OFFERING MEMORANDUM DATED 21 OCTOBER 2024

Royal FrieslandCampina N.V.

(incorporated with limited liability in The Netherlands with its statutory seat in Amersfoort)

€300,000,000 Reset Perpetual Capital Securities

Issue Price: 99.908 per cent.

The €300,000,000 Reset Perpetual Capital Securities (the "**Securities**") will be issued by Royal FrieslandCampina N.V. (the "**Issuer**" or the "**Company**") on 23 October 2024 (the "**Issue Date**"). The Securities will bear interest on their principal amount from (and including) the Issue Date to (but excluding) 23 January 2030 (the "**First Reset Date**") at a rate of 4.850 per cent. per annum, payable annually in arrear on 23 January in each year, except that the first payment of interest, to be made on 23 January 2025, will be in respect of the period from (and including) the Issue Date to (but excluding) 23 January 2025 and will amount to €12.22 per €1,000 in principal amount of the Securities. Thereafter, unless previously redeemed, the Securities will bear interest from (and including) the First Reset Date to (but excluding) 23 January 2050 at a rate per annum which shall be 2.850 per cent. above the Reset Reference Rate (as defined in the Terms and Conditions of the Securities (the "**Conditions**")) for the relevant Reset Period (as defined in the Conditions), payable annually in arrear on 23 January in each year. From (and including) 23 January 2050, the Securities will bear interest at a rate per annum which shall be 3.600 per cent. above the Reset Reference Rate for the relevant Reset Period payable annually in arrear on 23 January in each year, all as more particularly described in Condition 4 (*Interest Payments*).

The Issuer may, at its discretion, elect to defer all or part of any payment of interest on the Securities (subject to limited exceptions), see Condition 5 (*Deferral of Interest*). Any amounts so deferred, together with further interest accrued thereon (at the interest rate per annum prevailing from time to time), shall constitute Arrears of Interest (as defined in the Conditions). The Issuer may pay outstanding Arrears of Interest, in whole or in part, at any time in accordance with the Conditions. Notwithstanding this, the Issuer shall pay any outstanding Arrears of Interest, in whole but not in part, on the first Mandatory Settlement Date, all as more particularly described in Condition 5 (*Deferral of Interest*).

The Securities will be perpetual securities in respect of which there is no fixed redemption date and shall be redeemable (at the option of the Issuer) in whole but not in part at any time from (and including) 23 October 2029 to (and including) the First Reset Date, and thereafter, on each applicable Interest Payment Date (as defined in the Conditions), at the principal amount of the Securities, together with any accrued and unpaid interest thereon up to (but excluding) such date and any outstanding Arrears of Interest and Additional Amounts (see Condition 6 (*Redemption and Purchase – Optional redemption by the Issuer*)). Following the exercise by the Issuer, at any time other than during the period from (and including) 23 October 2029 to (and including) the First Reset Date or upon any subsequent Interest Payment Date, of the Make-whole Redemption, the Securities may be redeemed, in whole but not in part, at their Make-whole Redemption Amount (as defined in the Conditions). In addition, upon the occurrence of a Withholding Tax Event, a Tax Deduction Event, a Rating Event, an Accounting Event (each such term as defined in the Conditions), the Securities shall be redeemable (at the option of the Issuer) in whole but not in part at the prices set out, and as more particularly described in Condition 6 (*Redemption and Purchase*). Alternatively, upon the occurrence of any such event, the Issuer may, subject to and in accordance with the Conditions, substitute all, but not some only, of the Securities or vary their terms. The Securities will become due and payable in the event of a winding-up of the Issuer, see Condition 3 (*Winding-up*).

The Securities will be unsecured securities of the Issuer and will constitute subordinated obligations of the Issuer, all as more particularly described in Condition 2 (*Status and Subordination*) and Condition 3 (*Winding-up*).

Payments in respect of the Securities shall be made free and clear of, and without withholding or deduction for, or on account of, taxes of the Netherlands, unless such withholding or deduction is required by law. In the event that any such withholding or deduction is made, Additional Amounts (as defined in the Conditions) may be payable by the Issuer, subject to certain exceptions as are more fully described in Condition 11 (*Taxation*).

This Offering Memorandum does not comprise a prospectus for the purposes of Article 8 of Regulation (EU) 2017/1129 (the **Prospectus Regulation**). Application has been made to The Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") for the approval of this Offering Memorandum as Listing Particulars. Application has also been made to Euronext Dublin for the Securities to be admitted to the official list (the "**Official List**") and to trading on the Global Exchange Market of Euronext Dublin ("**GEM**"). References in this Offering Memorandum to the Securities being "listed" (and all related references) shall mean that the Securities have been admitted to the Official List and have been admitted to trading on GEM. GEM is the exchange regulated market of Euronext Dublin and is not a regulated market for the purposes of Directive 2014/65/EU.

The Securities will initially be represented by a temporary global security (the "**Temporary Global Security**"), without interest coupons attached, which will be deposited with a common depositary on behalf of the Clearstream Banking, S.A. ("**Clearstream, Luxembourg**") and Euroclear Bank SA/NV ("**Euroclear**") on or about 23 October 2024. The Temporary Global Security will be exchangeable for interests in a permanent global security (the "**Permanent Global Security**"), without interest coupons attached, on or after a date which is expected to be 2 December 2024, upon certification as to non-U.S. beneficial ownership. The Permanent Global Security will be exchangeable for definitive Securities in bearer form in the denominations of €100,000 and integral multiples of €1,000 in excess thereof in the limited circumstances set out in it. No definitive Securities will be issued with a denomination above €199,000, see "*Summary of Provisions relating to the Securities while in Global Form*".

The Securities are expected to be rated BB+ by S&P Global Ratings Europe Limited ("**S&P**") and BBB- by Fitch Ratings Ireland Ltd ("**Fitch**"). Each of S&P and Fitch is established in the European Union and is registered under the Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**"). A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Prospective investors should have regard to the factors described under the section headed "Risk Factors" in this Offering Memorandum.

Global Coordinators and Structuring Agents to the Issuer

BNP PARIBAS **Citigroup**

Joint Bookrunners

ABN AMRO **BNP PARIBAS** **Citigroup**

HSBC **ING**

The Issuer accepts responsibility for the information contained in this Offering Memorandum. To the best of the knowledge of the Issuer (which has taken all reasonable care to ensure that such is the case), the information contained in this Offering Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Offering Memorandum is to be read in conjunction with all the documents which are incorporated herein by reference (see "*Documents Incorporated by Reference*").

No person is authorised to give any information or to make any representation not contained in this Offering Memorandum and any information or representation not so contained must not be relied upon as having been authorised by or on behalf of the Issuer or the Joint Bookrunners. Neither the delivery of this Offering Memorandum nor any sale made in connection herewith shall not, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof or the date upon which this Offering Memorandum has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer since the date hereof or the date upon which this Offering Memorandum has been most recently amended or supplemented or that the information contained in it or any other information supplied in connection with the Securities is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

Neither the Joint Bookrunners nor any of their respective affiliates have authorised the whole or any part of this Offering Memorandum or have independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Joint Bookrunners or any of their respective affiliates as to the accuracy or completeness of the information contained or incorporated in this Offering Memorandum or any other information provided by the Issuer in connection with the offering of the Securities. No Joint Bookrunners or any of their respective affiliates accepts any liability in relation to the information contained or incorporated by reference in this Offering Memorandum or any other information provided by the Issuer in connection with the offering of the Securities or their distribution.

This Offering Memorandum does not constitute an offer of, or an invitation by or on behalf of the Issuer or the Joint Bookrunners (as defined in "*Subscription and Sale*" below) to subscribe or purchase, any of the Securities. The distribution of this Offering Memorandum and the offering of the Securities in certain jurisdictions may be restricted by law. Persons into whose possession this Offering Memorandum comes are required by the Issuer and the Joint Bookrunners to inform themselves about and to observe any such restrictions.

The Securities have not been and will not be registered under the Securities Act and are subject to U.S. tax law requirements. The Securities may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. For a description of further restrictions on offers and sales of Securities and distribution of this Offering Memorandum, see "*Subscription and Sale*" below.

MIFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Securities has led to the conclusion that: (i) the target market for the Securities is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Securities to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Securities (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking

its own target market assessment in respect of the Securities (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

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

UK PRIIPs Regulation / Prohibition of sales to UK retail investors - The Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law of the UK by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 ("**FSMA**") and any rules or regulations made under the FSMA to implement 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 of the UK by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law of the UK by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

The Securities may not be a suitable investment for all investors. Each potential investor in the Securities must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

(a) have sufficient knowledge and experience to make a meaningful evaluation of the Securities, the merits and risks of investing in the Securities and the information contained or incorporated by reference in this Offering Memorandum or any applicable supplement;

(b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Securities and the impact the Securities will have on its overall investment portfolio;

(c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Securities, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;

(d) understand thoroughly the terms of the Securities and be familiar with the behaviour of the relevant financial markets and of any financial variable which might have an impact on the return on the Securities; and

(e) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

The Securities are complex financial instruments and such instruments may be purchased by potential investors as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in the Securities unless it has the expertise (either alone or with a financial adviser) to evaluate how the Securities will perform under changing conditions, the resulting effects on the value of the Securities and the impact this investment will have on the potential investor's overall investment portfolio.

Prospective investors should also consult their own tax advisers as to the tax consequences of the purchase, ownership and disposition of the Securities.

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 (1) the Securities are legal investments for it, (2) the Securities can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any of the Securities. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Securities under any applicable risk-based capital or similar rules.

References to "**Euro**", "**EUR**" and "**€**" refer to the lawful currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Community as amended by the Treaty on European Union.

Words and expressions defined in Condition 19 of the Terms and Conditions of the Securities shall have the same meanings ascribed to them in Condition 19 when used in other parts of this Offering Memorandum.

In connection with the issue of the Securities, BNP PARIBAS (the "**Stabilisation Manager**") (or any person acting on behalf of any Stabilisation Manager) may over-allot Securities or effect transactions with a view to supporting the market price of the Securities at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the Securities 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 Securities and 60 days after the date of the allotment of the Securities. Any stabilisation action or over-allotment must be conducted by the Stabilisation Manager (or any person acting on behalf of the Stabilisation Manager) in accordance with all applicable laws and rules.

Table of Contents

Page

Risk Factors 7
Overview 26
Documents Incorporated by Reference 33
Terms and Conditions of the Securities 34
Summary of Provisions relating to the Securities while in Global Form 61
Business Description of the Issuer 63
Use of Proceeds 82
Taxation in the Netherlands 83
Subscription and Sale 87
General Information 91

Risk Factors

In purchasing the Securities, investors assume the risk that the Issuer may become insolvent or otherwise be unable to make all payments due in respect of the Securities. There is a wide range of factors which individually or together could result in the Issuer becoming unable to make all payments due in respect of the Securities. It is not possible to identify all such factors or to determine which factors are most likely to occur, as the Issuer may not be aware of all relevant factors and certain factors which it currently deems not to be material may become material as a result of the occurrence of events outside its control. The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Securities. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with the Securities are also described below.

The Issuer believes that the factors described below represent the risks inherent in investing in the Securities, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Securities may occur for other reasons which may not be considered significant risks by the Issuer based on information currently available to it or which it may not currently be able to anticipate. Accordingly, the Issuer does not represent that the statements below regarding the risks of investing in any Securities are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Offering Memorandum (including any documents incorporated by reference in, and forming part of, this Offering Memorandum) and reach their own views prior to making any investment decision.

Capitalised terms used herein have the meaning given to them in "*Terms and Conditions of the Securities*".

FACTORS THAT MAY AFFECT THE ISSUER'S ABILITY TO FULFIL ITS OBLIGATIONS UNDER OR IN CONNECTION WITH THE SECURITIES.

Risks related to the Issuer's financial situation

The operating results and financial position of the Issuer can be negatively influenced by an economic crisis.

Deteriorating and recovering, but volatile, economic conditions (including inflation and foreign exchange issues or slowdowns in emerging and developed markets and recessions) pose a threat to the purchasing power of consumers and the financial stability of retailers and business to business counterparts, impacting overall demand for dairy products and creating increased competition within the dairy industry.

Due to geopolitical and political developments, an inflationary environment (amongst others due to shortages of raw materials and adverse FX developments) can occur which can lead to a decline in consumer purchasing power and a potential shift towards cheaper products, such as private labels. A high dependency on China with an expected slowed down growth of its economy and lower birth rates presents uncertainties for the future. The continued challenge to secure desired amounts of US dollars in countries like Nigeria and Pakistan, coupled with the growing inflation in these countries, elevates the overall Issuer risk. This underscores the complex risk-reward dynamics in unstable regions.

An economic crisis has major adverse consequences worldwide, including for bank lending and

access to capital markets. This can potentially lead to a slowdown in the growth and decline of various economies in the countries in which the Issuer is active. A crisis may also have consequences for the Issuer's ability to raise additional credit, refinance existing loans and the ability to meet credit conditions. Therefore, an economic crisis in the short, medium and long term could have a negative effect on the Issuer's operating results, its capital position and the value of its assets.

The realisation of large projects such as entering into joint ventures, mergers and making investments entail risks that could negatively influence the Issuer's business operations, operating results and financial position.

To maintain and further expand its market position, it is important that the Issuer successfully completes large projects, such as acquisitions, entering into joint ventures and making large investments (e.g. production capacity expansion). Carrying out large-scale projects entails a variety of risks, including problems with adapting and integrating the business activities or problems due to differences in corporate culture and services. The Issuer only enters into this type of projects where it believes that its customers will benefit. However, certain customers may take a different view and could as a result look for alternative suppliers, which means that the intended benefits of certain projects could not be realised, or to a lesser extent. This could negatively influence the Issuer's business operations, operating results and financial position.

Price fluctuations and fluctuations in the supply and availability of, for example, raw materials, utilities and key ingredients can have a negative impact on the Issuer's operating results and financial position.

The Issuer is both a buyer and seller of dairy products, active in various markets. The Issuer is a seller of products such as cheese, butter, infant nutrition, milk powder and daily fresh and long-life dairy products that are traded on consumer markets in various countries. The Issuer is also active as a buyer of third-party products such as raw milk, dairy-related raw materials, milk powder, sugar, cocoa, vegetable oil, energy, cans, other ingredients and (raw materials for) packaging materials. Scarcity or price fluctuations of (non-dairy) raw materials, key ingredients, utilities, transportation and spare parts, threaten the Issuer's ability to stay competitive. This includes scarcity caused by external threats to critical suppliers such as natural disasters, fire, explosion, cyber-attacks and terrorism. Operational disruption due to a dependency on a small/concentrated supply base with limited backup (own sites, systems, utilities, suppliers, etc.), causing inefficiencies, lack of speed, shortage of key raw materials, quality and/or increased cost levels.

Persistently high labour cost inflation continues to impact sourcing prices. ESG considerations within sourcing pose a significant risk, necessitating the proactive integration of sustainability, ethical practices, and governance criteria to reach the company's ESG objectives. Sourcing is anticipated to see a heightened focus on sustainability in raw material procurement, emphasising ethical practices and reducing environmental impact. Additionally, digital technologies play a crucial role in enhancing supply chain visibility, ensuring product quality, and navigating regulatory complexities across diverse regions, while strategic partnerships with local suppliers could enhance resilience and adaptability in the global supply chain. The factors as described above in the supply of certain products can have a negative effect on the operating results and financial position of the Issuer.

The Issuer depends on its brands. Damage or weakening of (the strength of) its brands, brand rights and other intellectual property rights can negatively influence the operating results and financial position of the Issuer.

The Issuer's products are sold under various brands in the various countries in which it operates, including associated logos, design and slogans. The Issuer must constantly develop, maintain and

strengthen brands, which entails significant investments. In addition, other intellectual property rights, such as patents, are important for it to protect its products. The Issuer must maintain these intellectual property rights and take action against infringement by third parties. This can entail considerable costs. It may be difficult in the future to continue to make those investments and to always successfully take action against infringement of its intellectual property rights by third parties, in particular in jurisdictions where less far-reaching or even no protection is possible or enforceable. A violation of its intellectual property rights or any other infringement or weakening thereof, in particular a weakening of the strength of its brands, can affect the reputation of the Issuer's respective products and therefore can negatively influence the operating results and financial position of the Issuer.

Deviations in product and/or service level or poor quality of products can negatively influence the operational management, the operating results, the financial position and reputation of the Issuer.

The income of the Issuer is largely dependent on the daily production and services offered, and the constant delivery of end products that meet the quality requirements and expectations of the customer and the consumer. For example, part of the Issuer's products, such as daily fresh dairy products, must be kept refrigerated in order to preserve taste and nutritional value and to prevent degradation and spoilage. The business activities of the Issuer carry a variety of risks that can lead to deviations in the product and/or service level. Examples of this are interruptions in production, products and deliveries that do not meet the correct specifications, defects in the installation or insufficient functioning of the production equipment. The Issuer is partly dependent on third parties, among other things as a result of outsourcing a number of services, such as production and transport. Interruptions in production or defects in service can have a negative effect on the volume of production, the reputation of the products and sales. This can negatively influence the operating results and the financial position of the Issuer.

