's business, financial condition and results of operations.***

The Group relies to a varying degree on the sourcing of raw materials from around the world. This exposes the Group to price fluctuations and supply uncertainties that are subject to factors such as commodity market price volatility, currency fluctuations, conflicts, geopolitical tensions, changes in governmental agricultural programs, harvest and weather conditions including longer-term changes in weather patterns, water shortages, crop disease, crop yields, alternative crops and by-product values. Underlying base material price changes may result in unexpected increases in raw material and packaging costs and the Group may be unable to fully reflect these increases by raising prices without suffering reduced volume, revenue and operating income.

The ability to maintain the profitability of products containing tradeable commodities is largely dependent on cost management capacity of both direct and indirect materials, including energy, as well as market competitiveness. A significant or sustained decrease in the sale price of products based on commodities such as coffee, cocoa or milk products could have an adverse impact on the business, financial condition and results of operations of the Group.

Although the Group monitors its exposure to commodity prices and seeks to hedge against price changes for raw materials and commodities to the extent it deems appropriate, it does not fully hedge against changes in raw materials or commodity prices, and its hedging strategies may not protect the Group from increases in specific raw materials costs.

Should the price of commodities decline over a period of time, producers of raw materials may diversify their product range, which may restrict the availability of raw materials.

In addition, various governments throughout the world are considering regulatory proposals relating to genetically modified organisms or ingredients, food safety and market and environmental regulation that, if adopted, would increase costs. If any of these or other proposals are enacted, the Group may experience difficulties in supply and may be unable to pass on the cost increases to consumers without incurring volume loss as a result of higher prices.

***Price increases may not be sufficient to offset cost increases and maintain profitability or may result in sales volume declines associated with pricing elasticity.***

The Group may be able to pass some or all raw material, energy and other input cost increases to customers by increasing the selling prices of its products or decreasing the size of its products; however, higher product prices or decreased product sizes may also result in a reduction in sales volume and/or consumption. In response to customer, competitor or regulatory pressures or actions our ability to increase prices may be delayed or restricted, or we may need to decrease prices depending on the circumstances. If the Group is not able to increase selling prices or reduce product sizes sufficiently, or in a timely manner, to offset increased raw material, energy or other input costs, including packaging, freight, direct labor, overhead and employee benefits, or if sales volume decreases significantly, there could be a negative impact on the Group's financial condition and results of operations.

During challenging economic times, consumers may be less willing or able to pay a price premium for the Group's branded products and may shift purchases to lower-priced or other value offerings, making it more difficult for the Group to maintain prices and/or effectively implement price increases. If the Group is unable to maintain or increase prices for its products or must increase promotional activity, the Group's revenue and operating income may be adversely affected. Furthermore, price increases generally result in volume losses, as consumers purchase fewer units. If such losses are greater than expected or if the Group loses distribution due to a price increase, the Group's business, financial condition and results of operations may be adversely affected.



***Changes in the retail landscape or the loss of key retail customers could impact the Group's business, financial condition and results of operations.***

Consolidation, growth of e-commerce channels and technology developments are changing the retail and commercial landscape.

Retail and customer consolidation may continue resulting in fewer, larger customers for our business across a number of distribution channels. Large customers and customer buying alliances may leverage their positions to request more favorable terms, which may have an impact on our pricing ability, shelf space allocations, product listings, promotional programs and/or payment terms. Our business will be adversely affected if we are unable to maintain and develop successful relationships with key customers operating across different retail landscapes including traditional retail, discounter, e-commerce and emerging channels. Furthermore, disputes with significant customers may adversely affect our ability to supply products or meet our commercial objectives.

In addition, larger retailers have scale to develop and market their own private label products that compete with some of our products. If consumers prefer or choose to purchase private label products, this may affect our market share or sales volumes, or we may need to shift our product mix to lower margin offerings.

Technology-based systems and applications including e-commerce websites and mobile commerce applications are changing the retail landscape in many geographies. If we are unable to adjust to these developments, including by improving our digital capabilities, tools and solutions for customers, we may be disadvantaged in key and emerging channels.

***The ability to attract and retain highly skilled and talented employees is critical to the success of the Group.***

The success of the Group depends on its ability to attract and retain a highly skilled and talented workforce. The Group may not be able to successfully compete for and attract the high-quality employee talent it wants and its future business needs may require. Any unplanned turnover or unsuccessful implementation of the Group's succession plans to backfill current leadership positions, or to hire, train, develop and retain a highly talented workforce could deplete the Group's institutional knowledge base and erode its competitive advantage or result in increased costs due to increased competition for employees, higher employee turnover or increased employee benefit costs. Any of the foregoing could adversely impact the Group's reputation, business, financial condition or results of operations.

***Prolonged negative perceptions concerning health implications of certain foods could lead to an increase in regulation of the food industry or influence consumer preferences, which may adversely impact the Group's brands, reputation and results of operations.***

The food industry as a whole is faced with the global challenge of rapidly rising obesity levels. The Group makes all of its products available in a range of sizes and varieties designed to meet all needs and all occasions. There is a possibility, however, of governments taking action against the food industry, for example, by levying additional taxes on products with high calories or salt levels or by restricting the advertising of products of this type. Further, even absent additional regulation, consumers may change their purchasing or consumption habits in response to perceived health concerns. Additionally, the development of medical treatments, including prescription weight loss drugs, may change consumer purchasing or consumption habits. Such actions or shifting preferences could have an adverse impact on the Group's brands, reputation and results of operations.

***A significant disruption in one or many of the Group's manufacturing facilities or to the Group's suppliers could impact the Group's business, financial condition and results of operations.***

The Group's manufacturing facilities and/or suppliers could be disrupted for reasons beyond the Group's control. These disruptions may include extremes of natural hazards, fire, supplies of materials or services, system failures, workforce actions, political instability, environmental issues or an event such as infectious disease. The Group takes measures to limit these risks, and, in particular, the decentralized nature of the Group's manufacturing assets helps to limit the impact that any local disruption may have on the Group's manufacturing capabilities. However, any significant manufacturing disruptions or a major event in one of the Group's key plants, at a key supplier, contract manufacturer, co-packer and/or warehouse facility could lead to a supply disruption and adversely impact the Group's ability to make and sell products, which could adversely impact the Group's business, financial condition and results of operations. Shifts in production patterns and economic and social inequality in supply chains could also result in capacity constraints, as well as reputational damage.

***If the Group does not realize the economic benefits it anticipates from its productivity and cost-saving initiatives or is unable to successfully manage such initiatives' possible negative consequences, the Group's business, financial condition and results of operations could be adversely impacted.***

The Group has implemented a number of productivity and cost-savings initiatives that it believes are important to position its business for future success and growth. The Group's future success may depend upon its ability to realize the benefits of its productivity and cost-savings initiatives. In addition, certain of the Group's initiatives may lead to increased costs in other aspects of its business such as increased outsourcing or distribution costs. Some of the actions the Group takes in furtherance of its productivity and cost-savings initiatives may become a distraction for its managers and employees and may disrupt its ongoing business operations; cause deterioration in employee morale, which may make it more difficult for us to retain or attract qualified managers and employees; disrupt or weaken the internal control structures of the affected business operations; and give rise to negative publicity, which could affect the reputation of the Group's brands. If the Group is unable to successfully manage the possible negative consequences of its productivity and cost-savings initiatives, the Group's business, financial condition and results of operations could be adversely impacted.

***Disruption impacting the reliability, security and privacy of data, as well as the Group's software applications, is a threat.***

The Group depends on accurate, timely information and numerical data from key software applications to enable day-to-day decision-making. The Group also uses computer systems to monitor financial conditions and daily cash flows and to process payments to internal and external counterparties. The management of daily cash flows at Group companies depends on the timely receipt of funds from external institutions who act as counterparties to financial transactions, such as bonds, swaps or other derivative financial instruments. In addition, the Group's information technology systems may be vulnerable to damage or interruption from circumstances beyond the Group's control, including fire, natural disasters, power outages, systems failures, security breaches, cyberattacks, ransomware and computer viruses. Increased cybersecurity threats pose a potential risk to the security and viability of our information technology systems, as well as the confidentiality, integrity and availability of the data stored on those systems.

Any disruption caused by a failure, damage or interruption of, or cybersecurity threat to, a key software application, underlying equipment or communication networks, for whatever reason, could delay day-to-day decision-making, payment processes, manufacturing processes or product delivery and/or cause the Group adverse financial losses. Moreover, restoring or recreating information that has been lost could be costly, difficult or even impossible. Changes in the regulatory environment regarding data privacy and protection could have an adverse impact on the Group's business. Further, to the extent that the Group may have customer or consumer information in its databases, any unauthorized disclosure of, or access to, such information could result in claims, fines or other obligations under data privacy and protection laws and regulations, as well as financial and reputational damage. Additionally, if the Group's initiatives, such as those related to e-commerce and digital commerce, increase the amount of confidential information that the Group processes and maintains, this could increase the Group's potential exposure to a cybersecurity breach.

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

The success of the branded goods industry in general and the Group's business in particular depends, in large part, on the Group's ability to protect its current and future trademarks, brand names and trade names and to defend the Group's intellectual property rights. The Group has invested considerable effort in protecting its intellectual property rights, including registering trademarks and domain names. The Group cannot, however, be certain that the measures it has taken to protect its intellectual property rights will be sufficient or that third parties will not infringe or misappropriate its intellectual property rights. Given the attractiveness of the Group's brands to consumers, the Group is subject to the risk of third parties manufacturing counterfeit or similar products or using its trademarks or brand names without the Group's permission. The Group cannot be certain that the steps it takes to prevent, detect and eliminate counterfeit products will be effective in preventing material loss of profits or erosion of brand equity resulting from lower-quality, or even dangerous, counterfeit products reaching the market. Moreover, certain countries in which the Group operates offer less intellectual property protection than is available in North America and Europe. If the Group is unable to protect its intellectual property against infringement or misappropriation, this could adversely impact the Group's business, financial condition and results of operations.

***The Group's strategy of growth through acquisitions and investments may not be successful.***

From time to time, the Group may evaluate acquisition candidates, alliances, joint ventures or investments that may strategically fit its business objectives. Such acquisitions, alliances, joint ventures and investments may expose the Group to unknown liabilities and may lead the Group to incur impairments, additional debt, related interest expense and increase the Group's contingent liabilities.

The Group may not be able to successfully produce, market or sell the products of brands it acquires, and integrating acquired brands so they conform to the Group's trade practice standards may prove challenging and costly, may not deliver the anticipated benefits, cost savings or synergies, and may cause an impairment of goodwill and/or intangible assets.

In addition, the Group may not be able to find suitable targets for acquisitions, alliances, joint ventures or investments on acceptable terms and conditions in the future.

**Legal and Regulatory Risks**

***Changes in, or failure to comply with, the laws and regulations applicable to the Group's products or its business could adversely impact the Group's business, financial condition and results of operations.***

The Group is subject to various laws and regulations in numerous countries throughout the world in which it does business, including laws and regulations relating to competition, product safety, advertising and labeling, recycling and product stewardship, the protection of the environment and employment and labor practices. Changes in applicable laws or regulations or increased disclosures on environmental, social and governance performance or evolving interpretations thereof may result in increased compliance costs, capital expenditures and other financial obligations for the Group, as well as reputational damage. For example, increased or additional regulations to discourage the use of plastic, including regulations relating to recovery and/or disposal of plastic packaging materials due to environmental concerns could impact its profitability or may impede the production, distribution, marketing and sale of its products, which could adversely impact the Group's reputation, business, financial condition and results of operations.

In addition, failure to comply with privacy laws and regulations such as the General Data Protection Regulation, anti-corruption laws such as the U.S. Foreign Corrupt Practices Act and other applicable laws or regulations could result in the assessment of damages, the imposition of penalties, suspension of production or distribution, costly changes to equipment or processes due to required corrective action or a cessation or interruption of operations at the Group's facilities (or those of suppliers), as well as damage to its image and reputation, all of which could harm the Group's business, financial condition and results of operations.

Further, the Group conducts business in certain countries that are the target of trade sanctions imposed by the United States, the European Union (the "EU") and other countries. Such trade sanctions notably prohibit transactions with certain financial institutions and certain persons. If the Group fails to comply with these trade sanctions, it could be subject to criminal penalties and/or significant financial penalties.

Some of the Group's products, especially in its Nutrition and Health Science products segment, are subject to regulation by the U.S. Food and Drug Administration (the "FDA") and numerous international, supranational, federal and state authorities. The process of obtaining regulatory approvals to market a drug or other healthcare product can be costly and time-consuming, and approvals might not be granted for future products, or additional indications or uses of existing products, on a timely basis, if at all. Delays in the receipt of, or failure to obtain, approvals for future products, or new indications and uses, could result in delayed realization of product revenues, reduction in revenues and substantial additional costs. In addition, no assurance can be given that the Group will remain in compliance with applicable FDA and other regulatory requirements once approval or marketing authorization has been obtained for a product. Possible regulatory actions for noncompliance could include warning letters, fines, damages, injunctions, civil penalties, recalls, seizures of the Group's products and criminal prosecution, any of which could negatively impact the Group's business, financial condition and results of operations.

***Significant additional labeling or warning requirements or limitations on the marketing or sale of the Group's products may reduce demand for such products and could adversely impact the Group's business, financial condition or results of operations.***

Certain jurisdictions in which the Group's products are made, manufactured, distributed or sold have either imposed, or are considering imposing, product labeling or warning requirements or limitations on the marketing

or sale of certain of its products as a result of ingredients or substances contained in such products. These types of provisions have required that the Group provide a label that highlights perceived concerns about a product or warns consumers to avoid consumption of certain ingredients or substances present in the Group's products. For instance, a number of jurisdictions have imposed or are considering imposing labeling requirements, including color-coded labeling of certain food and beverage products where colors such as red, yellow and green are used to indicate various levels of a particular ingredient, such as sugar, sodium or saturated fat. The imposition or proposed imposition of additional product labeling or warning requirements could reduce overall consumption of the Group's products, lead to negative publicity (whether based on scientific fact or not) or leave consumers with the perception (whether or not valid) that its products do not meet their health and wellness needs. Such factors could adversely impact the Group's business, financial condition or results of operations.

***Failure to comply with environmental, occupational health and safety laws and regulations of the countries in which the Group operates could adversely impact the Group's business, financial condition and results of operations.***

The Group is subject to various environmental laws and regulations in numerous countries throughout the world in which it does business and has to comply with legislation concerning the protection of the environment, including the use of natural resources (e.g., water), the release of air emissions and wastewater, and the generation, storage, handling, transportation, treatment and disposal of waste materials. In the ordinary course of business, the Group's operations are subject to internal environmental policy and management procedures, environmental inspections and monitoring by governmental enforcement authorities. Costs may be incurred, including fines, damages, environmental investigations and cleanup costs and criminal or civil sanctions, or interruptions may be experienced in operations for actual or alleged violations arising under any environmental laws. Moreover, the Group's production facilities require operating permits that are subject to renewal, modification and, in certain circumstances, revocation. Violations of permit requirements can also result in restrictions or prohibitions on plant operations, substantial fines and civil or criminal sanctions. Environmental legislation is also increasingly imposing requirements on the Group's products and packaging (e.g., eco-taxes or deposits), which affect costs.

Similarly, the Group is subject to various health and safety laws and regulations in numerous countries throughout the world in which it operates and has to comply with legislation concerning the protection of the health and welfare of employees and contractors. Despite the Group's internal policy decisions on safety, the training provided to employees, accident prevention and awareness, the risk of accidents and/or long-term health impacts cannot be excluded. Costs may be incurred, including fines, damages and criminal or civil sanctions, or interruptions may result, from actual or alleged violations arising under any health and safety laws and/or regulations.

The failure to comply with any such laws may also adversely impact the Group's reputation.

***The results of litigation claims and legal proceedings cannot be predicted and may adversely impact the Group.***

Several of the Group's companies are party to litigation claims and legal proceedings arising out of the ordinary course of business. The relevant companies in the Group believe that there are valid defenses for the claims and proceedings and such companies intend to defend any such litigation claim or legal proceeding. However, the results of litigation and legal proceedings cannot be predicted with certainty. In the event that the relevant companies' assessment of the various litigation or legal proceedings proves inaccurate or litigation, claims, proceedings, inquiries or investigations that are material arise in the future, there may be an adverse impact on the Group's business, financial condition or results of operations. Responding to litigation claims, legal proceedings, inquiries and investigations, even those that are ultimately non-meritorious, may also require the Group to incur significant expense and devote significant resources.

***Changes in tax laws and interpretations could adversely impact our business.***

The Group is subject to income and other taxes in the jurisdictions in which it operates. The Group's domestic and foreign tax liabilities are dependent on the jurisdictions in which our operations are determined to be taxable. A number of factors influence the Group's effective tax rate, including changes in tax laws and treaties as well as the interpretation of existing laws and rules in the jurisdictions in which the Group operates.

Significant judgment, knowledge and experience are required as to the interpretation and application of these rules. The Group's future effective tax rate is impacted by a number of factors including changes in the valuation of our deferred tax assets and liabilities, increases in expenses not deductible for tax and changes in available tax credits. In the ordinary course of our business, there are many transactions and calculations where the ultimate tax determination is uncertain. In addition, federal, state and local governments and administrative bodies within various jurisdictions have implemented, or are considering, a variety of broad tax, trade and other regulatory reforms that may impact us.

Developments in international tax reforms, either already implemented or being considered, may impact us. This includes the Organization for Economic Co-operation and Development's initiative to combat base erosion and profit shifting, which has led to the development of a number of measures that countries have already introduced or plan to introduce, including the Pillar Two initiative. The Pillar Two initiative is focused on the global introduction of a minimum tax for large multinational enterprise groups (such as the Group) in accordance with the Pillar Two Model Rules, with the possibility of top-up taxes on profits determined on a jurisdictional basis in any jurisdiction whenever the effective tax rate is below the minimum tax of 15%. Various countries have enacted or intend to enact legislation to either fully or partially implement the Pillar Two Model Rules. The status of the enactment of and the scope of the Pillar Two Model Rules covered (or proposed to be covered) by such legislation vary from country to country. With effect from fiscal years commencing on January 1, 2024, Pillar Two legislation has been enacted or substantively enacted in Switzerland and in other jurisdictions where the Group operates. The Group has performed an assessment of its potential exposure to the Pillar Two initiative. Based on the latest information available at the end of 2023, the impact of this initiative is not expected to have a material impact on the Group.

Increases in or the imposition of new taxes on our business operations or products would increase the cost of products or, to the extent levied directly on consumers, make our products less affordable, which may negatively impact our net operating revenues and profitability. The Group is also regularly subject to audits by tax authorities. Although the Group believes its tax estimates are reasonable, the final determination of tax audits and any related litigation could be materially different from our historical income tax provisions and accruals. Economic and political pressures to increase tax revenue in various jurisdictions may make resolving tax disputes more difficult. The occurrence of any of the foregoing tax risks could have an adverse impact on our business, financial condition and results of operations.

***The Group's results could be adversely impacted as a result of increased obligations under its retirement benefit schemes.***

The Group has various retirement benefit schemes which are funded via investments in equities, bonds and other external assets, the liabilities for which reflect the latest salary levels. The values of such assets are dependent on, among other things, the performance of the equity and debt markets, which are volatile. Any shortfall in the Group's funding obligations may require significant additional funding from the employing entities, which may adversely impact the Group's results of operations.

### **Economic and Political Risks**

***Changes to international trade policies, treaties and tariffs, or the emergence of a trade war, could adversely impact the Group's business, financial condition and results of operations.***

Changes to international trade policies, treaties and tariffs, or the perception that these changes could occur, could adversely impact the financial and economic conditions of some or all of the jurisdictions in which the Group operates. Any trade tensions or trade wars, for example, between the United States and China, or changes in the EU, or news and rumors of a potential trade war, could have an adverse impact on the Group's business, financial condition and results of operations. Additionally, the imposition of increased or new tariffs could increase the Group's costs and require the Group to raise prices on certain of its products, which may adversely impact the demand for such products. If the Group is not successful in offsetting the impacts of any such tariffs, the Group's business, financial condition and results of operations could be adversely impacted.

***Adverse economic, political and business conditions or other developments, as well as other geopolitical risks, such as armed conflict or terrorism, in the countries in which the Group operates, may adversely impact the Group's business, financial condition and results of operations.***

The Group sells products in more than 180 countries worldwide, so its business is subject to a variety of risks and uncertainties related to trading in many different countries, including political, economic or social



upheaval. Such upheaval could lead governments to make changes, including the imposition of sanctions, import, investment or currency restrictions, such as tariffs and import quotas and restrictions on the repatriation of earnings and capital, or changes in trade regulation. Any trade tensions or trade wars, for example, between the United States and China, or changes in the EU, or news and rumors of a potential trade war could negatively impact the Group's operations and sales. In addition, the loosening of any such restrictions impacting the Group's competitors could lead to increased competition in some of the Group's markets, negatively impact the Group's market share and adversely impact the Group's business, financial conditions and results of operations.

Political, fiscal or social unrest, potential health issues (including pandemic issues), conflict and terrorist threats or acts may also occur in various places around the world, which could have an impact on trade, infrastructure, tourism and travel. These disruptions may directly impact the Group's physical facilities and ability to operate (e.g., access to energy), along with that of the Group's suppliers' or customers' physical facilities and operations. In addition, terrorist threats or acts may make travel and the transportation of supplies and products more difficult and more expensive and ultimately impact the Group's operating results.

Unfavorable global economic conditions, such as a recession or economic slowdown could adversely impact the Group's sales and profitability. Under difficult economic conditions, consumers may seek to reduce discretionary spending by foregoing purchases of the Group's products. The Group cannot predict how current or future global economic conditions will impact the Group's customers, consumers, suppliers, distributors or other third parties and any negative impact on the foregoing may also have an adverse impact on the Group's business, financial condition or results of operations.

Following the outbreak of the war in Ukraine in late February 2022, several countries imposed sanctions on Russia, Belarus and certain regions of Ukraine. These new circumstances limited the freedom of Nestlé's Russia-region businesses (the "*Nestlé Russia Region Businesses*", which includes the Nestlé businesses in the Russian Federation, Belarus and countries managed by and highly dependent on Nestlé Russia, including Kazakhstan, Uzbekistan, Georgia, Armenia, Azerbaijan, Turkmenistan, Tajikistan, Kyrgyzstan and Mongolia) to operate. The Group has assessed and confirmed that the changes in the legal and operating environment of Russia and Ukraine have not impacted the ability to exercise control over the Group entities in these countries. The implications for the Group and the global economy of the war in Ukraine as well as potential escalations are highly uncertain, and remain difficult to predict or quantify.

Hamas's attack on Israel in October 2023, the current armed conflict in Israel and Gaza and related hostile actions in the Red Sea have potential implications involving, but not limited to, the global economy, market conditions, political and social instability, supply chain disruptions, regulatory uncertainty, sanctions, export restrictions, security events and terrorist attacks as well as conflict contagion. The implications for the Group of the conflict, as well as potential escalations, are highly uncertain and remain difficult to predict or quantify.

Any of these developments and uncertainties may have a significant adverse effect on the Group's business, financial condition and results of operations.

***Currency fluctuations could adversely impact the financial condition of the Group.***

The Group operates in many different countries and thus is subject to currency fluctuations, both in terms of its trading activities and the translation of its financial statements. While the Group uses short-term hedging for trading activities, it does not believe that it is appropriate or practicable to hedge long-term translation exposure. The Group does, however, seek some mitigation of such translation exposure by relating the currencies of trading cash flows to those of its debt by using broadly similar interest cover ratios. If the Group experiences significant currency fluctuations or is unable to use effectively similar interest cover ratios, then the Group's financial condition could be adversely impacted.

***Changes in interest rates could adversely impact the Group's results of operations.***

The Group holds a substantial volume of interest rate sensitive financial assets, liabilities and derivatives for operational, financing and investment activities. Changes in interest rates can have adverse impacts on the financial condition and operating results of the Group. In order to mitigate the impact of interest rate risk, the Group continually assesses the exposure of the Group to this risk. Interest rate risk is managed and hedged through the use of derivative financial instruments, such as interest rate swaps and forward rate agreements. When deemed appropriate, there might be unhedged positions.



***Global capital and credit markets could adversely impact the Group's liquidity, increase its costs of borrowing and disrupt the operations of its suppliers and customers.***

Certain of the Group's companies raise finance by the issuance of term debt, principally in the capital markets. Therefore, the Group depends on broad access to these capital markets and investors. Changes in demand for term debt instruments in the capital markets could limit the ability of the Group to fund operations.

In connection with its financing activities, the Group deals with many banks and financial institutions and thus is exposed to a risk of loss in the event of non-performance by the counterparties to financial instruments. While the Group seeks to limit such risk by dealing with counterparties which have high credit ratings, the Group cannot give assurances that counterparties will fulfill their obligations, the failure of which could adversely impact the Group's business, financial condition and results of operations.

In addition, increases in the cost of borrowing could negatively impact the operating results of the Group. Increases in borrowing costs could arise from changes in demand for term debt instruments in the capital markets and a decreasing willingness of banks to provide credit lines and loans.

The Group's business could also be negatively impacted if its suppliers or customers experience disruptions resulting from tighter capital and credit markets or a slowdown in the general economy.

### **Risks Related to the Notes**

***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 such investor's own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the merits and risks of investing in the Notes;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of their particular financial situation, an investment in the Notes and the impact such investment will have on their overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) know that it may not be possible to dispose of the Notes for a substantial period of time, if at all;
- (v) understand thoroughly the terms of the Notes and be familiar with the behavior of any relevant indices and financial markets; and
- (vi) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may impact their investment and their ability to bear the applicable risks.

A potential investor should not invest in the Notes unless such potential investor has the expertise (either alone or with the help of a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of such Notes and the impact this investment will have on the potential investor's overall investment portfolio. The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities, and each potential investor should consult their legal advisers or the appropriate regulators.

***An active trading market for the Notes may not develop, and the transfer of the Notes will be subject to restrictions.***

The Notes of each series are a class of debt securities that have never been traded. We do not intend to apply for a listing of any series of Notes on a stock exchange or for inclusion of any series of Notes on any automated quotation system. The Initial Purchasers have informed us that they intend to make a market in each series of Notes. However, the Initial Purchasers are not obliged to do so, and may discontinue such market making at any time without notice. To the extent that an active trading market does not develop, the liquidity and trading prices for the Notes will be harmed. The liquidity and future trading prices of the Notes will depend on

many factors, including, among other things, the number of holders of the Notes, prevailing interest rates, our results of operations and financial condition, the market for similar securities and the ability of securities dealers to make a market (including as a result of regulatory developments) and the interest of securities dealers in making a market in the Notes. An active trading market for any series of Notes may not develop, or if one does develop, it may not be sustained.

The Notes and the Guarantees have not been registered under the Securities Act or the securities laws of any other jurisdiction and neither the Issuer nor the Guarantor have any obligation or intention to subsequently register or exchange registered securities for the Notes or the Guarantees. As a result, the Notes may only be transferred or resold pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable U.S. state securities laws. In the absence of such registration exemption or transaction, a Holder's ability to transfer the Notes will be significantly restricted. See "*Notice to Investors*".

***The trading market for debt securities may be volatile and may be adversely impacted by many events.***

The market for debt securities is influenced by economic and market conditions, interest rates, investors' expectations of changes in interest rates and currency exchange rates. Global events may lead to market volatility, which may have an adverse impact on the price of the Notes.

***The Notes are structurally subordinated to all of the debt and liabilities of the Guarantor's subsidiaries, except the Issuer.***

The Notes of each series are obligations of the Issuer and are guaranteed exclusively by the Guarantor. No direct or indirect subsidiary of the Guarantor will guarantee the Notes. Other than as set forth in "*Description of Notes and Guarantees—Negative Pledge*", the Notes and the Guarantees do not restrict the ability of the Guarantor, the Issuer or any of the Guarantor's direct or indirect subsidiaries to incur indebtedness or other liabilities.

Holders will have a direct claim based on the Notes and the Guarantees against the Issuer and the Guarantor, respectively, but will not have a direct claim based on the Notes or the Guarantees against any subsidiary of the Guarantor other than the Issuer, including operating or asset-holding subsidiaries. The right of the Holders to receive payments under the Notes and the Guarantees will be structurally subordinated to all liabilities of the Guarantor's subsidiaries (other than the Issuer), including the Guarantor's operating and asset-holding subsidiaries and associated companies.

In the event of a bankruptcy, liquidation, reorganization or similar proceeding relating to a subsidiary of the Guarantor (other than the Issuer), the right of Holders 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 have direct claims against such subsidiary. In any of the foregoing events, there can be no assurance to Holders that there will be sufficient assets to pay amounts due on the Notes. See "*Description of Notes and Guarantees—Ranking*" and "*Description of Notes and Guarantees—Guarantees*".

***The Notes are unsecured obligations of the Issuer and are effectively subordinated to secured obligations on insolvency.***

Persons who are holders of secured obligations of the Issuer will have claims that are prior to the claims of Holders to the extent of the value of the assets securing those other obligations. The Notes are effectively subordinated to secured indebtedness to the extent of the value of the assets securing those other obligations. In the event of any distribution of assets or payment in any foreclosure, dissolution, winding-up, liquidation, reorganization or other bankruptcy proceeding, the assets securing the claims of secured creditors will be available to satisfy the claims of those creditors, if any, before they are available to unsecured creditors, including the Holders. In any of the foregoing events, there is no assurance to Holders that there will be sufficient assets to pay amounts due on the Notes.

***The Guarantor is a holding company and is dependent on the business of its subsidiaries to satisfy its financial obligations, if any, under the Guarantees.***

The Guarantor is a holding company. The Guarantor's only material assets are its ownership interests in its subsidiaries. The ability of the Guarantor to meet its financial obligations, if any, under the Guarantees is dependent upon the availability of cash flows from its subsidiaries and affiliated companies through dividends, intercompany advances and other payments.

The Guarantor cannot assure the Holders that the operating results of its subsidiaries at any given time will be sufficient to make distributions or other payments to it or that any distributions and/or payments will be adequate to meet its financial obligations, if any, under the Guarantees when due.

***The Issuer is a finance subsidiary and its ability to satisfy its obligations under the Notes is dependent upon intercompany transfers.***

The Issuer is a finance subsidiary and has no operations other than in such capacity. As a finance subsidiary, the Issuer is dependent upon intercompany transfers of funds from the Group to meet its financial obligations under the Notes. Our ability to make such transfers may be restricted by, among other things, applicable laws as well as agreements to which we may be a party. Therefore, the Issuer's ability to make payments in respect of the Notes is dependent on our performance and may be limited.

***The Group, including the Issuer, may incur substantially more debt in the future.***

The Group, including the Issuer, may incur substantial additional indebtedness in the future, some of which may be structurally senior in right of payment to the Notes, including in connection with future acquisitions and some of which may be secured by the Group's assets. The terms of the Notes will not limit the amount of indebtedness the Group may incur. Any such incurrence of additional indebtedness could exacerbate the related risks that the Group now faces.

***The Notes will initially be held in book-entry form and therefore owners of book-entry interests in the Notes must rely on the procedures of relevant clearing systems to exercise any rights and remedies.***

Owners of book-entry interests will not be considered Holders. DTC, or its nominee, will be the Holder for the benefit of its participants, including Euroclear and Clearstream. After payment to the Holders, the Issuer will have no responsibility or liability for the payment of interest, principal or other amounts to the owners of book-entry interests. Accordingly, if a person owns a book-entry interest in the Notes, they must rely on the procedures of DTC, and if such person is not a participant in DTC, on the procedures of the participants through which they own their interest, to exercise any rights and obligations of a beneficial holder under the Notes and the Fiscal Agency Agreement. See "*Description of Notes and Guarantees—Book-Entry System; Delivery and Form*" and "*Description of Notes and Guarantees—Depository Procedures*".

Unlike the Holders themselves, owners of book-entry interests in the Notes will not have any direct rights to act upon the Issuer's or the Guarantor's solicitations for consents, requests for waivers or other actions from Holders. Instead, all persons who own a book-entry interest in the Notes will be permitted to act only to the extent that they have received appropriate proxies to do so from DTC, or, if applicable, from a participant. There can be no assurance that procedures implemented for the granting of such proxies will be sufficient to enable persons who own book-entry interests in the Notes to vote on any matters on a timely basis.

Similarly, upon the occurrence of an Event of Default (as defined and described in "*Description of Notes—Events of Default*") with respect to a series of Notes, all persons who own a book-entry interest in the Notes of such series will be restricted to acting through DTC. The procedures to be implemented through DTC may not be adequate to ensure the timely exercise of rights under the Notes of such series. See "*Description of Notes and Guarantees—Book-Entry System; Delivery and Form*" and "*Description of Notes and Guarantees—Depository Procedures*".

***The Notes are subject to optional redemption, which may limit their market value.***

The optional redemption feature of the Notes is likely to limit their market value. During any period when the Issuer may elect to redeem the Notes of a series, the market value of the Notes of such series 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 the Notes of a series when its cost of borrowing is lower than the interest rate on the Notes of such series. At those times, an investor may not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes of the series 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.

***Holder's rights under the Fiscal Agency Agreement, the Notes and the Guarantees may be altered without their consent.***

The terms of the Fiscal Agency Agreement, the Notes and the Guarantees provide that the Issuer, the Guarantor and the Fiscal Agent, as the case may be, may, without the consent of any Holder, agree to certain amendments and modifications to the provisions of the Fiscal Agency Agreement, the Notes and the Guarantees, including any change that does not materially adversely affect the terms of the Notes of an applicable series or the interests of the Holders thereof and any amendment or modification which is made to cure any ambiguity, omission, defect, mistake or inconsistency, in the circumstances described in “*Description of Notes and Guarantees—Amendments*”.

***An investment in the Notes involves risks relating to changes in the interest rate environment.***

A Holder of a Note is exposed to the risk that the price of such Note could fall as a result of changes in the market interest rate. While the nominal interest rate of the Notes of each series specified herein is fixed during the life of such Notes, the current interest rate on the capital markets (the “*market interest rate*”) typically changes on a daily basis. As the market interest rate changes, the price of the Notes of each series would typically change in the opposite direction. If the market interest rate increases, the price of the Notes of each series would typically fall, until the yield of such Notes is approximately equal to the market interest rate. If the market interest rate falls, the price of the Notes of each series would typically increase, until the yield of such Notes is approximately equal to the market interest rate. Changes in the market interest rate are typically relevant to Holders intending to sell their Notes prior to the maturity date, or in the case that the Notes of a series are redeemed by the Issuer prior to the stated maturity.