Risk of poor quality or contamination of products can furthermore result in health hazards, reputational damage, financial liabilities, disruption of the supply chain and product recalls. Despite all quality measures taken, this is a critical inherent risk for the Issuer, as a severe food safety incident could have an impact on the health of our consumers as well as reputational damage for the Issuer itself. Advancements in product quality and food safety have been notable with stricter regulatory measures. Besides the tendency of zero tolerance amongst authorities that was already noticeable in previous years the grace period for enforcing new regulations from governments is also getting shorter. Food safety regulations and interpretations are still increasingly diverging across authorities in different countries in which the Issuer operates. This brings an additional challenge in adapting to these new rules. Implementing changes like sustainable packaging, feed for cows to reduce methane emissions and developing new biotechnologies, can increase the risk of contamination from packaging and potentially impact the quality of milk, thereby contributing to associated food safety risks. In addition, the transparency provided by social media has elevated consumer expectations concerning food quality. This can negatively influence the operating results, the financial position and the reputation of the Issuer.

Interest rate fluctuations can adversely affect the operating results and financial position of the Issuer.

The Issuer runs the risk of interest rate fluctuations with respect to its (long and short) debts with a variable interest rate. For a certain part of these debts, the Issuer has entered into derivatives to hedge against the interest fluctuation risk. Unhedged interest rate fluctuations can have a negative effect on the operating results and financial position of the Issuer.

Currency fluctuations can adversely affect the operating results and financial position of the Issuer.

As the Issuer develops activities in various countries in the world and is active in the world market for the purchase of raw materials, a substantial part of its assets, liabilities and results are sensitive to currency fluctuations. Its competitive strength may also come under pressure as a result. This means, among other things, that a change in the exchange rate of foreign currencies, such as the US dollar (to which other currencies are linked that are used as payment for purchases or sales by the Issuer), the Indonesian rupiah, the Nigerian naira and the Chinese Renminbi against the euro, can have a negative effect on the operating results and financial position of the Issuer.

Additional future payments for pensions to the insurance company (in case of a shortfall), could have a material adverse effect on the Issuer's cash flows and financial condition (equity).

As of 1 January 2015, all Dutch employees who are covered by the collective labour agreement for the dairy sector have accrued their pension benefits in a defined contribution plan. From that date a fixed indexation is granted for active employees concerning their accrued pension benefits up to 2015. The main defined benefit scheme left is executed by an insurance company in a segregated investment fund. New accruals for this investment fund have stopped as of the end of 2014. However, the Issuer still has the obligation for additional payments in the future in case of a shortfall (coverage ratio below 100%). These potential additional payments will directly go through equity. Therefore, additional future payments for pensions to the insurance company (in case of a shortfall), could have a material adverse effect on the Issuer's cash flows and financial position.

Risks related to the Issuer's business activities and industry

The Issuer operates in the dairy sector. This sector is subject to rapid changes and therefore the Issuer runs a risk that the operating results and financial position of the Issuer are adversely affected.

The Issuer is active in the dairy sector. The Issuer is obliged to buy and receive all the milk supplied from its Members as well as from contract suppliers. The Issuer's business results can be negatively impacted due to milk price volatility or unpredictable quantities of milk delivered. Oversupply could not be matched or substantiated by clear market demand, e.g. excess milk supply resulting in sharp price fall or large investments in processing capacity not delivering adequate return on invested capital. Undersupply may cause existing factories running under capacity and as such the asset base being too large. Factors such as climate change, increasing production costs, and environmental concerns are influencing farming practices, contributing to challenges in sustaining current levels of milk production. The Netherlands is losing its derogation (measure that gives farmers more room to make use of animal manure), because the European Union finds that water quality in the Netherlands is not improving sufficiently. Moreover, the sector is navigating a complex regulatory landscape, with changing policies impacting operational processes and adding pressures that may hinder the overall supply chain. In the Netherlands, the risk of supply disruption is intensified by potential legislative changes, introducing compliance challenges and increasing operational costs. These factors collectively increase uncertainty around the continuity of dairy farming and our Members in the country directly impacting our milk supply. If the Issuer were insufficiently able to respond to changes in the market, it could have negative effects on its competitive position and therefore on its operating results and financial position.

The business activities of the Issuer, its suppliers and customers can be vulnerable to calamities, such as natural disasters, (global) outbreak of (contagious) diseases, export restrictions and other events that are beyond the control of the Issuer.

The business activities of the Issuer can be vulnerable to calamities such as natural or man-made disasters (e.g. fire, flooding, earthquakes, volcanic eruptions, hurricanes, windstorms, etc.), impact of climate change (e.g., extreme weather conditions, major biodiversity loss and ecosystem collapse, water shortages, deforestation and desertification), export restrictions and other events (such as strikes) that are beyond the control of the Issuer. This can also include pandemics or animal diseases with a severe impact to production continuity and/or customer demand. Environmental challenges, such as droughts and extreme weather events, pose risks to production locations and farms.

Moreover, the climate change agenda is ushering in new regulatory requirements. Also, the effects of global warming are contributing to the proliferation of new mould types, potentially affecting animal feed and milk quality. The persistence of diseases (e.g. animal diseases) influences the risk profile of the global supply chains. In anticipating challenges for the dairy industry beyond, it is essential to address the changing weather conditions, potential outbreaks of plant and animal diseases, and the decreasing availability of water at production sites. Such events can cause a disruption to the business, logistics and production activities and information systems of the Issuer. It cannot be guaranteed that with the insurance coverage of the Issuer all damage that will occur as a result of a calamity will be compensated. In addition, calamities at customers and suppliers can also influence the Issuer and its competitive position in the period after such an event. The abovementioned risks can have a negative impact on the Issuer's business operations, operating results and financial position.

The Issuer's business operations and continuity may be adversely affected as a result of the loss or inability to recruit sufficient qualified personnel.

The risk that limited possibility of attracting or retaining talent and building up crucial capacity and capabilities for the future impacts the ability of the Issuer to guarantee sustainable business performance and continuity. Although the overall turnover across the Issuer remained stable in 2023, certain areas of expertise are still under pressure, triggered by an overall talent shortage in the market(s). Attracting and retaining the right talent remains a persistent challenge in the current marketplace. Moreover, in 2023 the Issuer initiated Expedition 2030 (as defined below), a comprehensive strategic programme with the objective of remaking the company into a leading dairy company for its Members, employees, consumers, customers and other stakeholders, now and for generations to come ("**Expedition 2030**"), aimed at reshaping the organisation and associated job profiles. Expedition 2030 further compounds this challenge, presenting an ongoing risk for the years ahead in the areas of recruiting sufficient qualified personnel and the reduction of jobs as part of this reorganisation. See also "*Strategy: Expedition 2030*" in the section "*Business Description of the Issuer*". Failure of Expedition 2030 (e.g. amount of cost savings will not be met or additional unexpected expenses in this reorganisation) can have a negative impact on its operating results and financial position.

Regional factors may also play a role in this regard. This includes the aging of the population in the Netherlands and other European countries, as well as the shortage on the labor market for well-qualified personnel. This makes it less easy to achieve the objectives regarding the workforce. Losing or not being able to attract sufficient qualified personnel, managers and directors can adversely affect the Issuer's business operations and continuity and therefore the operating results and financial position.

Lack of agility, quality and decisiveness in the execution of (end-to-end) business processes due to organisational complexity and strained resources may negatively impact business opportunities and cause and potentially high-cost levels for the Issuer.

Organisational agility is crucial for adapting to increased volatility in the global market, fostering innovation and remaining competitive. Challenges for the Issuer involve navigating complex supply chains, staying abreast of dynamic market trends and adjusting to a changing regulatory landscape. Recent strategic decisions of the Issuer contributed to strategic agility and focus for the future. Anticipated changes include streamlined business processes, reduced organisational complexity and an increased emphasis on adaptability to ensure swift responses to changing conditions and seize emerging opportunities. See also "*Strategy: Expedition 2030*" in the section "*Business Description of the Issuer*". The inability to act decisive and adapt to the changes in the market, may have a negative effect on the Issuer's competitive position and therefore on its operating results and financial position.

Decisions on key topics not taken (or delayed) due to misalignment between the Issuer and Parent strategy may lead to the inability to effectively compete, less execution power and missed opportunities of the Issuer in general. Areas of importance are scale (available milk), sustainability requirements, ownership and control.

Strategic alignment between the Shareholder's Board (as defined below) and Executive Board of the Issuer is always high on the agenda. With the execution of the Expedition 2030 transformation this alignment is now even more important than before. The pressure on operational results (in particular in 2023) impacts the financial return for the Members. Continuous pressure from the Dutch Government and NGOs on the dairy sector such as the changing regulatory landscape, uncertainty regarding sustainability regulations, unclarity around the Dutch government's approach to nitrogen, have an impact on farm (cost) level. The Issuer's ability to translate higher costs to the market and the related future business results have a potential impact on the pay out to our farmers. A related challenge is the financing of the required transition on the farms (e.g. in terms of future derogation requirements). Failure of such strategic alignment may negatively impact the Issuer's business results and its financial position.

The Issuer is dependent on large production facilities. If there is a breakdown of a large production facility this could have a negative effect on the Issuer's business operations, operating results and financial position.

The Issuer operates a number of large production facilities in, amongst others, the Netherlands, Belgium, Pakistan, Indonesia, Vietnam, Thailand, Nigeria and Malaysia. A fire, chemical spill, explosion, flooding, sabotage or another type of major breakdown may occur. Even though contingency plans and insurance are in place this may result in reduced production and reduced sales during the rebuilding period and competitors taking market share, each of which may have a negative impact the Issuer's business operations, operating results and financial position.

Potential reputation loss due to incidents or changes in public opinion could have a negative effect on the Issuer's business operations, operating results and financial position.

The Issuer operates globally whereby it sources raw material from many different suppliers. If an incident (for example, a problem within the sector with respect to its environmental footprint or child labour claims) is not effectively managed, this can result in trade restrictions or significant reputation loss, loss of market share and/or revenue in key international markets. As a result, this could have a negative effect on the Issuer's business operations, operating results and financial position. See "*The Issuer is subject to risks from legal and similar proceedings.*" for more information.

Ineffective product or brand innovations or developments, not meeting consumer and/or customer expectations, can structurally impact the Issuer's market share and business results.

Inability to build a robust pipeline, impeding the ability to continuously develop new products at the right time may result in a too narrow product range to satisfy customer demands and be competitive. There is an emphasis on creating functional and health-focused dairy products, such as those fortified with probiotics, vitamins, and other nutritional enhancements, aligning with the growing consumer desire for a healthier lifestyle. Additionally, the Issuer sees a notable shift toward developing dairy alternatives, including plant based beverages, and plant-based alternatives to cheeses and yoghurts, to cater to the rising demand for plant-centric diets. The integration of sustainable packaging solutions and a commitment to environmentally friendly practices further contribute to staying relevant by appealing to eco-conscious consumers and complying with the evolving regulatory landscape that is changing rapidly. Failure by the Issuer's business groups to stay at the forefront of these industry trends may negatively impact the Issuer's market share, its operating results and financial position.

The Issuer's operating results and financial position may be adversely affected by (geo)political or economic instability in certain regions.

As the Issuer develops activities in various countries in the world and is active in the world market for the purchase of raw materials, a substantial part of its assets, liabilities and results are sensitive to currency fluctuations. Its competitive strength may also come under pressure as a result. Ongoing geopolitical events pose a potential risk by affecting the Issuer's ability to operate in certain countries or that have a significant impact on (local) demand, the supply chain, credit risk and currency volatility. Events could include political and social instability, uncertainty due to approaching elections, terrorism, protectionism, import/trade restrictions and a fluid regulatory landscape.

The combined effects might impact the (local) financial position of the Issuer, i.e. exposure to interest rates, currency fluctuations, commodity pricing risks, credit risks, and failure to effectively manage cash flows, but also its ability to competitively sell its products in local markets. As such, it may increase the risk that certain important product market combinations in the Issuer's portfolio become less profitable. The Issuer has important market and brand positions in, amongst others, Asia, (West and North) Africa, Central Europe and the Middle East. Political or economic changes in these regions can have consequences for the Issuer's market positions in these countries and can thus influence the operating results and financial position of the Issuer. Moreover, public opinion and political developments in the Netherlands or other countries can have a negative impact on the operating results and financial position of the Issuer, for example as a result of a boycott of products from the Issuer.

The Issuer's operating results and financial position may be adversely affected the demographic development of the farmer population.

The Issuer is dependent on the supply of milk from its Members. Over the last couple of years the average age of the Members is increasing. If the member-farms are not passed on to the next generation, the supply of milk might be affected over time due to a potential decrease of memberships with the Parent. Should such a decrease occur, this might have an effect on the operating results and financial position of the Issuer.

The Issuer's financial position may be adversely affected by a prepayment and/or buy back of Member Bonds or Milk Certificates.

The Issuer has Member Bonds outstanding with (former) Members and the Parent has Milk Certificates (as defined below) outstanding with Members. "**Milk Certificates**" are perpetual

subordinated notes with no voting rights and no compensation and are issued by the Parent to the Members as a mandatory instrument for Members who supply milk to the Parent. The Issuer and the Parent do have the possibility but not the legal obligation to prepay and/or buy back these Member Bonds or Milk Certificates, respectively. Prepayment of Member Bonds or Milk Certificates could potentially happen in case of an oversupply of Member Bonds or Milk Certificates in the respective internal markets. This oversupply of Member Bonds or Milk Certificates could occur due to a decrease in milk supply, or in relation to the Member Bonds, due to the fact that the Members population is ageing and thus offering their Member Bonds on the internal market. In case the Issuer or the Parent would prepay and/or buy back Member Bonds or Milk Certificates, the financial position of the Issuer may adversely be affected in case this prepayment and/or buy back is not financed by a similar instrument. Although Milk Certificates are issued at the level of the Parent, in case the prepayment and/or buy back of these instruments by the Parent is not financed with a similar instrument, it might have to rely on financing from the Issuer, thereby negatively impacting the liquidity position of the Issuer.

Legal, tax and regulatory risk

The Issuer is subject to national and supranational regulations. Changes to these regulations can adversely affect the Issuer's business operations, operating results and financial position.

The Issuer and its main suppliers (the Members) are subject to national and supranational regulations with regard to, among other things, product requirements, environmental regulations (e.g. phosphate and nitrogen emissions), quality rules, trade and pricing practices, taxes, competition, labelling, packaging and advertising. Changes to certain of these regulations could potentially lead to fewer farmers and thereby resulting in lower milk supplies and more supply on the internal market for Member Bonds and the internal market of Milk Certificates. The Issuer is also subject to local laws and regulations, including those related to the environment, labour, health and safety in the jurisdictions in which it operates. These regulations are subject to changes. It may be that the Issuer has to incur unforeseen additional costs or even has to adjust its business activities to be able to continue to comply with the evolving laws and regulations. It cannot be ruled out that regulatory developments may occur in the future, including with regard to regulations aimed at farmers or customers, which may have a direct or indirect negative effect on business operations, operating results and financial position of the Issuer.

Failure to achieve, comply with or report on environmental, social and governance (ESG) objectives, regulations or commitments, exposes the Issuer to business risk, reputation risk and/or result in financial losses.

The ESG landscape is witnessing a deeper integration of sustainable practices into business strategies, with a focus on long-term value creation. Anticipated regulatory changes drive enhanced ESG reporting standards, while stakeholders, including investors and consumers, are increasingly prioritising engagement with companies demonstrating robust environmental, social and governance commitments. The Issuer faces growing expectations regarding ESG requirements of customers, NGOs, the government and the public as they gain expertise and intensify scrutiny. Consumer demand for product traceability is rising, prompting an increase in the necessity of available sustainability data across the entire value chain.

Given the rising ESG reporting requirements, such as the Corporate Sustainability Reporting Directive, Corporate Sustainability Due Diligence Directive, or the Global Reporting Initiative, it is imperative the Issuer and suppliers must prioritise transparency through accurate and comprehensive reporting, both internally and externally. Failure to comply with these directives can negatively influence the Issuer’s business operations, reputation and financial position.

Contamination or damage to its dairy products, or comparable products from other producers,

can adversely affect the Issuer's reputation, operating results and financial position.

The business activities of the Issuer are subject to certain hazards and liability risks such as (intentional) contamination or damage to its products, or comparable products from other producers. As a result of these types of events, in addition to the possible liability of the Issuer when it comes to its own products, sales may decline and/or the Issuer may be forced to recall its products. The realisation of these types of risks can damage the reputation of the affected products and can negatively influence the operating results and financial position of the Issuer. See also "*Deviations in product and/or service level or poor quality of products can negatively influence the operational management, the operating results, and the financial position and reputation of the Issuer*."

The Issuer's operating results and financial position can be adversely affected by product liability claims.

The nature of the products that the Issuer produces makes it susceptible to individual or collective actions regarding product liability. If the use of its products results in personal injury, a claim can be filed against the Issuer whereby the Issuer is held liable for a defect in the product. The defence against such claims costs money and management time. Loss of a case or a settlement to avoid incurring higher costs can result in considerable costs and affect the reputation of the Issuer's products. Such claims can therefore have a negative effect on the operating results and financial position of the Issuer.

The Issuer's operating results and financial position can be adversely affected by tax claims arising from transfer pricing discussions with local tax authorities.