***Under certain circumstances, a court could cancel the Notes and the Guarantees under fraudulent transfer and conveyance laws.***

The issuance of the Notes and the Guarantees may be subject to further review under fraudulent transfer and conveyance laws. If either the Issuer or the Guarantor becomes a debtor in a case under the U.S. Bankruptcy Code or encounters other financial difficulty, a court might void such debtor’s obligations under the Notes or the Guarantees, as applicable. A court might do so if it found that the Issuer and/or the Guarantor:

- issued the Notes or the Guarantees (as applicable) with the intent of hindering, delaying or defrauding any present or future creditor; or
- received less than reasonably equivalent value or fair consideration for the issuance of the Notes or for the incurrence of the Guarantees; and
  - was insolvent or rendered insolvent by reason of such issuance or incurrence;
  - was engaged in a business or transaction for which the Issuer’s or the Guarantor’s remaining assets constituted unreasonably small capital;
  - intended to incur, or believed that it would incur, debts beyond its ability to pay as they mature; or
  - was defendant in an action for money damages against such person if, in either case, after final judgment, the judgment was unsatisfied.

If a court were to find that the issuance of the Notes or the Guarantees was a fraudulent transfer or conveyance, the court could void the payment obligations under the Notes or the Guarantees and require the return of any payment or the return of any realized value with respect to the Notes or the Guarantees. In addition, under the circumstances described above, a court could subordinate rather than void obligations under the Notes or the Guarantees.

The test for determining solvency for purposes of the foregoing will vary depending on the law of the jurisdiction being applied in any proceeding to determine whether a fraudulent transfer has occurred. In general, a court would consider an entity insolvent if:

- the sum of its debts, including contingent and unliquidated liabilities, was greater than the fair value of its assets; or
- the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become due.

If a court voided the Issuer's or the Guarantor's obligations under the Notes or the Guarantees, as applicable, the Holders would cease to be the Issuer's or the Guarantor's creditors and would likely have no source from which to recover amounts due under the Notes and/or the Guarantees.

***The value of the Notes could be adversely impacted by a change of law or administrative practice.***

The Notes are based on New York law and the provisions of the Guarantees are based on Swiss law, each as in effect as at the date of this Offering Memorandum. No assurance can be given as to the impact of any possible judicial decision or change to New York law or administrative practice, or Swiss law or administrative practice, after the date of this Offering Memorandum and any such change could adversely impact the value of any Notes affected by it.

***The Guarantees are not full and unconditional obligations of the Guarantor and it may be difficult for Holders to obtain judgments, or enforce judgments obtained, in U.S. courts against the Guarantor.***

Consistent with the Group's existing notes, debt issuance program and commercial paper programs, the Guarantor has guaranteed the Notes, as a joint and several surety (*caution solidaire*), in accordance with the terms of Article 496 of the Swiss Code of Obligations. A joint and several suretyship (*cautionnement solidaire*) pursuant to Article 496 of the Swiss Code of Obligations is not a full and unconditional guarantee, but rather it is a guarantee that is accessory in nature, which means that its enforceability is dependent upon the legal validity and enforceability of the primary obligation to which it relates. This means that the Guarantor will only have an obligation to pay a Holder an amount under the Guarantee if and to the extent such Holder has a legally valid and enforceable claim against the Issuer to pay such amount under the Notes of the relevant series. A joint and several suretyship (*cautionnement solidaire*) pursuant to Article 496 of the Swiss Code of Obligations is also governed by a number of statutory provisions of Swiss law that are designed to protect the surety. Some of these provisions must be reflected in the terms of the suretyship itself, while others apply as a matter of mandatory Swiss law. Among other things, these provisions require the terms of any suretyship to fix the aggregate maximum amount that may be payable by the surety thereunder. Accordingly, the terms of each Guarantee will limit the aggregate amount payable by the Guarantor to the Holders thereunder to a fixed U.S. dollar amount. See "*Description of Notes and Guarantees—Guarantees*" for further information.

In addition, any dispute that might arise out of or in connection with the Guarantees will fall within the exclusive jurisdiction of the courts of the Canton of Vaud, Switzerland (venue being the City of Vevey). This means, among other things, that, in respect of any such dispute, service of process upon the Guarantor must be effected in Switzerland in accordance with Swiss procedural rules, and it is unlikely that investors would be able to enforce in Switzerland against the Guarantor any judgment obtained from a U.S. court with respect to any such dispute.

Furthermore, the Guarantor is incorporated under the laws of Switzerland, certain of the Guarantor's directors and authorized officers reside or may reside outside the United States and certain of its or such persons' assets are or may be located outside the United States. As a result, in the case of disputes not arising out of or in connection with the Guarantees, it may not be possible for investors to effect service of process upon the Guarantor or such persons within the United States. It may also be difficult for investors to enforce in Switzerland against the Guarantor judgments obtained in a U.S. federal or state court; in particular, it is doubtful whether a Swiss court would enforce a judgment obtained in a U.S. federal or state court predicated solely upon the federal or state securities laws of the United States. Furthermore, awards of punitive damages in actions brought in the United States or elsewhere may be unenforceable in jurisdictions outside the United States. See "*Enforceability of Civil Liabilities*".



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

Enforcement claims or court judgments against the Guarantor under Swiss debt collection or bankruptcy proceedings may be made only in Swiss francs and any foreign currency amounts must accordingly be converted into Swiss francs. With respect to enforcing creditors, any such foreign currency amounts will be converted at the exchange rate prevailing in particular on (i) the date of instituting the enforcement proceedings (*réquisition de poursuite*) and (ii) upon creditor's request, the date of the filing for the continuation of the enforcement procedure (*réquisition de continuer la poursuite*). With respect to non-enforcing creditors, foreign currency amounts will be converted at the exchange rate prevailing at the time of the adjudication of bankruptcy (*ouverture de la faillite*).

***Legal investment considerations may restrict certain investments, such as an investment in the Notes.***

The investment activities of certain investors are subject to legal 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 the Notes are legal investments for it, whether the Notes can be used as collateral for various types of borrowing and whether other restrictions apply to its purchase or pledge of any of the Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Notes under any applicable risk-based capital or similar rules.

***Exchange rate risks and exchange controls may adversely impact currency conversions of principal and interest paid on the Notes.***

The Issuer will pay principal and interest on the Notes in U.S. dollars (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 the Investor's Currency-equivalent yield on the Notes, the Investor's Currency-equivalent value of the principal payable on the Notes and the Investor's Currency-equivalent market value of the Notes. Governments and monetary authorities may impose (as some have done in the past) exchange controls that could adversely impact an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

***Credit ratings may not reflect all risks, are not recommendations to buy or hold securities and may be subject to revision, suspension or withdrawal at any time.***

One or more independent credit rating agencies may assign credit ratings to the Notes of a series. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above and other factors that may impact the value of the Notes of such series. These ratings are subject to ongoing evaluation by credit rating agencies, and the Group cannot assure potential investors that any rating will not be changed or withdrawn by a rating agency in the future if, in its judgment, circumstances warrant. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

***A downgrade in the Group's credit ratings could adversely impact its financial condition and the market value of the Notes.***

The Group's credit ratings are an assessment by rating agencies of its ability to pay its debts when due. Consequently, real or anticipated changes in the Group's credit ratings will generally affect the market value of the Notes. In addition, the Group's credit ratings are important to its ability to issue commercial paper at favorable rates of interest. A downgrade in its credit rating could increase the cost of borrowing or make the commercial paper market unavailable to us, which could increase the Group's cost of capital.

If any of the credit rating agencies that have rated the Notes or the Group's other debt securities downgrades or lowers its credit rating, or if any credit rating agency indicates that it has placed any such rating on a so-called "watch list" for a possible downgrading or lowering or otherwise indicates that its outlook for that rating is negative, it could have an adverse impact on the market value of the Notes and the Group's costs and availability of capital, which could in turn have an adverse impact on the Group's financial condition, results of operations, cash flows and the Group's ability to satisfy its debt service obligations (including the Issuer's payments on the Notes).



### **USE OF PROCEEDS**

The Issuer expects the proceeds of the offering of the Notes, net of the Initial Purchasers' discounts and commissions, to be \$2,486,387,000. The net proceeds of the offering of the Notes will be used for general corporate purposes of the Guarantor and its consolidated subsidiaries.

## CAPITALIZATION

The following table sets forth, on a consolidated basis, the Guarantor’s cash and cash equivalents, indebtedness, shareholders’ equity and capitalization as of December 31, 2023, in accordance with IFRS Accounting Standards, on a historical basis and on an adjusted basis to give effect to (i) the issuance and sale of \$2,500,000,000 aggregate principal amount of the Notes; (ii) the receipt by the Issuer of the proceeds from the offering, totaling \$2,486,387,000, after deducting the Initial Purchasers’ discounts, but before the application of such proceeds; and (iii) the payment of approximately \$1,000,000 of offering expenses, exclusive of the Initial Purchasers’ discounts.

The historical information has been derived from the audited consolidated financial statements of the Guarantor and its subsidiaries incorporated by reference in this Offering Memorandum. You should read this table in conjunction with “*Use of Proceeds*”, “*Selected Financial Data*”, “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*” and our audited consolidated financial statements and the notes related to each of those financial statements incorporated by reference in this Offering Memorandum.

<b>(CHF in millions)</b>	<b>Actual as of December 31, 2023</b>	<b>As Adjusted as of December 31, 2023</b>
<b>Cash and cash equivalents</b> .....	<b>4,816</b>	<b>6,906<sup>(2)</sup></b>
Current financial debt .....	9,416	9,416
Non-current financial debt .....	45,825	47,915 <sup>(2)</sup>
<b>Total financial debt</b> .....	<b>55,241</b>	<b>57,331<sup>(2)</sup></b>
Share capital .....	267	267
Treasury shares .....	(5,155)	(5,155)
Translation reserve .....	(27,581)	(27,581)
Other reserves .....	(50)	(50)
Retained earnings .....	68,261	68,261
<b>Total equity attributable to shareholders of the Guarantor</b> .....	<b>35,742</b>	<b>35,742</b>
<b>Total capitalization<sup>(1)</sup></b> .....	<b>90,983</b>	<b>93,073</b>

(1) Total capitalization represents the sum of Total financial debt and Total equity attributable to the shareholders of the Guarantor.

(2) U.S. dollars converted to Swiss francs on the basis of Refinitiv mid bid ask rate of 0.841 on December 29, 2023. The rate on March 5, 2024 was 0.8830.

## SELECTED FINANCIAL DATA

The following tables set forth selected historical financial data for the Issuer and historical consolidated financial data for the Guarantor and its subsidiaries as of the dates and for each of the periods indicated. The selected historical financial data as of December 31, 2023; December 31, 2022; and December 31, 2021, and for each of the years then ended, were derived from our audited financial statements incorporated by reference in this Offering Memorandum. Each of the audited financial statements incorporated by reference herein have been prepared in accordance with IFRS Accounting Standards (as defined herein) and Swiss law (in the case of the Guarantor’s consolidated financial statements).

The application of new accounting standards and changes in presentation and in accounting policies may impact an investor’s ability to compare our financial statements year-over-year and period-over-period. See “*Management’s Discussion and Analysis of Financial Condition and Results of Operations—Key accounting judgments, estimates and assumptions—Changes in Presentation and Changes in Accounting Standards*”, “*Management’s Discussion and Analysis of Financial Condition and Results of Operations—Items Affecting Comparability of Financial Statements*” and our financial statements and the related notes and other financial information incorporated by reference elsewhere in this Offering Memorandum for further information on the changes in accounting standards, changes in presentation and in accounting policies as of and for Fiscal 2021 to Fiscal 2023 and the ability of investors to compare financial results year-over-year and period-over-period.

The data presented below is not necessarily indicative of results of future operations and should be read in conjunction with “*Use of Proceeds*”, “*Capitalization*”, “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*” and our audited financial statements and the notes related to each of those financial statements incorporated by reference in this Offering Memorandum.

### *The Issuer*

<u>Statement of comprehensive income / (loss)</u> (U.S. dollars in millions)	<u>Year ended December 31,</u>		
	<u>2023</u>	<u>2022</u>	<u>2021</u>
Interest income . . . . .	1,385	1,119	961
Interest expense . . . . .	(1,383)	(1,111)	(946)
<b>Net interest income</b> . . . . .	<b>2</b>	<b>8</b>	<b>15</b>
Net fee and commission expense . . . . .	(3)	(6)	(13)
Financial income / (expense) . . . . .	1	(6)	3
Net other operating income . . . . .	—	2	1
Administrative expense . . . . .	—	(2)	(1)
<b>Income / (Loss) before tax</b> . . . . .	<b>—</b>	<b>(4)</b>	<b>5</b>
Tax expense . . . . .	(3)	(1)	(5)
<b>Loss for the year attributable to shareholders of the company</b> . . . . .	<b>(3)</b>	<b>(5)</b>	<b>—</b>
Other comprehensive income for the year . . . . .	—	—	—
<b>Total comprehensive loss for the year attributable to shareholders of the company</b> . . . . .	<b>(3)</b>	<b>(5)</b>	<b>—</b>

<b>Balance Sheet</b>	<b>As of December 31,</b>	
	<b>2023</b>	<b>2022</b>
<b>(U.S. dollars in millions, except share capital par value and shares)</b>		
<b>Assets</b>		
Current assets:		
Cash and cash equivalents . . . . .	229	348
Short term investments . . . . .	—	—
Derivative assets . . . . .	1	2
Loans to parent and affiliates . . . . .	<u>39,454</u>	<u>34,971</u>
<b>Total current assets . . . . .</b>	<b>39,684</b>	<b>35,321</b>
Non-current assets:		
Loans to parent and affiliates . . . . .	5,391	5,488
Deferred tax assets . . . . .	<u>2</u>	<u>2</u>
<b>Total non-current assets . . . . .</b>	<b>5,393</b>	<b>5,490</b>
<b>Total assets . . . . .</b>	<b>45,077</b>	<b>40,811</b>
<b>Liabilities</b>		
Current liabilities:		
Derivative liabilities . . . . .	1	2
Loans from parent and affiliates . . . . .	24,644	37,894
Current income tax liabilities . . . . .	36	33
Financial debt . . . . .	914	639
Other liabilities . . . . .	<u>1</u>	<u>—</u>
<b>Total current liabilities . . . . .</b>	<b>25,596</b>	<b>38,568</b>
Non-current liabilities:		
Loans from parent and affiliates . . . . .	<u>2,129</u>	<u>2,236</u>
<b>Total non-current liabilities . . . . .</b>	<b>2,129</b>	<b>2,236</b>
<b>Total liabilities . . . . .</b>	<b>27,725</b>	<b>40,804</b>
<b>Equity</b>		
Share capital \$100 par value. Authorized, issued and outstanding 10,000 shares. . . . .	1	1
Additional paid-in capital . . . . .	17,348	—
Retained earnings . . . . .	<u>3</u>	<u>6</u>
<b>Total equity attributable to shareholders of the company . . . . .</b>	<b>17,352</b>	<b>7</b>
<b>Total liabilities and equity . . . . .</b>	<b>45,077</b>	<b>40,811</b>

*The Guarantor*

<b>Consolidated Income Statement</b>	<b>Year ended December 31,</b>		
	<b>2023</b>	<b>2022</b>	<b>2021</b>
<b>(CHF in millions, except percentages and per share data)</b>			
<b>Sales</b> . . . . .	<b>92,998</b>	<b>94,424</b>	<b>87,088</b>
Other revenue . . . . .	353	356	382
Cost of goods sold . . . . .	(50,328)	(51,745)	(45,468)
Distribution expenses . . . . .	(7,765)	(8,386)	(7,919)
Marketing and administration expenses . . . . .	(17,549)	(16,850)	(17,294)
Research and development costs . . . . .	(1,656)	(1,696)	(1,670)
Other trading income . . . . .	132	107	171
Other trading expenses . . . . .	<u>(1,665)</u>	<u>(3,015)</u>	<u>(3,131)</u>
<b>Trading operating profit</b> . . . . .	<b><u>14,520</u></b>	<b><u>13,195</u></b>	<b><u>12,159</u></b>
Other operating income . . . . .	298	340	698
Other operating expenses . . . . .	(755)	(1,209)	(1,178)
<b>Operating profit</b> . . . . .	<b>14,063</b>	<b>12,326</b>	<b>11,679</b>
Financial income . . . . .	284	210	80
Financial expense . . . . .	<u>(1,644)</u>	<u>(1,250)</u>	<u>(953)</u>
<b>Profit before taxes, associates and joint ventures</b> . . . . .	<b>12,703</b>	<b>11,286</b>	<b>10,806</b>
Taxes . . . . .	(2,314)	(2,730)	(2,261)
Income from associates and joint ventures . . . . .	1,120	1,040	8,651
<b>Profit for the year</b> . . . . .	<b>11,509</b>	<b>9,596</b>	<b>17,196</b>
of which attributable to non-controlling interests . . . . .	300	326	291
of which attributable to shareholders of the parent (Net profit) . . . . .	11,209	9,270	16,905
<b>As percentage of sales</b>			
Trading operating profit . . . . .	15.6%	14.0%	14.0%
Profit for the year attributable to shareholders of the parent (Net profit) . . . . .	12.1%	9.8%	19.4%
<b>Earnings per share</b>			
Basic earnings per share . . . . .	4.24	3.42	6.06
Diluted earnings per share . . . . .	4.23	3.42	6.06

Consolidated Balance Sheet (CHF in millions)	As of December 31,	
	2023	2022
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	4,816	5,511
Short-term investments	1,035	1,176
Inventories	11,896	15,019
Trade and other receivables	10,995	11,116
Prepayments	521	549
Derivative assets	278	309
Current income tax assets	1,284	1,285
Assets held for sale	32	97
<b>Total current assets</b>	<b>30,857</b>	<b>35,062</b>
Non-current assets:		
Property, plant and equipment	30,467	30,141
Goodwill	28,693	31,262
Intangible assets	18,225	20,237
Investments in associates and joint ventures	13,088	13,023
Financial assets	2,947	3,253
Derivative assets	130	—
Employee benefits assets and reimbursement rights	962	1,161
Deferred tax assets	1,181	1,043
<b>Total non-current assets</b>	<b>95,693</b>	<b>100,120</b>
<b>Total assets</b>	<b>126,550</b>	<b>135,182</b>
<b>Liabilities and Equity</b>		
Current liabilities:		
Financial debt	9,416	10,892
Derivative liabilities	317	352
Trade and other payables	19,204	20,523
Accruals	5,112	5,114
Provisions	675	620
Current income tax liabilities	2,360	2,447
Liabilities directly associated with assets held for sale	—	28
<b>Total current liabilities</b>	<b>37,084</b>	<b>39,976</b>
Non-current liabilities:		
Financial debt	45,825	43,420
Derivative liabilities	239	470
Employee benefits liabilities	2,718	2,884
Provisions	1,303	1,113
Deferred tax liabilities	2,886	3,671
Other payables	108	856
<b>Total non-current liabilities</b>	<b>53,079</b>	<b>52,414</b>
<b>Total liabilities</b>	<b>90,163</b>	<b>92,390</b>
<b>Equity</b>		
Share capital	267	275
Treasury shares	(5,155)	(9,303)
Translation reserve	(27,581)	(23,559)
Other reserves	(50)	(63)
Retained earnings	68,261	74,632
<b>Total equity attributable to shareholders of the parent</b>	<b>35,742</b>	<b>41,982</b>
Non-controlling interests	645	810
<b>Total equity</b>	<b>36,387</b>	<b>42,792</b>
<b>Total liabilities and equity</b>	<b>126,550</b>	<b>135,182</b>



## MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*The following discussion and analysis is based on the Group's audited consolidated financial statements for Fiscal 2023 and Fiscal 2022, incorporated by reference in this Offering Memorandum, each of which has been prepared in accordance with IFRS Accounting Standards (as defined herein) and with Swiss law. You should read the following discussion and analysis in conjunction with the section entitled "Selected Financial Data", along with the Group's audited consolidated financial statements and the related notes and other financial information incorporated by reference in this Offering Memorandum. The following discussion contains forward-looking statements. Actual results could differ materially from the results discussed in the forward-looking statements. See "Risk Factors" and "Forward-looking Statements" elsewhere in this Offering Memorandum for a discussion of the risks, uncertainties and assumptions associated with these statements.*

### **Our Business**

Nestlé is the world's largest food and beverage company. We are based in the Swiss town of Vevey, where Nestlé was founded more than 150 years ago. The Group has factories in 76 countries, sales in 188 countries and employs around 270,000 people. We offer a wide portfolio of products and services for people and their pets throughout their lives. Our more than 2,000 brands range from global icons such as *Nescafé* and *Nespresso* to local favorites like *Ninho*.

Nestlé's success is built on its Nutrition, Health and Wellness strategy. Our founder, Henri Nestlé, believed that good nutrition was the key to a healthy life. Today, food and beverages remain core to our strategy. Our aim is to provide healthy, delicious, convenient products for modern, time-constrained lifestyles. We constantly explore and aim to push the boundaries of what is possible with foods, beverages and nutritional health solutions to unlock the power of food to enhance quality of life for everyone, today and for generations to come. Our portfolio includes products in attractive and growing categories, offering solutions for all stages of life, at every moment of the day.

We also offer consumer healthcare products to help people meet their health and wellness goals. Nestlé's product portfolio is broken up into seven categories: powdered and liquid beverages; water; milk products and ice cream; Nutrition and Health Science; prepared dishes and cooking aids; confectionery; and petcare.

### ***Strategy—Our Value Creation Model***

Nestlé's value creation model is based on the balanced pursuit of resource-efficient top- and bottom-line growth, as well as improved capital efficiency and creating a shared value approach to how we do business. This approach supports sustained growth in earnings per share, competitive shareholder returns, flexibility for external growth and access to financial markets.

We have a strong portfolio, with profitable growth platforms and leading market positions in many product categories. We focus capital spending on our high-growth categories that contribute to our Nutrition, Health and Wellness strategy. We also build on our strong position in emerging markets and invest selectively behind growth opportunities and platforms in other categories such as plant-based food and beverages, ready-to-drink beverages and healthy snacking.

We continue to shift our portfolio toward higher-growth categories and geographies in a disciplined way to maximize the value of our assets, deliver attractive returns and build on the Group's leadership positions.

We actively manage our product portfolios to stay relevant, address the latest consumer trends and aim to win in every category and market in which we operate. We aim to drive growth by leveraging our expertise in nutrition and health and creating competitive gaps through science-based innovation.

We are leveraging technology at all levels of our business to accelerate innovation, fuel new growth opportunities and create efficiencies. As suppliers, customers and consumers are increasingly going digital, we are also continuously adapting and evolving our way of working. We invest in digital transformation across marketing, social media, e-commerce, manufacturing and supply chain. This enables the Group to become data-powered, develop new business models and deliver more personalized products, messages and services for our consumers.

We create shared value at scale. This means that, together with our partners, we work to enable people to lead happier lives by continuously improving our products, building strong communities and supply chains,

improving livelihoods in communities directly connected to our business activities and protecting our planet for future generations by enhancing the environmental performance of our operations.

We build for the long term, act with focus and combine global resources with local know-how to create value for both society and our shareholders at a meaningful scale. We act on sustainability across the value chain to ensure long-term growth. This means that we are embedding sustainability more fundamentally into the way we innovate.

We bring breakthrough innovations to market faster and apply our expertise across categories. To increase our speed and efficiency to bring products to market faster, we have continued to roll out our acceleration initiatives, increasing the number of fast-track projects and test-and-learns as well as expanding the R&D Accelerator program. Management believes that delivering our innovations quickly, and scaling them up across brands, categories and geographies, is a key competitive advantage and supports long-term growth.

## **Recent Developments in the Group's Business**

### ***Sales by Geography***

Our largest sales markets in Fiscal 2023 were the United States, Greater China, Brazil, France, Mexico, the UK, Canada, the Philippines, Germany and India. Our largest sales markets in Fiscal 2022 were the United States, Greater China, Brazil, France, Mexico, the UK, Canada, the Philippines, Germany and India. In Fiscal 2023, sales in the United States represented 32.3% of the Group's total sales, and in Fiscal 2022, sales in the United States represented 32.1% of the Group's total sales.

In terms of geographic areas, sales of CHF 93.0 billion in Fiscal 2023 were distributed as follows: North America 35.0%; Europe 24.0%; Asia, Oceania and Africa 21.4%; Latin America 13.7%; and Greater China 5.9%. In Fiscal 2022, sales of CHF 94.4 billion were distributed as follows: North America 34.9%; Europe 23.6%; Asia, Oceania and Africa 22.2%; Latin America 13.1%; and Greater China 6.2%.

### ***Acquisitions***

On September 7, 2023, Nestlé announced an agreement with Advent International to acquire a majority stake in Grupo CRM, a premium chocolate player in Brazil. Grupo CRM operates a successful direct-to-consumer model, with more than 1,000 chocolate boutiques under the Copenhagen and Brasil Cacau brands and a strong, growing online presence. The transaction closed on March 1, 2024.

### ***Divestitures***

On September 4, 2023, Nestlé Health Science announced the divestiture of *Palforzia*, its peanut allergy treatment business, to Stallergenes Greer, a biopharmaceutical company which specializes in the diagnosis and treatment of allergies. The transaction was closed upon signing and followed Nestlé Health Science's announcement that it would conduct a strategic review of *Palforzia*. Nestlé Health Science will receive milestone payments and ongoing royalties from Stallergenes Greer.

## **Factors Affecting Our Business and Results of Operations**

The following trends have impacted our sales and operating income over the past three years and we believe that they will continue to be factors affecting our business, financial condition and results of operations in the future. See the "*Risk Factors*" section included elsewhere in this Offering Memorandum for risk factors affecting our business, which will include more information regarding the below.

### ***Consumer Preferences***

The success of the Group depends, in part, on its ability to anticipate consumer preferences and to offer high-quality, competitive, relevant and innovative products. Prolonged negative perceptions concerning health implications of processed food and beverages have influenced consumer preferences. Our Nutrition, Health and Wellness strategy aims to enhance people's lives at all stages through industry-leading research and development, drive innovation and continuously improve our product portfolio. Through our Nutrition, Health and Wellness strategy, the Group has long-term objectives in place to apply scientific and nutritional know-how to enhance nutrition, health and wellness, contributing to healthier eating, drinking and lifestyle habits, as well as respond to

changes in consumer preferences and improve the accessibility of safe and affordable food globally. See “*Risk Factors—The Group may be unable to anticipate and successfully respond to changes in consumer preferences or trends, which may result in decreased demand for its products*” included elsewhere in this Offering Memorandum for more information.

### ***Increases in Commodity, Manufacturing and Supply of Finished Goods Costs***

Nestlé is dependent on the sustainable supply of a number of raw and packaging materials. Nestlé is also reliant on the manufacturing and supply of finished goods for all product categories. Increases in the costs of commodities, manufacturing and the supply of finished goods have exerted pressure on margins and have, at times, led to price increases of certain of our products. See “*Risk Factors—Market Risks—Price risk: Commodity price risk*” below, “*Risk Factors—Price changes for raw materials and commodities may adversely impact the Group’s business, financial condition and results of operations*” and “*Risk Factors— Price increases may not be sufficient to offset cost increases and maintain profitability or may result in sales volume declines associated with pricing elasticity*” included elsewhere in this Offering Memorandum for more information.

### **Items Affecting Comparability of Financial Statements**

The following is a summary of certain items that may impact an investor’s ability to compare our financial statements year-over-year and period-over-period.

### ***Changes in Accounting Standards and Changes in Presentation and in Accounting Policies***

The application of new accounting standards and changes in presentation and in accounting policies may impact an investor’s ability to compare our financial statements year-over-year and period-over-period. See “*—Key accounting judgments, estimates and assumptions—Changes in Presentation and Changes in Accounting Standards*” below and our financial statements and the related notes and other financial information incorporated by reference elsewhere in this Offering Memorandum for further information on the changes in accounting standards and changes in presentation and in accounting policies from Fiscal 2021 to Fiscal 2023.

### ***Reorganization of Geographic Zones***

Effective as of January 1, 2022, the Group was reorganized into the following five geographic Zones: Zone North America; Zone Europe; Zone Asia, Oceania and Africa (including the Middle East and North Africa previously included in Zone EMENA); Zone Latin America; and Zone Greater China. In addition to these geographic Zones, the Group’s operating segments are completed with two existing segments: Globally Managed Businesses, consisting of Nespresso and Nestlé Health Science (“*GMBs*”, and each of Nespresso and Nestlé Health Science, a “*GMB*”), and Other Businesses. The operating segments figures for Fiscal 2021 have been restated accordingly.

### **Components of Sales, Costs, Expenses and Trading Operating Profit**

#### ***Sales***

Sales represent amounts received and receivable from third parties for goods supplied to the customers and for services rendered. Sales are recognized when control of the goods has transferred to the customer, which is mainly upon arrival at the customer. Revenue is measured as the amount of consideration that the Group expects to receive, based on the list price applicable to a given distribution channel after deduction of returns, sales taxes, pricing allowances, other trade discounts and couponing and price promotions to consumers. The level of discounts, allowances and promotional rebates is recognized as a deduction from revenue at the time that the related sales are recognized or when the rebate is offered to the customer (or consumer, if applicable). They are estimated using judgments based on historical experience and the specific terms of the agreements with the customers. Payments made to customers for commercial services received are expensed. The Group has a range of credit terms, which are typically short term, in line with market practice and without any financing component. The Group does not generally accept sales returns, except in limited cases mainly in the Infant Nutrition business. Historical experience is used to estimate such returns at the time of sale. No asset is recognized for products to be recoverable from these returns, as they are not anticipated to be resold. Trade

assets (mainly coffee machines and water coolers) may be sold or leased separately to customers. Arrangements where the Group transfers substantially all the risks and rewards incidental to ownership to the customer are treated as finance lease arrangements. Operating lease revenue for trade asset rentals is recognized on a straight-line basis over the lease term.

### ***Operating Expenses***

Operating expenses are presented in the income statement using the function of expense method, as this is the method used by management to analyze performance and is commonly used in the consumer goods industry. Because of that, this method provides more relevant information.

### ***Cost of Goods Sold***

Cost of goods sold is determined on the basis of the cost of purchase or of production (consisting of the costs of raw and packaging material, direct labor, energy, manufacturing overheads and depreciation of factory assets, which are allocated to products using activity-based drivers), adjusted for the variation of inventories. It includes the cost of royalties due to third-party licensors for the use of their intellectual property, which are accrued in accordance with the respective agreement. Cost of goods sold also includes amortization of intangible assets related to acquired licenses to sell products or to use technology and maintenance and depreciation of equipment used in the sales process, like coffee machines and water coolers.

### ***Distribution Expenses***

Distribution expenses encompass the costs of storing products and transporting products between factories, warehouses and customer locations. It includes the costs of outsourced transportation services; salaries and wages of drivers, warehouse employees and customer service staff; and depreciation and running costs of warehouses and related storage, transportation and handling equipment.

### ***Marketing and Administration Expenses***

Marketing and administration expenses include the costs of advertising and consumer promotion activities; merchandising; sales teams; and head office functions, such as finance, human resources, legal, information technology, supply chain and general management. It primarily comprises salaries, depreciation, maintenance of real estate and the costs of third-party services.

### ***Research and Development Costs***

Internal research costs are charged to the income statement in the year in which they are incurred. Development costs are only recognized as assets on the balance sheet if all the recognition criteria set by IAS 38 – Intangible Assets are met before the products are launched on the market. Development costs are generally charged to the income statement in the period in which they are incurred, due to uncertainties inherent in the development of new products because the expected future economic benefits cannot be reliably determined. As long as the products have not reached the marketplace (or obtained regulatory approval if necessary), there is no reliable evidence that positive future cash flows would be obtained.

### ***Other Trading Income/(Expenses)***

Other trading income and expenses consist of restructuring costs (“*Restructuring Costs*”); impairment of property, plant and equipment and intangible assets (other than goodwill and non-commercialized intangible assets); litigations and onerous contracts; results on disposals of property, plant and equipment; and specific other income and expenses that fall within the control of operating segments. Restructuring Costs are restricted to dismissal indemnities and employee benefits paid to terminated employees upon the reorganization of a business or function.

### ***Trading Operating Profit***

Trading operating profit (“Trading operating profit”) is one of the key metrics Management uses to monitor the Group and segment performance. Trading operating profit is a subtotal in the consolidated income statement, appearing above Operating profit. Trading operating profit is Operating profit before the impact of Other operating income and Other operating expenses, which represent the results of transactions and decisions taken at

the Group level and are largely out of the control of the management of the operating segments (e.g., acquisitions, disposals or strategic alliances) or the impacts of events that are irregular in nature and difficult to predict (e.g., wars; natural disasters, including extreme weather events linked to climate change; and expropriation of assets). It includes Restructuring Costs; impairment of property, plant and equipment and intangible assets (other than goodwill and non-commercialized intangible assets); litigations and onerous contracts; results on disposals of property, plant and equipment; and specific other income and expenses that fall within the control of operating segments. It excludes Other operating income and Other operating expenses.

#### ***Other Operating Income/(Expenses)***

Other operating income/(expenses) consists of impairment of goodwill and non-commercialized intangible assets, results on disposals of businesses (including impairment and subsequent remeasurement of businesses classified as held for sale, as well as other directly related disposal costs like Restructuring Costs directly linked to businesses disposed of and legal, advisory and other professional fees), acquisition-related costs, the effect of the hyperinflation accounting and income and expenses that fall beyond the control of operating segments or relate to events such as wars; natural disasters, including extreme weather events linked to climate change; and expropriation of assets.

#### ***Operating Profit***

Operating profit consists of the result of operations including the recurring and non-recurring events before net financial income/(expenses), taxes and income from associates and joint ventures. Operating profit is Trading operating profit including the impact of Other operating income/(expenses).

#### ***Profit Before Taxes, Associates and Joint Ventures***

Profit before taxes, associates and joint ventures represents profit before the impact of taxes (as discussed below), associates and joint ventures. Associates are companies where the Group has the power to exercise a significant influence but does not exercise control. Significant influence is the power to participate in the financial and operating policy decisions of the investee, and the determination of whether the Group has significant influence requires the exercise of judgment. It may be evidenced when the Group has 20% or more of the voting rights in the investee or has obtained representation on the board of directors or otherwise participates in the policy-making process of the investee. Joint ventures are contractual arrangements over which the Group exercises joint control with partners and where the parties have rights to the net assets of the arrangement. Profit before taxes, associates and joint ventures is Operating profit less Net financial income/(expenses), which includes the Net financing cost of Net financial debt and Net interest income/(expense) on defined benefit plans.

#### ***Taxes***

The Group is subject to taxes in different countries all over the world. Taxes and fiscal risks recognized in the consolidated financial statements reflect Management's best estimate of the outcome based on the facts known at the balance sheet date in each individual country. These facts may include but are not limited to changes in tax laws and interpretation thereof in the various jurisdictions where the Group operates. They may have an impact on the Group's income tax and the resulting assets and liabilities. Any differences between tax estimates and final tax assessments are charged to the income statement in the period in which they are incurred, unless anticipated.