While managing its business, the Issuer has to consider transfer pricing mechanics in respect of transactions between group entities. The Issuer has issued internal guidelines regarding transfer pricing policies which are in accordance with the OECD Transfer Pricing Guidelines for Multinational Enterprises and Tax Administrations. Transfer pricing has a cross-border effect and, as a consequence, local tax authorities often focus on the impact of transfer pricing on the local result of a business. As a result tax claims may arise which could have an adverse effect on the operating results and financial position of the Issuer.

The Issuer's operating results and financial position can be adversely affected by tax claims arising from acquisitions, partnering & divestments.

The Issuer is involved in mergers and acquisitions whereby shares or assets are acquired or divested, or whereby joint ventures are entered into. Such transactions may result in different tax risks and uncertain tax positions. Examples are the transfer of historical tax liabilities to the Issuer upon an acquisition, non-deductibility of acquisition related costs and tax risks arising from the integration of the acquired activities. This can have an adverse effect on operating results and financial position of the Issuer.

The Issuer is subject to risks from legal and similar proceedings.

The Issuer is involved in a number of legal and arbitration proceedings, as more fully described in "*Description of the Issuer —Legal and arbitration proceedings*" in this Offering Memorandum. Disputes and legal proceedings are subject to many uncertainties and their outcomes are often difficult to predict. Adverse judgments could result in restrictions or limitations being imposed on the Issuer or result in a material adverse effect on its business, results of operations and financial condition. The Issuer may face legal issues in relation to non-compliance with regulation, regarding – but not limited to –competition, consumer safety, privacy and environment. These incidents could have a negative impact on the Issuer's reputation and relationship with regulators and/or supervisors. Also, non-compliance with regulatory decisions in the European Union or the rest of

the world could affect the Issuer's future operations and profitability.

Internal control risk

Failing computer systems or disruptions in communication networks can have a negative effect on the business operations, the operating results and the financial position of the Issuer.

The Issuer is largely dependent on computer systems. Any delays or errors due to failing computer systems or disruptions in communication networks, for whatever reason, may have consequences for making strategic and daily decisions within the Issuer and may have a negative effect on business operations, operating results and financial position. Fast-paced technological developments overtaking our business model due to e.g. lack of digital capabilities (e.g., e-commerce, 3D printing, artificial intelligence, robotics in factories or farming, increasing speed of information exchange and IT) may result in a loss of consumers and customers, talented staff and reduced effectiveness of the Issuer's business operations. Additionally, the increased reliance on digital platforms may expose data privacy concerns, necessitating a careful approach to handling and protecting sensitive information.

Furthermore, technologies, processes and practices designed to protect networks, computers, programmes and data, not being adequate to protect the Issuer from attacks, damage or unauthorised access may result in the significant disruption of business processes, loss of confidential information, financial and/or reputation loss for the Issuer. Cyber risks continue to increase as well as the costs related to prevention and security. Organised crime keeps accelerating the frequency of phishing/malware and fraud attempts, and the potential impact of ever smarter, advanced technology. Even though there were no major cyber incidents leading to production interruption in the Issuer over 2023, more personalised attacks took place that have led to minor data leaks. Failure of the Issuer to protect its (digital) systems from such attacks may negatively impact the business operations, operating results and financial position of the Issuer.

The use of partial observations in the context of the internal control measures can lead to the fact that not all imperfections (in full extent) are revealed. As a result, the Issuer's operating results and financial position can be adversely affected.

The Issuer has organised its internal control measures in such a way that it can reasonably expect material errors in reporting or financial administration to be discovered, including all material errors resulting from fraud, errors and non-compliance with legal or other requirements. Because the Issuer makes partial use of representative sample review with regard to its internal control measures, it is possible that not all material inaccuracies, fraud, errors, non-compliance with legal or other regulations that could exist are (fully) revealed. Any resulting negative effects, such as reputational damage, financial damage and reduced liquidity, can adversely affect the operating results and financial position of the Issuer.

RISKS RELATED TO THE SECURITIES GENERALLY

The Issuer's obligations under the Securities are subordinated to certain other claims and obligations.

The Issuer's obligations under the Securities will be unsecured and subordinated.

In the event of a Winding-up (as defined in the Conditions) of the Issuer, the claims of the Holders will rank (i) in priority to any rights and claims in respect of distributions and liquidation payments in respect of (A) any ordinary shares in the capital of the Issuer; (B) any preference shares in the capital of the Issuer; and (C) any other instruments outstanding which rank, or are expressed to rank, junior to the Securities; (ii) *pari passu* with the rights and claims of holders of all Parity

Obligations (as defined in the Conditions, which term includes the Member Bonds and Cooperative Loan (each as defined in the Conditions)); and (iii) junior to the rights and claims of Senior Creditors (as defined in the Conditions, which term includes Milk Payment Creditors), so that in the event of a Winding-up amounts due and payable in respect of the Securities shall be paid by the Issuer only after all of the Senior Creditors have been reimbursed or paid in full. No Holder shall be entitled to exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with the Securities. See Condition 2 (*Status and Subordination*) and Condition 3 (*Winding-up*).

By virtue of such subordination, payments to a Holder will, in the events described in the Conditions, only be made after all obligations of the Issuer resulting from higher ranking. Although subordinated debt securities may pay a higher rate of interest than comparable debt securities which are not subordinated, there is a real risk that an investor in subordinated securities such as the Securities will lose all or some of his investment should the Issuer become insolvent.

There is no limitation on incurring or assuming any senior or pari passu obligations and there may be changes to the ranking of, or reductions in the outstanding amount of, any Parity Obligations or Junior Instruments.

The Conditions will not limit the amount of the liabilities ranking senior to, or *pari passu* with, the Securities which may be incurred or assumed by the Issuer from time to time, whether before or after the Issue Date. The incurrence or assumption of any such other liabilities pursuant to the issuance of further obligations ranking senior to, or *pari passu* with, the obligations or any change in ranking of, or any reduction in the outstanding amount of, any Parity Obligations or Junior Instruments (each as defined in the Conditions) may reduce the amount (if any) recoverable by Holders on a Winding-up of the Issuer and/or may increase the likelihood of a deferral of interest payments under the Securities.

The Issuer has the right to defer interest payments on the Securities.

The Issuer may, at its discretion, elect to defer all or part of any payment of interest on the Securities. See "*Terms and Conditions of the Securities —Deferral of Interest*".

While the deferral of payment of interest continues, the Issuer is not prohibited from making payments on any instrument ranking senior to the Securities and in such event, the Holders are not entitled to claim immediate payment of interest so deferred. However, pursuant to Condition 5(c), the Issuer shall be required to pay any outstanding Arrears of Interest, in whole but not in part, after the occurrence of a Mandatory Settlement Event. A Mandatory Settlement Event occurs, amongst others, (i) if dividends or any other distribution or payment being validly resolved on, declared, paid or made in respect of any Junior Instruments or Parity Obligations (subject to certain exceptions), (ii) if the Issuer determines, declares, makes available for payment or pays a Supplementary Cash Payment or (iii) the Issuer or any Subsidiary of the Issuer redeems, purchases, cancels, reduces or otherwise acquires, any Junior Instruments or any Parity Obligations (subject to certain exceptions).

In respect of (iii) above, exceptions apply in the event (x) the Issuer or any Subsidiary of the Issuer is obliged under the terms and conditions of such Junior Instruments or Parity Obligations or by mandatory operation of law to make such redemption, purchase, cancellation, reduction or other acquisition, (y) the Issuer purchases any Member Bonds and matches such purchase by the simultaneous issuance of an equal number of Member Bonds on a cash neutral basis as contemplated by the Member Bonds Market Rules or (z) the Issuer purchases any Member Bonds from Coöperatieve Rabobank U.A. (or any successor thereof) as liquidity provider in exchange for the issuance of new qualifying instruments having the same aggregate principal amount on a cash neutral basis all pursuant to and in accordance with the Liquidity Agreement. See "*Business*

Description of the Issuer—Member Bonds" for more information. Therefore, while the deferral of payment of interest continues, in such circumstances, the Holders are not entitled to claim immediate payment of interest so deferred even if the Issuer makes payments on instruments ranking *pari passu* with or junior to the Securities or where the Issuer issues new Member Bonds or new qualifying instruments.

Any deferral of interest payment shall not constitute a default for any purpose, unless such payment is required in accordance with Condition 5(c).

Any deferral of interest payments may have an adverse effect on the market price of the Securities. In addition, as a result of the interest deferral provision of the Securities, the market price of the Securities may be more volatile than the market prices of other debt securities on which original issue discount or interest accrues that are not subject to such deferrals and may be more sensitive generally to adverse changes in the Issuer's financial condition.

The Securities may not be redeemed unless and until all outstanding Arrears of Interest are satisfied in full, on or prior to the date set for the relevant redemption.

The Securities contain limited Events of Default and remedies.

The Conditions will provide that the Securities will be perpetual securities and there is therefore no obligation on the Issuer to repay principal on any given date. In addition, payments of interest on the Securities may be deferred in accordance with Condition 5(a) (*Deferral of Interest*) and interest will not therefore be due other than in the limited circumstances described in Condition 5(c) (*Mandatory Settlement*).

There are only two events of default in the Conditions. The first is if a default is made by the Issuer for a period of 14 days or more in the payment of any amount in respect of the Securities and which is due, subject to Condition 5(a) (*Deferral of Interest*). As such, it will only be possible for the Holders to enforce claims for payment of principal or interest of the Securities when the same are due. See "*Terms and Conditions of the Securities – Events of Default*".

The second is if an order is made or an effective resolution is passed for the Winding-up of the Issuer (except for the purposes of a merger, reconstruction or amalgamation the terms of which have previously been approved by an Extraordinary Resolution (as defined in the Agency Agreement) of the Holders). On such Winding-up, the Securities will become immediately due and payable, however, the claims of Holders will be subordinated to the claims of Senior Creditors as further described in Condition 3 (*Winding-up*). Accordingly, the claims of holders of all Senior Creditors will first have to be satisfied in any winding-up or analogous proceedings before the Holders may expect to obtain any recovery in respect of their Securities and prior thereto Holders will have only limited ability to influence the conduct of such winding-up or analogous proceedings. See "*Risks Related to the Securities Generally — The Issuer's obligations under the Securities are subordinated to certain other claims and obligations*".

The Securities will be perpetual securities; Holders may be required to bear the financial risks of an investment in the Securities for an indefinite period.

The Securities will be perpetual securities in respect of which there is no fixed redemption date by which the Issuer would be under the obligation to redeem the Securities. See "*Terms and Conditions of the Securities — Redemption and Purchase*". Therefore, prospective investors should be aware that they may be required to bear the financial risks of an investment in the Securities for an indefinite period and may not recover their investment in the foreseeable future.

The Securities will be subject to optional redemption by the Issuer including upon the occurrence of a Withholding Tax Event, a Tax Deduction Event, a Rating Event, an Accounting Event or a Substantial Repurchase Event.

The Securities will be redeemable, at the option of the Issuer, in whole but not in part at any time from (and including) the First Call Date (as defined in the Conditions) to (and including) the First Reset Date, and thereafter on each Interest Payment Date (each as defined in the Conditions), in each case at their principal amount, together with any accrued and unpaid interest thereon up to (but excluding) the redemption date and any outstanding Arrears of Interest and Additional Amounts. Following the exercise by the Issuer, at any time other than during the period from (and including) the First Call Date to (and including) the First Reset Date or upon any subsequent Interest Payment Date, of the Make-whole Redemption, the Securities may be redeemed, in whole but not in part, at their Make-whole Redemption Amount (as defined in the Conditions).

In addition, upon the occurrence of a Withholding Tax Event, a Tax Deduction Event, a Rating Event, an Accounting Event or a Substantial Repurchase Event (each as defined in the Conditions and as more fully described in Condition 6), the Issuer shall have the option to redeem, in whole but not in part, the Securities at the prices set out therein, in each case together with any accrued and unpaid interest thereon up to (but excluding) the redemption date and any outstanding Arrears of Interest and Additional Amounts.

During any period when the Issuer may elect to redeem, or is perceived to be able to redeem, the Securities, the market value of the Securities generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

When the Issuer decides to redeem the Securities, an investor may not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest payable on the Securities being redeemed and only be able to do so at a significantly lower rate.

Potential investors should consider reinvestment risk in light of other investments available at that time.

The current IFRS accounting classification of financial instruments such as the Securities as equity instruments may change, which may result in the occurrence of an Accounting Event.

In June 2018, the International Accounting Standards Board (the "**IASB**") published the discussion paper DP/2018/1 on "Financial Instruments with Characteristics of Equity" (the "**DP/2018/1 Paper**") and the Financial Instruments with Characteristics of Equity project was recently moved to standard setting. In November 2023, the IASB issued an exposure draft on the proposed amendments proposed by the DP/2018/1 Paper. Whilst the proposals set out in the DP/2018/1 Paper would not, in their current form, result in any changes to the current IFRS accounting classification of financial instruments such as the Securities as equity instruments, such exposure draft is, however, subject to receipt of comments the deadline for which was 29 March 2024. If alternative changes are proposed and implemented, the current IFRS accounting classification of financial instruments such as the Securities as equity instruments may change and this may result in the occurrence of an Accounting Event. In such an event, the Issuer may have the option to redeem, in whole but not in part, or to exchange the Securities or to vary the terms and conditions of the Securities pursuant to the Conditions. The implementation of any of the proposals set out in the DP/2018/1 Paper or any other similar such proposals that may be made in the future, including the extent and timing of any such implementation, if at all, is still uncertain.

Accordingly, no assurance can be given as to the future classification of the Securities from an accounting perspective or whether any such change may result in the occurrence of an Accounting

Event, thereby providing the Issuer with the option to redeem the Securities pursuant to the Conditions.

For a description of the risks related to the early redemption of the Securities, see the Risk Factor entitled "*The Securities will be subject to optional redemption by the Issuer including upon the occurrence of a Withholding Tax Event, a Tax Deduction Event, a Rating Event, an Accounting Event or a Substantial Repurchase Event.*".

The interest rate on the Securities will reset on the First Reset Date and on every Reset Date thereafter, which can be expected to affect the interest payment on such Securities and the market value of the Securities.

While the Securities will earn interest at a fixed rate until (but excluding) the First Reset Date, the current market interest rate on the capital markets (the market interest rate) typically changes on a daily basis. Since the initial fixed rate of interest for the Securities will be reset on the First Reset Date (as set out in the Conditions) and on each subsequent Reset Date, the interest payment on such Securities will also change. Holders should be aware that movements in these market interest rates can adversely affect the price of the Securities and can lead to losses for the Holders if they sell the Securities.

Holders are exposed to the risk of fluctuating interest rate levels and uncertain interest income as the reset rates could affect the market value of an investment in the Securities.

Changes or uncertainty in respect of EURIBOR may affect the value or payment of interest under the Securities.

Reference rates and indices, including interest rate benchmarks, such as the Euro Interbank Offered Rate ("**EURIBOR**"), which are used to determine the amounts payable under financial instruments or the value of such financial instruments ("**Benchmarks**"), have, in recent years, been the subject of political and regulatory scrutiny as to how they are created and operated. This has resulted in regulatory reform and changes to existing Benchmarks, with further changes anticipated. These reforms and changes may cause a Benchmark to perform differently than it has done in the past or to be discontinued. Any change in the performance of a Benchmark or its discontinuation, could have a material adverse effect on the Securities.

The Conditions provide that the Interest Rate shall be determined by reference to the Reset Screen Page (or its successor or replacement). In circumstances where the Original Reference Rate is discontinued, neither the Reset Screen Page, nor any successor or replacement may be available.

Where the Reset Screen Page is not available, and no successor or replacement for the Reset Screen Page is available, the Conditions provide for the Interest Rate to be determined by the Calculation Agent by reference to quotations requested by the Issuer from banks and communicated to the Calculation Agent.

Where such quotations are not available (as may be the case if the relevant banks are not submitting rates for the determination of the Original Reference Rate), the Interest Rate will be the Reset Reference Rate that appeared on the most recent Reset Screen Page that was available. Uncertainty as to the continuation of the Original Reference Rate, the availability of quotes from reference banks, and the rate that would be applicable if the Original Reference Rate is discontinued may adversely affect the value of, and return on, the Securities.

Benchmark Events include (amongst other events) permanent discontinuation of the Original Reference Rate. If a Benchmark Event occurs, the Issuer shall use its reasonable endeavours to appoint an Independent Adviser. The Independent Adviser shall endeavour to determine a

Successor Rate or Alternative Rate to be used in place of the Original Reference Rate. The use of any such Successor Rate or Alternative Rate to determine the Interest Rate may result in the Securities performing differently (which may include payment of a lower Interest Rate) than they would do if the Original Reference Rate were to continue to apply in its current form.

If a Successor Rate or Alternative Rate is determined by the Independent Adviser, the Conditions also provide that an Adjustment Spread will be determined by the Independent Adviser and applied to such Successor Rate or Alternative Rate.

Furthermore, if a Successor Rate or Alternative Rate, and the applicable Adjustment Spread, for the Original Reference Rate is determined by the Independent Adviser, and the Independent Adviser determines that amendments to the Conditions are necessary, the Conditions provide that the Issuer may vary the Conditions as necessary to ensure the proper operation of such Successor Rate or Alternative Rate, and applicable Adjustment Spread, without any requirement for consent or approval of the Holders.