Taxes include current and deferred taxes on profit as well as actual or potential withholding taxes on current and expected transfers of income from subsidiaries and tax adjustments relating to prior years. Income tax is recognized in the income statement, except to the extent that it relates to items directly taken to equity or other comprehensive income, in which case it is recognized against equity or other comprehensive income.

Deferred taxes are based on the temporary differences that arise when taxation authorities recognize and measure assets and liabilities with rules that differ from the principles of the consolidated financial statements. They also arise on temporary differences stemming from tax losses carried forward. Deferred taxes are calculated under the liability method at the rates of tax expected to prevail when the temporary differences reverse, subject to such rates being substantially enacted at the balance sheet date. Any changes of the tax rates are recognized in the income statement unless related to items directly recognized against equity or other comprehensive income. Deferred tax liabilities are recognized on all taxable temporary differences excluding non-deductible goodwill. Deferred tax assets are recognized on all deductible temporary differences *provided* that it is probable that future taxable income will be available.



## ***Net Profit***

Net profit is profit after the impact of taxes, associates and joint ventures.

## **Definitions of Alternative Performance Measures**

The following discussion contains certain Non-IFRS Accounting Standards Financial Performance Measures that are used by Management to assess the financial and operational performance of the Group. These financial performance measures include: Organic Growth, Real internal growth, Pricing, Underlying trading operating profit, Underlying trading operating profit margin, Trading operating profit margin, Free cash flow and Net financial debt. See “—*Liquidity and Capital Resources*” below, “*Presentation of Financial and Other Data—Use of Non-IFRS Accounting Standards Financial Measures*” included elsewhere in this Offering Memorandum and the Alternative Performance Measures incorporated by reference in this Offering Memorandum for further information.

### ***Real Internal Growth***

Real Internal Growth (“RIG”) represents the impact on sales of volume increases or decreases, weighted by the relative value per unit sold. RIG is calculated at the level of the individual product reference (stock keeping unit) per distribution channel, by comparing the weighted sales (this year’s volumes valued at the prior year’s prices in local currency) to the prior year’s sales. At the product level, RIG is therefore primarily driven by changes in volume, while when aggregated at operating segments or the Group level, it embeds the impact of the evolution of the product mix.

Sales of newly launched products are included from the moment of launch, which tends to increase RIG, while products that are discontinued have a negative impact on RIG since the historical sales continue to be included in the prior-year comparatives. This reflects in a balanced way the impacts of renovation and innovation and the impact on sales coming from ongoing product rationalization efforts. In hyperinflationary economies, the sales of newly launched products are deflated to the price level of the prior year.

As RIG is a component of OG (as defined below), it excludes the impact of changes in exchange rates and of acquisitions and divestitures.

### ***Pricing***

Pricing (“*Pricing*”) is part of OG and represents the portion of sales growth caused by changes in prices over the period. It excludes the impact of RIG, as well as the impact of acquisitions, divestitures and exchange rates.

Analyzing Pricing allows Management to assess the degree to which inflationary (but not hyperinflation, see “—*Organic Growth*” below) or deflationary factors have contributed to sales evolution and the degree to which cost changes have been passed on to customers.

### ***Organic Growth***

Organic Growth (“*OG*”) combines RIG and Pricing and represents the growth of the business after removing the impact of acquisitions and divestitures and other changes in the Group’s scope of activity and exchange rate movements. This provides a “like-for-like” comparison with the previous year in constant scope and constant currency, enabling deeper understanding of the business dynamics that contributed to the evolution of sales from one year to another.

In order to limit the distorting effect of hyperinflation, Pricing in excess of around 2% per month (the level at which hyperinflation generally occurs) are excluded from OG calculations in high inflation economies, with a corresponding adjustment in changes in exchange rates.

In addition, Venezuela and, since January 1, 2022, Nestlé Russia Region Businesses are excluded from OG to remove the distorting effect on the like-for-like comparison due to limited freedom to operate in these extreme business environments. Corresponding impacts are recorded in the “Effect of exchange rates” and “Effect of acquisitions, divestitures and other changes in Nestlé Group scope activity”.

The increases or decreases in sales of an acquired business compared to its historical baseline are included in OG immediately following the business combination, unless a reliable baseline for the 12 months prior to



acquisition cannot be established, in which case all sales during the first 12 months of the acquisition are excluded from OG. Sales of a divested business are removed from comparatives for the 12 months prior to the divestiture. Sales made under supply agreements related to the divested business are included in acquisitions and divestitures during a transitory period. The pricing impact of changes in the way that a business is transacted in an entire country (e.g., establishing a local operating company instead of exporting to a distributor, or vice versa) is included in acquisitions and divestitures.

The effects of changes in foreign exchange rates are calculated as the current year's sales values converted at the current year's exchange rates, less the current year's sales converted at the prior year's rates.

### ***Underlying Trading Operating Profit***

Underlying trading operating profit ("Underlying trading operating profit" or "UTOP") is one of the key metrics Management uses to monitor Group and segment performance. Underlying trading operating profit is Trading operating profit before the impact of Other trading expenses and Other trading income (mainly Restructuring Costs; impairment of property, plant and equipment; and litigations and onerous contracts). The exclusion of these items allows tracking and better understanding and prediction of the results due to the day-to-day trading activities under the control of the operational management in the business units. It excludes the impacts of decisions (such as factory closures, disposal of a piece of real estate or restructuring plans) made in conjunction with Zone or GMB management or litigations and disputes or events that distort the underlying performance due to their frequency or the unpredictability of the outcome.

### ***Underlying Trading Operating Profit Margin***

Underlying trading operating profit margin ("Underlying trading operating profit margin" or "UTOP Margin") is Underlying trading operating profit calculated as a percentage of sales.

### ***Trading Operating Profit Margin***

Trading operating profit margin ("Trading operating profit margin" or "TOP Margin") is Trading operating profit calculated as a percentage of sales.

## **Results of Operations**

### ***Results of Operations—Consolidated Results***

#### *Fiscal 2023 Compared to Fiscal 2022*

The following table presents the Group's results of operations and the changes in these results in CHF and as a percentage for Fiscal 2023 and Fiscal 2022. For more information on the ability of investors to compare financial results year-over-year, see "*—Items Affecting Comparability of Financial Statements*" above and "*—Key accounting judgments, estimates and assumptions—Changes in Presentation and Changes in Accounting Standards*" below.

<b>(CHF in millions, except for percentages)</b>	<b>Year ended December 31,</b>		<b>% Change</b>
	<b>2023</b>	<b>2022</b>	
<b>Sales</b> . . . . .	<b>92,998</b>	<b>94,424</b>	<b>(1.5)%</b>
Other revenue . . . . .	353	356	(0.8)%
Cost of goods sold . . . . .	(50,328)	(51,745)	(2.7)%
Distribution expenses . . . . .	(7,765)	(8,386)	(7.4)%
Marketing and administration expenses . . . . .	(17,549)	(16,850)	4.1%
Research and development costs . . . . .	(1,656)	(1,696)	(2.4)%
Other trading income . . . . .	132	107	23.4%
Other trading expenses . . . . .	(1,665)	(3,015)	(44.8)%
<b>Trading operating profit</b> . . . . .	<b>14,520</b>	<b>13,195</b>	<b>10.0%</b>
Other operating income . . . . .	298	340	(12.4)%
Other operating expenses . . . . .	(755)	(1,209)	(37.6)%
<b>Operating profit</b> . . . . .	<b>14,063</b>	<b>12,326</b>	<b>14.1%</b>
Financial income . . . . .	284	210	35.2%

(CHF in millions, except for percentages)	Year ended December 31,		% Change
	2023	2022	
Financial expense	(1,644)	(1,250)	31.5%
<b>Profit before taxes, associates and joint ventures</b>	<b>12,703</b>	<b>11,286</b>	<b>12.6%</b>
Taxes	(2,314)	(2,730)	(15.2)%
Income from associates and joint ventures	1,120	1,040	7.7%
<b>Profit of the year</b>	<b>11,509</b>	<b>9,596</b>	<b>19.9%</b>
of which attributable to non-controlling interests	300	326	(8.0)%
of which attributable to shareholders of the parent (Net profit)	11,209	9,270	20.9%

### Sales

Sales for Fiscal 2023 were CHF 93.0 billion, a decrease of CHF 1.4 billion, or a reported sales decrease of 1.5%, compared to Fiscal 2022. OG was 7.2%.

RIG was (0.3)%, impacted by soft consumer demand, capacity constraints and a temporary supply disruption for vitamins, minerals and supplements in the second half. As expected, RIG turned positive in both the fourth quarter and the second half of Fiscal 2023, supported by the benefits from portfolio optimization, improving customer service levels and increased brand support. Pricing was 7.5%, reflecting cost inflation over the last two years. Growth was broad-based across most geographies and categories. In developed markets, organic growth was 6.4%, led by pricing with negative RIG. In emerging markets, organic growth was 8.4%, driven by pricing and positive RIG.

By product category, Purina PetCare was the largest contributor to organic growth, with strong momentum across all channels. Purina ONE, Purina Pro Plan and Friskies all recorded double-digit growth. Sales of Purina Pro Plan reached almost CHF 3.0 billion in Fiscal 2023. Coffee saw high single-digit growth, with positive sales developments across brands, supported by strong demand in out-of-home channels. Infant Nutrition posted high single-digit growth, based on continued momentum for premium infant formula, including human milk oligosaccharides (“HMOs”) products as well as specialty formulas. Dairy reported mid single-digit growth, led by fortified milks, coffee creamers and home-baking products. Confectionery recorded high single-digit growth, fueled by continued double-digit growth for KitKat. Prepared dishes and cooking aids posted mid single-digit growth, with robust demand for Maggi across geographies and segments. Water posted mid single-digit growth, led by S.Pellegrino and Acqua Panna. Nestlé Health Science recorded low single-digit growth, as continued strong momentum for Medical Nutrition was partly offset by temporary supply constraints in vitamins, minerals and supplements.

By channel, organic growth in retail sales remained robust at 6.5%. E-commerce sales grew by 13.4%, reaching 17.1% of total Group sales. Organic growth of out-of-home channels was 15.9%.

Net divestitures decreased sales by 0.9%, largely related to the divestment of a majority stake in Freshly as well as the disposal of the Gerber Good Start infant formula brand in 2022. Foreign exchange decreased sales by 7.8%, following significant and broad-based appreciation of the Swiss franc. Total reported sales decreased by 1.5% to CHF 93.0 billion.

	Year ended December 31,	
	2023	2022
Real internal growth	(0.3)%	+0.1%
Pricing	+7.5%	+8.2%
<b>Organic Growth</b>	<b>+7.2%</b>	<b>+8.3%</b>
Effect of exchange rates	(7.8)%	(0.9)%
Effect of acquisitions, divestitures and other changes in Nestlé Group scope activity	(0.9)%	1.1%
<b>Evolution of sales</b>	<b>(1.5)%</b>	<b>8.4%</b>

### Cost of goods sold

Cost of goods sold for Fiscal 2023 were CHF 50.3 billion, a decrease of CHF 1.4 billion, or 2.7%, compared to Fiscal 2022. Cost efficiencies and portfolio optimization more than offset significant cost inflation.

### ***Distribution expenses***

Distribution expenses for Fiscal 2023 were CHF 7.8 billion, a decrease of CHF 621 million, or 7.4%, compared to Fiscal 2022.

### ***Marketing and administration expenses***

Marketing and administration expenses for Fiscal 2023 were CHF 17.5 billion, an increase of CHF 699 million, or 4.1%, compared to Fiscal 2022. Within this line item, advertising and marketing expenses were 7.7% of sales, an increase of 80 basis points compared to the prior year. Advertising and marketing expenses increase of CHF 659 million from CHF 6,474 million in Fiscal 2022 to CHF 7,133 in Fiscal 2023 explains the main part of the increase of Marketing and administration expenses of CHF 699 million.

### ***Research and development costs***

Research and development costs for Fiscal 2023 were CHF 1.7 billion, a decrease of CHF 40 million, or 2.4%, compared to Fiscal 2022.

### ***Other trading income/(expenses)***

Other trading income for Fiscal 2023 was CHF 132 million, an increase of CHF 25 million, or 23.4%, compared to Fiscal 2022. Other trading expenses for Fiscal 2023 were CHF 1.7 billion, a decrease of CHF 1.4 billion, or 44.8%, compared to Fiscal 2022. As a result, the net of such other trading expenses for Fiscal 2023 (the sum of Other trading income minus Other trading expenses) was CHF 1.5 billion, a decrease of CHF 1.4 billion, or 47.3%, compared to Fiscal 2022. The decrease of net other trading expenses is mainly reflecting one-off items in the prior year, particularly asset impairments decreasing by CHF 1.5 billion, from CHF 2,090 million in Fiscal 2022 to CHF 602 million in Fiscal 2023.

### ***Trading operating profit***

Trading operating profit for Fiscal 2023 was CHF 14.5 billion, an increase of CHF 1.3 billion, or 10.0%, compared to Fiscal 2022. Trading operating profit margin for Fiscal 2023 was 15.6%, an increase of 160 basis points compared to Fiscal 2022.

<b>(CHF in millions, except for percentages)</b>	<b>Year ended December 31,</b>	
	<b>2023</b>	<b>2022</b>
Sales .....	92,998	94,424
TOP .....	14,520	13,195
<b>TOP margin</b> .....	<b>15.6%</b>	<b>14.0%</b>

### ***Operating profit***

Operating profit for Fiscal 2023 was CHF 14.1 billion, an increase of CHF 1.7 billion, or 14.1%, compared to Fiscal 2022.

### ***Profit before taxes, associates and joint ventures***

Profit before taxes, associates and joint ventures for Fiscal 2023 was CHF 12.7 billion, an increase of CHF 1.4 billion, or 12.6%, compared to Fiscal 2022.

### ***Taxes***

Taxes for Fiscal 2023 were CHF 2.3 billion, a decrease of CHF 416 million, or 15.2%, compared to Fiscal 2022. The Group reported tax rate decreased by 600 basis points to 18.2%, mainly as a result of one-off items. The underlying tax rate increased by 30 basis points to 21.2%, mainly due to the geographic and business mix.

### ***Net profit***

Net profit for Fiscal 2023 was CHF 11.2 billion, an increase of CHF 1.9 billion, or 20.9%, compared to Fiscal 2022.

### *Underlying trading operating profit*

Underlying trading operating profit for Fiscal 2023 was CHF 16.1 billion, a decrease of CHF 50 million, or 0.3%, compared to Fiscal 2022.

(CHF in millions, except for percentages)	Year ended December 31,		% Change
	2023	2022	
<b>Sales</b> .....	<b>92,998</b>	<b>94,424</b>	<b>(1.5)%</b>
Other revenue .....	353	356	(0.8)%
Cost of goods sold .....	(50,328)	(51,745)	(2.7)%
Distribution expenses .....	(7,765)	(8,386)	(7.4)%
Marketing and administration expenses .....	(17,549)	(16,850)	4.1%
Research and development costs .....	(1,656)	(1,696)	(2.4)%
<b>Underlying trading operating profit</b> .....	<b>16,053</b>	<b>16,103</b>	<b>(0.3)%</b>

### *Underlying trading operating profit margin*

Underlying trading operating profit margin for Fiscal 2023 was 17.3%, an increase of 20 basis points compared to Fiscal 2022.

(CHF in millions, except for percentages)	Year ended December 31,	
	2023	2022
Sales .....	92,998	94,424
Underlying TOP .....	16,053	16,103
<b>Underlying TOP margin</b> .....	<b>17.3%</b>	<b>17.1%</b>

### *Fiscal 2022 Compared to Fiscal 2021*

The following table presents the Group's results of operations and the changes in these results in CHF and as a percentage for Fiscal 2022 and Fiscal 2021. For more information on the ability of investors to compare financial results year-over-year, see “—Items Affecting Comparability of Financial Statements” above and “—Key accounting judgments, estimates and assumptions—Changes in Presentation and Changes in Accounting Standards” below.

(CHF in millions, except for percentages)	Year ended December 31,		% Change
	2022	2021	
<b>Sales</b> .....	<b>94,424</b>	<b>87,088</b>	<b>8.4%</b>
Other revenue .....	356	382	(6.8)%
Cost of goods sold .....	(51,745)	(45,468)	13.8%
Distribution expenses .....	(8,386)	(7,919)	5.9%
Marketing and administration expenses .....	(16,850)	(17,294)	(2.6)%
Research and development costs .....	(1,696)	(1,670)	1.6%
Other trading income .....	107	171	(37.4)%
Other trading expenses .....	(3,015)	(3,131)	(3.7)%
<b>Trading operating profit</b> .....	<b>13,195</b>	<b>12,159</b>	<b>8.5%</b>
Other operating income .....	340	698	(51.3)%
Other operating expenses .....	(1,209)	(1,178)	2.6%
<b>Operating profit</b> .....	<b>12,326</b>	<b>11,679</b>	<b>5.5%</b>
Financial income .....	210	80	162.5%
Financial expense .....	(1,250)	(953)	31.2%

(CHF in millions, except for percentages)	Year ended December 31,		% Change
	2022	2021	
<b>Profit before taxes, associates and joint ventures</b> . . . . .	<b>11,286</b>	<b>10,806</b>	<b>4.4%</b>
Taxes . . . . .	(2,730)	(2,261)	20.7%
Income from associates and joint ventures . . . . .	1,040	8,651	(88.0)%
<b>Profit of the year</b> . . . . .	<b>9,596</b>	<b>17,196</b>	<b>(44.2)%</b>
of which attributable to non-controlling interests . . . . .	326	291	12.0%
of which attributable to shareholders of the parent (Net profit) . . . . .	9,270	16,905	(45.2)%

### Sales

Sales for Fiscal 2022 were CHF 94.4 billion, an increase of CHF 7.3 billion, or a reported sales increase of 8.4%, compared to Fiscal 2021. OG was 8.3%. Pricing increased to 8.2%, reflecting significant cost inflation. RIG was positive at 0.1%, following a high base of comparison in 2021, supply constraints and portfolio optimization actions. OG was broad-based across most geographies and categories.

By product category, Purina PetCare was the largest contributor to OG, with continued momentum for science-based and premium brands Purina Pro Plan, Purina ONE and Fancy Feast, as well as veterinary products. Sales in coffee grew at a high single-digit rate, with broad-based growth across brands and geographies, supported by a strong recovery of out-of-home channels. Sales of Starbucks products grew by 12.9% to reach CHF 3.6 billion, generating over CHF 1.5 billion of incremental sales compared with 2018. Infant Nutrition saw double-digit growth, with broad-based contributions across geographies and brands. Confectionery posted high single-digit growth, reflecting particular strength for KitKat, seasonal products and key local brands. Dairy reported mid single-digit growth, with continued momentum for coffee creamers, affordable fortified milks and home-baking products. Water recorded double-digit growth, with a sales decrease in the fourth quarter as a result of temporary capacity constraints. Prepared dishes and cooking aids posted low single-digit growth, following a high base of comparison in 2021, with continued strong demand for Maggi. Sales in vegetarian and plant-based food grew at a mid single-digit rate. Garden Gourmet in Europe continued to see double-digit growth, while sales for Sweet Earth in North America were impacted by SKU optimization. Nestlé Health Science reported mid single-digit growth, driven by Medical Nutrition and healthy-aging products.

By channel, organic growth in retail sales remained robust at 7.2%. E-commerce sales grew by 9.2%, reaching 15.8% of total Group sales. Organic growth of out-of-home channels reached 23.5%, with sales exceeding 2019 levels. In the fourth quarter, RIG for out-of-home channels moderated to a mid single-digit rate as a result of post-pandemic normalization.

Net acquisitions increased sales by 1.1%, largely related to the acquisitions of the core brands of The Bountiful Company and Orgain. The impact on sales from foreign exchange was negative at (0.9)%.

	Year ended December 31,	
	2022	2021
Real internal growth . . . . .	+0.1%	+5.5%
Pricing . . . . .	<u>+8.2%</u>	<u>+2.0%</u>
<b>Organic Growth</b> . . . . .	<b>+8.3%</b>	<b>+7.5%</b>
Effect of exchange rates . . . . .	(0.9)%	(1.3)%
Effect of acquisitions, divestitures and other changes in Nestlé Group scope activity . . . . .	<u>1.1%</u>	<u>(2.9)%</u>
<b>Evolution of sales</b> . . . . .	<b><u>8.4%</u></b>	<b><u>3.3%</u></b>

### Cost of goods sold

Cost of goods sold for Fiscal 2022 were CHF 51.7 billion, an increase of CHF 6.3 billion, or 13.8%, compared to Fiscal 2021 following significant broad-based inflation for commodity, packaging, freight and energy costs. The impact of cost inflation increased in the second half, reflecting higher costs for dairy, cereals and energy.

### ***Distribution expenses***

Distribution expenses for Fiscal 2022 were CHF 8.4 billion, an increase of CHF 467 million, or 5.9%, compared to Fiscal 2021.

### ***Marketing and administration expenses***

Marketing and administration expenses for Fiscal 2022 were CHF 16.9 billion, a decrease of CHF 444 million, or 2.6%, compared to Fiscal 2021. Consumer-facing marketing spend decreased temporarily, following a lower level of promotion and marketing activities in the context of supply constraints. Consumer-facing marketing spend increased in the second half of the year compared to the first half. Administrative expenses as a percentage of sales benefited from very disciplined cost control.

### ***Research and development costs***

Research and development costs for Fiscal 2022 were CHF 1.7 billion, an increase of CHF 26 million, or 1.6%, compared to Fiscal 2021.

### ***Other trading income/(expenses)***

Other trading income for Fiscal 2022 was CHF 107 million, a decrease of CHF 64 million, or 37.4%, compared to Fiscal 2021. Other trading expenses for Fiscal 2022 were CHF 3.0 billion, a decrease of CHF 116 million, or 3.7%, compared to Fiscal 2021. As a result, the net of such other trading expenses for Fiscal 2022 (the sum of Other trading income minus Other trading expenses) was CHF 2.9 billion, a decrease of CHF 52 million, or 1.8%, compared to Fiscal 2021.

### ***Trading operating profit***

Trading operating profit for Fiscal 2022 was CHF 13.2 billion, an increase of CHF 1.0 billion, or 8.5%, compared to Fiscal 2021. Trading operating profit margin for Fiscal 2022 was 14.0%, unchanged compared to Fiscal 2021.

<b>(CHF in millions, except for percentages)</b>	<b>Year ended December 31,</b>	
	<b>2022</b>	<b>2021</b>
Sales .....	94,424	87,088
TOP .....	13,195	12,159
<b>TOP margin</b> .....	<b>14.0%</b>	<b>14.0%</b>

### ***Operating profit***

Operating profit for Fiscal 2022 was CHF 12.3 billion, an increase of CHF 647 million, or 5.5%, compared to Fiscal 2021.

### ***Profit before taxes, associates and joint ventures***

Profit before taxes, associates and joint ventures for Fiscal 2022 was CHF 11.3 billion, an increase of CHF 480 million, or 4.4%, compared to Fiscal 2021.

### ***Taxes***

Taxes for Fiscal 2022 were CHF 2.7 billion, an increase of CHF 469 million, or 20.7%, compared to Fiscal 2021. The Group's reported tax rate increased by 330 basis points to 24.2%, as a result of one-off items. The Group's underlying tax rate was relatively stable at 20.9%.

### ***Net profit***

Net profit for Fiscal 2022 was CHF 9.3 billion, a decrease of CHF 7.6 billion, or 45.2%, compared to Fiscal 2021.



### ***Underlying trading operating profit***

Underlying trading operating profit for Fiscal 2022 was CHF 16.1 billion, an increase of CHF 984 million, or 6.5%, compared to Fiscal 2021.

(CHF in millions, except for percentages)	Year ended December 31,		% Change
	2022	2021	
<b>Sales</b> .....	<b>94,424</b>	<b>87,088</b>	<b>8.4%</b>
Other revenue .....	356	382	(6.8)%
Cost of goods sold .....	(51,745)	(45,468)	13.8%
Distribution expenses .....	(8,386)	(7,919)	5.9%
Marketing and administration expenses .....	(16,850)	(17,294)	(2.6)%
Research and development costs .....	(1,696)	(1,670)	1.6%
<b>Underlying trading operating profit</b> .....	<b><u>16,103</u></b>	<b><u>15,119</u></b>	<b><u>6.5%</u></b>

### ***Underlying trading operating profit margin***

Underlying trading operating profit margin for Fiscal 2022 was 17.1%, a decrease of 30 basis points compared to Fiscal 2021. The margin decrease reflected significant cost inflation.

(CHF in millions, except for percentages)	Year ended December 31,	
	2022	2021
Sales .....	94,424	87,088
Underlying TOP .....	16,103	15,119
<b>Underlying TOP margin</b> .....	<b><u>17.1%</u></b>	<b><u>17.4%</u></b>

### ***Results of Operations—Segment Review***

Reporting by operating segment reflects the Group's management structure and the way financial information is regularly reviewed by the Group's chief operating decision maker (the "CODM"), which is defined as the Group's executive board. The CODM considers the business from both a geographic and product perspective, through geographic Zones as well as GMBs. Geographic zones and GMBs that meet the quantitative threshold of 10% of total sales, Trading operating profit or assets for all operating segments are presented on a stand-alone basis as reportable segments. Even though it does not meet the reporting threshold, Nespresso is voluntarily reported separately considering its financial contribution to the Group. As of January 1, 2022, following the creation of Zone North America and Zone Greater China, the Group is organized into five Zones and two significant GMBs. Therefore, the Group's reportable operating segments are:

- Zone North America ("Zone NA");
- Zone Europe ("Zone EUR");
- Zone Asia, Oceania and Africa ("Zone AOA");
- Zone Latin America ("Zone LATAM");
- Zone Greater China ("Zone GC");
- Nespresso;
- Nestlé Health Science; and
- Other Businesses, which is composed of businesses not under the direct control of the Zones or GMBs and Group procurement activities.

As described above under "—Items Affecting Comparability of Financial Statements", the figures in the financial statements relating to the reportable operating segments for Fiscal 2021 have been restated following changes to the Group's reportable operating segments effective from January 1, 2022.

Information is also disclosed according to seven product groups. These are: powdered and liquid beverages; water; milk products and ice cream; Nutrition and Health Science; prepared dishes and cooking aids; confectionery; and petcare.

Unallocated items represent items whose allocation to a reportable operating segment or product would be arbitrary. They mainly comprise corporate expenses and related assets or liabilities, research and development costs and related assets or liabilities and some goodwill and intangible assets.

For further information, see “*Note 3—Analyses by segment*” of the Guarantor 2023 Consolidated Financial Statements and the Guarantor 2022 Consolidated Financial Statements incorporated by reference in this Offering Memorandum.

*Fiscal 2023 Compared to Fiscal 2022*

**Reportable Operating Segments**

The following table presents the revenue and results of each of the Group’s reportable operating segments for Fiscal 2023 as compared to Fiscal 2022.

(CHF in millions, except for percentages)	Total Group	Zone NA	Zone EUR	Zone AOA	Zone LATAM	Zone GC	Nestlé Health Science	Nespresso	Other Businesses	Unallocated items
2023 Sales . . . . .	92,998	25,995	19,098	17,519	12,196	5,037	6,498	6,372	283	—
2022 Sales . . . . .	94,424	26,328	19,128	18,484	11,819	5,351	6,602	6,448	264	—
Real internal growth . . . . .	(0.3)%	(0.3)%	(2.4)%	0.3%	0.3%	2.5%	(3.2)%	2.0%	11.5%	—
Pricing . . . . .	7.5%	7.6%	10.6%	8.0%	8.9%	1.7%	4.8%	3.3%	1.7%	—
Organic Growth . . . . .	7.2%	7.3%	8.2%	8.3%	9.2%	4.2%	1.6%	5.3%	13.2%	—
Net M&A . . . . .	(0.9)%	(1.7)%	(3.4)%	(0.1)%	(0.2)%	0.1%	3.1%	(0.5)%	(0.0)%	—
Foreign Exchange . . . . .	(7.8)%	(6.8)%	(4.9)%	(13.5)%	(5.8)%	(10.2)%	(6.2)%	(6.0)%	(5.7)%	—
<b>Reported sales growth . . . . .</b>	<b>(1.5)%</b>	<b>(1.3)%</b>	<b>(0.2)%</b>	<b>(5.2)%</b>	<b>3.2%</b>	<b>(5.9)%</b>	<b>(1.6)%</b>	<b>(1.2)%</b>	<b>7.4%</b>	<b>—</b>

(CHF in millions, except for percentages)	Total Group	Zone NA	Zone EUR	Zone AOA	Zone LATAM	Zone GC	Nestlé Health Science	Nespresso	Other Businesses	Unallocated items
2023 Underlying TOP . . . . .	16,053	5,768	3,127	4,109	2,520	832	777	1,291	(12)	(2,359)
2022 Underlying TOP . . . . .	16,103	5,528	3,138	4,237	2,501	862	899	1,388	(17)	(2,433)

**Underlying trading operating profit, Underlying trading operating profit margin, Trading operating profit and Trading operating profit margin**

Underlying trading operating profit for Fiscal 2023 was CHF 16.1 billion, a decrease of CHF 50 million, or 0.3%, compared to Fiscal 2022. Underlying trading operating profit margin for Fiscal 2023 was 17.3%, an increase of 20 basis points compared to Fiscal 2022.

Trading operating profit for Fiscal 2023 was CHF 14.5 billion, an increase of CHF 1.3 billion, or 10.0%, compared to Fiscal 2022. Trading operating profit margin for Fiscal 2023 was 15.6%, an increase of 160 basis points compared to Fiscal 2022.

(CHF in millions, except for percentages)	Total Group	Zone NA	Zone EUR	Zone AOA	Zone LATAM	Zone GC	Nestlé Health Science	Nespresso	Other Businesses	Unallocated items
2023 Sales . . . . .	92,998	25,995	19,098	17,519	12,196	5,037	6,498	6,372	283	—
2022 Sales . . . . .	94,424	26,328	19,128	18,484	11,819	5,351	6,602	6,448	264	—
2023 Underlying TOP . . . . .	16,053	5,768	3,127	4,109	2,520	832	777	1,291	(12)	(2,359)
2022 Underlying TOP . . . . .	16,103	5,528	3,138	4,237	2,501	862	899	1,388	(17)	(2,433)
<b>2023 Underlying TOP margin . . . . .</b>	<b>17.3%</b>	<b>22.2%</b>	<b>16.4%</b>	<b>23.5%</b>	<b>20.7%</b>	<b>16.5%</b>	<b>12.0%</b>	<b>20.3%</b>	<b>(4.3)%</b>	<b>—</b>
<b>2022 Underlying TOP margin . . . . .</b>	<b>17.1%</b>	<b>21.0%</b>	<b>16.4%</b>	<b>22.9%</b>	<b>21.2%</b>	<b>16.1%</b>	<b>13.6%</b>	<b>21.5%</b>	<b>(6.1)%</b>	<b>—</b>
2023 TOP . . . . .	14,520	5,546	2,698	3,944	2,346	468	670	1,283	(15)	(2,420)
2022 TOP . . . . .	13,195	4,904	2,719	4,133	2,401	840	(596)	1,309	(19)	(2,496)
<b>2023 TOP margin . . . . .</b>	<b>15.6%</b>	<b>21.3%</b>	<b>14.1%</b>	<b>22.5%</b>	<b>19.2%</b>	<b>9.3%</b>	<b>10.3%</b>	<b>20.1%</b>	<b>(5.4)%</b>	<b>—</b>
<b>2022 TOP margin . . . . .</b>	<b>14.0%</b>	<b>18.6%</b>	<b>14.2%</b>	<b>22.4%</b>	<b>20.3%</b>	<b>15.7%</b>	<b>(9.0)%</b>	<b>20.3%</b>	<b>(6.9)%</b>	<b>—</b>

## Zone NA

In Fiscal 2023, Zone NA's sales were CHF 26.0 billion, a decrease of CHF 333 million, or 1.3%, compared to Fiscal 2022. OG was 7.3%, with pricing of 7.6%. RIG was (0.3)%, reflecting soft consumer demand, capacity constraints and the winding down of the frozen meals and pizza business in Canada. RIG turned positive in the fourth quarter of Fiscal 2023. Net divestitures reduced sales by 1.7%, as a result of the divestment of a majority stake in Freshly as well as the disposal of the Gerber Good Start infant formula brand in Fiscal 2022. Foreign exchange had a negative impact of 6.8%.

Growth in Zone NA was broad-based, driven by pricing as well as continued strong momentum for e-commerce and out-of-home channels. Zone NA saw market share gains in pet food, coffee and frozen meals.

By product category, Purina PetCare was the largest growth contributor, with broad-based demand across segments, channels and brands, particularly Purina ONE, Purina Pro Plan and Friskies. Sales for Nestlé Professional and Starbucks out-of-home continued to grow at a double-digit rate, led by new customer acquisition. The beverages category, including Starbucks products, Coffee mate and Nescafé, posted mid single-digit growth. Nido growing-up milks posted strong double-digit growth. Confectionery in Canada recorded high single-digit growth, driven by KitKat and Aero. Water saw low single-digit growth, based on a strong sales development in the fourth quarter. S.Pellegrino and Acqua Panna posted double-digit growth, which more than offset the impact of capacity constraints for Perrier. Growth in frozen food was negative, impacted by soft consumer demand and the winding down of the frozen meals and pizza business in Canada. In the U.S., growth in frozen food was close to flat, supported by Stouffer's, Jack's and Tombstone.

In Fiscal 2023, Zone NA's Underlying trading operating profit was CHF 5.8 billion, an increase of CHF 240 million, or 4.3%, compared to Fiscal 2022. Zone NA's Underlying trading operating profit margin for Fiscal 2023 was 22.2%, an increase of 120 basis points compared to Fiscal 2022, mainly as a result of the divestment of a majority stake in Freshly and portfolio optimization actions. Pricing and mix also helped to offset cost inflation and a significant increase in advertising and marketing expenses. Zone NA's underlying trading operating profit margin increased by 120 basis points, mainly as a result of the divestment of a majority stake in Freshly and portfolio optimization actions. Pricing and mix also helped to offset cost inflation and a significant increase in advertising and marketing expenses.

In Fiscal 2023, Zone NA's Trading operating profit was CHF 5.5 billion, an increase of CHF 642 million, or 13.1%, compared to Fiscal 2022. Zone NA's Trading operating profit margin for Fiscal 2023 was 21.3%, an increase of 270 basis points compared to Fiscal 2022.

## Zone EUR

In Fiscal 2023, Zone EUR's sales were CHF 19.1 billion, a decrease of CHF 30 million, or 0.2% compared to Fiscal 2022. OG was 8.2%, with pricing of 10.6%. RIG was (2.4)%, reflecting demand elasticity and capacity constraints. Foreign exchange negatively impacted sales by 4.9%. Net divestitures reduced sales by 3.4%.

Growth in Zone EUR was supported by pricing, strong sales development for e-commerce and continued momentum for out-of-home channels. Zone EUR saw market share gains in pet food and Infant Nutrition.