The Adjustment Spread is (i) the spread, formula or methodology which is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body (which may include, amongst others, a relevant central bank, supervisory authority or group of central banks/supervisory authorities), (ii) if no such recommendation has been made, or in the case of an Alternative Rate, the spread, formula or methodology which the Independent Adviser determines is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate, or (iii) if the Independent Adviser determines that no such spread is customarily applied, the spread, formula or methodology which the Independent Adviser determines and which is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate, as the case may be.

Accordingly, the application of an Adjustment Spread may result in the Securities performing differently (which may include payment of a lower Interest Rate) than they would do if the Original Reference Rate were to continue to apply in its current form.

The Issuer may be unable to appoint an Independent Adviser or the Independent Adviser may not be able to determine a Successor Rate or Alternative Rate in accordance with the terms and conditions of the Securities.

Where the Issuer is unable to appoint an Independent Adviser in a timely manner, or the Independent Adviser is unable to determine a Successor Rate or Alternative Rate before the next relevant Reset Interest Determination Date, the Interest Rate for the next succeeding Reset Period will be the Reset Reference Rate that appeared on the most recent Reset Screen Page that was available.

Where the Issuer has been unable to appoint an Independent Adviser or, the Independent Adviser has failed, to determine a Successor Rate or Alternative Rate in respect of any given Reset Period, it will continue to attempt to appoint an Independent Adviser in a timely manner before the next succeeding Reset Interest Determination Date and/or to determine a Successor Rate or Alternative Rate to apply the next succeeding and any subsequent Reset Periods, as necessary.

Applying the initial Interest Rate, or the Reset Reference Rate that appeared on the most recent Reset Screen Page that was available may result in the Securities performing differently (which may include payment of a lower Interest Rate) than they would do if the relevant benchmark were to continue to apply, or if a Successor Rate or Alternative Rate could be determined.

If (i) the Issuer is unable to appoint an Independent Adviser, (ii) the Independent Adviser fails to determine a Successor Rate or Alternative Rate for the life of the Securities, or (iii) no Successor Rate or Alternative Rate is adopted, nor an Adjustment Spread is applied, nor any Benchmark Amendments is made, because the Issuer has determined that the same could reasonably be expected to cause a Rating Event to occur, the initial Interest Rate, or the Reset Reference Rate that appeared on the most recent Reset Screen Page that was available, will continue to apply to maturity. This will result in the Securities, in effect, becoming fixed rate Securities.

Dutch insolvency laws may not be as favourable to Holders as those of another jurisdiction with which you may be familiar.

In the event that the Issuer becomes insolvent, insolvency proceedings will be generally governed by the insolvency laws of that Issuer's place of incorporation, which is the Netherlands. The insolvency laws of the Issuer's place of incorporation may be different from the insolvency laws of an investor's home jurisdiction and the treatment and ranking of holders of Securities and the Issuer's other creditors and shareholders under the insolvency laws of the Netherlands may be different from the treatment and ranking of holders of those Securities and the Issuer's other creditors and shareholders if the Issuer was subject to the insolvency laws of the investor's home jurisdiction. As a result, payments to holders of the Securities, if the Issuer entered into Dutch insolvency proceedings could be subject to delay and the recovery by Holders in respect of the Securities could be impacted.

Holder consent is not required for certain modifications to the Securities or for a substitution of the Issuer in certain circumstances.

The Conditions and the Agency Agreement will contain provisions for calling meetings of Holders of a Tranche to consider matters affecting their interests generally. These provisions will permit defined majorities to bind all Holders of a Tranche including Holders who did not attend and vote at the relevant meetings and Holders who voted in a manner contrary to the majority. The Conditions also provide that any of the provisions of the Securities and the Conditions may be modified without the consent of the Holders to correct a manifest error, if such modification is of a formal, minor or technical nature or it is, as reasonably determined by the Issuer in consultation with an independent investment bank or counsel of international standing, not materially prejudicial to the interests of the Holders.

The Conditions will also provide that the Issuer may, without the consent of Holders, be replaced and substituted by certain companies as principal debtor under any Securities in place of the Issuer, in the circumstances described in Condition 16 (*Substitution of the Issuer*).

Further, prior to the making of any such modification or taking any action as aforementioned, or prior to any issuer substitution in Conditions 15 (*Meetings of Securityholders and Modification*) or 16 (*Substitution of the Issuer*), the Issuer and the Agent shall not be obliged to have regard to the consequences (tax or otherwise) of individual Holders in respect of any such modification, issuer substitution or other action for individual Holders except to the extent already provided in Condition 11 (*Taxation*) and/or any undertaking given in addition thereto or in substitution therefor pursuant to the Agency Agreement. No Holder shall be entitled to claim, whether from the Issuer, a Substituted Debtor, the Agent or any other person, any indemnification or payment in respect of any consequences (tax or otherwise) of any such modification, substitution, variation or other action upon individual Holders.

Variation or substitution of the Securities without Holder consent.

Subject as provided in Condition 7 (*Substitution or Variation*), the Issuer may, in its sole discretion, as is reasonably necessary, and without the consent of the Holders, either (i) substitute all, but not

some only, of the Securities for, or (ii) vary the terms of the Securities with the effect that they remain or become, as the case may be, Qualifying Securities (as defined and further described in the Conditions) at any time following the occurrence of a Withholding Tax Event, a Tax Deduction Event, a Rating Event or an Accounting Event. Whilst Qualifying Securities are required to have terms not less favourable to Holders than the terms of the Securities, there can be no assurance that the Qualifying Securities will not have a significant adverse impact on the price of, and/or market for, the Securities or the circumstances of individual Holders.

Any such substitution or variation in accordance with the Conditions shall only be permitted if the substitution or variation does not itself give rise to a Withholding Tax Event, a Tax Deduction Event, a Rating Event or an Accounting Event.

Further, prior to any substitution or variation in a manner contemplated in Condition 7 (*Substitution or Variation*), the Issuer shall not be obliged to have regard to the tax position of individual Holders in respect of any such variation or substitution for individual Holders except to the extent already provided in Condition 11 (*Taxation*) and/or any undertaking given in addition thereto or in substitution therefor pursuant to the Agency Agreement. No holder of Securities shall be entitled to claim, whether from the Issuer or any other person, any indemnification or payment in respect of any consequences (tax or otherwise) of any such variation, substitution or other action upon individual Holders.

Credit ratings may not reflect all risks.

Credit ratings are expected to be assigned to the Securities by S&P and Fitch (see cover page of this Offering Memorandum for more information). Other independent credit rating agencies could decide to assign credit ratings to the Securities and such credit ratings may be higher than, the same as or lower than the credit rating provided by S&P and Fitch. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Securities. 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 revision, suspension or withdrawal of a rating may adversely affect the market price of the Securities.

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

Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). The list of registered and certified rating agencies published by the European Securities and Markets Authority ("**ESMA**") on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list.

Change of law may affect the terms and conditions, and other matters related to the Securities.

The Securities will be governed by Dutch law. No assurance can be given as to the impact of any possible judicial decision or change to Dutch law or any administrative practice thereof after the Issue Date.

Risks related to the market generally

There is no active trading market for the Securities, and if a market does develop, it may be volatile.

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

Illiquidity may have a severely adverse effect on the market value of the Securities.

Payment of principal and interest on the Securities is subject to exchange rate risks and exchange controls.

The Issuer will pay principal and interest on the Securities in Euro. This presents certain risks relating to currency or currency unit conversions if an investor's financial activities are denominated principally in a currency or a currency unit (the "**Investor's Currency**") other than euro. These include the risk that exchange rates may significantly change (including changes due to devaluation of Euro 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 Euro would decrease (1) the Investor's Currency equivalent yield on the Securities, (2) the Investor's Currency equivalent value of the principal payable on the Securities and (3) the Investor's Currency equivalent market value of the Securities.

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

Interest rate risks may affect the value of an investment in the Securities.

Investment in the Securities involves the risk that subsequent changes in market interest rates may adversely affect the value of the Securities. Fluctuations in interest rates can affect the market values of, and corresponding levels of capital gains or losses on, fixed rate securities.

During periods of rising interest rates, the prices of fixed rate securities, such as the Securities, tend to fall and gains are reduced or losses incurred upon their sale. Therefore, investment in the Securities involves the risk that changes in market interest rates may adversely affect the value of the Securities. Interest rate resets may result in a decline of yield.

If Securities are issued in definitive form, Holders holding less than €100,000 of Securities may not be able to receive definitive Securities.

The Securities have denominations consisting of a minimum of €100,000 plus one or more higher integral multiples of €1,000. It is possible that the Securities may be traded in amounts that are not integral multiples of €100,000. In the event that Securities are issued in definitive form, Holders who hold a principal amount of less than €100,000 may not be able to receive a definitive Security in respect of such holding, and may need to purchase a principal amount of Securities such that its

holding amounts to a denomination of €100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000 in order to receive a definitive Security.

If definitive Securities are issued, holders should be aware that definitive Securities which have a denomination that is not an integral multiple of €100,000 may be illiquid and difficult to trade.

Overview

The following overview refers to certain provisions of the Terms and Conditions of the Securities and is qualified by the more detailed information contained elsewhere in this Offering Memorandum. Capitalised terms used herein have the meaning given to them in "Terms and Conditions of the Securities".

Issuer	Royal FrieslandCampina N.V.
Principal Paying Agent	Citibank, N.A. London Branch
Issue Size	€300,000,000
Issue Date	23 October 2024
Maturity	The Securities will be perpetual securities in respect of which there is no fixed redemption date.
Interest/Step-up	The Securities bear interest on their principal amount at the applicable Interest Rate from (and including) the Issue Date. Subject as described in "Optional Interest Deferral", interest shall be payable on the Securities annually in arrear on the Interest Payment Date in each year, except that the first payment of interest, to be made on 23 January 2025, will be in respect of the period from (and including) the Issue Date to (but excluding) 23 January 2025. The Securities will bear interest: (i) from (and including) the Issue Date to (but excluding) 23 January 2030 (the "**First Reset Date**") at a rate of 4.850 per cent. per annum, payable annually in arrear on 23 January in each year. The first payment of interest, to be made on 23 January 2025, will be in respect of the period from (and including) the Issue Date to (but excluding) 23 January 2025 and will amount to €12.22 per €1,000 in principal amount of the Securities; (ii) thereafter, unless previously redeemed, the Securities will bear interest from (and including) the First Reset Date to (but excluding) 23 January 2050 at a rate per annum which shall be 2.850 per cent. above the Euro 5 year swap rate (the "**Reset Reference Rate**") for the relevant Reset Period, payable annually in arrear on 23 January in each year; and (iii) from (and including) 23 January 2050, the Securities will bear interest at a rate per annum which shall be 3.600 per cent. above the Reset Reference Rate for the relevant Reset Period payable annually in arrear on 23 January in each year. all as more particularly described in "Terms and Conditions of the Securities — Interest Payments".
Status	The Securities and Coupons constitute unsecured and subordinated obligations of the Issuer and rank *pari passu* and without any preference among themselves.

Subordination

In the event of a Winding-up of the Issuer, the rights and claims of the Holders will rank:

(i) in priority to any rights and claims in respect of distributions and liquidation payments in respect of (A) any ordinary shares in the capital of the Issuer; (B) any preference shares in the capital of the Issuer; and (C) any other instruments outstanding which rank, or are expressed to rank, junior to the Securities (together, "**Junior Instruments**");

(ii) *pari passu* with the rights and claims of holders of all Parity Obligations; and

(iii) junior to the rights and claims of Senior Creditors,

so that in the event of a Winding-up amounts due and payable in respect of the Securities shall be paid by the Issuer only after all of the Senior Creditors have been reimbursed or paid in full.

As used herein:

"**2020 Securities**" means the €300,000,000 Reset Rate Perpetual Capital Securities (XS2228900556) issued by the Issuer on 10 September 2020;

"**Parity Obligations**" means:

(i) any obligations of the Issuer which rank, or are expressed to rank, *pari passu* with the Securities;

(ii) any obligations of any subsidiaries of the Issuer benefiting from a guarantee or support agreement entered into by the Issuer which ranks, or is expressed to rank, *pari passu* with the Securities;

(iii) the Member Bonds and the Cooperative Loan; and

(iv) the 2020 Securities;

"**Senior Creditors**" means:

(i) all unsubordinated creditors, present and future, of the Issuer; and

(ii) all Milk Payment Creditors;

"**Cooperative Loan**" means the perpetual subordinated loan advanced to the Issuer by Zuivelcoöperatie FrieslandCampina U.A. (the "**Parent**") (on the Issue Date having an outstanding principal amount of €140 million);

"**Member Bonds**" means at any time the perpetual subordinated bonds free (*ledenobligaties-vrij*) then outstanding as issued by the Issuer to, *inter alia*, members of the Parent;

"**Milk Payment Creditors**" means all creditors that are at any time a member of the Parent and who hold a claim on the Issuer in connection with the delivery of milk under the Milk Price Regulation pursuant to the Issuer's statement of joint and several liability (as referred to in Section 2:403 paragraph 1 sub f of the Dutch Civil Code) in relation to FrieslandCampina B.V. in its capacity as limited partner of FC C.V.;

"Milk Price Regulation" means the milk price regulation (*melkgeldreglement*) of the Parent, as amended from time to time; and

"**Winding-up**" means a situation where:

(i) an order is made or a decree or resolution is passed for the winding-up, liquidation or dissolution of the Issuer; or

(ii) a trustee (*curator*) is appointed by the competent District Court in the Netherlands in the event of bankruptcy (*faillissement*) affecting the whole or a substantial part of the undertaking or assets of the Issuer and such appointment is not discharged within 30 days.

See "*Risk Factors – Risks related to the Securities generally – The Securities contain limited Events of Default and remedies*".

Optional Interest Deferral

The Issuer may, at its discretion, elect to defer all or part of any payment of all or part of any Scheduled Interest (the amount so deferred, "**Deferred Interest**") which is otherwise scheduled to be paid on an Interest Payment Date by giving a Deferral Notice of such election to the Holders. Subject as described in "Mandatory Settlement of Arrears of Interest", if the Issuer elects not to make all or part of any Scheduled Interest on an Interest Payment Date, then it will not have any obligation to pay such interest on the relevant Interest Payment Date and any such non-payment of interest will not constitute an Event of Default or any other breach of its obligations under the Securities or for any other purpose.

Any Deferred Interest (or part thereof) shall itself bear interest (such further interest together with the Deferred Interest, being "**Arrears of Interest**"), at the Interest Rate applicable to the relevant Securities from time to time, from (and including) the date on which (but for such deferral) the Deferred Interest would otherwise have been due to be made to (but excluding) the relevant Optional Settlement Date or, as appropriate, such other date on which such Deferred Interest is paid in accordance with Condition 5(c), in each case such further interest being compounded on each Interest Payment Date.

Non-payment of Arrears of Interest shall not constitute an Event of Default by the Issuer under the Securities or for any other purpose, unless such payment is required in accordance with Condition 5(c).

Optional Settlement of Arrears of Interest

Arrears of Interest may be satisfied at the option of the Issuer in whole or in part at any time (the "**Optional Settlement Date**") following delivery of a notice to such effect given by the Issuer to the Holders informing them of its election to so satisfy such Arrears of Interest (or part thereof) and specifying the relevant Optional Settlement Date.

	The Issuer may give a notice as described in "Optional Interest Deferral" with regard to any amount which would otherwise be due on an Interest Payment Date in its sole discretion and for any reason.
Mandatory Settlement of Arrears of Interest	Notwithstanding the above and the provisions of "Optional Interest Deferral", the Issuer shall pay any outstanding Arrears of Interest, in whole but not in part, on the first occurring Mandatory Settlement Date following the Interest Payment Date on which an Interest Payment was deferred.
Optional Redemption	The Issuer may redeem all, but not some only, of the Securities at any time from (and including) 23 October 2029 to (and including) the First Reset Date, and thereafter on each Interest Payment Date at their principal amount together with any accrued and unpaid interest thereon up to (but excluding) the redemption date and any outstanding Arrears of Interest and Additional Amounts.
Redemption for Taxation, Rating or Accounting Reasons or following Substantial Repurchase	The Issuer may redeem all, but not some only, of the Securities at any time by reason of: (i) a Withholding Tax Event, at their principal amount; (ii) a Tax Deduction Event, a Rating Event or an Accounting Event, at (1) 101 per cent. of their principal amount (where such redemption occurs prior to the First Call Date) or (2) at their principal amount (where such redemption occurs on or after the First Call Date); (iii) a Substantial Repurchase Event, at their principal amount, in each case together with any accrued and unpaid interest thereon up to (but excluding) the redemption date and any outstanding Arrears of Interest and Additional Amounts.
Make-whole redemption by the Issuer	The Issuer may redeem all, but not some only, of the Securities (A) at any time from the Issue Date to, but excluding, the First Call Date and (B) from, and excluding, the First Reset Date on any date that is not an Interest Payment Date at the Make-whole Redemption Amount.
Events of Default	If a default is made by the Issuer in the payment of any amount in respect of the Securities on the due date for payment thereof within 14 days after the date upon which such amount became due, then the Holder of such Security may, at its discretion and, subject to any applicable laws, without further notice, institute proceedings for the Winding-up of the Issuer in The Netherlands (but not elsewhere) and/or prove in any Winding-up of the Issuer, but may take no other action in respect of such default. In the event of a Winding-up (except for the purposes of a merger, reconstruction or amalgamation the terms of which have previously been approved by an Extraordinary Resolution (as defined in the Agency Agreement) of the Holders), the Securities will become immediately due and payable at their outstanding principal amount, together with interest accrued thereon, including any Arrears of

	Interest, up to (but excluding) the redemption date, subject to the ranking provided in "*Overview — Subordination*" above.
Additional Amounts	Payments in respect of the Securities shall be made free and clear of, and without withholding or deduction for, or on account of, taxes of the Netherlands, unless such withholding or deduction is required by law. In the event that any such withholding or deduction is made, additional amounts may be payable by the Issuer, subject to certain exceptions as are more fully described under "*Terms and Conditions of the Securities — Taxation*".
Substitution or Variation	In the event of a Withholding Tax Event, a Tax Deduction Event, a Rating Event or an Accounting Event, the Issuer may, as is reasonably necessary, and without the consent of the Holders (and the Holders hereby irrevocably agree in advance that the Issuer may do so without any further consent of the Holders being required), at any time either (i) substitute all, but not some only, of the Securities for, or (ii) vary the terms of the Securities with the effect that they remain or become, as the case may be, Qualifying Securities. The Securities may only be substituted, or their terms varied, if the substitution or variation does not itself give rise to a Withholding Tax Event, a Tax Deduction Event, a Rating Event or an Accounting Event.
Substitution of the Issuer	Subject to the provisions set out in "Terms and Conditions of the Securities—Substitution of Issuer", the Issuer, or any previous substituted company, may, at any time, without the consent of the Holders, substitute for itself as principal debtor under the Securities, provided that no payment of principal of or interest on any of the Securities is in default. See "*Terms and Conditions of the Securities — Substitution of the Issuer*" for further details.
Replacement Intention	The Issuer intends (without thereby assuming a legal or contractual obligation) that it will redeem or repurchase the Securities only to the extent that the part of the aggregate principal amount of the Securities to be redeemed or repurchased which was assigned "equity credit" (or such similar nomenclature used by S&P from time to time) at the time of the issuance of the Securities does not exceed such part of the net proceeds received by the Issuer or any Subsidiary of the Issuer after the Issue Date but on or prior to the date of such redemption or repurchase from the sale or issuance of securities by the Issuer or such Subsidiary to third party purchasers (other than group entities of the Issuer) which are assigned by S&P "equity credit" (or such similar nomenclature used by S&P from time to time) (but taking into account any changes in hybrid capital methodology or another relevant methodology or the interpretation thereof since the issuance of the Securities), unless: (i) the long-term corporate credit rating assigned by S&P to the Issuer is at least the same as or higher than the BBB long-term corporate credit rating assigned to the Issuer on the date of the last additional hybrid issuance (excluding any refinancing transaction of the hybrid securities which were assigned a similar "equity credit" by S&P (or such similar nomenclature then used by S&P) and the Issuer is of the view that such a

rating would not fall below this level as a result of such redemption or repurchase, or

(ii) in the case of a repurchase or a redemption, such repurchase or redemption is, taken together with relevant repurchases or redemptions of other Hybrid Securities of the Issuer, (a) in any period of 12 consecutive months starting at the Relevant Time, of less than 10 per cent. of the Relevant Amount or (b) in any period of 10 consecutive years starting at the Relevant Time, of less than 25 per cent. of the Relevant Amount, provided that such repurchase or redemption has no materially negative effect on the Issuer's credit profile, or

(iii) if, in the case of a repurchase or a redemption, such repurchase or redemption is in an amount necessary to allow the Issuer's aggregate amount of hybrid capital remaining outstanding after such repurchase or redemption to remain below the maximum aggregate principal amount of hybrid capital to which S&P would assign equity content under its prevailing methodology, or

(iv) the Securities are redeemed pursuant to a Withholding Tax Event, a Tax Deduction Event, a Rating Event, an Accounting Event or a Substantial Repurchase Event, or

(v) the Securities are not assigned an "equity credit" by S&P (or such similar nomenclature then used by S&P) at the time of such redemption or repurchase, or

(vi) such redemption or repurchase occurs on or after the Reset Date falling on 23 January 2050.

Whereby:

"**Hybrid Securities**" means securities that at the time of their sale or issuance have been and are continuing to be assigned "equity credit" (or such other nomenclature used by S&P from time to time);

"**Relevant Time**" means the time of the first repurchase or redemption after the Issue Date or, if the aggregate principal amount of the Issuer's outstanding Hybrid Securities has increased after the Issue Date, the time of the first repurchase or redemption after the most recent increase;

"**Relevant Amount**" means, at any Relevant Time, the aggregate principal amount of the Issuer's outstanding Hybrid Securities at that time.

This is a statement of the Issuer's intention as at the date of this Offering Memorandum and does not impose any legal obligations on the Issuer. Accordingly, this statement does not form part of the Conditions.

Form

The Securities will initially be represented by a Temporary Global Security, without interest coupons, which will be deposited with a common depositary on behalf of the Clearstream Banking S.A.

	("**Clearstream Luxembourg**") and Euroclear Bank SA/NV ("**Euroclear**") systems on or about 23 October 2024. The Temporary Global Security will be exchangeable for interests in a Permanent Global Security, without interest coupons, on or after a date which is expected to be 2 December 2024, upon certification as to non-U.S. beneficial ownership. The Permanent Global Security will be exchangeable for definitive Securities in bearer form in the denominations of €100,000 and integral multiples of €1,000 in excess thereof in the limited circumstances set out in it. No definitive Securities will be issued with a denomination above €199,000. Also see "*Summary of Provisions relating to the Securities while in Global Form*".
Denominations	€100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000. Also see "*Form*" above.
Listing and Admission to Trading	Application will be made for the Securities to be admitted to trading on the Global Exchange Market which is the exchange regulated market of the Irish Stock Exchange plc trading as Euronext Dublin.
Governing Law	Dutch law.
Ratings	The Securities are expected to be rated BB+ by S&P and BBB- by Fitch. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.
Use of Proceeds	The Issuer intends to use the net proceeds of the Offering for general corporate purposes (which may include, without limitation, the refinancing of existing debt, including hybrid securities). See "*Use of Proceeds*".
Selling Restrictions	The United States, the EEA, the United Kingdom, Italy, Switzerland, Japan and Singapore. See "*Subscription and Sale*".
Risk Factors	Prospective investors should carefully consider the information set out in "Risk Factors" in conjunction with the other information contained or incorporated by reference in this Offering Memorandum.
ISIN	XS2913056797.
Common Code	291305679.
FISN	KONINKLIJKE FRI/VAR BD PERP JR.
CFI	DBVQPB.

Documents Incorporated by Reference

The following parts of the documents listed below, which have previously been published and filed with the Euronext Dublin, shall be incorporated in and form part of this Offering Memorandum:

1. the audited consolidated financial statements of the Issuer as at and for the year ended 31 December 2022 (prepared in accordance with International Financial Reporting Standards as adopted by the European Union ("**EU-IFRS**") and with Part 9 of Book 2 of the Dutch Civil Code) which appear on pages 103 to 185 (inclusive) of the annual report of the Issuer for the financial year ended 31 December 2022 (English version) (the "**Annual Report 2022**") and the independent auditor's report which appears on pages 196 to 212 (inclusive) of the Annual Report 2022;

2. the audited consolidated financial statements of the Issuer as at and for the year ended 31 December 2023 (prepared in accordance with EU-IFRS and with Part 9 of Book 2 of the Dutch Civil Code) which appear on pages 117 to 202 (inclusive) of the annual report of the Issuer for the financial year ended 31 December 2023 (English version) (the "**Annual Report 2023**") and the independent auditor's report which appears on pages 211 to 225 (inclusive) of the Annual Report 2023; and

3. the Issuer's half-year report for 2024, containing unaudited and unreviewed condensed consolidated financial statements for the half year ended 30 June 2024 (the "**Unaudited and Unreviewed Half-year Report 2024**").

In each case, unless stated otherwise, the entire document is incorporated by reference into this Offering Memorandum. Notwithstanding the foregoing, where the documents incorporated by reference themselves incorporate information by reference, such information does not form part of this Offering Memorandum.

Potential investors should only rely on the information that is provided in this Offering Memorandum or incorporated by reference into this Offering Memorandum. No other documents or information, including the contents of the Issuer's website (www.frieslandcampina.com) or of websites accessible from hyperlinks on that website, form part of, or are incorporated by reference into, this Offering Memorandum.

Copies of documents incorporated by reference in this Offering Memorandum may be obtained (without charge) from the registered office of the Issuer and from the English version of the website of the Issuer (www.frieslandcampina.com). The Annual Report 2022, the Annual Report 2023 and the Unaudited and Unreviewed Half-year Report 2024 can be found under https://www.frieslandcampina.com/about-us/financials/financial-and-sustainability-reports/.

The Annual Report 2022, Annual Report 2023 and the Unaudited and Unreviewed Half-year Report 2024 of the Issuer are published in Dutch and English language versions. In case of any discrepancy between both languages, the Dutch versions shall prevail.

Terms and Conditions of the Securities

The following, subject to alteration prior to 23 October 2024 and except for paragraphs in italics, are the terms and conditions of the Securities which will be endorsed on each Security in definitive form (if issued).

The €300,000,000 Reset Perpetual Capital Securities (the "**Securities**", which expression includes any further securities issued pursuant to Condition 18 (*Further Issues*) and forming a single series therewith) of Royal FrieslandCampina N.V. (the "**Issuer**") are the subject of an issue and paying agency agreement dated 23 October 2024 (as amended or supplemented from time to time, the "**Agency Agreement**") between the Issuer, Citibank, N.A., London Branch as principal paying agent (the "**Principal Paying Agent**", which expression includes any successor principal paying agent appointed from time to time in connection with the Securities) and as calculation agent (in such capacity the "**Calculation Agent**", which expression includes any successor calculation agent appointed from time to time in connection with the Securities) and any other paying agent named therein (together with the Principal Paying Agent, the "**Paying Agents**", which expression includes any successor or additional Paying Agents appointed from time to time in connection with the Securities). Certain provisions of these Conditions are summaries of the Agency Agreement and subject to its detailed provisions. The holders of the Securities (the "**Securityholders**" or "**Holders**") and the holders of the related interest coupons (the "**Couponholders**" and the "**Coupons**", respectively) are bound by, and are deemed to have notice of, all the provisions of the Agency Agreement applicable to them. Copies of the Agency Agreement are available for inspection by Holders during normal business hours at the specified offices as indicated in the Agency Agreement of the Principal Paying Agent and of the other Paying Agents, the initial specified office of the Principal Paying Agent being Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom.

1. FORM, DENOMINATION AND TITLE

(a) Form and Denomination

The Securities are serially numbered (in the case of definitive Securities) and in bearer form in the denominations of €100,000 and integral multiples of €1,000 in excess thereof up to (and including) €199,000, each with Coupons attached at the time of issue. No definitive Securities will be issued with a denomination above €199,000. Securities of one denomination may not be exchanged for Securities of any other denomination.

(b) Transfer and Title

Title to the Securities and Coupons will pass by delivery. The holder of any Security or Coupon will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon, or any notice of any previous loss or theft thereof) and no person shall be liable for so treating such holder.

2. STATUS AND SUBORDINATION

(a) Status

The Securities, together with interest accrued thereon, including any Arrears of Interest, constitute unsecured and subordinated obligations of the Issuer which will at all times rank *pari passu* without any preference among themselves.

(b) Subordination

The rights and claims of the Holders and Couponholders against the Issuer under the Securities in respect of the principal amounts due and payable on redemption and any Arrears of Interest and any other sum payable in respect of or arising under the Securities are subordinated on a Winding-up in

accordance with the provisions of Condition 3 (*Winding-up*), save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.

(c) Set-off

Subject to applicable law, no Holder or Couponholder may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with the Securities or the Coupons and each Holder and Couponholder shall, by virtue of his holding of any Security or Coupon, be deemed to have waived all such rights of set-off, compensation or retention.

3. WINDING-UP

The rights and claims of the Holders and Couponholders will be subordinated in right of payment in the event of a Winding-up of the Issuer, and will rank:

(i) in priority to any rights and claims in respect of distributions and liquidation payments in respect of (A) any ordinary shares in the capital of the Issuer; (B) any preference shares in the capital of the Issuer; and (C) any other instruments outstanding which rank, or are expressed to rank, junior to the Securities (together, "**Junior Instruments**");

(ii) *pari passu* with the rights and claims of holders of all Parity Obligations; and

(iii) junior to the rights and claims of Senior Creditors,

so that in the event of a Winding-up amounts due and payable in respect of the Securities shall be paid by the Issuer only after all of the Senior Creditors have been reimbursed or paid in full.

4. INTEREST PAYMENTS

(a) Interest Rate

The Securities bear interest on their principal amount at the applicable Interest Rate from (and including) 23 October 2024 (the "**Issue Date**") in accordance with the provisions of this Condition 4 (*Interest Payments*).

Subject to Condition 5 (*Deferral of Interest*), interest shall be payable on the Securities annually in arrear on each Interest Payment Date as provided in this Condition 4 (*Interest Payments*), except that the first payment of interest, to be made on 23 January 2025, will be in respect of the period from (and including) the Issue Date to (but excluding) 23 January 2025.

(b) Interest Accrual

The Securities will cease to bear interest from (and including) the date of redemption thereof pursuant to the relevant paragraph of Condition 6 (*Redemption and Purchase*), as the case may be, unless, upon due presentation, payment of all amounts due in respect of the Securities is not made, in which event interest shall continue to accrue in respect of unpaid amounts on the Securities, both before and after judgment, and shall be payable, as provided in these Conditions up to (but excluding) the Relevant Date.

Save as provided in Condition 4(c), where it is necessary to calculate an amount of interest in respect of any Security for a period which is less than a complete year, such interest shall be calculated on the basis of the actual number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Issue Date) to (but excluding) the relevant payment date divided by the actual number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Issue Date) to (but excluding) the next (or first) scheduled Interest Payment Date (Actual/Actual).

Where it is necessary to calculate an amount of interest in respect of any Security for a period of more than one year, such interest shall be the aggregate of the interest payable in respect of a full year plus the interest payable in respect of the remaining period calculated in the manner as aforesaid.

Interest in respect of any Security shall be calculated per €1,000 in principal amount thereof (the "**Calculation Amount**"). The amount of interest payable per Calculation Amount for any period shall, save as provided in Condition 4(c), be equal to the product of the relevant Interest Rate, the Calculation Amount and an Actual/Actual day-count basis for the relevant period, rounding the resulting figure to the nearest cent (half a cent being rounded upwards). The amount of interest payable in respect of each Security shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the denomination of such Security without any further rounding.

(c) First Fixed Interest Rate

For each Interest Period ending on or before the First Reset Date, the Securities bear interest at the rate of 4.850 per cent. per annum (the "**First Fixed Interest Rate**"), payable annually in arrear on the Interest Payment Date in each year, except that the first payment of interest, to be made on 23 January 2025, will be in respect of the period from (and including) the Issue Date to (but excluding) 23 January 2025 and will amount to €12.22 per Calculation Amount.

(d) Subsequent Fixed Interest Rates

For each Interest Period which commences on or after the First Reset Date, the Securities bear interest at the relevant Subsequent Fixed Interest Rate. Such interest shall be payable annually in arrear on the Interest Payment Date in each year and shall be calculated as follows:

"**Subsequent Fixed Interest Rate**" = Reset Reference Rate + Margin

all as determined by the Calculation Agent and where,

"**Reset Reference Rate**" means the mid-swap rate for Euro interest rate swaps with a term of 5 (five) years as displayed on Reuters screen "ICESWAP2/EURSFIXA" as at 11:00 a.m. (Central European time) (the "**Reset Screen Page**") on the day falling two Business Days prior to the first day of the relevant Reset Period (the "**Reset Interest Determination Date**");

In the event that the Reset Reference Rate does not appear on the Reset Screen Page on the Reset Interest Determination Date, the Reset Reference Rate will be the Reset Reference Bank Rate on such Reset Interest Determination Date;

"**Reset Reference Bank Rate**" means the percentage rate determined on the basis of the Reset Reference Rate Quotations requested by the Issuer and provided by the Reset Reference Banks to the Calculation Agent through the Issuer at approximately 11:00 a.m. (Central European time), on such Reset Interest Determination Date. If at least three quotations are provided, the Reset Reference Rate will be the arithmetic mean of the quotations, eliminating the highest quotation (or, in the event of equality one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If only two quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean of the quotations provided. If only one quotation is provided, the Reset Reference Bank Rate will be the quotation provided. If no quotations are provided, the Reset Reference Bank Rate will be the Reset Reference Rate that appeared on the most recent Reset Screen Page that was available;

The "**Reset Reference Rate Quotations**" means, in respect of each Interest Period falling within a Reset Period, the arithmetic mean of the bid and offered rates for the annual fixed leg (calculated on a 30/360 day count basis) of a fixed-for-floating Euro interest rate swap which (i) has a term of 5 years commencing on the relevant Reset Interest Determination Date, (ii) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged

dealer of good credit in the swap market, and (iii) has a floating leg based on the 6-month EURIBOR rate (calculated on an Actual/360 day count basis) and;

"**Margin**" means in respect of (i) the Reset Period commencing on the First Reset Date and ending on (but excluding) 23 January 2050, 2.850 per cent.; and (ii) each Reset Period which falls on or after 23 January 2050, 3.600 per cent.