By product category, the key contributor to growth was Purina PetCare, driven by differentiated offerings across premium brands Felix, Gourmet and Purina ONE. Coffee saw mid single-digit growth, led by Nescafé soluble and ready-to drink products. Confectionery reported high single-digit growth, with continued market share gains for KitKat. Nestlé Professional posted double-digit growth, led by beverages. Infant Nutrition recorded high single-digit growth, based on continued momentum for premium infant formula, particularly NAN. Culinary posted mid single-digit growth, with robust sales developments for Maggi and Thomy. Water saw low single-digit growth, as strong momentum for S.Pellegrino and Acqua Panna was largely offset by the impact of temporary capacity constraints for Perrier.

In Fiscal 2023, Zone EUR's Underlying trading operating profit was CHF 3.1 billion, a decrease of CHF 11 million, or 0.4%, compared to Fiscal 2022. Zone EUR's Underlying trading operating profit margin for Fiscal 2023 was 16.4%, unchanged compared to Fiscal 2022. Significant cost inflation and higher advertising and marketing expenses offset pricing and portfolio optimization actions.

In Fiscal 2023, Zone EUR's Trading operating profit was CHF 2.7 billion, a decrease of CHF 21 million, or 0.8%, compared to Fiscal 2022. Zone EUR's Trading operating profit margin for Fiscal 2023 was 14.1%, a decrease of 10 basis points compared to Fiscal 2022.

#### Zone AOA

In Fiscal 2023, Zone AOA's sales were CHF 17.5 billion, a decrease of CHF 965 million, or 5.2%, compared to Fiscal 2022. OG was 8.3%, with RIG of 0.3% and Pricing of 8.0%, with broad-based contributions from all geographies and categories. Foreign exchange reduced sales by 13.5%, impacted by significant currency depreciation.

Growth in Zone AOA was supported by pricing as well as continued momentum of e-commerce and out-of-home channels. Zone AOA saw market share gains in confectionery and coffee. South-East Asia posted mid single-digit growth, led by the Philippines, with strong sales developments for Nescafé and Maggi. South Asia recorded strong double-digit growth across most categories. Growth in India was based on continued distribution expansion and new product launches, with strong momentum for Maggi, KitKat and Nescafé. Middle East and Africa saw double-digit growth, with particular strength for affordable offerings in Maggi, NAN and Milo. Japan reported mid single-digit growth, led by Purina PetCare, KitKat and ready-to-drink Nescafé. South Korea posted high single-digit growth, fueled by Starbucks products. The new Starbucks soluble coffee offering resonated strongly with consumers. Oceania recorded high single-digit growth, supported by innovation for KitKat, Purina PetCare and Nescafé.

By product category, Infant Nutrition was the largest growth contributor, led by NAN, Lactogen and Cerelac. Culinary recorded double-digit growth, with continued strength for Maggi. Coffee saw high single-digit growth, with robust demand for Nescafé and Starbucks products, particularly for ready-to-drink offerings. Ambient dairy posted mid single-digit growth, based on increased focus on products with functional benefits. Sales for Nestlé Professional grew at a strong double-digit rate across most geographies and categories, supported by channel penetration and customer acquisition. Confectionery reported high single-digit growth, fueled by strong momentum for KitKat. Purina PetCare saw mid single-digit growth, led by Purina ONE, Supercoat and Felix.

In Fiscal 2023, Zone AOA's Underlying trading operating profit was CHF 4.1 billion, a decrease of CHF 128 million, or 3.0%, compared to Fiscal 2022. Zone AOA's Underlying trading operating profit margin for Fiscal 2023 was 23.5%, an increase of 60 basis points compared to Fiscal 2022. Pricing, disciplined cost control and portfolio optimization more than offset the impact of input cost inflation and higher advertising and marketing expenses.

In Fiscal 2023, Zone AOA's Trading operating profit was CHF 3.9 billion, a decrease of CHF 189 million, or 4.6%, compared to Fiscal 2022. Zone AOA's Trading operating profit margin for Fiscal 2023 was 22.5%, an increase of 10 basis points compared to Fiscal 2022.

#### Zone LATAM

In Fiscal 2023, Zone LATAM's sales were CHF 12.2 billion, an increase of CHF 377 million, or 3.2%, compared to Fiscal 2022. OG was 9.2%, with RIG of 0.3%, turning positive in the second half and Pricing of 8.9%. Foreign exchange had a negative impact of 5.8%. Foreign exchange had a negative impact of 5.8%.

Zone LATAM recorded strong growth across all geographies and product categories. Growth was supported by pricing, strong operational execution and continued momentum for out-of-home channels. Zone LATAM saw market share gains in pet food, Infant Nutrition and culinary.

Brazil posted strong double-digit growth, with continued momentum for confectionery, Infant Nutrition and beverages. Within beverages, Nescafé posted strong sales growth driven by portioned coffee. Mexico reported high single-digit growth, with strong sales developments for dairy, coffee and Nestlé Professional. By product category, confectionery was the largest growth contributor, reflecting strong demand for KitKat and key local brands. In this category, Chocobiscuits saw particularly strong growth. Coffee reported high single-digit growth, led by Nescafé soluble and ready-to-drink coffee. Dairy posted high single-digit growth, supported by dairy culinary solutions and fortified milks. Infant Nutrition saw high single-digit growth, based on solid momentum for NAN infant formula, Mucilon infant cereal and Materna products. Sales for Nestlé Professional grew at a

strong double-digit rate, with continued customer expansion for branded coffee solutions. Culinary posted high single-digit growth, based on new product launches and further traction for Recetas Nestlé, the largest online recipe platform in Latin America. Purina PetCare saw mid single-digit growth, following a high base of comparison in 2022.

In Fiscal 2023, Zone LATAM's Underlying trading operating profit was CHF 2.5 billion, an increase of CHF 19 million, or 0.8%, compared to Fiscal 2022. Zone LATAM's Underlying trading operating profit margin for Fiscal 2023 was 20.7%, a decrease of 50 basis points compared to Fiscal 2022. One-off items in the prior year more than offset pricing and cost efficiencies.

In Fiscal 2023, Zone LATAM's Trading operating profit was CHF 2.3 billion, a decrease of CHF 55 million, or 2.3%, compared to Fiscal 2022. Zone LATAM's Trading operating profit margin for Fiscal 2023 was 19.2%, a decrease of 110 basis points compared to Fiscal 2022.

#### Zone GC

In Fiscal 2023, Zone GC's sales were CHF 5.0 billion, a decrease of CHF 314 million, or 5.9%, compared to Fiscal 2022. OG was 4.2%, with RIG of 2.5% and Pricing of 1.7%. Foreign exchange had a negative impact of 10.2%.

Growth in Zone GC was supported by strong sales developments for out-of-home businesses and e-commerce momentum. The Zone saw market share gains in soluble coffee, pet food and confectionery.

By product category, Nestlé Professional was the largest growth contributor, supported by innovation and distribution expansion. Culinary posted high single-digit growth, with increased demand for Totole in out-of-home channels and new product launches. Confectionery recorded mid single-digit growth, led by Shark wafer and Hsu Fu Chi. Infant Nutrition saw positive growth, led by NAN hypoallergenic and specialty offerings. In the fourth quarter, Zone GC launched a growing-up milk solution for illuma containing HMOs. Sales of healthy aging products grew at a double-digit rate, supported by the launch of N3 milk, a unique science-based innovation that is as nutritious as milk and low in lactose. Coffee reported low single-digit growth, supported by ready-to-drink offerings. Sales for Purina PetCare grew at a double-digit rate, based on new product launches and strong e-commerce momentum.

In Fiscal 2023, Zone GC's Underlying trading operating profit was CHF 832 million, a decrease of CHF 30 million, or 3.5%, compared to Fiscal 2022. Zone GC's Underlying trading operating profit margin for Fiscal 2023 was 16.5%, an increase of 40 basis points compared to Fiscal 2022 supported by favorable mix and disciplined cost control.

In Fiscal 2023, Zone GC's Trading operating profit was CHF 468 million, a decrease of CHF 372 million, or 44.3%, compared to Fiscal 2022. Zone GC's Trading operating profit margin for Fiscal 2023 was 9.3%, a decrease of 640 basis points compared to Fiscal 2022.

#### Nestlé Health Science

In Fiscal 2023, Nestlé Health Science's sales were CHF 6.5 billion, a decrease of CHF 104 million, or 1.6%, compared to Fiscal 2022. OG was 1.6%, with RIG of (3.2)% and Pricing of 4.8%. Net acquisitions increased sales by 3.1%, largely related to the consolidation of Orgain from April 2022. Foreign exchange negatively impacted sales by 6.2%.

Vitamins, minerals and supplements saw negative growth. Sales in the second half decreased following an IT integration issue encountered during the consolidation of U.S. packaging sites. The recovery is taking longer than expected as the extent of the issue was deeper and more complex than initially thought. The resulting supply constraints are expected to be fully resolved by the end of the first half of 2024, with an acceleration of growth expected in the second half of the year. Vitamins, minerals and supplements brand Pure Encapsulations was not affected by the supply issue and saw double-digit growth. Active Nutrition reported mid single-digit growth, with robust sales developments for Orgain and Vital Proteins. Medical Nutrition recorded strong double-digit growth, with market share gains across all segments. Growth was led by adult medical care products, pediatric products and Vitaflo. The gastrointestinal portfolio, including Vowst and Zenpep, saw strong double-digit growth. By geography, North America saw a sales decrease. Europe reported mid single-digit growth. Other regions combined posted high single-digit growth.



In Fiscal 2023, Nestlé Health Science's Underlying trading operating profit was CHF 777 million, a decrease of CHF 122 million, or 13.6%, compared to Fiscal 2022. Nestlé Health Science's Underlying trading operating profit margin for Fiscal 2023 was 12.0%, a decrease of 160 basis points compared to Fiscal 2022, as a result of the impact of temporary supply constraints.

In Fiscal 2023, Nestlé Health Science's Trading operating profit was CHF 670 million, an increase of CHF 1.3 billion, or 212.4%, compared to Fiscal 2022. Nestlé Health Science's Trading operating profit margin for Fiscal 2023 was 10.3%, an increase of 1,930 basis points compared to Fiscal 2022.

### Nespresso

In Fiscal 2023, Nespresso's sales were CHF 6.4 billion, a decrease of CHF 76 million, or 1.2%, compared to Fiscal 2022. OG was 5.3%, with RIG of 2.0% and Pricing of 3.3%. Foreign exchange negatively impacted sales by 6.0%.

The key growth contributor was the Vertuo system, which continued to see broad-based momentum. Growth in out-of-home channels was also strong, with further adoption of the Momento system, particularly in the office segment. Innovation continued to resonate with consumers, including the launch of home compostable coffee capsules and the ultra-premium No 20 limited edition, a unique arabica variety. In 2023, Nespresso was recognized as one of the top 100 most valuable brands in the world (in the Interbrand annual ranking).

By geography, North America posted double-digit growth, with continued market share gains. Europe reported low single-digit growth. Other regions combined saw mid single-digit growth.

In Fiscal 2023, Nespresso's Underlying trading operating profit was CHF 1.3 billion, a decrease of CHF 97 million, or 7.0%, compared to Fiscal 2022. Nespresso's Underlying trading operating profit margin for Fiscal 2023 was 20.3%, a decrease of 120 basis points compared to Fiscal 2022. Significant cost inflation and the appreciation of the Swiss franc more than offset pricing actions and cost efficiencies. The business continued to invest in the rollout of the Vertuo system as well as in-brand marketing.

In Fiscal 2023, Nespresso's Trading operating profit was CHF 1.3 billion, a decrease of CHF 26 million, or 2.0%, compared to Fiscal 2022. Nespresso's Trading operating profit margin for Fiscal 2023 was 20.1%, a decrease of 20 basis points compared to Fiscal 2022.

### **Products**

The following table presents the revenue and results of the Group's products for Fiscal 2023 as compared to Fiscal 2022.

(CHF in millions, except for percentages)	Total Group	Powdered & liquid beverages	Water	Milk products & ice cream	Nutrition & Health Science	Prepared dishes & cooking aids	Confectionery	PetCare	Unallocated items
2023 Sales . . . . .	92,998	24,786	3,320	10,981	15,278	11,666	8,107	18,860	—
2022 Sales . . . . .	94,424	25,218	3,536	11,289	15,678	12,484	8,118	18,101	—
Real internal growth . . . . .	(0.3)%	0.0%	(5.1)%	(1.6)%	(1.6)%	(2.5)%	1.5%	2.8%	—%
Pricing . . . . .	7.5%	6.4%	10.0%	7.7%	7.0%	7.4%	7.0%	9.3%	—%
<b>Organic Growth . . . . .</b>	<b>7.2%</b>	<b>6.4%</b>	<b>4.9%</b>	<b>6.1%</b>	<b>5.4%</b>	<b>4.9%</b>	<b>8.5%</b>	<b>12.1%</b>	<b>—%</b>
2023 Underlying TOP . . . . .	16,053	5,130	351	2,688	2,831	2,136	1,364	3,912	(2,359)
2022 Underlying TOP . . . . .	16,103	5,593	277	2,568	2,990	2,038	1,364	3,706	(2,433)
<b>2023 Underlying TOP margin . . . . .</b>	<b>17.3%</b>	<b>20.7%</b>	<b>10.6%</b>	<b>24.5%</b>	<b>18.5%</b>	<b>18.3%</b>	<b>16.8%</b>	<b>20.7%</b>	<b>—</b>
<b>2022 Underlying TOP margin . . . . .</b>	<b>17.1%</b>	<b>22.2%</b>	<b>7.8%</b>	<b>22.7%</b>	<b>19.1%</b>	<b>16.3%</b>	<b>16.8%</b>	<b>20.5%</b>	<b>—</b>



Fiscal 2022 Compared to Fiscal 2021

Reportable Operating Segments

The following table presents the revenue and results of the Group's reportable operating segments for Fiscal 2022 as compared to Fiscal 2021. As explained above under “—Results of Operations—Segment Review” and “—Items Affecting Comparability of Financial Statements”, the figures for Fiscal 2021 are on a restated basis.

(CHF in millions, except for percentages)	Total Group	Zone NA	Zone EUR	Zone AOA	Zone LATAM	Zone GC	Nespresso	Nestlé Health Science	Other Businesses	Unallocated items
2022 Sales	94,424	26,328	19,128	18,484	11,819	5,351	6,448	6,602	264	—
2021 Sales <sup>(1)</sup>	87,088	23,693	18,794	17,894	10,086	5,175	6,418	4,822	206	—
Real internal growth	0.1%	(1.3)%	0.9%	0.1%	1.5%	1.0%	(1.7)%	0.6%	25.2%	—
Pricing	8.2%	11.6%	6.4%	8.1%	11.6%	2.5%	5.2%	3.4%	3.2%	—
Organic Growth	8.3%	10.3%	7.2%	8.2%	13.1%	3.5%	3.5%	4.0%	28.4%	—
Net M&A	1.1%	(3.8)%	2.1%	(0.1)%	0.1%	0.0%	(0.3)%	31.5%	0.0%	—
Foreign Exchange	(0.9)%	4.7%	(7.6)%	(4.9)%	4.0%	(0.1)%	(2.7)%	1.5%	(0.1)%	—
<b>Reported sales growth</b>	<b>8.4%</b>	<b>11.1%</b>	<b>1.8%</b>	<b>3.3%</b>	<b>17.2%</b>	<b>3.4%</b>	<b>0.5%</b>	<b>36.9%</b>	<b>28.3%</b>	—
2022 Underlying TOP	16,103	5,528	3,138	4,237	2,501	862	1,388	899	(17)	(2,433)
2021 Underlying TOP <sup>(1)</sup>	15,119	4,804	3,439	4,288	2,208	700	1,475	654	(32)	(2,417)

(1) Restated following the decision to reorganize the Group's geographical Zones into five geographical Zones, effective January 1, 2022. See “—Items Affecting Comparability of Financial Statements—Reorganization of Geographic Zones” for further information.

Underlying trading operating profit for Fiscal 2022 was CHF 16.1 billion, an increase of CHF 984 million, or 6.5%, compared to Fiscal 2021. Underlying trading operating profit margin for Fiscal 2022 was 17.1%, a decrease of 30 basis points compared to Fiscal 2021, reflecting significant cost inflation.

Trading operating profit for Fiscal 2022 was CHF 13.2 billion, an increase of CHF 1.0 billion, or 8.5%, compared to Fiscal 2021. Trading operating profit margin for Fiscal 2022 was 14.0%, unchanged compared to Fiscal 2021.

(CHF in millions, except for percentages)	Total Group	Zone NA	Zone EUR	Zone AOA	Zone LATAM	Zone GC	Nespresso	Nestlé Health Science	Other Businesses	Unallocated items
2022 Sales	94,424	26,328	19,128	18,484	11,819	5,351	6,448	6,602	264	—
2021 Sales <sup>(1)</sup>	87,088	23,693	18,794	17,894	10,086	5,175	6,418	4,822	206	—
2022 Underlying TOP	16,103	5,528	3,138	4,237	2,501	862	1,388	899	(17)	(2,433)
2021 Underlying TOP <sup>(1)</sup>	15,119	4,804	3,439	4,288	2,208	700	1,475	654	(32)	(2,417)
<b>2022 Underlying TOP margin</b>	<b>17.1%</b>	<b>21.0%</b>	<b>16.4%</b>	<b>22.9%</b>	<b>21.2%</b>	<b>16.1%</b>	<b>21.5%</b>	<b>13.6%</b>	<b>(6.1)%</b>	—
<b>2021 Underlying TOP margin<sup>(1)</sup></b>	<b>17.4%</b>	<b>20.3%</b>	<b>18.3%</b>	<b>24.0%</b>	<b>21.9%</b>	<b>13.5%</b>	<b>23.0%</b>	<b>13.6%</b>	<b>(15.6)%</b>	—
2022 TOP	13,195	4,904	2,719	4,133	2,401	840	1,309	(596)	(19)	(2,496)
2021 TOP <sup>(1)</sup>	12,159	4,548	3,316	3,399	2,053	(466)	1,456	628	(121)	(2,654)
<b>2022 TOP margin</b>	<b>14.0%</b>	<b>18.6%</b>	<b>14.2%</b>	<b>22.4%</b>	<b>20.3%</b>	<b>15.7%</b>	<b>20.3%</b>	<b>(9.0)%</b>	<b>(6.9)%</b>	—
<b>2021 TOP margin<sup>(1)</sup></b>	<b>14.0%</b>	<b>19.2%</b>	<b>17.6%</b>	<b>19.0%</b>	<b>20.4%</b>	<b>(9.0)%</b>	<b>22.7%</b>	<b>13.0%</b>	<b>(58.9)%</b>	—

(1) Restated following the decision to reorganize the Group's geographical Zones into five geographical Zones, effective January 1, 2022. See “—Items Affecting Comparability of Financial Statements—Reorganization of Geographic Zones” for further information.

Zone NA

In Fiscal 2022, Zone NA's sales were CHF 26.3 billion, an increase of CHF 2.6 billion, or 11.1%, compared to Fiscal 2021. OG was 10.3%, with Pricing of 11.6%. RIG was (1.3)%, following pricing activities, a high base of comparison in 2021 and supply constraints. In the fourth quarter, RIG was (4.9)%, largely impacted by portfolio optimization actions, a growth moderation in out-of-home channels and temporary capacity constraints

for water. Net divestitures reduced sales by 3.8%, mainly due to the divestment of the Nestlé Waters North America brands. Foreign exchange had a positive impact of 4.7%.

Zone NA saw broad-based growth across brands and categories, driven by pricing, strong operational execution and continued momentum in e-commerce. Nestlé gained market share in Zone NA, led by pet food, portioned coffee and baby food.

By product category, Purina PetCare was the largest growth contributor with strong momentum across channels, particularly in e-commerce and pet specialty stores. Purina Pro Plan, including veterinary products, Purina ONE and Fancy Feast, all saw strong double-digit growth, supported by innovation. Sales in Nestlé Professional and Starbucks out-of-home products grew at a strong double-digit rate. Beverages, including Starbucks at-home products, Coffee mate and Nescafé, posted high single-digit growth, helped by new product launches. Prior to the divestiture of Gerber Good Start infant formula in November, the brand recorded strong demand following supply constraints in the market. Baby food reported robust growth, led by healthy snacking.

Frozen food saw low single-digit growth, with robust sales developments for Hot Pockets frozen snacks and DiGiorno pizza. Premium water posted mid single-digit growth, with a sales decrease in the fourth quarter mainly due to temporary capacity constraints. Ready-to-drink Nesquik in the United States and KitKat in Canada reported strong growth, supported by new product launches and execution.

In Fiscal 2022, Zone NA's Underlying trading operating profit was CHF 5.5 billion, an increase of CHF 724 million, or 15.1%, compared to Fiscal 2021. Zone NA's Underlying trading operating profit margin for Fiscal 2022 was 21.0%, an increase of 70 basis points compared to Fiscal 2021. Pricing, growth leverage and portfolio management more than offset significant cost inflation.

In Fiscal 2022, Zone NA's Trading operating profit was CHF 4.9 billion, an increase of CHF 356 million, or 7.8%, compared to Fiscal 2021. Zone NA's Trading operating profit margin for Fiscal 2022 was 18.6%, a decrease of 60 basis points compared to Fiscal 2021.

### Zone EUR

In Fiscal 2022, Zone EUR's sales were CHF 19.1 billion, an increase of CHF 334 million, or 1.8%, compared to Fiscal 2021. OG was 7.2%, with Pricing of 6.4%. RIG was resilient at 0.9%, following a high base of comparison in Fiscal 2021 as well as supply constraints. Foreign exchange negatively impacted sales by 7.6%, reflecting the appreciation of the Swiss franc against the euro.

In a challenging environment, Zone EUR demonstrated resilience and a commitment to invest for the long-term. In Ukraine, Nestlé announced a CHF 40 million investment for a new production facility in the Volyn region.

Zone EUR saw market share gains in confectionery, pet food and Infant Nutrition. By product category, the key growth driver was Purina PetCare, fueled by premium brands Gourmet, Felix and Purina Pro Plan. Growth was strong across all channels, particularly in e-commerce and pet specialty stores. Sales in Nestlé Professional grew at a strong double-digit rate, helped by new growth platforms and increased distribution, particularly for beverages. Water saw double-digit growth, with a sales decrease in the fourth quarter mainly due to temporary capacity constraints. Coffee posted mid single-digit growth, led by Nescafé soluble coffee and continued strong sales developments for Starbucks by Nespresso. Confectionery reported mid single-digit growth, with strong demand for KitKat and seasonal offerings. Sales in Infant Nutrition grew at a double-digit rate, based on strong momentum for premium infant formula, including HMO products. Culinary recorded a sales decrease, impacted by negative growth in pizza and noodles. Garden Gourmet plant-based products continued to see double-digit growth, reflecting new product launches.

In Fiscal 2022, Zone EUR's Underlying trading operating profit was CHF 3.1 billion, a decrease of CHF 301 million, or 8.8%, compared to Fiscal 2021. Zone EUR's Underlying trading operating profit margin for Fiscal 2022 was 16.4%, a decrease of 190 basis points compared to Fiscal 2021. Significant cost inflation and the impact of war-induced supply chain constraints outweighed pricing, growth leverage and cost efficiencies.

In Fiscal 2022, Zone EUR's Trading operating profit was CHF 2.7 billion, a decrease of CHF 597 million, or 18.0%, compared to Fiscal 2021. Zone EUR's Trading operating profit margin for Fiscal 2022 was 14.2%, a decrease of 340 basis points compared to Fiscal 2021.

### Zone AOA

In Fiscal 2022, Zone AOA's sales were CHF 18.5 billion, an increase of CHF 590 million, or 3.3%, compared to Fiscal 2021. OG reached 8.2%, with Pricing of 8.1%. RIG was 0.1%, impacted by a high base of comparison in 2021 and portfolio optimization actions. Foreign exchange reduced sales by 4.9%.

Growth in Zone AOA was driven by pricing, continued recovery of out-of-home channels and innovation. Zone AOA saw market share gains in coffee, culinary and Infant Nutrition.

Southeast Asia saw mid single-digit growth, led by Nescafé, Maggi and Milo. South Asia posted double-digit growth, with market share gains and continued momentum for Maggi, KitKat and Nescafé. Sales in the Middle East and Africa grew at a double-digit rate, based on strong momentum for affordable offerings across Maggi and Milo as well as broad-based demand for Infant Nutrition products. Despite portfolio optimization, Japan reported low single-digit growth, supported by Nescafé, Starbucks and Purina PetCare. Sales in South Korea grew at a double-digit rate, driven by Starbucks products and increased demand for KitKat. Oceania recorded high single-digit growth, with particular strength for Nescafé, Maggi and KitKat.

By product category, culinary was the largest growth contributor, led by Maggi cooking aids and noodles. Sales in Nestlé Professional grew at a strong double-digit rate across geographies and categories, fueled by increased distribution. Coffee saw high single-digit growth, with continued strong demand for Nescafé and Starbucks products. Zone AOA launched Starbucks ready-to-drink products in seven markets. Infant Nutrition reached high single-digit growth, based on innovation and increased distribution. Cocoa and malt beverages posted high single-digit growth, driven by Milo. Sales in confectionery grew at a double-digit rate, led by KitKat. Purina PetCare reported high single-digit growth, with continued momentum for Purina ONE, Felix and Purina Pro Plan. Ambient dairy saw a slight sales decrease, largely due to portfolio optimization actions.

In Fiscal 2022, Zone AOA's Underlying trading operating profit was CHF 4.2 billion, a decrease of CHF 51 million, or 1.2%, compared to Fiscal 2021. Zone AOA's Underlying trading operating profit margin for Fiscal 2022 was 22.9%, a decrease of 110 basis points compared to Fiscal 2021. Significant cost inflation more than offset pricing, growth leverage and disciplined cost control.

In Fiscal 2022, Zone AOA's Trading operating profit was CHF 4.1 billion, an increase of CHF 734 million, or 21.6%, compared to Fiscal 2021. Zone AOA's Trading operating profit margin for Fiscal 2022 was 22.4%, an increase of 340 basis points when compared with Fiscal 2021.

### Zone LATAM

In Fiscal 2022, Zone LATAM's sales were CHF 11.8 billion, an increase of CHF 1.7 billion, or 17.2%, compared to Fiscal 2021. OG was 13.1%, with Pricing of 11.6%. RIG was 1.5%, following a high base of comparison in 2021. Foreign exchange had a positive impact of 4.0%.

Zone LATAM saw sustained broad-based growth, supported by pricing, strong operational execution and continued momentum of out-of-home channels. Zone LATAM saw market share gains in Infant Nutrition, pet food and culinary.

Sales in Brazil grew at a strong double-digit rate, reflecting high demand for confectionery and Infant Nutrition as well as cocoa and malt beverages. Mexico saw double-digit growth, with strong sales developments for Purina PetCare, Nescafé and Carnation. Sales in Chile grew at a double-digit rate, led by confectionery, coffee and Purina PetCare. Colombia and the Plata Region continued to see strong double-digit growth.

By product category, confectionery was the largest growth contributor, based on strong demand for key local brands and KitKat. Sales in Purina PetCare grew at a double-digit rate, led by Dog Chow, Cat Chow and Purina Pro Plan, as well as the continued expansion of Purina ONE across Zone LATAM. Coffee posted broad-based double-digit growth, supported by Nescafé soluble coffee, Nescafé Dolce Gusto and Starbucks products. Dairy reported high single-digit growth, based on strong sales developments for fortified milks and home-baking products. Infant Nutrition recorded high single-digit growth, based on continued momentum for Nido and NAN. Sales in Nestlé Professional grew at a strong double-digit rate, significantly exceeding 2019 levels, with growth fueled by new digital platforms. Water also posted strong double-digit growth. Plant-based products saw strong growth, helped by the expansion of dairy alternatives for La Lechera and by Nature's Heart.

In Fiscal 2022, Zone LATAM's Underlying trading operating profit was CHF 2.5 billion, an increase of CHF 293 million, or 13.3%, compared to Fiscal 2021. Zone LATAM's Underlying trading operating profit

margin for Fiscal 2022 was 21.2%, a decrease of 70 basis points compared with Fiscal 2021, as one-off items and cost inflation more than offset pricing, growth leverage and disciplined cost control.

In Fiscal 2022, Zone LATAM's Trading operating profit was CHF 2.4 billion, an increase of CHF 348 million, or 17.0%, compared to Fiscal 2021. Zone LATAM's Trading operating profit margin for Fiscal 2022 was 20.3%, a decrease of 5 basis points compared to Fiscal 2021.

#### Zone GC

In Fiscal 2022, Zone GC's sales were CHF 5.4 billion, an increase of CHF 176 million, or 3.4%, compared to Fiscal 2021. OG was 3.5%, with Pricing of 2.5%. RIG was 1.0%, impacted by COVID-19-related movement restrictions.

Growth in Zone GC was supported by strong operational execution, e-commerce momentum and continued innovation.

By product category, Infant Nutrition saw high single-digit growth, with improved market share trends for NAN and Illuma. Coffee posted high single-digit growth, led by Nescafé soluble and ready-to-drink coffee, as well as Starbucks products. In confectionery, Hsu Fu Chi reported high single-digit growth, helped by innovation, including the launch of savory snacks. Culinary recorded mid single-digit growth, helped by increased distribution and innovation. Sales in Purina PetCare grew at a double-digit rate, with strong growth in specialty channels and e-commerce. As a result of movement restrictions, Nestlé Professional saw a mid single-digit sales decrease, with market share gains supported by new customers and product launches.

In Fiscal 2022, Zone GC's Underlying trading operating profit was CHF 862 million, an increase of CHF 162 million, or 23.1%, compared to Fiscal 2021. Zone GC's Underlying trading operating profit margin for Fiscal 2022 was 16.1%, an increase of 260 basis points compared to Fiscal 2021. Favorable mix and disciplined cost control more than offset cost inflation.

In Fiscal 2022, Zone GC's Trading operating profit was CHF 840 million, an increase of CHF 1.3 billion, or 280.3%, compared to Fiscal 2021. Zone GC's Trading operating profit margin for Fiscal 2022 was 15.7%, an increase of 2,470 basis points compared with Fiscal 2021.

#### Nespresso

In Fiscal 2022, Nespresso's sales were CHF 6.4 billion, an increase of CHF 30 million, or 0.5%, compared to Fiscal 2021. OG was 3.5%, with Pricing of 5.2%. RIG was (1.7)%, following strong growth of 8.2% in 2021 during the pandemic. Foreign exchange negatively impacted sales by 2.7%.

Growth in Nespresso was led by broad-based momentum for the Vertuo system. Vertuo Pop, a new compact machine, was launched in 10 markets. Growth was also supported by a strong recovery of out-of-home channels, with continued expansion of the Momento system and improved sales development for the office segment. Innovation and new product launches, including the year-end festive campaign with Pierre Hermé, continued to resonate with consumers.

By geography, North America posted double-digit growth with continued market share gains. Europe reported a sales decrease, with growth turning positive in the fourth quarter. Other regions combined recorded high single-digit growth.

In Fiscal 2022, Nespresso's Underlying trading operating profit was CHF 1.4 billion, a decrease of CHF 87 million, or 5.9%, compared to Fiscal 2021. Nespresso's Underlying trading operating profit margin for Fiscal 2022 was 21.5%, a decrease of 150 basis points compared to Fiscal 2021, impacted by cost inflation and investments in the rollout of the Vertuo system.

In Fiscal 2022, Nespresso's Trading operating profit was CHF 1.3 billion, a decrease of CHF 147 million, or 10.1%, compared to Fiscal 2021. Nespresso's Trading operating profit margin for Fiscal 2022 was 20.3%, a decrease of 240 basis points compared with Fiscal 2021.

#### Nestlé Health Science

In Fiscal 2022, Nestlé Health Science's sales were CHF 6.6 billion, an increase of CHF 1.8 billion, or 36.9%, compared to Fiscal 2021. OG was 4.0%, with increased Pricing of 3.4%. RIG was 0.6%, following strong

double-digit growth in both 2020 and 2021 during the pandemic. Net acquisitions increased sales by 31.5%, largely related to the acquisitions of the core brands of The Bountiful Company and Orgain. Foreign exchange positively impacted sales by 1.5%.

Consumer Care posted positive growth, as double-digit growth in active nutrition was offset by a slight sales decrease in vitamins, minerals and supplements. Within active nutrition, healthy-aging products were the largest contributor to growth, led by Boost and Nutren. Vital Proteins and Orgain saw double-digit growth with market share gains. Within vitamins, minerals and supplements, growth for The Bountiful Company brands and Garden of Life were impacted by a high base of comparison for immunity-related products during the pandemic.

Medical Nutrition recorded double-digit growth, with strong sales developments for pediatric and allergy products Althéra, Alfaré and Alfamino. Adult medical care products also posted strong growth based on new product launches.

By geography, sales in North America grew at a low single-digit rate. Europe reported positive growth. Other regions combined posted high single-digit growth. Overall, Nestlé Health Science saw broad-based market share gains.

In Fiscal 2022, Nestlé Health Science's Underlying trading operating profit was CHF 899 million, an increase of CHF 245 million, or 37.5%, compared to Fiscal 2021. Nespresso's Underlying trading operating profit margin for Fiscal 2022 was 13.6%, unchanged compared to Fiscal 2021, as cost synergies from newly acquired businesses and growth leverage were offset by cost inflation and growth investments.

In Fiscal 2022, Nestlé Health Science's Trading operating profit was CHF (596) million, a decrease of CHF 1.2 billion, or 194.9%, compared to Fiscal 2021. Nestlé Health Science's Trading operating profit margin for Fiscal 2022 was (9.0)%, a decrease of 2,200 basis points when compared with Fiscal 2021.

## Products

The following table presents the revenue and results of the Group's products for Fiscal 2022 as compared to Fiscal 2021.