The Subsequent Fixed Interest Rate shall be determined as provided above in respect of each Reset Period, provided that the Subsequent Fixed Interest Rate shall never be lower than 0 (zero) per cent., and, as so determined, such rate shall apply to each Interest Period falling within that Reset Period.

(e) Determination of Subsequent Fixed Interest Rates

The Calculation Agent will, as soon as practicable after 11:00 a.m. (Central European time) on each Reset Interest Determination Date, determine the Subsequent Fixed Interest Rate in respect of each Interest Period falling within the relevant Reset Period.

(f) Publication of Subsequent Fixed Interest Rates

The Issuer shall cause notice of each Subsequent Fixed Interest Rate determined in accordance with this Condition 4 (*Interest Payments*) in respect of each relevant Interest Period to be given to the Principal Paying Agent, the Paying Agents, any stock exchange on which the Securities are for the time being listed or admitted to trading and, in accordance with Condition 17 (*Notices*), the Holders, in each case as soon as practicable after its determination but in any event not later than the fourth Business Day thereafter.

(g) Calculation Agent and Reset Reference Banks

With effect from the First Reset Date, the Issuer will maintain a Calculation Agent and Reset Reference Banks where the Interest Rate is to be calculated by reference to them. The name of the initial Calculation Agent and its initial specified office is set out at the end of these Conditions.

The Issuer may from time to time replace the Calculation Agent or any Reset Reference Bank with another leading financial institution. If the Calculation Agent is unable or unwilling to continue to act as the Calculation Agent or fails duly to determine a Subsequent Fixed Interest Rate in respect of any Interest Period as provided in Condition 4(d), the Issuer shall forthwith appoint another leading financial institution to act as such in its place. The Calculation Agent may not resign its duties or be removed without a successor having been appointed as aforesaid.

(h) Determinations of Calculation Agent Binding

All notifications, opinions, determinations, certificates, calculations and decisions given, expressed, made or obtained for the purposes of this Condition 4 (*Interest Payments*) by the Calculation Agent shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Calculation Agent, Principal Paying Agent, the Paying Agents and all Holders and Couponholders and (in the absence as aforesaid) no liability to the Holders, the Couponholders or the Issuer shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of any of its powers, duties and discretions.

(i) Benchmark discontinuation

(i) Independent Adviser

(A) If a Benchmark Event occurs in relation to the Original Reference Rate when any Interest Rate (or any component part thereof) remains to be determined by reference to the Original Reference Rate, the Issuer shall use its reasonable endeavours to appoint an Independent

Adviser, as soon as reasonably practicable (provided that such appointment need not be made earlier than with effect from 30 days prior to the first date on which the Original Reference Rate is to be used to determine any Interest Rate (or any component part thereof)), to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 4(i)(ii)) and, in either case, an Adjustment Spread and any Benchmark Amendments (in accordance with Condition 4(i)(iv)).

In making such determination, the Independent Adviser appointed pursuant to this Condition 4(i) shall act in good faith and in a commercially reasonable manner as an expert. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Principal Paying Agent, the Paying Agents, the Holders (or the holders of Receipts or Coupons or Talons) for any determination made by it and for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 4(i).

(B) If (i) the Issuer is unable to appoint an Independent Adviser; or (ii) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with Condition 4(i)(ii) prior to the relevant Reset Interest Determination Date, the Reset Reference Rate applicable to the next succeeding Reset Period shall be the Reset Reference Rate that appeared on the most recent Reset Screen Page that was available. Where a different Margin is to be applied to the relevant Reset Period from that which applied to the last preceding Reset Period, the Margin relating to the relevant Reset Period shall be substituted in place of the Margin relating to that last preceding Reset Period. For the avoidance of doubt, this Condition 4(i)(i)(B) shall apply to the relevant next succeeding Reset Period only and any subsequent Reset Periods are subject to the subsequent operation of, and to adjustment as provided in, Condition 4(i)(i)(A).

(ii) Successor Rate or Alternative Rate

If the Independent Adviser determines that:

(A) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Interest Rate (or the relevant component part thereof) for all future payments of interest on the Securities (subject to the operation of this Condition 4(i)); or

(B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Interest Rate (or the relevant component part thereof) for all future payments of interest on the Securities (subject to the operation of this Condition 4(i)).

(iii) Adjustment Spread

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

(iv) Benchmark Amendments

If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread is determined in accordance with this Condition 4(i) and the Independent Adviser determines (i) that amendments to these Conditions and/or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and/or (in either case) the applicable Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (ii)

the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 4(i)(v), without any requirement for the consent or approval of Holders or Couponholders, vary these Conditions and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Principal Paying Agent of a certificate signed by two managing directors of the Issuer pursuant to Condition 4(i)(v), the Principal Paying Agent shall (at the expense of the Issuer), without any requirement for the consent or approval of the Holders or the Couponholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including by the execution of an agreement supplemental to or amending the Agency Agreement), provided that the Principal Paying Agent shall not be obliged so to concur if in the opinion of the Principal Paying Agent doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Principal Paying Agent in these Conditions or the Agency Agreement (including, for the avoidance of doubt, any supplemental agency agreement) in any way.

In connection with any such variation in accordance with this Condition 4(i)(iv), the Issuer shall comply with the rules of any stock exchange on which the Securities are for the time being listed or admitted to trading.

Notwithstanding any other provision of this Condition 4(i), no Successor Rate or Alternative Rate will be adopted, nor will the applicable Adjustment Spread be applied, nor will any Benchmark Amendments be made, if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to cause a reduction in or loss of the equity credit (or such other nomenclature that a Rating Agency may then use to describe the degree to which an instrument exhibits the characteristics of an ordinary share) for the Securities from a Rating Agency.

(v) Notices

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 4(i) will be notified promptly by the Issuer to the Principal Paying Agent, the Calculation Agent, the Paying Agents and, in accordance with Condition 17 (*Notices*), the Holders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Principal Paying Agent of the same, the Issuer shall deliver to the Principal Paying Agent a certificate signed by two managing directors of the Issuer:

(a) confirming (i) that a Benchmark Event has occurred, (ii) the Successor Rate or, as the case may be, the Alternative Rate (iii) the applicable Adjustment Spread and (iv) the specific terms of the Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 4(i); and

(b) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread.

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

Principal Paying Agent's or the Calculation Agent's or the Paying Agents' ability to rely on such certificate as aforesaid) be binding on the Issuer, the Principal Paying Agent, the Calculation Agent, the Paying Agents and the Holders.

(vi) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Condition 4(i)(i), (ii), (iii) and (iv), the Original Reference Rate and the fallback provisions provided for in Condition 4(d) will continue to apply unless and until a Benchmark Event has occurred.

(vii) Definitions

As used in this Condition 4(i):

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

(i) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate);

(ii) the Independent Adviser determines is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or (if Independent Adviser determines that no such spread is customarily applied);

(iii) the Independent Adviser determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be);

"**Alternative Rate**" means an alternative to the Original Reference Rate which the Independent Adviser determines in accordance with Condition 4(i)(ii) is customarily applied in international debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) in the same currency as the Securities;

"**Benchmark Amendments**" has the meaning given to it in Condition 4(i)(iv);

"**Benchmark Event**" means:

(1) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist; or

(2) a public statement by the administrator of the Original Reference Rate that it has ceased or that it will cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(3) a public statement by the supervisor of the administrator of the Original Reference Rate, that the Original Reference Rate has been or will be permanently or indefinitely discontinued; or

(4) a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, either generally, or in respect of the Securities; or

(5) a public statement by the regulatory supervisor for the administrator of the Original Reference Rate announcing that the Original Reference Rate is no longer representative; or

(6) it has or will, by a specified date within the following six months, become unlawful for any Paying Agent, the Calculation Agent, the Issuer or other party to calculate any payments due to be made to any Holder using the Original Reference Rate,

provided that in the case of sub-paragraphs (2), (3) and (4), the Benchmark Event shall occur on the date of the cessation of publication of the Original Reference Rate, the discontinuation of the Original Reference Rate, or the prohibition of use of the Original Reference Rate, as the case may be, and not the date of the relevant public statement;

"**Independent Adviser**" means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer under Condition 4(i)(i);

"**Original Reference Rate**" means the originally-specified Reset Reference Rate used to determine the Interest Rate (or any component part thereof) on the Securities (or, if applicable, any other Successor Rate or Alternative Rate (or any component part thereof) determined and applicable to the Securities pursuant to the earlier application of this Condition 4(i));

"**Relevant Nominating Body**" means, in respect of the Reset Reference Rate:

(i) the central bank for the currency to which the Reset Reference Rate relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the Reset Reference Rate; or

(ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the Reset Reference Rate relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the Reset Reference Rate, (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof;

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

5. DEFERRAL OF INTEREST

(a) Deferral of Interest

Notwithstanding the provisions of Condition 4(a), the Issuer may, at its discretion, elect to defer payment of all or part of any Scheduled Interest (the amount so deferred, "**Deferred Interest**") which is otherwise scheduled to be paid on an Interest Payment Date by giving notice (a "**Deferral Notice**") of such election to the Holders in accordance with Condition 17 (*Notices*) and to the Principal Paying Agent and the Calculation Agent (which notices shall be irrevocable) not more than 14 nor less than 7 Business Days prior to the relevant Interest Payment Date. Subject to Condition 5(c), if the Issuer elects not to make payment of all or part of any Scheduled Interest on an Interest Payment Date, then it will not have any obligation to pay such interest on the relevant Interest Payment Date and any such

non-payment of interest will not constitute an Event of Default or any other breach of its obligations under the Securities or for any other purpose.

(b) Optional Settlement

Arrears of Interest (as defined below) may be satisfied at the option of the Issuer in whole or in part at any Optional Settlement Date following delivery of a notice to such effect given by the Issuer to the Holders in accordance with Condition 17 (*Notices*) and to the Principal Paying Agent and the Calculation Agent (which notices shall be irrevocable) not more than 14 nor less than 7 Business Days prior to the relevant Optional Settlement Date informing them of its election to so satisfy such Arrears of Interest (or part thereof) and specifying the relevant Optional Settlement Date.

Any Deferred Interest shall itself bear interest (such further interest together with the Deferred Interest being, as long as not paid, "**Arrears of Interest**"), at the Interest Rate applicable to the Securities from time to time, from (and including) the date on which (but for such deferral) the Deferred Interest would otherwise have been due to be paid to (but excluding) the relevant Optional Settlement Date or, as appropriate, such other date on which such Deferred Interest is paid in accordance with Condition 5(c), in each case such further interest being compounded on each Interest Payment Date.

Non-payment of Arrears of Interest shall not constitute an Event of Default by the Issuer under the Securities or for any other purpose, unless such payment is required in accordance with Condition 5(c).

(c) Mandatory Settlement

The Issuer shall pay any outstanding Arrears of Interest, in whole but not in part, on the first occurring Mandatory Settlement Date following the Interest Payment Date on which Deferred Interest first arose.

6. REDEMPTION AND PURCHASE

(a) No Maturity Date

The Securities are perpetual securities and have no fixed maturity date. The Issuer shall (subject to the provisions of Condition 2(b) (*Subordination*) and Condition 3 (*Winding-up*) and without prejudice to the provisions of Condition 12 (*Prescription*)) only have the right to redeem the Securities in accordance with this Condition 6 (*Redemption and Purchase*).

(b) Optional redemption by the Issuer

The Issuer may, upon not more than 45 days' nor less than 15 days' notice to the Holders in accordance with Condition 17 (*Notices*) and, not less than 2 Business Days before the date on which notice is given to the Holders, to the Principal Paying Agent (all of which notices shall be irrevocable), redeem all, but not some only, of the Securities at any time from (and including) the First Call Date to (and including) the First Reset Date, and thereafter on each Interest Payment Date, at their principal amount, together with any accrued and unpaid interest thereon up to (but excluding) the redemption date and any outstanding Arrears of Interest and Additional Amounts.

(c) Redemption for Taxation Reasons

(i) The Issuer may upon not more than 45 days' nor less than 15 days' notice to the Holders in accordance with Condition 17 (*Notices*) and, not less than 2 Business Days before the date on which notice is given to the Holders, to the Principal Paying Agent (all of which notices shall be irrevocable) redeem all, but not some only, of the Securities by reason of a Withholding Tax Event, *provided that* such Withholding Tax Event cannot be avoided by the Issuer taking reasonable measures available to it and no such notice of redemption shall be given earlier than

90 days prior to the earliest date on which the Issuer would be obliged to pay such Additional Amounts if a payment in respect of the Securities were then due.

Upon such redemption, the Issuer will redeem the Securities at their principal amount, together with accrued and unpaid interest thereon up to (but excluding) the redemption date and any outstanding Arrears of Interest and Additional Amounts.

(ii) The Issuer may also upon not more than 45 days' nor less than 15 days' notice to the Holders in accordance with Condition 17 (*Notices*) and, not less than 2 Business Days before the date on which notice is given to the Holders, to the Principal Paying Agent (all of which notices shall be irrevocable) redeem all, but not some only, of the Securities by reason of a Tax Deduction Event, *provided that* such Tax Deduction Event cannot be avoided by the Issuer taking reasonable measures available to it and no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which interest payments under the Securities will no longer be tax deductible by the Issuer for Dutch corporate income tax purposes.

Upon such redemption, the Issuer will redeem the Securities at (1) 101 per cent. of their principal amount (where such redemption occurs prior to the First Call Date) or (2) at their principal amount (where such redemption occurs on or after the First Call Date), together, in each case, with any accrued and unpaid interest thereon up to (but excluding) the redemption date and any outstanding Arrears of Interest and Additional Amounts.

(d) Redemption for Rating Reasons

If, immediately prior to the giving of the notice referred to below, a Rating Event has occurred and is continuing, then the Issuer may, subject to having given not more than 45 days' nor less than 15 days' notice to the Holders in accordance with Condition 17 (*Notices*) and, not less than 2 Business Days before the date on which notice is given to the Holders, to the Principal Paying Agent (all of which notices shall be irrevocable), redeem all, but not some only, of the Securities at any time at (i) 101 per cent. of their principal amount (where such redemption occurs prior to the First Call Date) or (ii) their principal amount (where such redemption occurs on or after the First Call Date), together, in each case, with any accrued and unpaid interest up thereon to (but excluding) the redemption date and any outstanding Arrears of Interest and Additional Amounts.

(e) Redemption for Accounting Reasons

If, immediately prior to the giving of the notice referred to below, an Accounting Event has occurred and is continuing, then the Issuer may, subject to having given not more than 45 days' nor less than 15 days' notice to the Holders in accordance with Condition 17 (*Notices*) and, not less than 2 Business Days before the date on which notice is given to the Holders, to the Principal Paying Agent (all of which notices shall be irrevocable), redeem all, but not some only, of the Securities at any time at (i) 101 per cent. of their principal amount (where such redemption occurs prior to the First Call Date) or (ii) their principal amount (where such redemption occurs on or after the First Call Date), together, in each case, with any accrued and unpaid interest thereon up to (but excluding) the redemption date and any outstanding Arrears of Interest and Additional Amounts.

The period during which the Issuer may notify the redemption of the Securities as a result of the occurrence of an Accounting Event shall start on the Accounting Event Adoption Date. For the avoidance of doubt such period shall include any transitional period between the Accounting Event Adoption Date and the date on which it comes into effect.

(f) Redemption following Substantial Repurchase

If, immediately prior to the giving of the notice referred to below, a Substantial Repurchase Event has occurred, then the Issuer may, having given not more than 45 days' nor less than 15 days' notice to the

Holders in accordance with Condition 17 (*Notices*) and, not less than 2 Business Days before the date on which notice is given to the Holders, to the Principal Paying Agent (all of which notices shall be irrevocable), redeem all, but not some only, of the Securities at any time at their principal amount together with accrued and unpaid interest thereon up to (but excluding) the redemption date and any outstanding Arrears of Interest and Additional Amounts.

(g) Make-whole redemption by the Issuer

The Issuer may, upon not more than 45 days' nor less than 15 days' notice to the Holders in accordance with Condition 17 (*Notices*) and, not less than 2 Business Days before the date on which notice is given to the Holders, to the Principal Paying Agent (all of which notices shall be irrevocable), redeem all, but not some only, of the Securities (A) at any time from the Issue Date to, but excluding, the First Call Date and (B) from, and excluding, the First Reset Date on any date that is not an Interest Payment Date (the "**Make-whole Redemption Date**") at the Make-whole Redemption Amount (the "**Make-whole Redemption**").

7. SUBSTITUTION OR VARIATION

In the event of a Withholding Tax Event, a Tax Deduction Event, a Rating Event or an Accounting Event, the Issuer may, as is reasonably necessary, and without the consent of the Holders (and the Holders hereby irrevocably agree in advance that the Issuer may do so without any further consent of the Holders being required), at any time either (i) substitute all, but not some only, of the Securities for, or (ii) vary the terms of the Securities with the effect that they remain or become, as the case may be, Qualifying Securities. The Issuer may combine a substitution of itself as issuer pursuant to Condition 16 (*Substitution of the Issuer*) with such substitution or variation pursuant to this Condition 7 if all provisions of this Condition 7 and Condition 16 (*Substitution of the Issuer*) are satisfied.