(CHF in millions, except for percentages)	Total Group	Powdered & liquid beverages	Water	Milk products & ice cream	Nutrition & Health Science	Prepared dishes & cooking aids	Confectionery	PetCare	Unallocated items
2022 Sales	94,424	25,218	3,536	11,289	15,678	12,484	8,118	18,101	—
2021 Sales	87,088	23,975	4,040	10,700	13,157	12,146	7,514	15,556	—
Real internal growth	0.1%	0.2%	2.2%	(4.3)%	1.7%	(6.9)%	4.8%	4.3%	—
Pricing	8.2%	7.8%	8.9%	9.6%	5.7%	10.0%	4.7%	10.2%	—
<b>Organic Growth</b>	<b>8.3%</b>	<b>8.0%</b>	<b>11.0%</b>	<b>5.4%</b>	<b>7.4%</b>	<b>3.1%</b>	<b>9.4%</b>	<b>14.5%</b>	—
2022 Underlying TOP	16,103	5,593	277	2,568	2,990	2,038	1,364	3,706	(2,433)
<b>2021 Underlying TOP</b>	<b>15,119</b>	<b>5,631</b>	<b>364</b>	<b>2,707</b>	<b>2,307</b>	<b>2,040</b>	<b>1,205</b>	<b>3,282</b>	<b>(2,417)</b>
<b>2022 Underlying TOP margin</b>	<b>17.1%</b>	<b>22.2%</b>	<b>7.8%</b>	<b>22.7%</b>	<b>19.1%</b>	<b>16.3%</b>	<b>16.8%</b>	<b>20.5%</b>	—
<b>2021 Underlying TOP margin</b>	<b>17.4%</b>	<b>23.5%</b>	<b>9.0%</b>	<b>25.3%</b>	<b>17.5%</b>	<b>16.8%</b>	<b>16.0%</b>	<b>21.1%</b>	—

## Liquidity and Capital Resources

### General

The Group's historical liquidity needs have arisen primarily to finance the Group's operations (e.g., capital expenditures), business acquisitions and the payment of dividends, as well as the share buyback programs. The primary sources of liquidity have been our cash flows from our operations, cash received from business disposals and borrowings under our available borrowing facilities.

### Cash Flow, Capital Expenditure and Net Financial Debt

Operating cash flow ("Operating cash flow") equals cash generated from operations less interest paid and taxes paid, plus dividends and interest from third parties, associates and joint ventures.



Capital expenditure (“*Capital expenditure*”) refers only to the Group’s investment in property, plant and equipment.

Free cash flow (“Free cash flow”) equals Operating cash flow less capital expenditure, expenditure on intangible assets and other investing activities. This alternative performance measure is useful for Management as it represents the cash-generating capability of the Group to pay dividends, repay providers of capital or carry out acquisitions, if any. See “*Presentation of Financial and Other Data—Use of Non-IFRS Accounting Standards Financial Measures*” included elsewhere in this Offering Memorandum and the Alternative Performance Measures incorporated by reference in this Offering Memorandum for further information.

Net financial debt at the end of the period or year, as applicable, (“Net financial debt”) represents the net level of financial debt contracted by the Group with external parties at the end of a reporting period (e.g., bonds, commercial papers) after considering cash and investments readily convertible into cash. This alternative performance measure is composed of the current and non-current financial debt, derivatives hedging financial debt and liquid assets less cash and cash equivalent and short-term investments. The Operating cash flow-to-Net financial debt ratio is a useful metric for Management, as it highlights the ability of the Group to repay its debt. See “*Presentation of Financial and Other Data—Use of Non-IFRS Accounting Standards Financial Measures*” included elsewhere in this Offering Memorandum and the Alternative Performance Measures incorporated by reference in this Offering Memorandum for further information.

*Reconciliation of Free cash flow and composition of Net financial debt for Fiscal 2023, Fiscal 2022 and Fiscal 2021*

(CHF in millions, except for percentages)	Year ended December 31,		
	2023	2022	2021
Operating cash flow . . . . .	15,941	11,907	13,864
Capital expenditure. . . . .	(5,714)	(5,095)	(4,880)
Expenditure on intangible assets . . . . .	(489)	(266)	(461)
Other investing activities . . . . .	665	24	192
<b>Free cash flow . . . . .</b>	<b>10,403</b>	<b>6,570</b>	<b>8,715</b>
Current financial debt. . . . .	(9,416)	(10,892)	(10,092)
Non-current financial debt. . . . .	(45,825)	(43,420)	(36,482)
Cash and cash equivalents. . . . .	4,816	5,511	6,988
Short-term investments. . . . .	1,035	1,176	7,007
Derivatives . . . . .	(248)	(534)	(338)
<b>Net financial debt at end of year . . . . .</b>	<b>(49,638)</b>	<b>(48,159)</b>	<b>(32,917)</b>

*Fiscal 2023 Compared to Fiscal 2022*

Operating cash flow in Fiscal 2023 was CHF 15.9 billion, compared to CHF 11.9 billion in Fiscal 2022. The increase in operating cash flow was mainly due to a significant reduction in working capital (mainly due to lower inventory levels).

Capital expenditures in Fiscal 2023 were CHF 5.7 billion compared to CHF 5.1 billion in Fiscal 2022.

Free cash flow in Fiscal 2023 was CHF 10.4 billion, compared to CHF 6.6 billion in Fiscal 2022, reflecting an increase of CHF 3.8 billion following an increase of the operating cash flow.

Net financial debt increased to CHF 49.6 billion as at December 31, 2023, compared to CHF 48.2 billion as at December 31, 2022. The increase largely reflected the dividend payment of CHF 7.8 billion and share buybacks of CHF 5.1 billion.

*Fiscal 2022 Compared to Fiscal 2021*

Operating cash flow in Fiscal 2022 was CHF 11.9 billion, compared to CHF 13.9 billion in Fiscal 2021.

Capital expenditures in Fiscal 2022 were CHF 5.1 billion, compared to CHF 4.9 billion in Fiscal 2021. Capital expenditure remained at an elevated level due to increased demand, particularly for PetCare.



Free cash flow in Fiscal 2022 was CHF 6.6 billion, compared to CHF 8.7 billion in Fiscal 2021, reflecting a deliberate and temporary increase in inventories in the context of supply chain disruptions and the energy crisis in Europe.

Net financial debt increased to CHF 48.2 billion as at December 31, 2022, compared to CHF 32.9 billion as at December 31, 2021.

### **Off-Balance Sheet Arrangements and Aggregate Contractual Obligations**

The Group has entered into long-term agreements to in-license or acquire intellectual property or operating rights from some third parties or related parties. If agreed objectives or performance targets are achieved, these agreements may require potential milestone payments and other payments by the Group, which may be capitalized as intangible assets as defined in “*Note 9—Goodwill and Intangible assets*” in the Guarantor 2023 Consolidated Financial Statements incorporated by reference in this Offering Memorandum. As of December 31, 2023, the Group’s committed payments (undiscounted and not risk adjusted) and their estimated timing were:

<u>(CHF in millions)</u>	<u>Potential milestone payments</u>	<u>Total</u>
Within one year . . . . .	30	30
In the second year . . . . .	20	20
In the third and fourth year . . . . .	85	85
Thereafter . . . . .	<u>862</u>	<u>862</u>
<b>Total</b> . . . . .	<b><u>997</u></b>	<b><u>997</u></b>

In addition, as of December 31, 2023, the Group was committed to property, plant and equipment expenditure amounting to CHF 2,829 million. As of December 31, 2023, the Group’s contractual maturities of financial liabilities and derivatives (including interest) were as follows:

<u>(CHF in millions)</u>	<u>In the first year</u>	<u>In the second year</u>	<u>In the third to the fifth year</u>	<u>After the fifth year</u>	<u>Contractual amount</u>	<u>Carrying amount</u>
<b>2023</b>						
<b>Trade and other payables</b> . . . . .	<b>(19,204)</b>	<b>(71)</b>	<b>(21)</b>	<b>(16)</b>	<b>(19,312)</b>	<b>(19,312)</b>
Commercial paper <sup>(a)</sup> . . . . .	(2,224)	—	—	—	(2,224)	(2,213)
Bonds <sup>(a)</sup> . . . . .	(5,248)	(4,737)	(16,850)	(30,992)	(57,827)	(47,618)
Lease liabilities . . . . .	(875)	(540)	(1,092)	(893)	(3,400)	(2,909)
Other financial debt . . . . .	<u>(2,425)</u>	<u>(83)</u>	<u>(107)</u>	<u>(60)</u>	<u>(2,675)</u>	<u>(2,501)</u>
<b>Total financial debt</b> . . . . .	<b>(10,772)</b>	<b>(5,360)</b>	<b>(18,049)</b>	<b>(31,945)</b>	<b>(66,126)</b>	<b>(55,241)</b>
<b>Financial liabilities (excluding derivatives)</b> . . . . .	<b>(29,976)</b>	<b>(5,431)</b>	<b>(18,070)</b>	<b>(31,961)</b>	<b>(85,438)</b>	<b>(74,553)</b>
Non-currency derivative assets . . . . .	130	2	9	—	141	141
Non-currency derivative liabilities . . . . .	(51)	(1)	—	—	(52)	(52)
Gross amount receivable from currency derivatives . . . . .	18,850	1,566	1,558	3,122	25,096	24,092
Gross amount payable from currency derivatives . . . . .	<u>(18,983)</u>	<u>(1,705)</u>	<u>(1,541)</u>	<u>(3,278)</u>	<u>(25,507)</u>	<u>(24,329)</u>
<b>Net derivatives</b> . . . . .	<b>(54)</b>	<b>(138)</b>	<b>26</b>	<b>(156)</b>	<b>(322)</b>	<b>(148)</b>
of which derivatives under cash flow hedges <sup>(b)</sup> . . . . .	<u>90</u>	<u>1</u>	<u>—</u>	<u>—</u>	<u>91</u>	<u>91</u>

(a) Commercial paper of CHF 1,980 million and bonds of CHF 1,774 million have maturities of less than three months.

(b) The periods when the cash flow hedges affect the income statement do not differ significantly from the maturities disclosed above.

Since December 31, 2023, there have been no material changes to the Group’s off-balance sheet arrangements and aggregate contractual obligations.

## **Market Risks**

In the ordinary course of business, the Group is exposed to risk from movements in foreign currency exchange rates, interest rates and market prices that affect its assets, liabilities and future transactions. For more information on foreign currency risk, interest rate risk, commodity price risk and equity price risk, see “*Note 12.2c.—Market Risk*” in the Guarantor 2023 Consolidated Financial Statements incorporated by reference in this Offering Memorandum and “*Risk Factors*” included elsewhere in this Offering Memorandum.

### ***Foreign Currency Risk***

The Group is exposed to foreign currency risk from transactions and translation.

Transactional exposures arise from transactions in foreign currency. They are managed within a prudent and systematic hedging policy in accordance with the Group’s specific business needs through the use of currency forwards, futures, swaps and options. Exchange differences recorded in our consolidated income statements represented a loss of CHF 452 million in Fiscal 2023 as compared to a loss of CHF 202 million in Fiscal 2022 and a loss of CHF 58 million in Fiscal 2021. They are allocated to the appropriate headings of expenses by function.

Translation exposure arises from the consolidation of the financial statements of foreign operations in Swiss francs, which can be subject to hedge.

Value at risk (“*VaR*”) based on historic data for a 250-day period and confidence level of 95% results in a potential one-day loss for currency risk of less than CHF 10 million in Fiscal 2023 and in a potential one-day loss for currency risk of less than CHF 15 million in Fiscal 2022 and of less than 25 million in Fiscal 2021. The Group cannot predict future movements in exchange rates; therefore, the aforementioned VaR number neither represents actual losses nor considers the effects of favorable movements in underlying variables. Accordingly, the VaR number may only be considered indicative of future movements to the extent that historic market patterns repeat in the future.

### ***Interest Rate Risk***

The Group is exposed primarily to fluctuation in USD and EUR interest rates. Interest rate risk on financial debt is managed based on duration and interest management targets set by the Asset and Liability Management Committee through the use of fixed-rate debt and interest rate swaps. Taking into account the impact of interest derivatives, the proportion of financial debt subject to fixed interest rates for a period longer than one year represents 83% in Fiscal 2023, 80% in Fiscal 2022 and 76% in Fiscal 2021.

Based on the level of liquid assets and debt exposed to floating interest rates as of December 31, 2023, an increase in interest rates of 100 basis points would cause an increase in net financing cost of CHF 12 million (2022: an increase in net financing cost of CHF 41 million; 2021: a decrease in net financing cost of CHF 32 million).

### ***Price Risk: Commodity Price Risk***

Commodity price risk arises from transactions on the world commodity markets to secure the supplies of green coffee, cocoa beans, cereals and grains and other commodities necessary for the manufacture of some of the Group’s products.

The Group’s objective is to minimize the impact of commodity price fluctuations, and this exposure is hedged in accordance with the Group’s policy on commodity price risk management. The Group’s Global Procurement Organization is responsible for managing commodity price risk based on internal directives and centrally determined limits, generally using exchange-traded commodity derivatives. The commodity price risk exposure of future purchases is managed using a combination of derivatives (mainly futures and options) and executory contracts. This activity is monitored by an independent Middle Office. Given the short product business cycle of the Group, the majority of the anticipated future raw material transactions outstanding at the balance sheet date are expected to occur in the next year.

### ***Price Risk: Equity Price Risk***

The Group is exposed to equity price risk on investments. To manage the price risk arising from these investments, the Group diversifies its portfolios in accordance with the guidelines set by the Guarantor’s Board of Directors.

## **Key Accounting Judgments, Estimates and Assumptions**

The Group's audited consolidated financial statements comply with IFRS Accounting Standards (as defined herein) and with Swiss law. They have been prepared on a historical cost basis, unless stated otherwise. All significant consolidated companies, joint arrangements and associates have a December 31 accounting year-end.

The preparation of the consolidated financial statements requires the Group's Management to exercise judgment and to make estimates and assumptions that affect the application of policies; reported amounts of revenues, expenses, assets and liabilities as well as disclosures. Estimated climate impacts, current and probable stated regulatory changes and the Group's environmental commitments have been taken into account. These estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances. The estimates and underlying assumptions are reviewed on an ongoing basis. Information about potential impacts under alternative scenarios (including, among others, the policies aligned with the Paris Agreement ambition and Nestlé's environmental commitments) in the medium and long term, aligned with the Task Force on Climate-related Financial Disclosures methodology, has been considered. Management believes that the consolidated financial statements reflect the most reasonable view of the value of the assets and liabilities reported at the date of the respective consolidated financial statements. The implications for the Group and the global economy of the war in Ukraine, as well as potential escalations, are highly uncertain and remain difficult to predict or quantify. Actual results and outcomes could differ from the judgments and estimates taken into account in the consolidated financial statements. Those areas that involved a higher degree of judgment or uncertainty are explained further below and in the Group's audited consolidated financial statements and the related notes and other financial information incorporated by reference in this Offering Memorandum, including an assessment of control and estimating the fair value of net assets acquired in business combinations and fair value of considerations received with regards to disposals of businesses; the recognition and estimation of revenue; the presentation of additional line items and sub-totals in the income statement; the identification of a lease and lease term; the identification of cash generating units ("CGUs") and estimation of recoverable amount for impairment tests; the assessment of useful lives of intangible assets, including the assessment as finite or indefinite; the measurement of employee benefit obligations; and the recognition and measurement of provisions and estimation of current and deferred taxes, including uncertain tax positions.

### ***Leases***

The Group assesses whether a contract is or contains a lease at inception of the contract. This assessment involves the exercise of judgment about whether the contract depends on a specified asset, whether the Group obtains substantially all the economic benefits from the use of that asset, and whether the Group has the right to the direct use of the asset. The Group recognizes a right-of-use ("ROU") asset and a lease liability at the lease commencement date, except for short-term leases of 12 months or less, which are expensed in the income statement on a straight-line basis over the lease term. The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted using the interest rate implicit in the lease. If this rate cannot be readily determined, the Group uses an incremental borrowing rate specific to the country, term and currency of the contract. Lease payments can include fixed payments, variable payments that depend on an index or rate known at the commencement date and extension option payments or purchase options that the Group is reasonably certain to exercise. The lease liability is subsequently measured at amortized cost using the effective interest rate method and remeasured (with a corresponding adjustment to the related ROU asset) when there is a change in future lease payments in case of renegotiation, changes of an index or rate or in case of reassessment of options.

At inception, the ROU asset comprises the initial lease liability, initial direct costs and the obligation to refurbish the asset, less any incentives granted by the lessors. The ROU asset is depreciated over the shorter of the lease term or the useful life of the underlying asset. The ROU asset is subject to testing for impairment if there is an indicator for impairment, as for owned assets. ROU assets are included in the heading "Property, plant and equipment", and the lease liability is included in the headings "Current financial debt" and "Non-current financial debt".

### ***Impairment of Goodwill and Intangible Assets (Including Non-Commercialized Intangible Assets)***

Goodwill is initially recognized during a business combination. Subsequently, it is measured at cost less impairment.

Goodwill and intangible assets with an indefinite life or not yet available for use are tested for impairment at least annually and when there is an indication of impairment. Finite life intangible assets are tested when there is an indication of impairment. The annual impairment tests are performed at the same time each year and at the CGU level. The Group defines its groups of CGUs for goodwill impairment testing based on the way that it monitors and derives economic benefits from the acquired goodwill. The CGUs are generally defined at the level of the product category per Zone or at the level of the GMB if the products are managed on a global basis. For indefinite life intangible assets, the Group performs the test at the level of the smallest identifiable assets or group of assets that generates cash inflows that are largely independent of the cash inflows from other assets or groups of assets. Finally, non-commercialized intangible assets are tested at the level of the intangible asset itself. The impairment tests are performed by comparing the carrying value of the assets of these CGUs with their recoverable amount, usually based on their fair value less costs of disposal, but occasionally on their value in use. An impairment loss in respect of goodwill is never subsequently reversed.

Internally generated intangible assets (mainly management information system software) are capitalized, *provided* that there is an identifiable asset that will be useful in generating future benefits in terms of savings, economies of scale, etc. Payments made to third parties in order to in-license or acquire intellectual property rights, compounds and products are capitalized as non-commercialized intangible assets, as they are separately identifiable and are expected to generate future benefits. Non-commercialized intangible assets are not amortized but are tested for impairment. Any impairment charge is recorded in the consolidated income statement under “Other operating expenses”. They are reclassified as commercialized intangible assets once development is complete, usually when approval for sales has been granted by the relevant regulatory authority.

Commercialized indefinite life intangible assets mainly comprise certain brands, trademarks, operating rights and intellectual property rights that can be renewed without significant cost and are supported by ongoing marketing activities. They are not amortized but are tested for impairment annually or more frequently if an impairment indicator is present. Any impairment charge is recorded in the consolidated income statement under “Other trading expenses”. The assessment of the classification of intangible assets as indefinite is reviewed annually.

Finite life intangible assets are amortized over the shorter of their contractual or useful economic lives. They comprise mainly management information systems and commercialized patents and rights to carry on an activity (e.g., exclusive rights to sell products or to perform a supply activity). They are amortized assuming a zero residual value, on a straight-line basis. Useful lives are as follows: management information systems over three to eight years; other finite intangible assets over the shorter of the estimated useful life or the related contractual period, from five to 25 years. Useful lives and residual values are reviewed annually. Amortization of finite life intangible assets starts when they are available for use and is allocated to the appropriate headings of expenses by function in the income statement. Any impairment charge is recorded in the consolidated income statement under “Other trading expenses”.

Internal research costs are charged to the income statement in the year in which they are incurred. Development costs are only recognized as assets on the balance sheet if all the recognition criteria set by IAS 38 – Intangible Assets are met before the products are launched on the market. Development costs are generally charged to the income statement in the year in which they are incurred due to uncertainties inherent in the development of new products because the expected future economic benefits cannot be reliably determined. As long as the products have not reached the marketplace (or obtained regulatory approval if necessary), there is no reliable evidence that positive future cash flows would be obtained. Capitalized development costs are subsequently accounted for as described above in the paragraphs relating to intangible assets.

### ***Post-Employment Benefits***

The liabilities of the Group arising from defined benefit obligations, and the related current service cost, are determined using the projected unit credit method. Actuarial advice is provided both by external consultants and by actuaries employed by the Group. The actuarial assumptions used to calculate the defined benefit obligations vary according to the economic conditions of the country in which the plan is located. Such plans are either funded or unfunded. The deficit or excess of the fair value of plan assets over the present value of the defined benefit obligation is recognized as a liability or an asset on the balance sheet.

Pension cost charged to the income statement consists of service costs (current and past service costs and gains and losses arising from curtailment and settlement) and administration costs (other than costs of managing

plan assets), which are allocated to the appropriate heading by function, and net interest expense or income, which is presented as part of net financial income/(expense). The actual return less interest income on plan assets, changes in actuarial assumptions and differences between actuarial assumptions and what has actually occurred are reported in other comprehensive income.

Some benefits are also provided by defined contribution plans. Contributions to such plans are charged to the income statement as incurred. For further information, see “*Note 10—Employee benefits*” in the Guarantor 2023 Consolidated Financial Statements incorporated by reference in this Offering Memorandum.

### ***Provisions and Contingencies***

Provisions comprise liabilities of uncertain timing or amount that arise from restructuring plans and environmental, litigation and other risks. Provisions are recognized when a legal or constructive obligation stemming from a past event exists and when the future cash outflows can be reliably estimated. Provisions are measured at the present value of the expenditures unless the impact of discounting is immaterial. Obligations arising from restructuring plans are recognized when detailed formal plans have been established and when there is a valid expectation that such plans will be carried out by either starting to implement them or announcing their main features. Obligations under litigation reflect Group Management’s best estimate of the outcome based on the facts known at the balance sheet date.

Contingent assets and liabilities are possible rights and obligations that arise from past events and whose existence will be confirmed only by the occurrence or non-occurrence of one or more uncertain future events not fully within the control of the Group.

### ***Taxes***

The Group is subject to taxes in different countries all over the world. Taxes and fiscal risks recognized in the consolidated financial statements incorporated herein by reference reflect Group Management’s best estimate of the outcome based on the facts known at the balance sheet date in each individual country. These facts may include, but are not limited to, changes in tax laws and interpretations thereof in the various jurisdictions where the Group operates. They may have an impact on the income tax as well as the resulting assets and liabilities. Any differences between tax estimates and final tax assessments are charged to the income statement in the period in which they are incurred, unless anticipated.

Taxes include current and deferred taxes on profit as well as actual or potential withholding taxes on current and expected transfers of income from subsidiaries and tax adjustments relating to prior years. Income tax is recognized in the income statement, except to the extent that it relates to items directly taken to equity or other comprehensive income, in which case it is recognized against equity or other comprehensive income.

Deferred taxes are based on the temporary differences that arise when taxation authorities recognize and measure assets and liabilities with rules that differ from the principles of the consolidated financial statements incorporated herein by reference. They also arise on temporary differences stemming from tax losses carried forward.

Deferred taxes are calculated under the liability method at the rates of tax expected to prevail when the temporary differences reverse, subject to such rates being substantially enacted at the balance sheet date. Any changes in the tax rates are recognized in the income statement unless related to items directly recognized against equity or other comprehensive income. Deferred tax liabilities are recognized on all taxable temporary differences excluding non-deductible goodwill. Deferred tax assets are recognized on all deductible temporary differences, provided that it is probable that future taxable income will be available.

### ***Changes in Presentation and Changes in Accounting Standards***

#### *Changes in presentation—analyses by segment*

##### Fiscal 2022

Effective as of January 1, 2022, the Group was reorganized into the following five geographic Zones: Zone North America; Zone Europe; Zone Asia, Oceania and Africa (including Middle East and North Africa previously included in Zone EMENA); Zone Latin America; and Zone Greater China. In addition to these

geographic Zones, the Group's operating segments are completed with two existing segments: Globally Managed Businesses (Nespresso and Nestlé Health Science) and Other businesses. The operating segments figures for Fiscal 2021 have been restated accordingly.

### *Changes in accounting standards*

#### Fiscal 2023

In May 2023, the International Accounting Standards Board (the "IASB") issued International Tax Reform – Pillar Two Model Rules (Amendments to IAS 12). The Group has applied the exception to recognizing and disclosing information about deferred tax assets and liabilities related to Pillar Two income taxes. The Group made the required disclosures in the Guarantor 2023 Consolidated Financial Statements (see Note 13.5) in accordance with the amendment. IFRS 17 Insurance Contracts became effective in 2023 but did not have a material impact on the Group's Financial Statements. Several other amendments apply for the first time in 2023 including, among others, Definition of Accounting Estimates (Amendments to IAS 8), Disclosure of Accounting Policies (Amendments to IAS 1 and IFRS Practice Statement 2) and Deferred Tax related to Assets and Liabilities arising from a Single Transaction (Amendments to IAS 12). None of these had a material impact on the Group's Financial Statements.

#### Fiscal 2022

Several amendments applied for the first time in 2022, including, among others, "Property, Plant and Equipment: Proceeds before Intended Use (Amendments to IAS 16)", "Onerous Contracts – Cost of Fulfilling a Contract (Amendments to IAS 37)", "Updating a Reference to the Conceptual Framework (Amendments to IFRS 3)" and "Fees in the '10 per cent' Test for Derecognition of Financial Liabilities (Amendment to IFRS 9)". These amendments had no material impact on the Group's financial statements.

#### Fiscal 2021

In May 2020, the IASB issued the Amendment to IFRS 16 COVID-19-Related Rent Concessions, which provides a practical expedient to not assess whether specific types of rent concessions related to COVID-19 are lease modifications. In March 2021, the IASB issued an amendment extending the period to which this practical expedient could be applied to June 30, 2022. The Group has applied this amendment to the consolidated financial statements for Fiscal 2021. There was no material impact on the Group's financial statements.

"Interest Rate Benchmark Reform – Phase 2 (Amendments to IFRS 9, IAS 39, IFRS 7, IFRS 4 and IFRS 16)" became effective from January 1, 2021, with no material impact on the Group's Financial Statements.



## **CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS**

In the course of our ordinary business activities, we may enter into agreements with or render services to related parties, *provided* that the relationships are disclosed. In turn, such related parties may render services or deliver goods to us as part of their business. We believe all such transactions are negotiated and conducted on a basis equivalent to those that would have been achievable on an arm's-length basis and that the terms of these transactions are comparable to those currently contracted with unrelated third-party suppliers and service providers.

## DESCRIPTION OF NOTES AND GUARANTEES

### General

Each of the 2029 Notes, the 2031 Notes, the 2034 Notes and the 2054 Notes will be issued pursuant to a fiscal and paying agency agreement, expected to be dated the issue date of the Notes (the “*Fiscal Agency Agreement*”), among the Issuer, the Guarantor and Citibank, N.A., as fiscal agent (in such capacity, the “*Fiscal Agent*”), paying agent (in such capacity, the “*Paying Agent*”), transfer agent (in such capacity, the “*Transfer Agent*”) and registrar (in such capacity, the “*Registrar*,” and, together with the Fiscal Agent, the Paying Agent and the Transfer Agent, the “*Agents*”) of the Notes.

The Issuer reserves the right, at any time, to vary or terminate the appointment of the Agents and/or to appoint successor Agents and additional or other Paying Agents, provided that it will, so long as the Notes are outstanding, maintain a Paying Agent in New York City. Notice of any change of Fiscal Agent or any change in or addition to the Paying Agent or any change in their respective specified offices will be published as set forth below under “—*Notices*.” References herein to any Agent shall include, where the context so requires, any successor or additional Agents appointed from time to time.

Holder are deemed to have notice of all provisions of the Fiscal Agency Agreement, the Notes of the relevant series and the Guarantee related thereto. The summary information set forth herein does not purport to be complete and is subject to the actual provisions of the Fiscal Agency Agreement, the Notes and the Guarantees. Copies of the Fiscal Agency Agreement, the Notes and the Guarantees are available for inspection at the office of the Issuer. A copy of the Fiscal Agency Agreement is also available upon request from the Fiscal Agent.

### Amount and Denomination

In this offering, the Issuer will issue the 2029 Notes in the aggregate principal amount of \$600,000,000, the 2031 Notes in the aggregate principal amount of \$450,000,000, the 2034 Notes in the aggregate principal amount of \$800,000,000 and the 2054 Notes in the aggregate principal amount of \$650,000,000.

The Notes of each series will be issued in denominations of \$150,000 and integral multiples of \$1,000 in excess thereof.

### Ranking

The Notes will constitute direct, unsecured, unsubordinated and unconditional obligations of the Issuer, which will at all times rank equally with each other and with all other present and future unsecured and unsubordinated indebtedness of the Issuer (other than obligations mandatorily preferred by law applying to companies generally).

### Additional Notes

The Notes of each series will initially be issued in the respective aggregate principal amounts set forth above. The Issuer may, at its option, at any time, and without the consent of the Holders of the applicable series of Notes, create and issue additional Notes (the “*Additional Notes*”) of such series in one or more transactions after this offering with terms (other than the issue price, issue date and, if applicable, the payment of interest accruing prior to the issue date and the date of the first payment of interest thereon), identical to the outstanding Notes of such series, including having the same CUSIP and/or ISIN number, so that such Additional Notes shall be consolidated with and form a single series with such outstanding Notes under such Notes and the Fiscal Agency Agreement, provided that Additional Notes and outstanding Notes of the same series with the same CUSIP, ISIN or other identifying number must be fungible for U.S. federal income tax purposes. Any such Additional Notes will have the same terms as to status, redemption and otherwise as the outstanding Notes of the related series. However, if an Event of Default (as defined and described under “—*Events of Default*” below) has occurred and is continuing with respect to the Notes of an applicable series, no Additional Notes of such series may be issued. Unless the context otherwise requires, in this “*Description of Notes and Guarantees*,” references to the “*Notes*” include the Notes and any Additional Notes that are issued. Additional Notes, if any, will be issued under an offering document that is separate from this Offering Memorandum.

## Guarantees

Consistent with the Group's existing notes, debt issuance program and commercial paper programs, the Guarantor will guarantee, as a joint and several surety (*caution solidaire*) in accordance with the terms of Article 496 of the Swiss Code of Obligations, to the Holders the due and punctual payment of all sums payable by the Issuer in respect of each series of Notes. The Guarantor's obligations in that respect will be contained in, and subject to the limitations provided in, the Guarantee relating to the relevant series of Notes. The obligations of the Guarantor under each Guarantee will constitute direct, unsecured and unsubordinated obligations of the Guarantor and will rank equally with all present and future unsecured and unsubordinated obligations of the Guarantor (other than obligations mandatorily preferred by law applying to companies generally).

A joint and several suretyship (*cautionnement solidaire*) pursuant to Article 496 of the Swiss Code of Obligations is a guarantee that is accessory in nature, which means that its enforceability is dependent upon the legal validity and enforceability of the primary obligation to which it relates. In the case of the Guarantees, this means that the Guarantor will only have an obligation to pay a Holder an amount under the relevant Guarantee if and to the extent such Holder has a legally valid and enforceable claim against the Issuer to pay such amount under the Notes of the relevant series. A joint and several suretyship (*cautionnement solidaire*) pursuant to Article 496 of the Swiss Code of Obligations is also governed by a number of statutory provisions of Swiss law that are designed to protect the surety. Some of these provisions must be reflected in the terms of the suretyship itself, while others apply as a matter of mandatory Swiss law. These provisions mean for the Guarantees, among other things, that:

- if the Issuer has not paid to the relevant Holder an amount when due under the Notes, unless the Issuer is manifestly insolvent, such Holder must first have unsuccessfully requested the Issuer to pay such amount prior to being able to make a demand for payment under the related Guarantee;
- any defenses that the Issuer may assert against a Holder, whether available to the Issuer under the terms of the Notes or under the laws of the State of New York or otherwise, may, as a rule, also be asserted by the Guarantor against such Holder with respect to claims under the related Guarantee (even if the Issuer has itself waived or otherwise not exercised any such defense);
- the terms of each Guarantee will limit the aggregate amount payable by the Guarantor to Holders thereunder (including amounts in respect of principal, interest and other amounts due and unpaid under the Notes) to a fixed U.S. dollar amount. The maximum U.S. dollar amount set forth in the Guarantee relating to each series of Notes will be equal to:

in the case of the 2029 Notes, \$683,700,000;

in the case of the 2031 Notes, \$514,125,000;

in the case of the 2034 Notes, \$917,000,000; and

in the case of the 2054 Notes, \$749,450,000.

The maximum amounts described above represent (i) the initial aggregate principal amount of Notes of the relevant series, *plus* (ii) three *multiplied by* the product of (x) the interest rate per annum applicable to such Notes and (y) the initial aggregate principal amount of such Notes;

- if a Holder seeks to enforce the relevant Guarantee against the Guarantor in Switzerland, the Guarantor may petition the competent court to stay the enforcement proceeding until such time as insolvency or related proceedings against the Issuer are completed without such Holder having been paid in full for amounts owed to it under the Notes, so long as the Guarantor posts sufficient collateral;
- in the event of insolvency proceedings in respect of the Issuer, if a Holder of a Note fails to file its claims against the Issuer under such Note or to do everything conscionable to safeguard its rights under such Note in such proceedings, such Holder will forfeit its claims against the Guarantor under the related Guarantee if and to the extent that the Guarantor suffers damages as a result of such failure; and
- in accordance with Swiss law on suretyships, a Holder cannot make any further claim under or in connection with the relevant Guarantee after its termination date, unless legal proceedings are initiated by such Holder prior to the end of the four-week period following such termination date and pursued

by such Holder without significant interruption. The termination date in each Guarantee is defined as the earlier of (x) the date on which all sums payable in respect of the Notes of the relevant series have been paid in full and (y) the date that is one year after the maturity date of the Note of the relevant series.

The Guarantees will be governed by, and construed in accordance with, the substantive laws of Switzerland. The courts of the Canton of Vaud, Switzerland (venue being the City of Vevey) shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Guarantees. Executed originals of the Guarantees will be held by the Fiscal Agent on behalf of the Holders and will also be attached to the Notes. See *“Risk Factors—The Guarantees are not full and unconditional obligations of the Guarantor and it may be difficult for Holders to obtain judgments, or enforce judgments obtained, in U.S. courts against the Guarantor.”*

### **Principal and Interest**

The 2029 Notes will bear interest on their principal amount at 4.650% per annum from (and including) March 12, 2024 to (but excluding) March 12, 2029, the 2031 Notes will bear interest on their principal amount at 4.750% per annum from (and including) March 12, 2024 to (but excluding) March 12, 2031, the 2034 Notes will bear interest on their principal amount at 4.875% per annum from (and including) March 12, 2024 to (but excluding) March 12, 2034 and the 2054 Notes will bear interest on their principal amount at 5.100% per annum from (and including) March 12, 2024 to (but excluding) March 12, 2054, in each case unless redeemed prior to maturity as contemplated below. The Notes will be payable at 100% of the face amount thereof upon redemption at maturity.

Interest on the 2029 Notes will be payable semi-annually in arrears on March 12 and September 12 of each year (each, a *“2029 Interest Payment Date”*), commencing on September 12, 2024, interest on the 2031 Notes will be payable semi-annually in arrears on March 12 and September 12 of each year (each, a *“2031 Interest Payment Date”*) and commencing on September 12, 2024, interest on the 2034 Notes will be payable semi-annually in arrears on March 12 and September 12 of each year (each, a *“2034 Interest Payment Date”*) and commencing on September 12, 2024, interest on the 2054 Notes will be payable semi-annually in arrears on March 12 and September 12 of each year (each, a *“2054 Interest Payment Date”* and, together with the 2029 Interest Payment Dates, the 2031 Interest Payment Dates and 2034 Interest Payment Dates, each, an *“Interest Payment Date”*), commencing on September 12, 2024. Interest on the Notes will be payable to the Holders of record at the close of business on the Business Day (as defined below) immediately preceding the related Interest Payment Date.