The Securities may only be substituted, or their terms varied, if the substitution or variation does not itself give rise to a Withholding Tax Event, a Tax Deduction Event, a Rating Event or an Accounting Event. The Issuer shall as soon as practicable give notice of such modification to the Holders in accordance with Condition 17 (*Notices*) and to the Agents (all of which notices shall be irrevocable).

8. PURCHASES AND CANCELLATION

(a) Purchases

The Issuer or any Subsidiary of the Issuer may at any time purchase Securities in the open market or otherwise and at any price. Securities purchased by the Issuer may be held, reissued, resold or, at the option of the Issuer, be surrendered to any Paying Agent for cancellation in accordance with Condition 8(b) (*Cancellation*) below. Any Securities so purchased, while held by or on behalf of the Issuer or any Subsidiary of the Issuer, shall not entitle the Holder to vote at any meetings of the Holders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Holders or for the purposes of Condition 15 (*Meeting of Securityholders and Modification*).

(b) Cancellation

Any Securities cancelled may not be reissued or resold. The obligations of the Issuer in respect of any such Securities shall be discharged.

9. PAYMENTS

(a) Principal

Payments of principal shall be made only against presentation and (*provided that* payment is made in full) surrender of Securities at the specified office of any Paying Agent outside the United States by Euro cheque drawn on, or by transfer to a Euro account (or other account to which Euro may be

credited or transferred) maintained by the payee with, a bank in a city in which banks have access to T2.

(b) Interest

Payments of interest shall, subject to paragraphs (d) (*Deduction for unmatured Coupons*) below, be made only against presentation and, provided that payment is made in full, surrender of the appropriate Coupons at the specified office of any Paying Agent outside the United States in the manner described in paragraph (a) (*Principal*) above.

(c) Payments subject to fiscal laws

All payments in respect of the Securities are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 11 (*Taxation*). No commissions or expenses shall be charged to the Holders or Couponholders in respect of such payments.

(d) Deduction for unmatured Coupons

If a Security is presented without all unmatured Coupons relating thereto, then:

(i) if the aggregate amount of the missing Coupons is less than or equal to the amount of principal due for payment, a sum equal to the aggregate amount of the missing Coupons will be deducted from the amount of principal due for payment; *provided, however, that* if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of such missing Coupons which the gross amount actually available for payment bears to the amount of principal due for payment;

(ii) if the aggregate amount of the missing Coupons is greater than the amount of principal due for payment:

(A) so many of such missing Coupons shall become void (in inverse order of maturity) as will result in the aggregate amount of the remainder of such missing Coupons (the "**Relevant Coupons**") being equal to the amount of principal due for payment; provided, however, that where this sub-paragraph would otherwise require a fraction of a missing Coupon to become void, such missing Coupon shall become void in its entirety; and

(B) a sum equal to the aggregate amount of the Relevant Coupons (or, if less, the amount of principal due for payment) will be deducted from the amount of principal due for payment; *provided, however, that*, if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of the Relevant Coupons (or, as the case may be, the amount of principal due for payment) which the gross amount actually available for payment bears to the amount of principal due for payment.

Each sum of principal so deducted shall be paid in the manner provided in paragraph (a) (*Principal*) above against presentation and (*provided that* payment is made in full) surrender of the relevant missing Coupons. No payments will be made in respect of void coupons.

(e) Payments on business days

If the due date for payment of any amount in respect of any Security or Coupon is not a business day in the place of presentation, the holder shall not be entitled to payment in such place of the amount due until the next succeeding business day in such place and shall not be entitled to any further interest or other payment in respect of any such delay. In this paragraph, "**business day**" means, in respect of

any place of presentation, any day on which banks are open for presentation and payment of bearer debt securities and for dealings in foreign currencies in such place of presentation and, in the case of payment by transfer to a Euro account as referred to above, on which T2 is open.

(f) *Partial payments*

If a Paying Agent makes a partial payment in respect of any Security or Coupon presented to it for payment, such Paying Agent will endorse thereon a statement indicating the amount and date of such payment.

(g) *Exchange of Talons*

On or after the maturity date of the final Coupon which is (or was at the time of issue) part of a coupon sheet relating to the Securities, the talon forming part of such coupon sheet may be exchanged at the specified office of the Principal Paying Agent for a further coupon sheet (including a further Talon but excluding any Coupons in respect of which claims have already become void). Upon the due date for redemption of any Security, any unexchanged talon relating to such Security shall become void and no Coupon will be delivered in respect of such talon.

10. EVENTS OF DEFAULT

(i) If any of the following events (each an "**Event of Default**") occurs:

(a) *Non-payment*

subject to Condition 5(a) (*Deferral of Interest*), default is made in the payment of any amount in respect of the Securities on the due date for payment thereof within 14 days after the date upon which such amount became due; or

(b) *Winding-up*

an order is made or an effective resolution is passed for the Winding-up of the Issuer (except in the case of a winding-up for the purpose of a merger, reconstruction or amalgamation the terms of which have previously been approved by an Extraordinary Resolution (as defined in the Agency Agreement) of the Holders),

then, in the case of paragraph (a) (*Non-payment*), the Holder of such Security may, at its discretion and, subject to any applicable laws, without further notice, institute proceedings for the Winding-up of the Issuer in The Netherlands (but not elsewhere) and/or prove in any Winding-up of the Issuer, but may take no other action in respect of such default and, in the case of paragraph (b) (*Winding-up*), the Securities will immediately become due and repayable at their principal amount together with accrued interest and any Arrears of Interest and/or the Holder of such Security may prove in the Winding-up of the Issuer, subject always to the ranking provided in Condition 2 (*Status and Subordination*) and Condition 3 (*Winding-up*).

Except as provided in this Condition 10 (*Events of Default*), a Holder shall otherwise have no right to accelerate payment of any Security in the case of an Event of Default.

(ii) Subject as provided in this Condition 10 (*Events of Default*), any Holder may at its discretion and without further notice institute such proceedings against the Issuer as it may think fit to enforce any term or condition binding on the Issuer under the Agency Agreement or the Securities *provided that* the Issuer shall not by virtue of the institution of any such proceedings be obliged to pay any sum or sums, in cash or otherwise, sooner than the same would otherwise have been payable by it.

11. TAXATION

All payments of principal, interest, Arrears of Interest and Additional Amounts in respect of the Securities and the Coupons by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of The Netherlands or any political subdivision thereof or any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law. In that event the Issuer shall pay such additional amounts ("**Additional Amounts**") as will result in receipt by the Holders and the Couponholders after such withholding or deduction of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Security or Coupon:

(a) presented for payment by or on behalf of a Holder which is liable to such taxes, duties, assessments or governmental charges in respect of such Security or Coupon by reason of its having some connection with The Netherlands other than the mere holding of the Security or Coupon; or

(b) presented for payment by or on behalf of a Holder who would have been able to avoid such withholding or deduction by presenting the relevant Security or Coupon to another Paying Agent in a member state of the European Union; or

(c) presented for payment more than 30 days after the Relevant Date except to the extent that the holder of such Security or Coupon would have been entitled to such additional amounts on presenting such Security or Coupon for payment on the last day of such period of 30 days; or

(d) presented for payment by or on behalf of a Holder who would not be liable or subject to such withholding or deduction if it were to comply with a statutory requirement or to make a declaration of non-residence or other similar claim for exemption and fails to do so; or

(e) where such withholding or deduction is required to be made pursuant to the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*).

In these Conditions, "**Relevant Date**" means whichever is the later of (1) the date on which the payment in question first becomes due and (2) if the full amount payable has not been received in a city in which banks have access to T2 by the Principal Paying Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Holders.

Any reference in these Conditions to principal or interest shall be deemed to include (i) any Arrears of Interest and (ii) any Additional Amounts in respect of principal, interest or Arrears of Interest (as the case may be) which may be payable under this Condition 11 (*Taxation*).

If the Issuer becomes subject at any time to any taxing jurisdiction other than The Netherlands, references in these Conditions to The Netherlands shall be construed as references to The Netherlands and/or such other jurisdiction.

12. PRESCRIPTION

Claims for principal, interest, Arrears of Interest and Additional Amounts on redemption shall become void unless Securities or Coupons are surrendered for payment within five years of the appropriate relevant due date.

13. REPLACEMENT OF SECURITIES AND COUPONS

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

14. AGENTS

In acting under the Agency Agreement and in connection with the Securities, the Agents act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for or with any of the Holders.

The initial Agents and their initial specified offices are listed below. The Issuer reserves the right at any time to vary or terminate the appointment of any Agent and to appoint a successor, principal paying agent, paying agent or calculation agent and additional or successor paying agents; *provided, however, that* the Issuer shall (a) at all times maintain a principal paying agent and a calculation agent and (b) for so long as the Securities are listed on The Irish Stock Exchange plc trading as Euronext Dublin, or any other stock exchange or regulated securities market and the rules of such exchange or securities market so require, a paying agent having a specified office in such location as the rules of such exchange or securities market may require.

Notice of any change in any of the Agents or in their specified offices shall promptly be given to the Securityholders.

All calculations and determinations made by the Calculation Agent or the Agent in relation to the Securities shall (save in the case of manifest error) be final and binding on the Issuer, the Paying Agents and the Holders.

None of the Issuer and the Paying Agents shall have any responsibility to any person for any errors or omissions in any calculation by the Calculation Agent.

15. MEETINGS OF SECURITYHOLDERS AND MODIFICATION

(a) *Meeting of Securityholders*

The Agency Agreement contains provisions for convening both physical and virtual meetings of Securityholders to consider matters relating to the Securities, including the modification of any provision of these Conditions. Any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened by the Issuer and shall be convened upon the request in writing of Securityholders holding not less than ten per cent. of the aggregate principal amount of the outstanding Securities. The quorum at any meeting convened to vote on an Extraordinary Resolution will be two or more persons holding or representing a clear majority of the aggregate principal amount of the outstanding Securities or, at any adjourned meeting, two or more persons being or representing Securityholders whatever the principal amount of the Securities held or represented; *provided, however, that* certain proposals (including any proposal to change any date fixed for payment of principal or interest in respect of the Securities, to reduce the amount of principal or interest payable on any date in respect of the Securities, to alter the method of calculating the amount of any payment in respect of the Securities or the date for any such payment, to change the currency of payments under the Securities or to change the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution (each, a "**Reserved Matter**")) may only be sanctioned by an Extraordinary Resolution passed at a meeting of Securityholders at which two or more persons holding or representing not less than two thirds or, at any adjourned meeting, one third of the aggregate principal

amount of the outstanding Securities form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Securityholders and Couponholders, whether present or not.

In addition, a resolution in writing signed by or on behalf of all Securityholders who for the time being are entitled to receive notice of a meeting of Securityholders will take effect as if it were an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Securityholders.

(b) *Modification*

The Securities and these Conditions may be amended without the consent of the Securityholders or the Couponholders to correct a manifest error or in accordance with Condition 4(i) (*Benchmark discontinuation*). In addition, the parties to the Agency Agreement may agree to modify any provision thereof, but the Issuer shall not agree, without the consent of the Securityholders, to any such modification unless it is of a formal, minor or technical nature, it is made to correct a manifest error or it is, as reasonably determined by the Issuer in consultation with an independent investment bank or counsel of international standing, not materially prejudicial to the interests of the Securityholders.

16. SUBSTITUTION OF THE ISSUER

(a) The Issuer may, and the Holders hereby irrevocably agree in advance that the Issuer may without any further consent of the Holders being required, when no payment of principal of or interest on any of the Securities is in default, be replaced and substituted by any directly or indirectly wholly owned Subsidiary of the Issuer (the "**Substituted Debtor**") as principal debtor in respect of the Securities provided that:

(i) such documents shall be executed by the Substituted Debtor and the Issuer as may be necessary to give full effect to the substitution (together the "**Documents**") and (without limiting the generality of the foregoing) pursuant to which the Substituted Debtor shall undertake in favour of each Holder to be bound by the Terms and Conditions of the Securities and the provisions of the Agency Agreement as fully as if the Substituted Debtor had been named in the Securities and the Agency Agreement as the principal debtor in respect of the Securities in place of the Issuer and pursuant to which the Issuer shall guarantee, which guarantee shall be unconditional and irrevocable (the "**Guarantee**"), in favour of each Holder the payment of all sums payable (including any Additional Amounts payable pursuant to Condition 11 (*Taxation*)) in respect of the Securities;

(ii) where the Substituted Debtor is incorporated, domiciled or resident for taxation purposes in a territory other than The Netherlands, the Documents shall contain a covenant and/or such other provisions as may be necessary to ensure that each Holder has the benefit of a covenant in terms corresponding to the provisions of Condition 11 (*Taxation*) with the substitution for the references to The Netherlands of references to the territory in which the Substituted Debtor is incorporated, domiciled and/or resident for taxation purposes. The Documents shall also contain a covenant by the Substituted Debtor and the Issuer to indemnify and hold harmless each Holder against all liabilities, costs, charges and expenses (provided that insofar as the liabilities, costs, charges and expenses are taxes or duties, the same arise by reason of a law or regulation having legal effect or being in reasonable contemplation thereof on the date such substitution becomes effective) which may be incurred by or levied against such holder as a result of any substitution pursuant to this Condition and which would not have been so incurred or levied had such substitution not been made (and, without limiting the foregoing, such liabilities, costs, charges and expenses shall include any and all taxes or duties which are imposed on any such Holder by any political sub-division or taxing authority of any country

in which such Holder resides or is subject to any such tax or duty and which would not have been so imposed had such substitution not been made);

(iii) the Documents shall contain a warranty and representation by the Substituted Debtor and the Issuer (a) that each of the Substituted Debtor and the Issuer has obtained all necessary governmental and regulatory approvals and consents for such substitution and the performance of its obligations under the Documents, and that all such approvals and consents are in full force and effect and (b) that the obligations assumed by each of the Substituted Debtor and the Issuer under the Documents are all valid and binding in accordance with their respective terms and enforceable by each Holder;

(iv) each stock exchange which has Securities listed thereon shall have confirmed that following the proposed substitution of the Substituted Debtor the Securities would continue to be listed on such stock exchange;

(v) the Substituted Debtor shall have received a legal opinion from a leading firm of local lawyers acting for the Substituted Debtor to the effect that the Documents constitute legal, valid and binding obligations of the Substituted Debtor, such opinion to be dated not more than three days prior to the date of substitution of the Substituted Debtor for the Issuer and to be available for inspection by Holders at the specified office of the Principal Paying Agent;

(vi) the Issuer shall have received a legal opinion from a leading firm of Dutch lawyers to the effect that the Documents (including the Guarantee) constitute legal, valid and binding obligations of the Issuer, such opinion to be dated not more than three days prior to the date of substitution of the Substituted Debtor for the Issuer and to be available for inspection by Holders at the specified office of the Principal Paying Agent; and

(vii) the Issuer shall have received a legal opinion from a leading firm of Dutch lawyers to the effect that the Documents (including the Guarantee) constitute legal, valid and binding obligations of the Substituted Debtor and the Issuer under Dutch law, such opinion to be dated not more than three days prior to the date of substitution of the Substituted Debtor for the Issuer and to be available for inspection by Holders at the specified office of the Principal Paying Agent.

(b) In connection with any substitution effected pursuant to this Condition, neither the Issuer nor the Substituted Debtor need have any regard to the consequences of any such substitution for individual Holders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and no Holder, except as provided in Condition 16(a)(ii), shall be entitled to claim from the Issuer or any Substituted Debtor under the Securities any indemnification or payment in respect of any tax or other consequences arising from such substitution;

(c) In respect of any substitution pursuant to this Condition in respect of the Securities, the Documents referred to in Condition 16(a) above shall provide for such further amendment of the Terms and Conditions of the Securities as shall be necessary or desirable to ensure that the Securities constitute subordinated obligations of the Substituted Debtor, subordinated to no greater than the same extent as the Issuer's obligations prior to its substitution to make payments of principal in respect of the Securities under Condition 2 (*Status and Subordination*), such that the Substituted Debtor will only be obliged to make payments of principal in respect of the Securities to the extent that the Issuer would have been so obliged under Condition 2 (*Status and Subordination*) of the Terms and Conditions had it remained as principal obligor under the Securities.

(d) With respect to the Securities, the Issuer shall be entitled, by notice to the Holders given in accordance with Condition 17 (*Notices*), at any time to effect a substitution which does not comply with paragraph (c) above provided that the terms of such substitution have been approved by an Extraordinary

Resolution of the Holders or to waive all and any rights to effect a substitution of the principal debtor pursuant to this Condition. Any such notice of waiver shall be irrevocable.

(e) Upon the execution of the Documents as referred to in paragraph (a) above, and subject to the notice as referred to in paragraph (g) below having been given, the Substituted Debtor shall be deemed to be named in the Securities as the principal debtor in place of the Issuer and the Securities shall thereupon be deemed to be amended to give effect to the substitution. The execution of the Documents shall operate to release the Issuer as issuer from all of its obligations as principal debtor in respect of the Securities save that any claims under the Securities prior to release shall enure for the benefit of Holders.

(f) The Documents shall be deposited with and held by the Principal Paying Agent for so long as any Securities remain outstanding and for so long as any claim made against the Substituted Debtor by any Holder in relation to the Securities or the Documents shall not have been finally adjudicated, settled or discharged. The Substituted Debtor and the Issuer shall acknowledge in the Documents the right of every Holder to the production of the Documents for the enforcement of any of the Securities or the Documents.