Each Note will cease to bear interest upon maturity or earlier redemption unless, upon due presentation, payment of the amount due is improperly withheld or refused, in which case it will continue to bear interest (before as well as after 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 Holder and (ii) the day that is seven days after the day the Paying Agent has notified the Holders 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).

If the due date for any payment in respect of any Note is not a Business Day, then the Holder thereof will not be entitled to payment of the amount due until the next succeeding Business Day, and will not be entitled to any further interest or other payment as a result of any such delay.

Interest on the Notes will be calculated on the basis of a 360-day year of twelve 30-day months. *“Business Day”* means any day that is not a Saturday, a Sunday or a day on which commercial banking institutions in New York City are authorized or obligated by law to close.

### **Book-Entry; Delivery and Form**

Each series of Notes offered and sold to QIBs in reliance on Rule 144A initially will be issued in the form of one or more restricted global notes in definitive, fully registered form without interest coupons (together, the *“Rule 144A Global Notes”*). Each series of Notes offered and sold to non-U.S. persons in offshore transactions in reliance on Regulation S will initially be issued in the form of one or more temporary global notes in registered form without interest coupons (together, the *“Regulation S Temporary Global Notes”*). The Rule 144A Global Notes and the Regulation S Temporary Global Notes will be deposited on the date of issuance with the Fiscal Agent and registered in the name of Cede & Co., as nominee for DTC, in each case for credit to an account of a direct or indirect participant in DTC (including Euroclear and Clearstream, as described below).

Prior to the 40th day after the later of the commencement of the offering of the Notes and the date of the original issue of the Notes (such period through and including such 40th day, the “*Distribution Compliance Period*”), beneficial interests in the Regulation S Temporary Global Notes may be held only through an account of a direct or indirect participant in DTC (including Euroclear and Clearstream, as described below), unless transferred to a person that takes delivery through a Rule 144A Global Note in accordance with the certification requirements described below. Within a reasonable time period after the expiration of the Distribution Compliance Period, the Regulation S Temporary Global Notes will be exchanged for one or more permanent global notes in definitive, fully registered form without interest coupons (together, the “*Regulation S Permanent Global Notes*” and, together with the Regulation S Temporary Global Notes, the “*Regulation S Global Notes*” and, together with the Rule 144A Global Notes, the “*Global Notes*”), as provided for in the Fiscal Agency Agreement.

The Global Notes will be duly executed by the Issuer and authenticated by the Registrar or the Fiscal Agent as provided in the Fiscal Agency Agreement. Beneficial interests in the Rule 144A Global Notes (the “*Rule 144A Book-Entry Interests*”) of a series may be exchanged for beneficial interests in the Regulation S Global Notes (the “*Regulation S Book-Entry Interests*” and, together with the Rule 144A Book-Entry Interests, the “*Book-Entry Interests*”) of the same series and Regulation S Book-Entry Interests of a series may be exchanged for Rule 144A Book-Entry Interests of the same series, in each case, in the circumstances described under “—*Transfers*.”

The Notes will be subject to certain restrictions on transfer and will bear restrictive legends as described in “*Notice to Investors*” included elsewhere in this Offering Memorandum. In addition, transfers of Book-Entry Interests will be subject to the applicable rules and procedures of DTC and its direct or indirect participants, which may change from time to time.

Ownership of the Global Notes may not be transferred, in whole or in part, except in limited circumstances.

Book-Entry Interests may not be exchanged for Notes in certificated form, except in the limited circumstances described herein under “—*Transfers*.”

## **Transfers**

During the Distribution Compliance Period, any resale or other transfer of Regulation S Book-Entry Interests to U.S. persons shall not be permitted unless such resale or transfer is made pursuant to Rule 144A or Regulation S and in accordance with the certification requirements described below.

During the Distribution Compliance Period, Regulation S Book-Entry Interests may be transferred to a person who takes delivery in the form of Rule 144A Book-Entry Interests only if such transfer occurs in connection with a transfer of Notes pursuant to Rule 144A and only upon receipt by the Registrar of written certifications from the transferor (in the form or forms provided in the Fiscal Agency Agreement) to the effect that the Notes are being transferred to a person who the transferor reasonably believes is a QIB within the meaning of Rule 144A and who is acquiring the Notes for its own account or the account of a QIB in a transaction meeting the requirements of Rule 144A and in accordance with all applicable securities laws of the states of the United States and other jurisdictions.

Rule 144A Book-Entry Interests may be transferred to a person who takes delivery in the form of Regulation S Book-Entry Interests, whether before or after the expiration of the Distribution Compliance Period, only upon receipt by the Registrar of written certifications from the transferor (in the form or forms provided in the Fiscal Agency Agreement) to the effect that such transfer is being made in accordance with Rule 903 or Rule 904 of Regulation S or Rule 144 (if available) and that, if such transfer occurs prior to the expiration of the Distribution Compliance Period, the interest transferred will be held immediately thereafter through Euroclear or Clearstream.

Any Book-Entry Interest in one of the Global Notes that is transferred to a person who takes delivery in the form of an interest in another Global Note will, upon transfer, cease to be an interest in such first Global Note and become an interest in the other Global Note and, accordingly, will thereafter be subject to all transfer restrictions, if any, and other procedures applicable to Book-Entry Interests in such other Global Note for as long as it remains such an interest.

Each Global Note (and any Notes issued in exchange therefor) will be subject to certain restrictions on transfer set forth therein as described under “*Notice to Investors*” included elsewhere in this Offering

Memorandum. Except in the limited circumstances described below under “—*Summary of Provisions Relating to Certificated Notes*,” owners of Book-Entry Interests will not be entitled to receive physical delivery of certificated Notes.

### **Depository Procedures**

Ownership of Book-Entry Interests will be limited to persons who have accounts with DTC, or participants, or persons who hold interests through participants. Ownership of Book-Entry Interests will be shown on, and the transfer of that ownership will be effected only through, records maintained by DTC or its nominee (with respect to interests of participants) and the records of participants (with respect to interests of persons other than participants).

QIBs may hold their Rule 144A Book-Entry Interests directly through DTC if they are participants in such system, or indirectly through organizations that are participants in such system. Non-U.S. persons may hold their Regulation S Book-Entry Interests directly through Euroclear or Clearstream, if they are participants in such systems, or indirectly through organizations that are participants in such systems. Euroclear and Clearstream will hold Regulation S Book-Entry Interests on behalf of their participants through DTC.

So long as DTC, or its nominee, is the registered owner or Holder of a Global Note, DTC or such nominee, as the case may be, will be considered the sole owner or Holder of the Notes represented by such Global Note for all purposes under the Fiscal Agency Agreement and the Notes. No beneficial owner of a Book-Entry Interest will be able to transfer that interest except in accordance with DTC’s applicable procedures, in addition to those provided for under the Fiscal Agency Agreement and, if applicable, those of Euroclear and Clearstream.

Conveyance of notices and other communications by DTC to its participants, by those participants to its indirect participants, and by participants and indirect participants to beneficial owners of Book-Entry Interests will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

The Fiscal Agent will send any notices in respect of the Book-Entry Interests to DTC or its nominee.

Neither DTC nor its nominee will consent or vote with respect to the Notes unless authorized by a participant in accordance with DTC’s procedures. Under its usual procedures, DTC mails an omnibus proxy to the Issuer as soon as possible after the record date. The omnibus proxy assigns DTC’s or its nominee’s consenting or voting rights to those participants to whose account the Notes are credited on the record date.

Transfers of Book-Entry Interests between participants in DTC will be effected in the ordinary way in accordance with DTC rules and will be settled in same-day funds. Transfers of Book-Entry Interests between participants in Euroclear and Clearstream will be effected in the ordinary way in accordance with their respective rules and operating procedures.

Cross-market transfers of Book-Entry Interests between persons holding directly or indirectly through DTC, on the one hand, and directly or indirectly through Euroclear or Clearstream participants, on the other, will be effected in DTC in accordance with DTC rules on behalf of the relevant European international clearing system by the relevant European depository; however, those cross-market transactions will require delivery of instructions to the relevant European international clearing system by the counterparty in that system in accordance with its rules and procedures and within its established deadlines (European time). The relevant European international clearing system will, if the transaction meets its settlement requirements, deliver instructions to the relevant European depository to take action to effect final settlement on its behalf by delivering or receiving securities in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear and Clearstream participants may not deliver instructions directly to the European depositories.

Because of time zone differences, credits of securities received in Euroclear or Clearstream as a result of a transaction with a person that does not hold the Notes through Euroclear or Clearstream will be made during subsequent securities settlement processing and dated the first day Euroclear or Clearstream, as the case may be, is open for business following the DTC settlement date. Those credits or any transactions in those securities settled during that processing will be reported to the relevant Euroclear or Clearstream participants on that business day. Cash received in Euroclear or Clearstream as a result of sales of securities by or through a Euroclear participant or a Clearstream participant to a DTC participant will be received with value on the DTC



settlement date, but will be available in the relevant Euroclear or Clearstream cash account only as of the first day Euroclear or Clearstream, as the case may be, is open for business following settlement in DTC.

The Issuer expects that DTC will take any action permitted to be taken by a Holder (including the presentation of Notes for exchange as described below) only at the direction of one or more participants to whose account the Book-Entry Interests in a Global Note are credited and only in respect of such portion of the aggregate principal amount of Notes as to which such participant or participants has or have given such direction. However, if there is an Event of Default under a series of Notes, DTC will exchange the applicable Global Notes for certificated Notes, which it will distribute to its participants and which may be legended as set forth under the heading “*Notice to Investors*” included elsewhere in this Offering Memorandum.

### ***DTC***

DTC advises that it is a limited purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Exchange Act. DTC holds securities for its participants and facilitates the clearance and settlement of securities transactions between participants through electronic book-entry changes in accounts of its participants, thereby eliminating the need for physical movement of securities certificates. Direct participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. Indirect access to the DTC system is available to indirect participants, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a direct participant, directly or indirectly.

### ***Euroclear***

Euroclear holds securities and book-entry interests in securities for participating organizations and facilitates the clearance and settlement of securities transactions between Euroclear participants, and between Euroclear participants and participants of certain other securities intermediaries through electronic book-entry changes in accounts of such participants or other securities intermediaries. Euroclear provides Euroclear participants, among other things, with safekeeping, administration, clearance and settlement, securities lending and borrowing, and related services. Euroclear participants are investment banks, securities brokers and dealers, banks, central banks, supranationals, custodians, investment managers, corporations, trust companies and certain other organizations.

Certain of the Initial Purchasers, or other financial entities involved in this offering, may be Euroclear participants. Non-participants in the Euroclear system may hold and transfer book-entry interests in the Notes through accounts with a participant in the Euroclear system or any other securities intermediary that holds a book-entry interest in the securities through one or more securities intermediaries standing between such other securities intermediary and Euroclear.

Investors electing to acquire Notes in this offering through an account with Euroclear or some other securities intermediary must follow the settlement procedures of such intermediary with respect to the settlement of new issues of securities. Notes to be acquired against payment through an account with Euroclear will be credited to the securities clearance accounts of the respective Euroclear participants in the securities processing cycle for the first day Euroclear is open for business following the settlement date for value as of the settlement date.

Investors electing to acquire, hold or transfer Notes through an account with Euroclear or some other securities intermediary must follow the settlement procedures of such intermediary with respect to the settlement of secondary market transactions in securities. Euroclear will not monitor or enforce any transfer restrictions with respect to the Notes. Investors that acquire, hold and transfer interests in the Notes by book-entry through accounts with Euroclear or any other securities intermediary are subject to the laws and contractual provisions governing their relationship with their intermediary, as well as the laws and contractual provisions governing the relationship between such intermediary and each other intermediary, if any, standing between themselves and the individual Notes.

### ***Clearstream***

Clearstream advises that it is incorporated under the laws of Luxembourg and registered as a bank and professional depository. Clearstream holds securities for its participating organizations and facilitates the clearance and settlement of securities transactions among its participants through electronic book-entry changes

in accounts of its participants, thereby eliminating the need for physical movement of certificates. Clearstream provides to its participants, among other things, services for safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream interfaces with domestic markets in several countries. Clearstream has established an electronic bridge with the Euroclear operator to facilitate the settlement of trades between Clearstream and Euroclear. As a registered bank in Luxembourg, Clearstream is subject to regulation by the Luxembourg Commission for the Supervision of the Financial Sector. As a professional depository, Clearstream is subject to regulation by the Luxembourg Monetary Institute.

Clearstream participants are recognized financial institutions around the world, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. In the United States, Clearstream participants are limited to securities brokers and dealers and banks, and may include the Initial Purchasers, or other financial entities involved in this offering. Other institutions that maintain a custodial relationship with a Clearstream participant may obtain indirect access to Clearstream. Clearstream is an indirect participant in DTC. Distributions with respect to Notes held beneficially through Clearstream will be credited to cash accounts of Clearstream participants in accordance with its rules and procedures to the extent received by or on behalf of Clearstream.

### ***Payments***

So long as the Notes are in the form of Global Notes, all payments in respect of the Notes will be made by the Paying Agent or the Fiscal Agent, as applicable, to DTC, or its nominee, as the Holder. The Paying Agent and the Fiscal Agent will treat the persons in whose names Global Notes are registered as the owners thereof for the purpose of making such payments and for any and all other purposes whatsoever. None of the Issuer, the Guarantor, or any of their respective agents has or will have any responsibility or liability for:

- any aspect of the records of the Holder(s) or any direct participant's or indirect participant's records relating to, or payments made on account of, beneficial ownership interests in the Global Notes, or for maintaining, supervising or reviewing any of the records of the Holder(s) or any direct participant's or indirect participant's records relating to the beneficial ownership interests in the Global Notes; or
- any other matter relating to the actions and practices of the Holder(s) or any of its or their direct participants or indirect participants.

DTC has advised the Issuer that its current practice, upon receipt of any payment in respect of securities such as the Notes, is to credit the accounts of the relevant participants with the payment on the payment date unless DTC has reason to believe it will not receive payment on such payment date. Payments by the direct participants and the indirect participants to the beneficial owners of the Notes will be governed by standing instructions and customary practices and will be the responsibility of the direct participants or the indirect participants and will not be the responsibility of DTC or the Issuer, the Guarantor, the Paying Agent or the Fiscal Agent. The Issuer, the Guarantor, the Paying Agent and the Fiscal Agent may conclusively rely, and shall bear no responsibility or liability for any action taken in reliance, on instructions from DTC or its nominee for all purposes.

The Issuer expects that Euroclear and Clearstream, as DTC participants, upon receipt of any payment in respect of a Global Note will immediately credit their respective participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of that Global Note as shown on the records of Euroclear or Clearstream. The Issuer also expects that payments by participants to ultimate owners of beneficial interests in a Global Note held through such participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers in the names of nominees for such customers. Such payments will be the responsibility of such participants.

### **Summary of Provisions Relating to Certificated Notes**

If DTC is at any time unwilling or unable to continue as a depository for the Global Notes and a successor depository is not appointed by the Issuer within 90 days, or if there shall have occurred and be continuing an Event of Default with respect to the Notes of any series, the Issuer will issue certificated Notes ("*Certificated Notes*") of the same series in exchange for the related Global Notes. However, beneficial interests in the Regulation S Temporary Global Notes will not be transferred or exchanged for Certificated Notes in any circumstances. Certificated Notes delivered in exchange for Book-Entry Interests will be registered in the names,

and issued in denominations of \$150,000 and integral multiples of \$1,000 in excess thereof, requested by or on behalf of DTC or the successor depository (in accordance with its customary procedures).

Holders of Book-Entry Interests may receive Certificated Notes, which may bear the legend referred to under “*Notice to Investors*” included elsewhere in this Offering Memorandum, in accordance with DTC’s rules and procedures in addition to those provided for under the Fiscal Agency Agreement.

Except in the limited circumstances described above, owners of Book-Entry Interests will not be entitled to receive physical delivery of individual Certificated Notes. The Notes are not issuable in bearer form.

Transfers of interests in Certificated Notes may be made only in accordance with the legend contained on the face of such Certificated Notes, and the Fiscal Agent will not be required to accept for registration of transfer any such Certificated Notes except upon presentation of evidence satisfactory to the Fiscal Agent and the applicable Transfer Agent that such transfer is being made in compliance with such legend.

Payment of principal and interest in respect of the certificated Notes shall be payable at the agency of the Issuer in New York City, which shall initially be at the corporate trust office of the Fiscal Agent, which is located at c/o Citibank, N.A., 388 Greenwich Street, New York, New York 10013, United States.

The information in this section concerning DTC, Euroclear and Clearstream, Luxembourg (referred to herein as Clearstream) and their book-entry systems has been obtained from sources that the Issuer and the Guarantor believe to be reliable, but none of the Issuer, the Guarantor or the Initial Purchasers take any responsibility for or make any representation or warranty with respect to the accuracy of this information. DTC, Euroclear and Clearstream are under no obligation to follow the procedures described herein to facilitate transfer of interests in Global Notes among participants and account holders of DTC, Euroclear and Clearstream, and such procedures may be discontinued or modified at any time. None of the Issuer, the Guarantor or the Agent will have any responsibility for the performance of DTC, Euroclear and Clearstream or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

### **Certain Duties of the Agents**

Each Agent will act as agent of the Issuer and will not assume fiduciary obligations to Holders. The Fiscal Agency Agreement provides that no Agent will be under any obligation to take any action or perform any duties other than those specifically set forth in the Fiscal Agency Agreement. The Fiscal Agency Agreement will not oblige any Agent to exercise certain responsibilities that may be exercised by trustees with respect to debt securities issued under an indenture, including certain discretionary actions customarily taken by trustees in connection with events of default under such debt securities. None of the parties to the Fiscal Agency Agreement will be responsible or liable for special, indirect, or consequential loss or damage of any kind whatsoever (including loss of profit) regardless of the cause of action.

The Issuer may appoint, at its discretion, additional Paying Agents for the payment of amounts due in respect of the Notes at such place or places as the Issuer may determine.

The Fiscal Agency Agreement provides that any Agent may resign and that the Issuer may remove any Agent, but any such resignation or removal will take effect only upon the appointment by the Issuer of, and acceptance of such appointment by, a successor Agent.

### **Optional Redemption**

Each and any series of Notes will be redeemable, as a whole or in part, at the option of the Issuer, at any time and from time to time. If the Issuer elects to redeem the 2029 Notes, the 2031 Notes, the 2034 Notes or the 2054 Notes in whole or in part prior to the applicable Par Redemption Date (as defined below), the Issuer will pay a redemption price for such Notes to be redeemed equal to the applicable Make-Whole Call Redemption Amount.

If the Issuer elects to redeem the 2029 Notes, the 2031 Notes, the 2034 Notes or the 2054 Notes in whole or in part on or after the applicable Par Redemption Date, the Issuer will pay a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest, if any, thereon to (but excluding) the relevant redemption date.

In connection with such optional redemption, the following defined terms apply:

“*Comparable Treasury Issue*” means the U.S. Department of the Treasury (the “*U.S. Treasury*”) security or securities selected by the Independent Investment Banker as having an actual or interpolated maturity comparable to the remaining term of the relevant series of Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a comparable maturity to the remaining term of such Notes to be redeemed assuming with respect to the 2029 Notes, the 2031 Notes, the 2034 Notes and the 2054 Notes that such Notes matured on the Par Redemption Date.

“*Comparable Treasury Price*” means, with respect to any redemption date, (i) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotations or (ii) if the Independent Investment Banker obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

“*Independent Investment Banker*” means one of the Reference Treasury Dealers appointed by the Issuer.

“*Make-Whole Call Redemption Amount*” means, with respect to any Notes of a series to be redeemed, an amount equal to the greater of (i) 100% of the principal amount of such Notes to be redeemed and (ii) the sum of the present values of the remaining scheduled payments of principal thereof and interest thereon assuming with respect to the 2029 Notes, the 2031 Notes, the 2034 Notes and the 2054 Notes that such Notes matured on the applicable Par Redemption Date (exclusive of interest accrued to the date of redemption), discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) *plus* (a) in the case of the 2029 Notes, 10 basis points (0.100%), (b) in the case of the 2031 Notes, 10 basis points (0.100%), (c) the 2034 Notes, 15 basis points (0.150%) and (d) in the case of the 2054 Notes, 15 basis points (0.150%), *plus*, in each case, any unpaid interest accrued thereon to the date of redemption. Notwithstanding the foregoing, installments of interest on any such Notes to be redeemed that are due and payable on an Interest Payment Date falling on or prior to the redemption date will be payable on the applicable Interest Payment Date to the Holders as of the close of business on the relevant regular record date.

“*Par Redemption Date*” means:

- (i) in the case of the 2029 Notes, February 12, 2029, the date that is one month prior to the 2029 Maturity Date;
- (ii) in the case of the 2031 Notes, January 12, 2031, the date that is two months prior to the 2031 Maturity Date;
- (iii) in the case of the 2034 Notes, December 12, 2033, the date that is three months prior to the 2034 Maturity Date; and
- (iv) in the case of the 2054 Notes, September 12, 2053, the date that is six months prior to the 2054 Maturity Date.

“*Reference Treasury Dealer*” means (i) each of Barclays Capital Inc., BofA Securities, Inc., Deutsche Bank Securities Inc., HSBC Securities (USA) Inc. and J.P. Morgan Securities LLC, or their applicable affiliates that are primary U.S. Government securities dealers, and their respective successors, provided, however, that if any of the foregoing or their affiliates ceases to be a primary U.S. Government securities dealer in New York City (a “*Primary Treasury Dealer*”), the Issuer shall substitute therefor another Primary Treasury Dealer and (ii) two other Primary Treasury Dealers selected by the Issuer.

“*Reference Treasury Dealer Quotations*” means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker by the Reference Treasury Dealers at 3:30 p.m., New York City time, on the third Business Day preceding such redemption date.

“*Treasury Rate*” means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity or interpolated (on a day count basis) yield of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

The Issuer will cause notice of any redemption to be sent to the Fiscal Agent at least 10 days but not more than 60 days before the redemption date, and the Fiscal Agent will then promptly forward such notice by

first class mail (or otherwise deliver such notice in accordance with the procedures of DTC) to each Holder of any Notes to be redeemed. Notice having been given, the Notes specified in such notice shall become due and payable on the date fixed for redemption and will be paid at the applicable redemption price at the place or places of payment and in the manner specified in the Notes. Notwithstanding the foregoing, any such redemption may, at the Issuer's option and discretion, be subject to one or more conditions precedent, and if so, such notice of redemption shall state that, in the Issuer's discretion, the redemption date may be delayed until such time as any or all such conditions shall have been satisfied (or waived by the Issuer in its sole discretion) or that such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied (or waived by the Issuer in its sole discretion) by the redemption date as stated in such notice, or as so delayed. The Issuer may provide in such notice that payment of the redemption price and performance of the Issuer's obligations with respect to such redemption may be performed by any other person.

Unless the Issuer defaults in payment of the redemption price, on and after the redemption date, interest shall cease to accrue on the related Notes or portions thereof called for redemption, and the only right of the Holders of such Notes shall be to receive payment of the redemption price for such Notes.

In the case of any partial redemption of the Notes of any series, each outstanding Note of such series shall be redeemed pro rata, provided that if at the time of redemption such Notes are in the form of Global Notes, selection of Notes to be redeemed shall be made in accordance with DTC procedures.

### **Payment of Additional Amounts**

All payments made under each Guarantee by, or on behalf of, 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 (collectively, "*Taxes*") imposed, collected, withheld, assessed or levied by or on behalf of any Relevant Tax Jurisdiction (as defined below), unless the withholding or deduction of the Taxes is required by the law of any Relevant Tax Jurisdiction.

Where the withholding or deduction of Taxes is required by the law of any Relevant Tax Jurisdiction, the Guarantor will pay such additional amounts (the "*Additional Amounts*") as may be necessary in order that the net amounts received by the Holders after the withholding or deduction shall equal the respective amounts that would have been receivable under the relevant Guarantee in the absence of the withholding or deduction; except that no such Additional Amounts shall be payable under the relevant Guarantee:

- (a) to, or to a third party on behalf of, a Holder who is liable for such Taxes by reason of the existence of any present or former connection between the Holder and the Relevant Tax Jurisdiction imposing such Taxes (other than the mere receipt of such payment or ownership or holding of the relevant Note);
- (b) to, or to a third party on behalf of, a Holder to the extent that such Holder or third party would not have been liable or subject to the withholding or deduction had it complied with a timely request to the Holder for any applicable certification, identification or other reporting requirements concerning the nationality, residence or identity of the Holder or beneficial owner of the relevant Note, or its connection (or lack thereof) with a Relevant Tax Jurisdiction;
- (c) if such Taxes are the result of the relevant Note having been presented for payment (where presentation is required) more than 30 days after the Relevant Date (as defined below), except to the extent that a Holder would have been entitled to such Additional Amounts if it had presented such Note on the last day of such period of 30 days;
- (d) where such withholding or deduction is imposed for, or on account of, any present or future estate, inheritance, gift, sales, transfer, personal property or similar tax, duty, assessment or governmental charge;
- (e) if the Holder is a fiduciary, partnership or other entity that is not the sole beneficial owner of the payment, and the laws of the Relevant Tax Jurisdiction require the payment to be included in the income of a beneficiary or settlor for tax purposes with respect to such fiduciary or a member of such partnership or a beneficial owner who would not have been entitled to such Additional Amounts had it been the Holder;



- (f) where such withholding or deduction is required to be made pursuant to laws enacted by Switzerland changing the Swiss federal withholding tax system from an issuer-based system to a paying agent-based system pursuant to which a person other than an issuer or guarantor of debt securities is required to withhold tax on any interest payments;
- (g) where the Taxes are payable otherwise than by deduction or withholding from a payment under such Guarantee; or
- (h) where such withholding or deduction is payable for any combination of (a) through (g) above.

For purposes of the foregoing:

“*Relevant Date*” means, in respect of any payment, (i) the date on which such payment first becomes due and payable or (ii) if the full amount of the monies payable has not been received by the Fiscal Agent or, as the case may be, the Paying Agent on or prior to such due date, the Relevant Date means the first date on which, the full amount of such monies having been so received and being available for payment to Holders, notice to that effect has been duly given to the Holders.

“*Relevant Tax Jurisdiction*” means, (i) in the case of the Guarantor, Switzerland and any political subdivision thereof or therein and (ii) in the case of any Successor Guarantor permitted under the section “—*Consolidation, Merger and Sale of Assets of the Guarantor*” below that is incorporated, tax resident or principally engaged in business in a jurisdiction other than the United States or any political subdivision thereof or therein, such jurisdiction of incorporation, tax residence or place of business.

All payments in respect of the Notes by the Issuer and all payments under the Guarantees by the Guarantor will be paid net of any deduction or withholding imposed or required pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the “*Code*”), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (“*FATCA Withholding*”). Neither the Guarantor nor any other person will be required to pay Additional Amounts on account of any FATCA Withholding.

Whenever in the Fiscal Agency Agreement, the Notes or the Guarantees or this Offering Memorandum there is mentioned, in any context, (1) the payment of principal or interest, (2) redemption prices or purchase prices in connection with the redemption or purchase of the Notes or (3) any other amount payable under or with respect to any Note or Guarantee, such mention shall be deemed to include mention of the payment of Additional Amounts to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof.

The Guarantor’s obligation to pay Additional Amounts, if any, as a term of the relevant Guarantee, will be governed by and construed in accordance with the substantive laws of Switzerland.

### **Optional Tax Redemption**

The Notes of any series may be redeemed, subject to any other terms set forth herein and in the Fiscal Agency Agreement, as a whole but not in part, at the option of the Issuer, upon not more than 60 days’ nor less than 10 days’ prior notice to the Holders of such Notes, at a redemption price equal to 100% of the principal amount thereof, together with accrued interest, if any, thereon to (but excluding) the redemption date if, on the next succeeding Interest Payment Date, the Issuer would be obligated to pay any Additional Amounts or a demand were to be made under the related Guarantee with respect to any payment under such Notes due on such date and the Guarantor would be obligated to pay any Additional Amounts with respect to the related payment under such Guarantee, and, in either case, this obligation cannot be avoided by the use of reasonable measures available to the Issuer or Guarantor, as the case may be, as a result of any Tax Law Change.

“*Tax Law Change*” means, with respect to any series of Notes, any change in, or amendment to, the laws, treaties, regulations or rulings of any Relevant Tax Jurisdiction affecting taxation or any change in, or amendment to, an official interpretation, administrative guidance or application of such laws, treaties, regulations or rulings, which change or amendment is officially announced and becomes effective on or after the date on which the last tranche of such series of Notes was issued or, in the case of a jurisdiction that becomes a Relevant Tax Jurisdiction after the date on which the last tranche was issued, on or after the date such jurisdiction becomes a Relevant Tax Jurisdiction.



To exercise the Issuer's tax redemption option with respect to any series of Notes, the Issuer must make available to the Holders upon request (i) an opinion of independent legal counsel or accountant of recognized standing with respect to tax matters of the Relevant Tax Jurisdiction confirming that the Issuer or the Guarantor, as applicable, would be required to pay Additional Amounts on the next succeeding Interest Payment Date (in the case of the Guarantor, if a demand were to be made under the Guarantee related to such series of Notes) as a result of such a change or amendment, and (ii) a certificate from an officer of the Issuer or the Guarantor, as applicable, stating that the Issuer or Guarantor, respectively, could not have avoided the payment of Additional Amounts by the use of reasonable measures.

However, no such notice of redemption with respect to any series of Notes may be given (i) earlier than 90 days prior to the earliest date on which the Issuer or the Guarantor, as applicable, would be obligated to pay such Additional Amounts under such Notes or, as the case may be, under the related Guarantee were a payment in respect of such Notes then due and a demand were to be made under such Guarantee with respect thereto, or (ii) if at the time of such notice, the Issuer or the Guarantor, as applicable, would no longer be obligated to pay such Additional Amounts under such Notes or, as the case may be, the related Guarantee were a payment in respect of such Notes then due and a demand were to be made under such Guarantee with respect thereto.

### **Repurchase of Notes by the Issuer or the Guarantor**

The Issuer or the Guarantor may, at any time, purchase Notes at any price in the open market or otherwise. Notes so purchased may, at the Issuer's or the Guarantor's discretion, be held, resold or surrendered to the Fiscal Agent for cancellation.

### **Negative Pledge**

#### ***Negative Pledge of the Issuer***

The Issuer shall not, so long as any of the Notes are outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent in accordance with "*—Discharge and Defeasance*" below, secure any Capital Markets Indebtedness (as defined below) now or hereafter existing of the Issuer or any guarantee or indemnity by the Issuer of any Capital Markets Indebtedness of any Subsidiary (as defined below) by any mortgage, charge, lien, pledge or other security interest ("*Lien*") upon, or with respect to, the whole or any part of the present or future revenues or assets of the Issuer unless in any such case the Issuer shall, simultaneously with, or prior to, the creation of such Lien, take any and all action necessary to procure that all amounts payable under the Notes are secured by such Lien equally and ratably, provided that any Lien that is mandatory pursuant to applicable laws or required as a prerequisite for governmental approvals shall be excluded from the requirements of this section.

#### ***Negative Pledge of the Guarantor***

The Guarantor shall not, for so long as any of the Notes are outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent in accordance with "*—Discharge and Defeasance*" below, provided that security upon its assets is neither mandatory pursuant to applicable laws nor required as a prerequisite for governmental approvals, secure any Capital Markets Indebtedness now or hereafter existing of the Guarantor or any guarantee or indemnity by the Guarantor of any Capital Markets Indebtedness of the Issuer or any Subsidiary will be secured by any Lien upon, or with respect to, the whole or any part of the present or future revenues or assets of the Guarantor unless in any such case the Guarantor shall, simultaneously with, or prior to, the creation of such Lien, take any and all action necessary to procure that all amounts payable under the Guarantees are secured by such Lien equally and ratably, provided that in the event of a merger, amalgamation or consolidation of the Guarantor with another company, the provisions of this section shall not apply with regard to any security in respect of any Capital Markets Indebtedness over the assets of that other company which security exists at the time of such merger, amalgamation or consolidation (other than any such security created in contemplation thereof) and any such security thereafter created by the resulting or surviving entity in substitution for the aforesaid security over assets the value of which does not materially exceed the current value of the assets subject to such security immediately prior to such merger, amalgamation or consolidation.

"*Capital Markets Indebtedness*" shall mean any indebtedness now or hereafter existing which is in the form of or represented or evidenced by any bonds, notes or other securities which, in any such case, are, or are capable of being, listed on any recognized stock exchange.

“*Subsidiary*” shall mean any company of which the Issuer shall own more than 50% of the outstanding voting stock of such company.

The Guarantor’s undertaking described above, as a term of the relevant Guarantee, will be governed by, and construed in accordance with, the substantive laws of Switzerland.

### **Events of Default**

The following will be Events of Default (each, an “*Event of Default*”) with respect to the applicable series of Notes:

- (a) default in the payment of any principal amount, including Additional Amounts in respect thereof, if applicable, due under the Notes (whether at maturity or upon acceleration, redemption, required repurchase, by declaration, repayment or otherwise), and such default continues for 30 days from the relevant due date;
- (b) default in the payment of any interest amount, including Additional Amounts in respect thereof, if applicable, due under the Notes, and such default continues for 30 days from the relevant due date;
- (c) default by the Issuer or the Guarantor in the due performance or observance of any obligation, condition or other provision under or in relation to the Notes or the related Guarantee (other than those described in paragraphs (a) and (b) above), as applicable, if such default shall not have been cured within 90 days after written notice thereof having been given to the Issuer or the Guarantor, as applicable, and the Fiscal Agent by the Holders of not less than 25% in aggregate principal amount of the applicable series of Notes then outstanding;
- (d) the Issuer or the Guarantor is wound up, dissolved or otherwise ceases to carry on its business, except in connection with a merger or other reorganization pursuant to which the surviving company expressly assumes all the obligations of the Issuer or the Guarantor, as the case may be, with respect to the Notes or the related Guarantee, as applicable, which obligations with respect to the Notes that are payment obligations are irrevocably guaranteed in favor of the Holders by the Guarantor either under the Guarantee relating to such series of Notes or on terms substantially the same as those of such Guarantee;
- (e) (i) the entry of a decree or order for relief by a court having jurisdiction in the premises (1) in respect of the Issuer in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or (2) appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or other similar official of the Issuer or for any substantial part of the property of the Issuer, or (3) ordering the winding up or liquidation of the affairs of the Issuer and, in each case, the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days; or (ii) the Issuer commencing a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consenting to the entry of an order for relief in an involuntary case under any such law or consenting to the appointment of or the taking of possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or other similar official of the Issuer, or the making by the Issuer of a general assignment for the benefit of creditors, or the failure by the Issuer generally to pay its debts as they become due, or the taking by the Issuer of any corporate action in furtherance of any of the foregoing;
- (f) the Guarantor applies for or is subject to an amicable settlement with its creditors (*accord amiable*), or admits in writing that it is insolvent, or seeks or resolves to seek its judicial reorganization (*concordat*), or the transfer of the whole of its business (*cession totale de l’entreprise*) or any such proceedings are instituted against it and remain undismissed for a period of 60 days or are uncontested, or it otherwise institutes or resolves to institute other proceedings for bankruptcy (*faillite*), judicial reorganization, winding up, dissolution, liquidation, restructuring (*assainissement*), stay of bankruptcy proceedings (*ajournement de la faillite*) or any similar proceedings (or any such proceedings are instituted against it and remain undismissed for a period of 60 days or are uncontested), or makes conveyance or assignment for the benefit of, or enters into a composition with substantially all its creditors generally; or

- (g) the Guarantee with respect to such series of Notes ceases to be the legal, valid and binding obligation of the Guarantor, enforceable in accordance with its terms, or the Guarantor contests or denies the validity of such Guarantee, in each case other than in connection with a merger of the Guarantor with the Issuer or the Guarantor becoming the Substitute Issuer (as defined below under “—*Consolidation, Merger and Sale of Assets; Substitution of the Issuer*”).

If an Event of Default occurs and is continuing, then and in each and every such case (other than an Event of Default specified in paragraphs (d), (e) and (f) above), unless the principal amount of all outstanding Notes of the applicable series has already become due and payable, the Holders of not less than 25% in aggregate principal amount of the applicable series of Notes then outstanding, by notice in writing to the Issuer, the Guarantor and the Fiscal Agent, may declare the entire principal amount of all outstanding Notes of such series and interest accrued and unpaid thereon, if any, including any Additional Amounts with respect thereto, to be due and payable.

If an Event of Default described in paragraphs (d), (e) and (f) above occurs and is continuing, the principal amount of, and accrued and unpaid interest on, all outstanding Notes of the applicable series shall become immediately due and payable, without any declaration or other act on the part of the Fiscal Agent or any Holder.

Any right to declare the Notes of any series due shall terminate if the situation giving rise to it has been cured before the right is exercised.

The Holders of a majority in aggregate principal amount of the applicable series of Notes then outstanding, by written notice to the Issuer, the Guarantor and the Fiscal Agent, may waive defaults and rescind and annul declarations of acceleration and its consequences, but no such waiver or rescission and annulment shall extend to or shall affect any subsequent default or shall impair any right consequent thereon.

## **Discharge and Defeasance**

### ***Discharge***

The Issuer may discharge its obligations under the outstanding Notes of an applicable series and thereby, pursuant to the terms of such Guarantee, discharge the Guarantor from its obligations under the Guarantee relating to such series of Notes while any such Notes remain outstanding, if such Notes (i) have become due and payable, (ii) will become due and payable within one year or (iii) have been scheduled for redemption within one year, in each case, by irrevocably depositing or causing to be deposited with the Fiscal Agent, money in U.S. dollars or Government Obligations (as defined below) in an amount sufficient to pay the entire indebtedness including the principal, premium, if any, and interest to the date of such deposit (if such Notes have become due and payable) or to the maturity thereof or the redemption date of such Notes, as the case may be. The Issuer, or the Guarantor on the Issuer's behalf, shall, on demand of the Fiscal Agent, deliver to the Fiscal Agent an officers' certificate stating that all conditions precedent to discharge under the outstanding Notes of an applicable series have been complied with.

### ***Defeasance***

The Issuer may, at its option at any time, elect either (1) to defease and be discharged from any and all obligations with respect to the outstanding Notes of an applicable series (except for, among other things, certain obligations to replace temporary or mutilated, destroyed, lost or stolen Notes, to maintain an office or agency with respect to the Notes and to hold moneys for payment in trust) and thereby, pursuant to the terms of the Guarantee related to such series of Notes, defease and discharge the Guarantor from its obligations under such Guarantee (“*Legal Defeasance*”) or (2) to be released from its obligations to comply with the restrictive covenants (which restrictive covenants shall consist of those described under “—*Negative Pledge—Negative Pledge of the Issuer*” and “—*Consolidation, Merger and Sale of Assets of the Issuer; Substitution of the Issuer*”) under the outstanding Notes of the applicable series and thereby, pursuant to the terms of the Guarantee related to such series of Notes, release the Guarantor from its obligations to comply with the restrictive covenants (which restrictive covenants shall consist of those described under “—*Negative Pledge—Negative Pledge of the Guarantor*,” “—*Consolidation, Merger and Sale of Assets of the Guarantor*” and “—*Financial Reports*”) under such Guarantee, and any omission by the Issuer or the Guarantor to comply with such obligations will not constitute an Event of Default under the applicable series of Notes, and clauses (a) through (c) under “—*Events of Default*” will no longer be applied (“*Covenant Defeasance*”). Legal Defeasance or Covenant Defeasance, as

the case may be, will be conditioned upon, among other things, the irrevocable deposit by the Issuer, or Guarantor on the Issuer's behalf, with the Fiscal Agent, money in U.S. dollars or Government Obligations (as defined below), that through the scheduled payment of principal and interest in accordance with their terms will provide money in an amount sufficient, in the opinion of a nationally recognized firm of independent accountants or valuation consultants, to pay the principal of, premium, if any, on and interest on the Notes on the scheduled due dates therefor.

If the Issuer effects Covenant Defeasance and the outstanding Notes of the applicable series are declared due and payable because of the occurrence of any Event of Default, other than under clauses (a) through (c) of "*Events of Default*," even if the money in U.S. dollars or Government Obligations (as defined below), on deposit with the Fiscal Agent is sufficient (in the opinion of a nationally recognized firm of independent accountants or valuation consultants) to pay amounts due on the Notes at the time of the stated maturity, it may not be sufficient to pay amounts due on the Notes at the time of the acceleration resulting from such Event of Default. In such circumstances, the Issuer would remain liable under the Notes of the relevant series to make payment of such amounts due at the time of acceleration.

To effect Legal Defeasance or Covenant Defeasance, the Issuer, or the Guarantor on the Issuer's behalf, will be required to deliver to the Fiscal Agent an opinion of U.S. counsel to the effect that beneficial owners of the Notes of such series will not recognize income, gain or loss for U.S. federal income tax purposes as a result of the exercise of such defeasance and will be subject to U.S. federal income tax on the same amounts and in the same manner and at the same times as would have been the case if such defeasance had not occurred and which opinion, only in the case of Legal Defeasance, must state that such opinion is based on a ruling received from or published by the United States Internal Revenue Service or on a change of law after the date of the Fiscal Agency Agreement.

The Issuer may exercise its Legal Defeasance option notwithstanding its prior exercise of its Covenant Defeasance option.

"*Government Obligations*" shall mean securities that are (i) direct obligations of the United States for the timely payment of which its full faith and credit is pledged or (ii) obligations of a person controlled or supervised by and acting as an agency or instrumentality of the United States the timely payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States, which, in either case, are not callable or redeemable at the option of the issuers thereof, and shall also include a depository receipt issued by a bank (as defined in Section 3(a)(2) of the Securities Act), as custodian with respect to any such Government Obligations or a specific payment of principal or interest on any such Government Obligations held by such custodian for the account of the holder of a depository receipt, provided that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of the Government Obligations or the specific payment of principal of or interest on the Government Obligations evidenced by such depository receipt.

#### ***Deposited Moneys to Be Held by Fiscal Agent; Miscellaneous Provisions***

All moneys in U.S. dollars and Government Obligations (including the proceeds thereof) deposited with the Fiscal Agent pursuant to "*Discharge and Defeasance—Discharge*" and "*Discharge and Defeasance—Defeasance*" above shall be held by the Fiscal Agent and applied by it to the payment of all sums due and to become due thereon for principal of, premium, if any, on and interest, if any, either directly or through any Fiscal Agent (including the Issuer and the Guarantor, respectively if acting as their own Fiscal Agent) to the Holders of the applicable series for payment or redemption of which such moneys or Government Obligations have been deposited with the Paying Agent.

The Issuer shall pay and indemnify the Fiscal Agent against any tax, fee or other charge imposed on or assessed against the Government Obligations deposited pursuant to "*Discharge and Defeasance—Discharge*" or "*Discharge and Defeasance—Defeasance*" or the principal and interest received in respect thereof other than any such tax, fee or other charge that by law is for the account of the Holders of the Notes of the applicable series.

Notwithstanding anything under "*Discharge and Defeasance—Discharge*" or "*Discharge and Defeasance—Defeasance*" to the contrary, the Fiscal Agent shall deliver or pay to the Issuer, from time to time upon request of the Issuer, any moneys in U.S. dollars or Government Obligations held by it as provided under

“—Discharge and Defeasance—Discharge” or “—Discharge and Defeasance—Defeasance” with respect to any Notes of the applicable series that are in excess of the amount thereof that would then be required to be deposited to effect the Legal Defeasance or Covenant Defeasance, as the case may be, with respect to such Notes of the applicable series.

### ***Return of Unclaimed Moneys***

Any moneys and Government Obligations deposited with, or paid to, the Fiscal Agent for payment of the principal of, premium, if any, on and interest, if any, on Notes of the applicable series and not applied but remaining unclaimed by the Holders of such applicable series for two years after the date upon which the principal of, premium, if any, on or interest, if any, on the Notes of the applicable series, as the case may be, shall have become due and payable (whether at maturity, upon call for redemption or otherwise), shall be repaid to the Issuer or Guarantor by the Fiscal Agent on written demand; and the Holders shall thereafter look only to the Issuer or Guarantor for any payment that such Holders may be entitled to collect and all liability of the Fiscal Agent with respect to such moneys shall thereupon cease.

### ***Reinstatement***

If, and for so long as, the Fiscal Agent is unable to apply any moneys or Government Obligations held as required in “—Discharge and Defeasance—Discharge” or “—Discharge and Defeasance—Defeasance” by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Issuer’s and the Guarantor’s obligations under the Notes of the applicable series and the Guarantee relating thereto shall be reinstated as though no such deposit had been made, provided that if the Issuer or the Guarantor makes any payment of principal of, or interest on, any Notes of the applicable series under the terms of the Notes or the Guarantee relating thereto, respectively, because of the reinstatement of its obligations, the Issuer and the Guarantor, as applicable, shall be subrogated to the rights of the Holders of such Notes to receive such payment from the moneys or Government Obligations held by the Fiscal Agent.

### ***Amendments***

Subject to certain exceptions, the Fiscal Agent, the Issuer and the Guarantor may amend or supplement the Fiscal Agency Agreement, the Notes of any series or the Guarantee relating thereto, and may waive future compliance therewith, with the consent of the Holders of not less than a majority in aggregate principal amount of outstanding Notes of the applicable series.

However, without the consent of each Holder of the relevant series of Notes, no modification, amendment, waiver or consent may:

- (a) reduce the principal amount of Notes or Additional Amounts payable with respect thereto;
- (b) reduce the stated rate, change the stated time for payment, or exclude payment of interest on any Note;
- (c) change the Maturity Date of any Note;
- (d) make any Notes payable in a currency other than U.S. dollars;
- (e) reduce the amount payable upon the redemption of any Note;
- (f) change the obligation of the Guarantor to pay Additional Amounts (except as otherwise permitted by the Notes or the related Guarantee);
- (g) make any change in the amendment or waiver provisions of the Fiscal Agency Agreement or of the Notes that require the consent of each Holder of an affected Note;
- (h) make a change in the provisions of the Notes authorizing Holders to accelerate payment in case of an Event of Default;
- (i) substitute the Issuer or the Guarantor, other than as described under “—Consolidation, Merger and Sale of Assets; Substitution of the Issuer” below;
- (j) make any change in the provisions of the Notes, the related Guarantee or the Fiscal Agency Agreement relating to Additional Amounts that adversely affects the rights of any Holder of such Notes in any



material respect or amends the terms of such Notes or the related Guarantee in a way that would result in a loss of an exemption from or reduction of any of the Taxes described under the section entitled “—*Payment of Additional Amounts*” above or an exemption from or reduction of any obligation to withhold or deduct Taxes so described unless the Issuer and the Guarantor, as the case may be, agree to pay Additional Amounts, if any, in respect thereof; or

- (k) change in any manner adverse to the interests of the Holders the terms and provisions of the Guarantee related to such series of Notes in respect of the due and punctual payment of the principal and interest (including Additional Amounts, if any) on the Notes.

Without the consent of any Holder, the Issuer, the Guarantor and the Fiscal Agent may amend or supplement the Fiscal Agency Agreement, the Notes of any series and the Guarantee related thereto to:

- (a) cure any ambiguity, omission, defect, mistake or inconsistency or make any other similar change (and, in each case, any applicable conforming changes);
- (b) provide for the assumption by a successor company of the obligations of the Issuer or Guarantor under the Fiscal Agency Agreement, the Notes or the related Guarantee, as the case may be, in accordance with “—*Consolidation, Merger and Sale of Assets; Substitution of the Issuer*” below;
- (c) provide for uncertificated Notes in addition to or in place of certificated Notes, or alter the provisions of the Fiscal Agency Agreement relating to the form of notes (including the related definitions) in a manner that does not materially adversely affect the rights of any Holder;
- (d) add to the covenants of the Issuer or the Guarantor or surrender any right or power conferred upon the Issuer or the Guarantor;
- (e) add guarantees with respect to the Notes or to secure the Notes;
- (f) conform the text of the Fiscal Agency Agreement, the Notes or the related Guarantee to any provision of this “*Description of Notes and Guarantees*”;
- (g) evidence and provide for the acceptance and appointment under the Fiscal Agency Agreement of a successor Fiscal Agent pursuant to the requirements thereof;
- (h) modify the restrictions on, and procedures for, resale and other transfers of the Notes and the related Guarantee pursuant to law, regulation or practice relating to the resale or transfer of restricted securities generally;
- (i) issue an unlimited aggregate principal amount of Notes of such series under the Fiscal Agency Agreement or to “reopen” the Notes of such series and create and issue Additional Notes having identical terms and conditions as the Notes of such series (or in all respects except for the issue date, issue price, payment of interest accruing prior to the issue date of such Additional Notes and/or the first payment of interest following the issue date of such Additional Notes) so that the Additional Notes are consolidated and form a single series with the outstanding Notes of such series; or
- (j) make any change that does not adversely affect the terms of the Notes of an applicable series or the interests of the Holders thereof in any material respect.

The consent of the Holders is not necessary under the Fiscal Agency Agreement, the Notes or the Guarantees to approve the particular form of any proposed amendment, supplement or waiver. It is sufficient if the consent of the Holders of the applicable series of Notes approves the substance of the proposed amendment, supplement or waiver. A consent to any amendment, supplement or waiver under the Fiscal Agency Agreement, the Notes or the Guarantees by any Holder given in connection with a tender of such Holder’s Notes will not be rendered invalid by such tender.

In determining whether the Holders of the requisite principal amount of Notes of any series have given any request, demand, authorization, consent, vote or waiver in connection with the Fiscal Agency Agreement, the Notes of such series, or the Guarantee related thereto, Notes owned by the Issuer, the Guarantor or any affiliate of the Issuer or the Guarantor shall be disregarded and deemed not to be outstanding for these purposes.

The Issuer will publish a notice of any material amendment, supplement or waiver in accordance with the provisions of the Fiscal Agency Agreement described under “—*Notices.*”



Any modifications, amendments or waivers to the Fiscal Agency Agreement, the terms of the Notes of any series or the Guarantee relating thereto will be conclusive and binding on all Holders of the Notes of such series, whether or not they have given such consent, and on all future Holders of the Notes of such series, whether or not notation of such modifications, amendments or waivers is made upon the Notes of such series or the Guarantee relating thereto. Any instrument given by or on behalf of any Holder of a Note of the relevant series in connection with any consent to any such modification, amendment or waiver will be irrevocable once given and will be conclusive and binding on all subsequent Holders of such Note.

### **Consolidation, Merger and Sale of Assets; Substitution of the Issuer**

#### ***Consolidation, Merger and Sale of Assets of the Issuer; Substitution of the Issuer***

The Issuer may, without the consent of the Holders of any of the Notes, consolidate with, merge into, or sell, transfer, lease or convey all or substantially all of its assets to, any corporation, partnership, limited liability company or limited liability partnership (the “*Successor Issuer*”), or, at any time, if no payment of principal of or interest on any of the Notes of an applicable series is in default, substitute for the Issuer, either the Guarantor or any other corporation, partnership, limited liability company or limited liability partnership more than 90% of the voting share or other equity interests of which are directly or indirectly owned by the Guarantor as principal debtor in respect of all obligations arising from or in connection with such series of Notes (the “*Substitute Issuer*”), provided that:

- (a) the Substitute Issuer or any Successor Issuer shall expressly assume the Issuer’s obligations under the applicable series of Notes and the Fiscal Agency Agreement;
- (b) immediately after giving effect to such transaction, no Event of Default with respect to the applicable series of Notes shall have occurred and be continuing;
- (c) the Substitute Issuer or any Successor Issuer has agreed to indemnify and hold harmless each Holder against any withholding tax, duty, assessment or governmental charge imposed on such Holder in respect of such substitution;
- (d) when a Substitute Issuer or any Successor Issuer is incorporated, tax resident or principally engaged in business in a jurisdiction other than the United States or any political subdivision thereof or therein (a “*Non-U.S. Substitute Issuer*”), it agrees that it will have an obligation to pay additional amounts under the section entitled “—*Payment of Additional Amounts*” above (substituting for this purpose the references in that section to “Guarantor” with “Non-U.S. Substitute Issuer” and references to the “Guarantee” with the “Notes” and further changing the definition of Relevant Tax Jurisdiction to any “jurisdiction other than the United States in which the Non-U.S. Substitute Issuer is organized, tax resident or principally engaged in business, in each case including any political subdivision thereof or therein”);
- (e) unless the Substitute Issuer or the Successor Issuer is the Guarantor, the Guarantor irrevocably guarantees in favor of each Holder the payment of all sums payable by such Substitute Issuer or such Successor Issuer in respect of the applicable series of Notes either under the related Guarantee or on terms equivalent to the terms of such Guarantee; and
- (f) when a Substitute Issuer or any Successor Issuer is domiciled in a jurisdiction other than the United States, it agrees to submit to the exclusive jurisdiction of any U.S. federal or New York state court, in each case, in the City and County of New York, over any suit, action or proceeding arising out of or relating to the Fiscal Agency Agreement or the applicable series of Notes and appoint an agent for service of process accordingly.

In the event that the Issuer consolidates with, merges into, sells, transfers, leases or conveys all or substantially all of its assets to any Successor Issuer, or substitutes the Issuer with a Substitute Issuer, the Issuer shall provide the Holders with written notice of the occurrence of such transaction.

Upon the effectiveness of any such transaction or substitution, all of the provisions of the applicable series of Notes will apply *mutatis mutandis*, and references elsewhere herein, in the Fiscal Agency Agreement and the

applicable series of Notes to the Issuer will, where the context so requires, be deemed to be or include references to the Substitute Issuer or any Successor Issuer, as applicable, and, for the avoidance of doubt, the Issuer will be automatically released and discharged from its obligations under the Fiscal Agency Agreement and the applicable series of Notes.

### ***Consolidation, Merger and Sale of Assets of the Guarantor***

The Guarantor may, without the consent of the Holders of Notes of the relevant series, consolidate with, merge into, or sell, transfer, lease or convey all or substantially all of its assets to, any corporation (the “*Successor Guarantor*”), provided that:

- (a) the Successor Guarantor shall expressly assume the Guarantor’s obligations under the related Guarantee and the Fiscal Agency Agreement;
- (b) immediately after giving effect to such transaction, no Event of Default with respect to the applicable series of Notes shall have occurred and be continuing;
- (c) the Successor Guarantor has agreed to indemnify and hold harmless each Holder of Notes of the relevant series against any withholding tax, duty, assessment or governmental charge imposed on such Holder in respect of such substitution; and
- (d) when the Successor Guarantor is domiciled in a jurisdiction other than the United States, the Successor Guarantor agrees to submit to the exclusive jurisdiction of any U.S. federal or New York state court, in each case, in the City and County of New York, over any suit, action or proceeding arising out of or relating to the Fiscal Agency Agreement and appoint an agent for service of process accordingly.

Upon the effectiveness of any such transaction in accordance with the conditions specified above, all references in the Fiscal Agency Agreement, the applicable series of Notes and the Guarantee related thereto to the Guarantor shall, where the context so requires, be deemed to be or include references to the Successor Guarantor and, for the avoidance of doubt, the Guarantor will be automatically released and discharged from its obligations under the related Guarantee and the Fiscal Agency Agreement.

The Guarantor’s undertaking described above, as a term of the relevant Guarantee, will be governed by, and construed in accordance with, the substantive laws of Switzerland.

### **Financial Reports**

For so long as any Notes remain outstanding and during any period in which the Guarantor is neither subject to Section 13 or Section 15(d) of the Exchange Act nor exempt from reporting pursuant to Rule 12g3-2(b) of the Exchange Act, the Guarantor will publish on its website in English and make available to any Holder on request: (a) within the later of (1) 120 days of the end of each completed fiscal year and (2) the time period required by the listing rules of the SIX Swiss Exchange with respect to annual reports, the annual report of the Guarantor required by the listing rules of the SIX Swiss Exchange, which shall include audited annual consolidated financial statements of the Guarantor (including a consolidated balance sheet as of the end of such period and a consolidated income statement and a consolidated cash flows statement for such period, in each case setting forth in comparative form corresponding consolidated figures from the immediately preceding corresponding period); and (b) within the later of (1) 90 days of the end of the first half-year period of any fiscal year and (2) the time period required by the listing rules of the SIX Swiss Exchange with respect to semi-annual reports, the unaudited condensed interim consolidated financial statements of the Guarantor in respect of the first half-year period of such fiscal year required by the listing rules of the SIX Swiss Exchange (including a consolidated balance sheet as of the end of such period and a consolidated income statement and a consolidated cash flows statement for such period, in each case setting forth in comparative form corresponding consolidated figures from the immediately preceding corresponding period); in each case, prepared in accordance with IFRS as issued by the IASB as in effect at the date of the relevant statements.

In addition, for so long as any Notes remain outstanding and are “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, and during any period during which the Issuer is neither subject to Section 13 or Section 15(d) of the Exchange Act nor exempt from reporting pursuant to Rule 12g3-2(b) of the Exchange Act, the Issuer will furnish to Holders and to prospective investors, upon the request thereof, any information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act with respect to the Issuer.

The Guarantor's undertaking described above, as a term of the relevant Guarantee, will be governed by, and construed in accordance with, the substantive laws of Switzerland.

### **Notices**

For so long as the Notes of any series are represented by Global Notes, notices to be given to Holders will be delivered to Cede & Co., as nominee for DTC, in accordance with its applicable policies as in effect from time to time. If the Issuer issues Notes of any series in certificated form, notices to be given to Holders will be sent by first class mail (or, if first class mail is unavailable, by airmail) to each Holder (or the first named of joint Holders) to the address of such Holder appearing in the security register or otherwise in accordance with the procedures of DTC.

Notices given by publication or electronic delivery will be deemed given on the first date on which publication or electronic delivery is made and notices given by first class mail (or, if first class mail is unavailable, by airmail) will be deemed given five calendar days after mailing.

### **No Personal Liability of Directors, Officers, Employees and Shareholders**

No director, officer, employee, incorporator, member or shareholder (other than the Guarantor in respect of the Guarantees) of the Issuer and the Guarantor shall, to the fullest extent permitted by law, have any liability for any obligations of the Issuer or the Guarantor under the Notes, the Guarantees or the Fiscal Agency Agreement or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives, to the fullest extent permitted by law, any such claim and releases any such director, officer, employee, incorporator, member or shareholder of any such liability. The waiver and release are part of the consideration for issuance of the Notes and the Guarantees. The waiver and release may not be effective to waive liabilities under the U.S. federal securities laws, and it is the view of the SEC that such a waiver is against public policy.

### **Prescription**

Any claim for the payment of principal, interest and Additional Amounts, if any, in respect of the Notes will become void unless presentment for payment is made (where so required in the terms of the Notes or in the Fiscal Agency Agreement) within five years of the respective original payment date therefor.

### **Governing Law and Submission to Jurisdiction**

The Fiscal Agency Agreement and the Notes will be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed in such state without regard to conflicts of laws principles thereof. The Guarantees will be governed by, construed in accordance with and subject to the substantive laws of Switzerland.

The Issuer and the Guarantor have each irrevocably submitted to the exclusive jurisdiction of and venue in any U.S. federal or New York state court in the City and County of New York, in any legal suit, action or proceeding arising out of or based upon the Fiscal Agency Agreement or, in the case of the Issuer, any of the Notes, and, for the avoidance of doubt, such submission to jurisdiction shall apply to no other subject matter whatsoever.

The courts of the Canton of Vaud, Switzerland (venue being the City of Vevey) shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Guarantees, including the covenants of the Guarantor contained therein.

## CERTAIN TAXATION CONSIDERATIONS

*Potential investors should consult their professional advisers on the tax consequences of buying, holding or selling any Notes in light of their own particular circumstances, including the effect of the laws of their country of citizenship, residence or domicile. The discussions that follow for each jurisdiction are based upon the applicable laws and interpretations thereof as of the date hereof, all of which laws and interpretations are subject to change or differing interpretations, which changes or differing interpretations could apply retroactively.*

### U.S. Federal Income Tax Consequences

This section describes material U.S. federal income tax consequences to Holders of owning the Notes. This discussion does not describe any tax consequences other than U.S. federal income tax consequences and does not address the income tax on certain “net investment income” or discuss any tax consequences arising under the U.S. federal estate and gift tax laws or the laws of any state, local, non-U.S. or other taxing jurisdiction. It applies to you only if you acquire Notes in the initial offering at the issue price (that is, the first price at which a substantial amount of Notes are sold for money, excluding sales to underwriters, placement agents or wholesalers) and you hold your Notes as capital assets for U.S. federal income tax purposes. This section does not describe all of the tax consequences that may apply to you if you are an investor of a type subject to special rules, such as:

- a dealer in securities or non-U.S. currencies;
- a regulated investment company, real estate investment trust, partnership or other pass-through entity (or an investor in such entities);
- a trader in securities that elects to use a mark-to-market method of accounting for your securities holdings;
- a tax-exempt organization;
- a bank, financial institution or insurance company;
- a person liable for alternative minimum tax;
- a person who is a U.S. expatriate;
- a person who owns Notes that are a hedge or that are hedged against interest rates or non-U.S. currency risks;
- an accrual method taxpayer who is required to recognize income for U.S. federal income tax purposes no later than when such income is taken into account for financial accounting purposes;
- a person who owns Notes as part of a straddle or a hedging, conversion or other risk reduction transaction for U.S. federal income tax purposes;
- a person who purchases or sells Notes as part of a wash sale for tax purposes; or
- a U.S. Holder (as defined below) whose functional currency for tax purposes is not the U.S. dollar.

If you purchase Notes at a price other than the issue price, the amortizable bond premium or market discount rules may also apply to you. You should consult your tax adviser regarding this possibility.

This discussion is based on the U.S. Internal Revenue Code of 1986, as amended (the “Code”), its legislative history, existing and proposed regulations under the Code, published rulings and court decisions, all as currently in effect. These laws are subject to change, possibly on a retroactive basis, so as to result in U.S. federal income tax consequences different from those summarized below.

We have not requested a ruling from the Internal Revenue Service (the “IRS”) on the tax consequences of owning the Notes. As a result, the IRS could disagree with portions of this discussion.

If a partnership or other entity or arrangement treated as a partnership for U.S. federal income tax purposes holds the Notes, the U.S. federal income tax treatment of a partner will generally depend on the status of the partner and the tax treatment of the partnership. A partner in a partnership holding the Notes should consult its tax adviser with regard to the U.S. federal income tax treatment of an investment in the Notes.

As used herein, a “U.S. Holder” means a beneficial owner of the Notes that is for U.S. federal income tax purposes any of the following:

- an individual who is a citizen or resident of the United States;
- a corporation (or any other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any State thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust if it (1) is subject to the primary supervision of a court within the United States and one or more U.S. persons have the authority to control all substantial decisions of the trust or (2) was in existence on August 20, 1996, and it has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person for U.S. federal income tax purposes.

The term “non-U.S. Holder” means a beneficial owner of the Notes (other than a partnership or other entity or arrangement treated as a partnership for U.S. federal income tax purposes) that is not a U.S. Holder.

***Please consult your own tax adviser concerning the consequences of owning these Notes in your particular circumstances under the Code and the laws of any other taxing jurisdiction.***

***As described under “Description of Notes and Guarantees—Consolidation, Merger and Sale of Assets of the Issuer; Substitution of the Issuer”, if certain conditions are met, the Issuer may substitute a Substitute Issuer as principal debtor in respect of all obligations arising from or in connection with a series of Notes. The substitution of a Substitute Issuer for the Issuer may result for U.S. federal income tax purposes in a deemed exchange of the Notes for new securities by the Holders thereof, which may result in the recognition of gain or loss and possibly certain other adverse U.S. tax consequences. U.S. Holders should consult their own tax advisers regarding the tax consequences of such a substitution.***

## **Tax Consequences to U.S. Holders**

### ***Payments of Interest***

The stated interest on the Notes will generally be taxable to a U.S. Holder as ordinary income when received or accrued in accordance with the U.S. Holder’s method of accounting for tax purposes. It is anticipated, and this discussion assumes, that the Notes will not be treated as issued with original issue discount for U.S. federal income tax purposes.

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

A U.S. Holder generally will recognize capital gain or loss upon the sale, exchange or other taxable disposition of a Note in an amount equal to the difference between the amount realized from such disposition (other than any amount attributable to accrued but unpaid interest, which will be taxable as interest income to the extent not previously so taxed, as described above under “—*Payments of Interest*”) and the U.S. Holder’s adjusted tax basis in the Note. A U.S. Holder’s adjusted tax basis in a Note will be, in general, the cost of the Note to such U.S. Holder. Any such gain or loss generally will be long-term capital gain or loss if the U.S. Holder has held the Note for more than one year. Long-term capital gains recognized by a non-corporate U.S. Holder generally are subject to U.S. federal income taxation at preferential rates. The deductibility of capital losses is subject to limitations.

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

In general, information reporting requirements will apply to certain payments of interest and principal paid on the Notes and to the proceeds of the sale or other disposition (including a redemption) of a Note paid to a U.S. Holder (unless the U.S. Holder is an exempt recipient). Backup withholding may apply to such payments if a U.S. Holder fails to provide an accurate taxpayer identification number and certification under penalties of perjury that it is not subject to backup withholding, fails to establish an exempt status or fails to comply with certification requirements of applicable U.S. Treasury regulations.

Backup withholding is not an additional tax and any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against a U.S. Holder’s U.S. federal income tax liability, *provided* that the required information is timely furnished to the IRS.



## **Tax Consequences to Non-U.S. Holders**

### ***Payments of Interest***

Subject to the discussion below under “—*Information Reporting and Backup Withholding*” and “—*FATCA Withholding*”, interest paid on a Note to a non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax under the “portfolio interest” exemption, *provided* that:

- such interest is not effectively connected with such non-U.S. Holder’s conduct of a trade or business within the United States, in which case such interest will be taxed as described below under “*Certain Tax Considerations—Tax Consequences to Non-U.S. Holders—Interest or Gain Effectively Connected with a United States Trade or Business*”;
- such non-U.S. Holder does not own, actually or constructively, 10% or more of the total combined voting power of all classes of our voting stock within the meaning of the Code and applicable U.S. Treasury regulations;
- such non-U.S. Holder is not a controlled foreign corporation that is related, directly or indirectly, to us through stock ownership under applicable rules of the Code;
- such non-U.S. Holder is not a bank whose receipt of interest on the Notes is described in Section 881(c)(3)(A) of the Code; and
- either (a) such non-U.S. Holder provides its name and address on an applicable IRS Form W-8 and certifies under penalties of perjury that it is not a U.S. person or (b) such non-U.S. Holder holds its Notes through certain foreign intermediaries and satisfies the certification requirements of applicable U.S. Treasury regulations.

If such non-U.S. Holder cannot satisfy the requirements described above, payments of interest made to it will be subject to a 30% U.S. federal withholding tax, unless such non-U.S. Holder provides the applicable withholding agent with a properly executed:

- IRS Form W-8BEN or W-8BEN-E (or other applicable form) certifying an exemption from or reduction in withholding under the terms of an applicable income tax treaty; or
- IRS Form W-8ECI (or other applicable form) certifying that interest paid on the Notes is not subject to withholding tax because it is effectively connected with such non-U.S. Holder’s conduct of a trade or business within the United States, in which case such interest will be taxed as described below under “—*Interest or Gain Effectively Connected with a United States Trade or Business*”.

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

Subject to the discussion below under “—*Information Reporting and Backup Withholding*” and “—*FATCA Withholding*”, any gain realized on the sale, exchange or other taxable disposition of a Note generally will not be subject to U.S. federal income or withholding tax unless:

- the gain is effectively connected with a non-U.S. Holder’s conduct of a trade or business in the United States (and, if required by an applicable income tax treaty, is attributable to a U.S. permanent establishment or fixed base), in which case such gain will be taxed as described below under “—*Interest or Gain Effectively Connected with a United States Trade or Business*”; or
- a non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of that disposition, and certain other requirements are met, in which case such gain will be subject to a 30% U.S. federal withholding tax, unless such non-U.S. Holder provides the applicable withholding agent with a properly executed IRS Form W-8BEN or W-8BEN-E (or other applicable form) certifying an exemption from or reduction in withholding under the benefit of an applicable income tax treaty, and may be offset by certain U.S. source capital losses.

Proceeds from a disposition of a Note that are attributable to accrued but unpaid interest generally will be subject to, or exempt from, tax to the same extent as described above under “—*Payments of Interest*”.



### ***Interest or Gain Effectively Connected with a United States Trade or Business***

If a non-U.S. Holder is engaged in a trade or business within the United States and interest on the Notes, or gain realized on the sale, exchange or other taxable disposition of a Note, is effectively connected with the conduct of that trade or business (and, if required by an applicable income tax treaty, is attributable to a U.S. permanent establishment or fixed base), then such non-U.S. Holder will be subject to U.S. federal income tax on that interest or gain on a net income basis in generally the same manner as if such non-U.S. Holder was a U.S. person (although such non-U.S. Holder will not be subject to 30% U.S. federal withholding tax, *provided* that the requirement to provide an IRS Form W-8ECI discussed above under “—*Payments of Interest*” is satisfied). In addition, if a non-U.S. Holder is a foreign corporation, such non-U.S. Holder may be subject to a branch profits tax equal to 30% (or lower applicable income tax treaty rate) of its effectively connected earnings and profits, subject to adjustments.

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

Generally, the amount of interest paid to a non-U.S. Holder and the amount of tax, if any, withheld with respect to those payments will be reported to the IRS. Copies of the information returns reporting such interest payments and any withholding may also be made available to the tax authorities in the country in which such non-U.S. Holder resides under the provisions of an applicable income tax treaty.

In general, a non-U.S. Holder will not be subject to backup withholding with respect to payments of interest on the Notes that we make to such non-U.S. Holder, *provided* that the applicable withholding agent does not have actual knowledge or reason to know that such non-U.S. Holder is a U.S. person, and such withholding agent has received from such non-U.S. Holder the required certification that such non-U.S. Holder is not a U.S. person as described above in the fifth bullet point under “—*Payments of Interest*”.

Information reporting and, depending on circumstances, backup withholding will apply to the proceeds of a sale or other disposition of Notes within the United States or conducted through certain U.S.-related financial intermediaries, unless a non-U.S. Holder certifies to the payor under penalties of perjury that it is not a U.S. person (and the payor does not have actual knowledge or reason to know that such non-U.S. Holder is a U.S. person), or such non-U.S. Holder otherwise establishes an exemption.

Backup withholding is not an additional tax and any amounts withheld under backup withholding rules may be allowed as a refund or a credit against a non-U.S. Holder’s U.S. federal income tax liability, *provided* that the required information is timely furnished to the IRS.

### **FATCA Withholding**

Under Section 1471 through 1474 of the Code (such Sections commonly referred to as “FATCA”), a 30% U.S. federal withholding tax may apply to any interest income paid on the Notes to (i) a “foreign financial institution” (as specifically defined in the Code) that does not provide sufficient documentation, typically on IRS Form W-8BEN-E, evidencing either (x) an exemption from FATCA, or (y) its compliance (or deemed compliance) with FATCA (which may alternatively be in the form of compliance with an intergovernmental agreement with the United States) in a manner that avoids withholding, or (ii) a “non-financial foreign entity” (as specifically defined in the Code) that does not provide sufficient documentation, typically on IRS Form W-8BEN-E, evidencing either (x) an exemption from FATCA or (y) adequate information regarding the “substantial United States owners” of such entity (if any). If an interest payment is both subject to withholding under FATCA and subject to the withholding tax described above under “—*Payments of Interest*”, the withholding under FATCA may be credited against, and therefore reduce, such other withholding tax. If you are (or hold the Notes through) a foreign financial entity or a non-financial foreign entity in a jurisdiction that has entered into an intergovernmental agreement with the United States, you (or an intermediary through which you hold the Notes) may be subject to different rules. You should consult your own tax adviser regarding these rules and whether they may be relevant to your ownership and disposition of the Notes.

### **Swiss Taxation**

#### ***Swiss Withholding Tax***

The Guarantor will ensure that, so long as any Notes are outstanding, the proceeds received from the issuance of any such Note and from outstanding debt instruments issued by a non-Swiss member of the Group (as defined in this paragraph) with the benefit of a parent guarantee provided by the Guarantor or any other

Swiss member of the Group (including the Notes) will not be applied by any member of the Group in Switzerland in amounts that would result in interest payments (including original discount or redemption premium, if any) due under such Notes (or any payments under the related Guarantee in respect thereof) being subject to Swiss withholding tax. Subject to the foregoing, neither payments of interest (including original discount or redemption premium, if any) on, nor repayment of principal of, the Notes, by the Issuer, nor any payment by the Guarantor under Guarantees in respect thereof, will be subject to Swiss withholding tax. For purposes of this paragraph, the “Group” means the Guarantor and its subsidiaries.

On April 3, 2020, the Swiss Federal Council published draft legislation to reform the Swiss withholding tax system for interest payments on bonds. This draft legislation provided for, among other things, the replacement of the current debtor-based regime applicable to interest payments on bonds with a paying agent-based regime for Swiss withholding tax. Under such proposed paying agent-based regime, subject to certain exceptions, all interest payments on bonds made by paying agents acting out of Switzerland to individuals resident in Switzerland would have been subject to Swiss withholding tax, including any such interest payments made on bonds issued by entities organized in a jurisdiction outside Switzerland (such as interest payments on the Notes). Due to the negative outcome of the consultation on the draft legislation, the Swiss Federal Council submitted new draft legislation to the Swiss Parliament that provided for the abolition of Swiss withholding tax on interest payments on bonds. This legislation was accepted by the Swiss Parliament but was subsequently rejected in a public referendum on September 25, 2022. In view of the rejection of this legislation, the Swiss Federal Council could again propose a paying agent-based regime as contemplated by the draft legislation published on April 3, 2020. If such legislation were to be enacted and a paying agent acting out of Switzerland were required to deduct or withhold Swiss withholding tax on any interest payments under the Notes or any payments under the related Guarantee in respect thereof, neither the Issuer nor the Guarantor would, pursuant to the terms and conditions of the Notes or the Guarantees, respectively, be obliged to pay additional amounts with respect to such payments as a result of such deduction or withholding of Swiss withholding tax.

### ***Swiss Securities Turnover Tax***

Neither the issuance, sale and delivery of the Notes on the issue date to the initial holders of the Notes (primary market), nor the issuance of the Guarantees by the Guarantor on such date, nor the redemption of the Notes by the Issuer (whether at maturity, upon early redemption or otherwise) is subject to Swiss securities turnover tax.

The trading of the Notes in the secondary market is subject to Swiss securities turnover tax at a rate of 0.30 percent of the consideration paid for the Notes traded, if a Swiss domestic (or Principality of Liechtenstein) securities dealer (as defined in the Swiss Federal Act on Stamp Duties of June 27, 1973, as amended) is a party to, or acts as an intermediary for, the transaction, and no statutory exemption applies in respect of one or both of the parties to the transaction. In such case and subject to any applicable statutory exemptions, typically half of the Swiss securities turnover tax is charged to one party to the transaction and the other half to the other party. Under one of the statutory exemptions, the purchase or sale of a Note will be exempt from the Swiss securities turnover tax to the extent the purchaser or seller is resident outside of Switzerland (or the Principality of Liechtenstein).

### ***Swiss Income Taxation***

#### ***Notes held by non-Swiss holders***

Any payment of interest (including relating to an original issue discount or a redemption premium, if any) on, or repayment of principal of, a Note by the Issuer, or any payment by the Guarantor under the related Guarantee in respect thereof, made to, or gain realized on the sale or redemption of a Note by, a Holder of a Note who (i) is a non-resident of Switzerland and (ii) during the taxation year in which such payment is made or gain is realized, has not engaged in trade or business through a permanent establishment within Switzerland to which the Note is attributable will in respect of the Note not be subject to any Swiss federal, cantonal or communal income tax.

For a discussion of Swiss withholding tax, see above under “—*Swiss Withholding Tax*”; for a discussion of the automatic exchange of information in tax matters, see below under “—*International Automatic Exchange of Information in Tax Matters*”; and for a discussion of the Swiss facilitation of the implementation of FATCA, see below under “—*Swiss Facilitation of the Implementation of FATCA*”.

### *Notes held by Swiss resident holders as private assets*

A holder of a Note who (i) is an individual resident in Switzerland and who holds such Note as a private asset, and (ii) receives a payment of interest (including relating to an original issue discount or a redemption premium, if any) on such Note, or a payment under the related Guarantee in respect thereof, is required to include such payment (converted into Swiss francs at the exchange rate prevailing at the time of such payment) in their personal income tax return for the relevant tax period in which such payment is made, and will be taxed on any net taxable income (including such payment) for the relevant tax period. A gain realized by such holder on the sale of such Note (which gain may include interest accrued on such Note or gain in respect of foreign exchange rate appreciation or interest rate level depreciation) is a tax-free private capital gain, and a loss realized by such holder on the sale of such Note is a non-tax-deductible private capital loss.

See “—*Notes held as Swiss assets of a business in Switzerland*” below for a summary on the tax treatment of individuals classified as “professional securities dealers”.

### *Notes held as assets of a business in Switzerland*

A holder of a Note who is (i) a Swiss-resident individual taxpayer that holds such Note as part of Swiss business assets, or (ii) a Swiss-resident corporate taxpayer or corporate or individual taxpayer resident outside of Switzerland that holds such Note as part of a trade or business carried on through a permanent establishment within Switzerland, is required to recognize (A) any payment of interest (including relating to a discount or premium, if any) on such Note, or any payment under the related Guarantee in respect thereof, made to such holder, and (B) any capital gain or loss realized (including any gain relating to a discount or premium, interest accrued or gain or loss relating to a foreign currency exchange rate change or change in the level of interest rates) by such holder on the sale or redemption of such Note in the income statement for the respective tax period in which the relevant payment or sale is made, and such holder will be taxed on any net taxable earnings for such period (which tax will, if such holder is a corporate or individual taxpayer resident outside of Switzerland as described in clause (ii) above, be limited to the extent such net earnings are attributable to Switzerland).

Swiss-resident individuals who hold a Note and who, for income tax purposes, are classified as “professional securities dealers” for reasons of, among other things, frequent dealings and leveraged transactions in securities will be treated as though they hold the Note as part of Swiss business assets and be taxed as described in the paragraph immediately above.

### ***International Automatic Exchange of Information in Tax Matters***

Switzerland has concluded a multilateral agreement with the EU on the international automatic exchange of information (“*AEOI*”) in tax matters, which applies to all EU Member States. In addition, Switzerland signed the multilateral competent authority agreement on the automatic exchange of financial account information (the “*MCAA*”), and a number of bilateral AEOI agreements with other countries, most of them on the basis of the MCAA. Based on these agreements and the implementing laws of Switzerland, Switzerland collects and exchanges data in respect of financial assets held in, and income derived thereon and credited to, accounts and deposits (including Notes held in any such account or deposit) with a paying agent in Switzerland for the benefit of individuals resident in an EU Member State or another treaty state. An up-to-date list of the AEOI agreements to which Switzerland is a party that are in effect, or have been entered into but are not yet in effect, can be found on the website of the State Secretariat for International Financial Matters SIF.

### ***Swiss Facilitation of the Implementation of FATCA***

The United States and Switzerland entered into an intergovernmental agreement (the “*U.S.-Switzerland IGA*”) to facilitate the implementation of FATCA. Under the U.S.-Switzerland IGA, financial institutions acting out of Switzerland generally are directed to become participating foreign financial institutions. The U.S.-Switzerland IGA ensures that accounts held by U.S. persons with Swiss financial institutions (including any such account in which a Note is held) are disclosed to the U.S. tax authorities either with the consent of the account holder or by means of group requests within the scope of administrative assistance on the basis of the Convention between the United States of America and the Swiss Confederation for the Avoidance of Double Taxation (the “*Double Taxation Treaty*”). Since it was amended in 2019, the Double Taxation Treaty includes a mechanism for the exchange of information in tax matters upon request between Switzerland and the

United States, which is in line with international standards, and allows the United States to make group requests under FATCA concerning non-consenting U.S. accounts and non-consenting non-participating foreign financial institutions for periods from June 30, 2014. Furthermore, on October 8, 2014, the Swiss Federal Council approved a mandate for negotiations with the United States regarding a change from the current direct notification-based regime to a regime where the relevant information is sent to the Swiss Federal Tax Administration, which in turn provides the information to the U.S. tax authorities. It is not yet known when negotiations will continue and, if they do, if and when any new regime would come into force. For further information on FATCA, see above under “—*Tax Consequences to Non-U.S. Holders—FATCA Withholding*”.

## PLAN OF DISTRIBUTION

Pursuant to a Purchase Agreement dated March 5, 2024 (the “*Purchase Agreement*”), the Initial Purchasers have severally agreed with the Issuer and the Guarantor, subject to the satisfaction of certain conditions, to purchase \$600,000,000 principal amount of the 2029 Notes, \$450,000,000 principal amount of the 2031 Notes, \$800,000,000 principal amount of the 2034 Notes, and \$650,000,000 principal amount of the 2054 Notes. The respective principal amount of Notes to be purchased by each of the Initial Purchasers from the Issuer and the Guarantor is set forth opposite their respective names below. If an Initial Purchaser defaults, the Purchase Agreement provides that the purchase commitments of the non-defaulting Initial Purchasers may be increased or the Purchase Agreement may be terminated, in each case in certain circumstances.

<u>Initial Purchaser</u>	<u>Principal Amount of 2029 Notes</u>	<u>Principal Amount of 2031 Notes</u>	<u>Principal Amount of 2034 Notes</u>	<u>Principal Amount of 2054 Notes</u>
Barclays Capital Inc. ....	\$ 84,000,000	\$ 63,000,000	\$ 112,000,000	\$ 91,000,000
BofA Securities, Inc. ....	\$ 84,000,000	\$ 63,000,000	\$ 112,000,000	\$ 91,000,000
Deutsche Bank Securities Inc. ....	\$ 84,000,000	\$ 63,000,000	\$ 112,000,000	\$ 91,000,000
HSBC Securities (USA) Inc. ....	\$ 84,000,000	\$ 63,000,000	\$ 112,000,000	\$ 91,000,000
J.P. Morgan Securities LLC ....	\$ 84,000,000	\$ 63,000,000	\$ 112,000,000	\$ 91,000,000
Goldman Sachs & Co. LLC ....	\$ 36,000,000	\$ 27,000,000	\$ 48,000,000	\$ 39,000,000
Morgan Stanley & Co. LLC ....	\$ 36,000,000	\$ 27,000,000	\$ 48,000,000	\$ 39,000,000
RBC Capital Markets, LLC ....	\$ 36,000,000	\$ 27,000,000	\$ 48,000,000	\$ 39,000,000
Santander US Capital Markets LLC ....	\$ 36,000,000	\$ 27,000,000	\$ 48,000,000	\$ 39,000,000
TD Securities (USA) LLC ....	\$ 36,000,000	\$ 27,000,000	\$ 48,000,000	\$ 39,000,000
Total .....	\$600,000,000	\$450,000,000	\$800,000,000	\$650,000,000

The obligations of the Initial Purchasers under the Purchase Agreement, including their agreement to purchase Notes from us, are several and not joint. The Initial Purchasers may offer and sell Notes through certain of their affiliates.

The Purchase Agreement entitles the Initial Purchasers to terminate the purchase of the Notes in certain circumstances prior to payment to the Issuer. The Issuer has agreed to indemnify the Initial Purchasers against certain liabilities in connection with the offer and sale of the Notes and may be required to contribute to payments that the Initial Purchasers may be required to make in respect thereof.

The Initial Purchasers initially propose to offer the Notes at the issue prices set forth on the cover page hereof. After the initial offering of the Notes, the Initial Purchasers may change the price to investors.

The Issuer and the Guarantor have agreed with the Initial Purchasers that none of them and no person acting on their behalf will, without the prior written consent of Barclays Capital Inc., BofA Securities, Inc., Deutsche Bank Securities Inc., HSBC Securities (USA) Inc. and J.P. Morgan Securities LLC (the “*Representatives*”), for the period from and including the date of the Purchase Agreement through and including the settlement date, offer, sell, contract to sell or otherwise dispose of any debt securities (other than short-term debt securities or pursuant to any existing debt issuance program of the Issuer, the Guarantor or any of the Guarantor’s other subsidiaries) of or guaranteed by the Issuer or the Guarantor.

The Notes are new issues of securities with no established trading market. The Initial Purchasers are not obligated to make a market in the Notes and, accordingly, no assurance can be given as to the liquidity of, or trading market for, the Notes. In addition, the ability of the Initial Purchasers to make a market in the Notes may be impacted by changes in any regulatory requirements applicable to the marketing, holding and trading of, and issuing quotations with respect to, the Notes. In connection with the offering, the Initial Purchasers may purchase and sell Notes in the open market. These transactions may include over-allotment, syndicate covering transactions and stabilizing transactions. Over-allotment involves syndicate sales of notes in excess of the principal amount of the Notes to be purchased by the Representatives in the offering, which creates a syndicate short position. Syndicate covering transactions involve purchases of the Notes in the open market after the distribution has been completed in order to cover syndicate short positions. Stabilizing transactions consist of certain bids or purchases of Notes made for the purpose of pegging, fixing or maintaining the price of the Notes.



The Initial Purchasers may impose a penalty bid. Penalty bids permit the Initial Purchasers to reclaim selling concessions from a syndicate member when they, in covering syndicate positions or making stabilizing purchases, repurchase Notes originally sold by that syndicate member.

Any of these activities may cause the price of the Notes to be higher than the price that otherwise would exist in the open market in the absence of such transactions. These transactions may be effected in the over-the-counter market or otherwise and, if commenced, may be discontinued at any time at the sole discretion of the Initial Purchasers, as applicable.

No action has been or will be taken in any jurisdiction that would permit a public offering of the Notes or the possession, circulation or distribution of any material relating to the Issuer or Guarantor in any jurisdiction where action for such purpose is required. Accordingly, the Notes may not be offered or sold, directly or indirectly, nor may any offering material or advertisement in connection with the Notes be distributed or published in or from any country or jurisdiction except under circumstances that will result in compliance with any applicable rules and regulations of any such country or jurisdiction.

Certain of the Initial Purchasers and their affiliates have performed certain investment and commercial banking or financial advisory services for us and our affiliates from time to time, for which they have received customary fees and commissions, and they expect to provide these services to us and our affiliates in the future, for which they expect to receive customary fees and commissions. In addition, in the ordinary course of their business activities, the Initial Purchasers 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 ours or our affiliates. Certain of the Initial Purchasers or their affiliates may have a lending relationship with us and may hedge their credit exposure to us, consistent with their customary risk management policies. Typically, these Initial Purchasers and their affiliates would hedge such exposure by entering into transactions that consist of either the purchase of credit default swaps or the creation of short positions in our securities, including potentially the Notes offered hereby. Any such credit swaps or short positions could adversely affect future trading prices of the Notes offered hereby. The Initial Purchasers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

To the extent any Initial Purchaser that is not a U.S.-registered broker-dealer intends to effect any offers or sales of any Notes in the United States, it will do so through one or more U.S.-registered broker-dealers in accordance with the applicable U.S. securities laws and regulations.

We expect that delivery of the Notes will be made against payment therefor on or about March 12, 2024, which will be the fifth Business Day following the date of pricing of the Notes, or “T+5”. Trades in many secondary markets generally settle in two Business Days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade Notes prior to two Business Days before delivery will be required, by virtue of the fact that the Notes initially settle in T+5, to specify an alternate settlement arrangement at the time of any such trade to prevent a failed settlement. Purchasers of the Notes who wish to trade the Notes prior to two Business Days before delivery hereunder should consult their advisers.

## **United States**

The Notes and the Guarantees have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Accordingly, the Notes and the Guarantees are being offered and sold in the United States only to QIBs in reliance on Rule 144A and in transactions outside the United States to non-U.S. persons in reliance on Regulation S.

In connection with sales outside of the United States, each Initial Purchaser has represented and agreed that, except as permitted by the Purchase Agreement, it will not offer, sell or deliver the Notes to, or for the account or benefit of, U.S. persons, (i) as part of their distribution at any time or (ii) otherwise until and including the 40th day after the later of the commencement of the offer and the closing date for the sale of any Notes pursuant to the Purchase Agreement, except in accordance with Rule 903 of Regulation S. Each Initial Purchaser has also agreed that it, each of its affiliates and each person acting on its or their behalf have complied and will comply



with the offering restriction requirements of Regulation S and that, at or prior to confirmation of a sale of Notes (other than a sale pursuant to Rule 144A, if permitted), it will have sent to each distributor, dealer or other person receiving a selling concession, fee or other remuneration to which it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to or for the account or benefit of U.S. persons. Each Initial Purchaser has also represented and agreed that no directed selling efforts (as defined in Regulation S) have been made or will be made in the United States by the Initial Purchasers, any of their affiliates or any person acting on behalf of any of the Initial Purchasers or their affiliates in respect to the Notes and that neither it nor any of its affiliates or anyone acting on its or their behalf has solicited offers for, offered or sold the Notes by any form of general solicitation or general advertising (as those terms are used in Regulation D under the Securities Act) in the United States in connection with the offering of the Notes or otherwise in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act.

Terms used in the preceding two paragraphs have the meanings ascribed to them by Rule 144A and Regulation S, as applicable.

In addition, until 40 days after the commencement of the offering of the Notes, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering of the Notes) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A.

#### **Prohibition of Sales to Retail Investors in the EEA**

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 MiFID II; (ii) a customer within the meaning of 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; or (iii) not a qualified investor as defined in the Prospectus Regulation.

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

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the UK. For 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 UK domestic law by virtue of the EUWA; (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 UK domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the EUWA.

#### **Other UK Regulatory Restrictions**

Each of the Initial Purchasers has severally represented and agreed that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; 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 the Notes in, from or otherwise involving the UK.

#### **Switzerland**

The Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act of June 15, 2018, as amended (the “*FinSA*”), and no application has been or will be made to admit the Notes to trading on any venue (exchange or multilateral trading facility) in Switzerland. Neither this Offering Memorandum nor any other offering or marketing material relating to the Notes

(i) constitutes a prospectus pursuant to FinSA or (ii) has been filed with or approved by a Swiss review body pursuant to Article 52 of the FinSA, and neither this Offering Memorandum nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

## **Hong Kong**

Each of the Initial Purchasers has severally represented and agreed that:

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

## **Japan**

Each of the Initial Purchasers has severally represented and agreed that the Notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) and that it will not offer or sell, directly or indirectly, any of the Notes in Japan or to, or for the account or benefit of, any resident of Japan or to, or for the account or benefit of, any resident for reoffering or resale, directly or indirectly, in Japan or to, or for the account or benefit of, any resident of Japan except (i) pursuant to an exemption from the registration requirements of, or otherwise in compliance with, the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended); and (ii) in compliance with the other relevant laws and regulations of Japan.

## **Singapore**

Each Initial Purchaser has acknowledged that this Offering Memorandum has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Initial Purchaser has represented, warranted and agreed 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 Offering Memorandum 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.

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

## **Dubai International Financial Centre**

This Offering Memorandum relates to an Exempt Offer in accordance with the Offered Securities Rules of the Dubai Financial Services Authority (the “DFSA”). This Offering Memorandum is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or

relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has neither approved this Offering Memorandum nor taken steps to verify the information set forth herein and has no responsibility for this Offering Memorandum. The notes to which this Offering Memorandum relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the Notes offered should conduct their own due diligence on the Notes. If you do not understand the contents of this Offering Memorandum, you should consult an authorized financial adviser.

## **Canada**

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

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

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

## **Other**

Each Initial Purchaser has represented and agreed that it will, to the best of its knowledge, comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers the Notes or has in its possession or distributes this Offering Memorandum or any amendment or supplement thereto, insofar as such laws, regulations and directives relate to the purchase, offer, sale or delivery of the Notes or the possession or distribution of this Offering Memorandum or any amendment or supplement thereto, and neither the Issuer nor the Guarantor shall have any responsibility therefor.

## NOTICE TO INVESTORS

The following restrictions will apply to the Notes. Potential investors are advised to consult their legal counsel prior to making any offer, sale, resale, pledge or transfer of the Notes offered hereby.

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. The Notes are being offered and sold in the United States only to qualified institutional investors, in reliance on the exemption from the registration requirements of the Securities Act provided by Rule 144A, and outside the United States to purchasers who are not, or are not purchasing for the account or benefit of, U.S. persons, in reliance on Regulation S (terms used in this paragraph that are defined in Rule 144A or Regulation S are used herein as defined therein).

In addition, until 40 days after the later of the commencement of the offering and the date of the issue of the Notes, an offer or sale of the Notes within the United States by a dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than pursuant to another exemption from registration under the Securities Act.

By its purchase of Notes, each purchaser of Notes (other than the Initial Purchasers) will be deemed to:

1. Represent that it is not an “affiliate”, as defined in Rule 144 under the Securities Act, of the Issuer or the Guarantor (or acting on behalf of such an affiliate) and that it (i) is not, or not purchasing for the account or benefit of, a U.S. person and is purchasing the Notes in an offshore transaction pursuant to Regulation S or (ii) is purchasing the Notes for its own account or an account with respect to which it exercises sole investment discretion, is a QIB, and is aware that the sale to it is being made in reliance on Rule 144A (and is acquiring such Notes for its own account or for that of another QIB).
2. Acknowledge and understand that the Notes have not been registered under the Securities Act or any other applicable securities laws and that the Notes are being offered for resale in a transaction not requiring registration under the Securities Act or any other securities laws, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth below.
3. Understand and agree that if in the future it decides to offer, resell, pledge or otherwise transfer any of the Notes or any beneficial interest in the Notes, it will only do so (i) to us or any of our subsidiaries, (ii) for so long as the Notes are eligible pursuant to Rule 144A in the United States to a person whom the seller reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A, (iii) outside the United States in compliance with Rule 904 under the Securities Act, (iv) pursuant to another available exemption from registration under the Securities Act, including Rule 144 under the Securities Act, (v) pursuant to an effective registration statement under the Securities Act, and in each of these cases (i) through (v) in accordance with any applicable securities laws of any state of the United States or any other relevant jurisdictions. Subject to the procedures set forth under “*Description of Notes and Guarantees—Book-Entry System; Delivery and Form*”, prior to any proposed transfer of any Note the Holder thereof must check the appropriate box set forth on its Note relating to the manner of such transfer and submit the Note to the Paying Agent.
4. Agree that it will deliver to each person to whom it transfers Notes notice of any restrictions on transfer of such Notes.
5. Understand that the Notes offered under Regulation S will initially be represented by one or more Regulation S Temporary Global Notes, which will initially be restricted for a period ending 40 days after the later of the commencement of the offering and the date of the issue of the Notes, during which period no offers or sales to a U.S. person or for the account or benefit of a U.S. person shall be made. Before any interest in the Global Notes may be offered, sold, pledged or otherwise transferred to a purchaser outside the United States in compliance with Rule 904 under the Securities Act, the transferor will be required to provide the Fiscal and Paying Agent with a written certificate (the form of which certification can be obtained from the Fiscal and Paying Agent) as to compliance with the transfer restriction referred to above.

6. If it is a QIB, understands that the Notes offered under Rule 144A will be represented by one or more Rule 144A Global Notes. Before any interest in the Rule 144A Global Notes may be offered, sold, pledged or otherwise transferred to a purchaser outside the United States in compliance with Rule 904 under the Securities Act, the transferor will be required to provide the Fiscal and Paying Agent with a written certificate (the form of which certification can be obtained from the Fiscal and Paying Agent) as to compliance with the transfer restriction referred to above.
7. Understand that the Notes will bear the relevant legend substantially to the following effect unless otherwise agreed by the Issuer and the Holder thereof:

Legend Regulation S Global Note:

“THE SECURITY (OR ITS PREDECESSOR) EVIDENCED HEREBY HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), AND MAY NOT BE OFFERED, SOLD OR DELIVERED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON, UNLESS THE SECURITY EVIDENCED HEREBY IS REGISTERED UNDER THE SECURITIES ACT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS THEREOF IS AVAILABLE. THIS LEGEND SHALL BE REMOVED AFTER THE EXPIRATION OF FORTY DAYS FROM THE LATER OF (i) THE DATE ON WHICH THE SECURITY EVIDENCED HEREBY WAS FIRST OFFERED AND (ii) THE DATE OF ISSUANCE OF THE SECURITY EVIDENCED HEREBY.”

Legend Rule 144A Global Note:

“THE SECURITY (OR ITS PREDECESSOR) EVIDENCED HEREBY WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 5 OF THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), AND THE SECURITY EVIDENCED HEREBY MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THE SECURITY EVIDENCED HEREBY IS HEREBY NOTIFIED THAT THE SELLER MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER. THE HOLDER OF THE SECURITY EVIDENCED HEREBY AGREES FOR THE BENEFIT OF THE ISSUER THAT FOR ONE YEAR AFTER THE LATER OF THE ISSUE DATE OF THE SECURITY EVIDENCED HEREBY (OR THE ISSUE DATE OF ANY ADDITIONAL NOTES OR SUCH OTHER PERIOD AS SHALL CONSTITUTE THE REQUIRED HOLDING PERIOD PURSUANT TO RULE 144 UNDER THE SECURITIES ACT) AND THE LAST DATE, IF ANY, THAT THE SECURITY EVIDENCED HEREBY (OR ANY ADDITIONAL NOTE) WAS OWNED BY THE ISSUER, THE GUARANTOR OR ANY AFFILIATE OF THE ISSUER OR THE GUARANTOR (A) SUCH SECURITY MAY BE RESOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (1)(a) INSIDE THE UNITED STATES TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A UNDER THE SECURITIES ACT, (b) OUTSIDE THE UNITED STATES TO A NON-U.S. PERSON IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (c) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF APPLICABLE) OR (d) IN ACCORDANCE WITH ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT (AND BASED UPON AN OPINION OF COUNSEL ACCEPTABLE TO THE ISSUER IF THE ISSUER SO REQUESTS), (2) TO THE ISSUER, THE GUARANTOR OR A SUBSIDIARY THEREOF OR (3) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT AND, IN EACH CASE, IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER APPLICABLE JURISDICTION AND (B) SUCH HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THE SECURITY



EVIDENCED HEREBY OF THE RESALE RESTRICTIONS SET FORTH IN CLAUSE (A) ABOVE. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT FOR RESALE OF THE SECURITY EVIDENCED HEREBY.”

8. Represent and agree that (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity within the meaning of Section 21 of the FSMA received by it in connection with the issue or sale of any securities in circumstances in which Section 21(1) of the FSMA does not apply to us; and (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any securities in, from or otherwise involving the UK.
9. Represent and agree that (i) it is able to fend for itself in the transactions contemplated by this Offering Memorandum; (ii) no other representation with respect to the offer or sale of the Notes has been made, other than the information contained or incorporated by reference in this Offering Memorandum; (iii) the investment decision is solely based on the information contained or incorporated by reference in the Offering Memorandum; (iv) the Initial Purchasers make no representation or warranty as to the accuracy or completeness of this Offering Memorandum; and (v) it has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its prospective investment and can afford the complete loss of such investment.
10. Represent and agree that it has received a copy of this Offering Memorandum and acknowledge that it has had access to such financial and other information and has been afforded the opportunity to ask us questions and receive answers thereto, as it deemed necessary in connection with its decision to purchase the Notes.
11. Acknowledge that we, the Initial Purchasers and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations, warranties and agreements and agrees that, if any of the acknowledgments, representations, warranties and agreements deemed to have been made by its purchase of the Notes is no longer accurate, it shall promptly notify us and the Initial Purchasers. If it is acquiring any Notes as a fiduciary or agent of one or more investor accounts, it represents that it has sole investment discretion with respect to each such investor account and that it has full power to make the foregoing acknowledgments, representations and agreements on behalf of each such investor account.
12. Represent and agree that (i) either (a) no portion of the assets used by such purchaser or transferee to acquire or hold the Notes constitutes assets of any employee benefit plan that is subject to Title I of the United States Employee Retirement Income Security Act of 1974, as amended (“ERISA”), a plan, individual retirement account or other arrangement that is subject to Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”) or provisions under any federal, state, local, non-U.S. or other laws, rules or regulations that are similar to such provisions or ERISA or the Code (collectively, “Similar Laws”), or any entity whose underlying assets are considered to include “plan assets” of any such employee benefit plan, plan, account or arrangement (each of the foregoing, a “Plan”) or (b) the purchase, holding and subsequent disposition of the Notes will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a violation under any applicable Similar Laws; and (ii) if any portion of the assets used by such purchaser or transferee to acquire or hold the Notes constitute assets of any Plan subject to Title I of ERISA or Section 4975 of the Code, the decision to acquire and hold the Notes has been made by a duly authorized fiduciary who is capable of evaluating investment risks independently, both in general and with regard to the prospective investment in the Notes, and none of the Issuer, the Guarantor, the Initial Purchasers or any of their respective affiliates is undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity to the Plan, in connection with the Plan’s acquisition and holding of the Notes.
13. Acknowledge that 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 MiFID II; (ii) a customer within the meaning of 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; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently, no key information document required by the EEA PRIIPs Regulation for the offering or selling of the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore the offering or selling of the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EEA PRIIPs Regulation.

14. Acknowledge that the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the UK. For 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; (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; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by the UK PRIIPs Regulation for the offering or selling of the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore the offering or selling of the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

For further discussion of the requirements (including the presentation of transfer certificates) under the Fiscal Agency Agreement to effect exchanges or transfer of interests in the Global Notes, see “*Description of Notes and Guarantees—Book-Entry System; Delivery and Form*”.

## **LEGAL MATTERS**

The validity of the Notes offered by this Offering Memorandum and certain U.S. legal matters will be passed upon for us by Cravath, Swaine & Moore LLP, our U.S. counsel. Certain Swiss legal matters will be passed upon for us by Homburger AG, our Swiss counsel. Certain U.S. legal matters in connection with the Notes will be passed upon for the Initial Purchasers by Davis Polk & Wardwell LLP, U.S. counsel for the Initial Purchasers.

## INDEPENDENT AUDITORS

The financial statements of the Issuer as of December 31, 2023, December 31, 2022, and December 31, 2021, and for the years then ended, incorporated by reference in this Offering Memorandum, have been audited by Ernst & Young LLP, independent auditors, as stated in their reports incorporated by reference herein.

The consolidated financial statements of the Guarantor and its subsidiaries as of December 31, 2023, December 31, 2022, and December 31, 2021, and for the years then ended, incorporated by reference in this Offering Memorandum, have been audited by Ernst & Young Ltd, statutory auditors, as stated in their reports incorporated by reference herein.

Ernst & Young LLP are currently the independent auditors of the Issuer. Ernst & Young LLP are members of the American Institute of Certified Public Accountants.

Ernst & Young Ltd are currently the statutory auditors of the Guarantor. Ernst & Young Ltd are supervised by and registered with the Swiss Federal Audit Oversight Authority (the “FAOA”) (*Autorité fédérale de surveillance en matière de revision, ASR*). The Guarantor’s auditors’ FAOA register number is 500646.

**THE ISSUER**

**Nestlé Capital Corporation**

1812 North Moore Street  
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United States

**THE GUARANTOR**

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United States

**HSBC Securities (USA) Inc.**  
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**TRANSFER AGENT AND REGISTRAR**

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*as to U.S. law*

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United States

*To the Guarantor*

**Ernst & Young Ltd**

Avenue de la Gare 39a  
1002 Lausanne  
Switzerland

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\$2,500,000,000



## Nestlé Capital Corporation

**\$600,000,000 4.650% Notes due 2029**  
**\$450,000,000 4.750% Notes due 2031**  
**\$800,000,000 4.875% Notes due 2034**  
**\$650,000,000 5.100% Notes due 2054**

guaranteed by

**Nestlé S.A.**

*Joint Book-Running Managers*

<b>Barclays</b>	<b>BofA Securities</b>	<b>Deutsche Bank Securities</b>	<b>HSBC</b>	<b>J.P. Morgan</b>
<b>Goldman Sachs &amp; Co. LLC</b>	<b>Morgan Stanley</b>	<b>RBC Capital Markets</b>	<b>Santander</b>	<b>TD Securities</b>