(g) Not later than 15 days after the execution of the Documents, the Substituted Debtor shall give notice thereof to the Holders in accordance with Condition 17 (*Notices*) and to the Agents.

17. NOTICES

Notices to Holders shall be given by publication in the English language in a daily newspaper having general circulation in The Netherlands (which is expected to be *Het Financieele Dagblad)*. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above. Couponholders shall be deemed for all purposes to have been given notice of the contents of any notice given to Holders.

18. FURTHER ISSUES

The Issuer may from time to time, without the consent of the Holders or the Couponholders, create and issue further Securities having the same terms and conditions in all respects (or in all respects except for the first payment of interest) and so as to form a single series with the Securities.

19. GOVERNING LAW AND SUBMISSION TO JURISDICTION

(a) The Agency Agreement, these Terms and Conditions, the Securities and the Coupons are governed by, and shall be construed in accordance with, the laws of The Netherlands.

(b) The Issuer submits for the exclusive benefit of the Holders and the Couponholders to the jurisdiction of the court of first instance (*rechtbank*) of Amsterdam, The Netherlands, judging in first instance, and its appellate courts. Without prejudice to the foregoing, the Issuer further irrevocably agrees that any suit, action, proceedings or disputes which may arise out of or in connection with the Agency Agreement and the Securities and any non-contractual obligations arising out of or in connection therewith may be brought in any other court of competent jurisdiction.

20. DEFINITIONS

In these Terms and Conditions:

the "**2020 Securities**" means the €300,000,000 Reset Rate Perpetual Capital Securities (XS2228900556) issued by the Issuer on 10 September 2020;

an "**Accounting Event**" shall be deemed to occur if a recognised accountancy firm, acting upon instructions of the Issuer, has delivered a letter or report to the Issuer, stating that, as a result of a change in accounting principles or methodology (or the application thereof) after the Issue Date (the earlier of

such date that the aforementioned change is officially announced by the relevant body of the International Financial Reporting Standards ("**IFRS**") or officially adopted or put into practice, the "**Accounting Event Adoption Date**"), the Securities may not or may no longer be recorded as "equity" in full in the audited annual or the semi-annual consolidated financial statements of the Issuer pursuant to the IFRS or any other accounting standards that may replace IFRS; the Accounting Event shall be deemed to have occurred on the Accounting Event Adoption Date notwithstanding any later effective date;

"**Additional Amounts**" has the meaning ascribed thereto in Condition 11 (*Taxation*);

"**Agency Agreement**" has the meaning ascribed to it in the preamble;

"**Agents**" means the Principal Paying Agent, the other Paying Agents and the Calculation Agent;

"**Arrears of Interest**" has the meaning ascribed to it in Condition 5(b) (*Optional Settlement*);

"**Business Day**" means a day, other than a Saturday or Sunday, which is a T2 Settlement Day and on which commercial banks and foreign exchange markets are open for general business in Amsterdam and London;

"**Calculation Agent**" means Citibank, N.A., London Branch as calculation agent in relation to the Securities, or its successor or successors for the time being appointed under the Agency Agreement;

"**Calculation Amount**" means €1,000;

"**Calculation Date**" means the third Business Day preceding the Make-whole Redemption Date;

"**Condition**" means any of the numbered paragraphs of these Terms and Conditions of the Securities;

"**Cooperative Loan**" means the perpetual subordinated loan advanced to the Issuer by the Parent (on the Issue Date having an outstanding principal amount of €140 million);

"**Coupons**" has the meaning ascribed to it in the preamble;

"**Couponholder**" has the meaning ascribed to it in the preamble;

"**Deferred Interest**" has the meaning ascribed to it in Condition 5(a) (*Deferral of Interest*);

"**Deferral Notice**" has the meaning ascribed to it in Condition 5(a) (*Deferral of Interest*);

"**Event of Default**" has the meaning ascribed to it in Condition 10 (*Events of Default*);

"**First Call Date**" means 23 October 2029;

"**First Fixed Interest Rate**" has the meaning ascribed to it in Condition 4(c);

"**First Reset Date**" means 23 January 2030;

"**Holder**" has the meaning ascribed to it in the preamble;

"**Interest Payment Date**" means 23 January in each year, commencing on (and including) 23 January 2025;

"**Interest Period**" means the period commencing on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period commencing on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date or the date of redemption, as the case may be;

"**Interest Rate**" means the First Fixed Interest Rate and each Subsequent Fixed Interest Rate, as the case may be;

"**Issue Date**" means 23 October 2024;

"**Issuer**" means Royal FrieslandCampina N.V.;

"**Junior Instruments**" has the meaning ascribed to it in Condition 3 (*Winding-up*);

"**Liquidity Agreement**" means the liquidity agreement (*liquiditeitovereenkomst*) between the Issuer and Coöperatieve Rabobank U.A. (or any successor thereof) in respect of the internal market for Member Bonds, as amended from time to time;

"**Make-whole Redemption**" has the meaning ascribed thereto in Condition 6(g);

"**Make-whole Redemption Amount**" means the sum of:

(i) means the sum of: (i) the greater of (x) the principal amount of the Securities so redeemed and (y) the sum of the then present values of the remaining scheduled payments of principal and interest on such Securities (A) to the First Call Date, if the relevant Make-whole Redemption Date occurs prior to the First Call Date, or (B) to the next succeeding Interest Payment Date, if the relevant Make-whole Redemption Date occurs after the First Reset Date, discounted, in each case, to the relevant Make-whole Redemption Date on an annual basis at the Make-whole Redemption Rate plus a Make-whole Redemption Margin; and

(ii) any interest accrued but not paid on the Securities to, but excluding, the Make-whole Redemption Date, as determined by the Quotation Agent and as notified on the Calculation Date by the Quotation Agent to the Issuer and the Principal Paying Agent;

"**Make-whole Redemption Date**" has the meaning ascribed thereto in Condition 6(g);

"**Make-whole Redemption Margin**" means 0.450 per cent.;

"**Make-whole Redemption Rate**" means (i) the mid-market yield to maturity of the Reference Security which appears on the Relevant Make-whole Screen Page on the Calculation Date at 11:00 hours (Central European time) or (ii) to the extent that the mid-market yield to maturity does not appear on the Relevant Make-whole Screen Page at such time, the average of the number of quotations given by the Reference Dealers of the mid-market yield to maturity of the Reference Security on the Calculation Date at or around 11:00 hours (Central European time);

"**Mandatory Settlement Date**" means the earlier of:

(i) the 10th Business Day following the date on which a Mandatory Settlement Event occurs; or

(ii) an Interest Payment Date in respect of which the Issuer has not elected to defer in whole payment of the relevant Scheduled Interest; or

(iii) the date on which the Securities are (A) redeemed or repaid in accordance with Condition 6 (*Redemption and Purchase*) or Condition 10 (*Events of Default*), (B) substituted, or their terms varied, in accordance with Condition 7 (*Substitution or Variation*), or (C) repurchased (whether by the Issuer or any Subsidiary of the Issuer) in accordance with Condition 8 (*Purchases and Cancellation*); or

(iv) the liquidation of the Issuer;

"**Mandatory Settlement Event**" means:

(i) a dividend (either interim or final), or any other distribution or payment was validly resolved on, declared, paid or made in respect of any Junior Instruments or Parity Obligations, except where (A) such distribution or dividend or other payment was required to be made in respect of any stock option plan of the Issuer or any Subsidiary of the Issuer; or (B) such distribution, dividend or other payment was required to be declared, paid or made under the terms of such Junior Instruments or Parity Obligations or by mandatory operation of law; or

(ii) if the Issuer determines, declares, makes available for payment or pays a Supplementary Cash Payment; or

(iii) the Issuer or any Subsidiary of the Issuer redeems, purchases, cancels, reduces or otherwise acquires, any Junior Instruments or any Parity Obligations, except where (A) such redemption, purchase, cancellation, reduction or other acquisition was required to be made in respect of any stock option plan or employee share scheme of the Issuer or any Subsidiary of the Issuer, or (B) for a conversion into or exchange for shares in the share capital of the Issuer, or (C) if the Issuer or any Subsidiary of the Issuer offers to repurchase or otherwise acquire all or some only of the Securities and Parity Obligations in a public offer where the amounts of the Securities and Parity Obligations repurchased or acquired are in proportion to their principal amounts then outstanding or at a purchase price per security which is below its par value; or (D) the Issuer or any Subsidiary of the Issuer is obliged under the terms and conditions of such Junior Instruments or Parity Obligations or by mandatory operation of law to make such redemption, purchase, cancellation, reduction or other acquisition; or (E) the Issuer purchases any Member Bonds and matches such purchase by the simultaneous issuance of an equal number of Member Bonds on a cash neutral basis as contemplated by the Member Bonds Market Rules or (F) the Issuer purchases any Member Bonds from Coöperatieve Rabobank U.A. (or any successor thereof) as liquidity provider in exchange for the issuance of new qualifying instruments having the same aggregate principal amount on a cash neutral basis all pursuant to and in accordance with the Liquidity Agreement;

"**Margin**" has the meaning ascribed to it in Condition 4(d);

"**Member Bonds**" means at any time the perpetual subordinated bonds free (*ledenobligaties-vrij*) then outstanding as issued by the Issuer to, *inter alia*, members of the Parent;

"**Member Bonds Market Rules**" means the rules relating to the internal market for Member Bonds of Royal FrieslandCampina N.V. (*reglement voor de onderhandse markt in ledenobligaties-vrij van Koninklijke FrieslandCampina N.V.*);

"**Milk Payment Creditors**" means all creditors that are at any time a member of the Parent and who hold a claim on the Issuer in connection with the delivery of milk under the Milk Price Regulation pursuant to the Issuer's statement of joint and several liability (as referred to in Section 2:403 paragraph 1 sub f of the Dutch Civil Code) in relation to FrieslandCampina B.V. in its capacity as limited partner of FC C.V.;

"**Milk Price Regulation**" means the milk price regulation (*melkgeldreglement*) of the Parent, as amended from time to time;

"**Optional Settlement Date**" means the date on which the Issuer voluntarily satisfies Arrears of Interest, as notified by the Issuer to the Holders, the Principal Paying Agent and the Calculation Agent in accordance with Condition 5(b) (*Optional Settlement*);

"**Parent**" means Zuivelcoöperatie FrieslandCampina U.A.;

"**Parity Obligations**" means:

(i) any obligations of the Issuer which rank, or are expressed to rank, *pari passu* with the Securities;

(ii) any obligations of any Subsidiary of the Issuer benefiting from a guarantee or support agreement entered into by the Issuer which ranks, or is expressed to rank, *pari passu* with the Securities;

(iii) the Member Bonds and the Cooperative Loan; and

(iv) the 2020 Securities.

"**Paying Agents**" has the meaning ascribed to it in the preamble;

"**Principal Paying Agent**" has the meaning ascribed to it in the preamble;

"**Qualifying Securities**" means securities that contain terms not materially less favourable to Holders than the terms of the Securities prior to the relevant substitution or variation (as reasonably determined by the Issuer (in consultation with an independent investment bank or counsel of international standing)) and provided that:

(a) they shall be issued by the Issuer or any wholly-owned direct or indirect Subsidiary of the Issuer with a guarantee of the Issuer, such that investors have the same material rights and claims as provided under the Securities; and

(b) they (and/or, as appropriate, the guarantee as aforesaid) shall rank *pari passu* on a Winding-up of the Issuer with the Securities; and

(c) they shall contain terms which provide for the same Interest Rate from time to time applying to the Securities and preserve the same Interest Payment Dates; and

(d) they shall preserve the obligations (including the obligations arising from the exercise of any right) of the Issuer as to redemption of the Securities, including (without limitation) as to timing of, and amounts payable upon, such redemption; and

(e) they shall not contain terms providing for loss absorption through principal write-down or conversion into Junior Instruments; and

(f) they shall otherwise contain substantially identical terms (as reasonably determined by the Issuer) to the Securities, save where (without prejudice to the requirement that the terms are not materially less favourable to Holders than the terms of the Securities as described above) any variations to such terms are required to be made to avoid the occurrence or effect of a Withholding Tax Event, a Tax Deduction Event, a Rating Event or, as the case may be, an Accounting Event; and

(g) they shall be listed on an internationally recognised stock exchange as selected by the Issuer (provided that the Securities immediately prior to the relevant substitution or variation were so listed prior to the occurrence of the Withholding Tax Event, Tax Deduction Event, Rating Event or, as the case may be, Accounting Event); and

(h) they shall, immediately after the relevant substitution or variation, be assigned at least the same credit rating(s) by the same Rating Agencies as may have been assigned to the Securities at the invitation of or with the consent of the Issuer immediately prior to the relevant substitution or variation;

"**Quotation Agent**" means the agent to be appointed by the Issuer if required for the determination of the Make-whole Redemption Amount;

"**Rating Agency**" means each of Fitch Ratings Ireland Ltd and S&P Global Ratings Europe Limited, and any other rating agency of equivalent international standing granting a rating to the Issuer and/or the Securities and in each case, any of their respective successors to the rating business thereof;

a "**Rating Event**" shall be deemed to occur if the Issuer certifies in a notice to the Holders that any Rating Agency, which has assigned a sponsored rating to the Issuer, has either published or confirmed to the Issuer an amendment, clarification, change in hybrid capital methodology or a change in the interpretation thereof or change in the "equity credit" criteria of any Rating Agency (or the application thereof), which amendment, clarification or change has occurred after the Issue Date, results in (i) all or any of the Securities being assigned a level of equity credit that is lower than the level or equivalent level of equity credit assigned to the Securities by such Rating Agency on the Issue Date (or if the Securities have been partially or fully re-financed since the Issue Date and are no longer eligible for equity credit in part or in full as a result, the Securities would no longer have been eligible as a result of such amendment, clarification, change in criteria or change in the interpretation had they not been re-financed), or if such equity credit was not assigned on the Issue Date, at the date when the equity credit was assigned for the first time or (ii) the length of time the Securities are assigned a level of "equity credit" by such Rating Agency is shortened as compared to the length of time they were assigned that level of "equity credit" by such Rating Agency under its "equity credit" criteria on the Issue Date or if such equity credit was not assigned on the Issue Date, at the date when the equity credit was assigned for the first time;

"**Reference Dealers**" means each of the four banks selected by the Quotation Agent which are primary European government security dealers, and their respective successors, or market makers in pricing corporate bond issues;

"**Reference Security**" means DBR 2.1 11/15/29 (ISIN: DE0001102622). If the Reference Security is no longer outstanding, a Similar Security will be chosen by the Quotation Agent at 11:00 hours (Central European time) on the Calculation Date, quoted in writing by the Quotation Agent to the Issuer and notified to the Holders in accordance with Condition 17 (*Notices*);

"**Relevant Make-whole Screen Page**" means Bloomberg screen page "PXGE" (or any successor or replacement page, section or other part of the information service), or such other page, section or other part as may replace it on the information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying the mid-market yield to maturity for the Reference Security;

"**Relevant Coupons**" has the meaning ascribed to it in Condition 9(d);

"**Relevant Date**" has the meaning ascribed to it in Condition 11 (*Taxation*);

"**Reset Date**" means the First Reset Date and each 5th anniversary thereof thereafter;

"**Reset Interest Determination Date**" has the meaning ascribed to it in Condition 4(d);

"**Reset Period**" means each period beginning on (and including) a Reset Date and ending on (but excluding) the next succeeding Reset Date thereafter and "relevant Reset Period" shall be construed accordingly;

"**Reset Reference Banks**" means five leading swap dealers in the interbank market as selected by the Issuer;

"**Reset Reference Rate**" has the meaning ascribed to it in Condition 4(d);

"**Reset Screen Page**" has the meaning ascribed to it in Condition 4(d);

"**Scheduled Interest**" means, in respect of an interest payment on an Interest Payment Date, the amount of interest payable on the presentation and surrender of such Coupon for the relevant Interest Period in accordance with Condition 4 (*Interest Payments*);

"**Securities**" means the €300,000,000 Reset Rate Perpetual Capital Securities and such expression shall include, unless the context otherwise requires, any further Securities issued pursuant to Condition 18 (*Further Issues*) and forming a single series with the Securities, and "**Security**" means any of the Securities;

"**Securityholder**" has the meaning ascribed to it in the preamble;

"**Senior Creditors**" means:

(i) all unsubordinated creditors, present and future, of the Issuer; and

(ii) all Milk Payment Creditors;

"**Similar Security**" means a reference bond or reference bonds issued by the same issuer as the Reference Security having actual or interpolated maturity comparable with the remaining term of the Securities that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Securities;

"Subsequent Fixed Interest Rate" has the meaning ascribed to it in Condition 4(d);

"**Subsidiary**" means, in relation to any company or corporation, a company or corporation:

(a) which is controlled, directly or indirectly, by the first mentioned company or corporation; more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first mentioned company or corporation; or

(b) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body;

"**Substantial Repurchase Event**" shall be deemed to occur if prior to the giving of the relevant notice of redemption the Issuer or any Subsidiary of the Issuer repurchase (and the Issuer effects corresponding cancellations) or (in the case of the Issuer only) redeems Securities in respect of 75 per cent. or more in the principal amount of the Securities initially issued (which shall for this purpose include any further securities issued pursuant to Condition 18 (*Further Issues*));

"**Supplementary Cash Payment**" means a supplementary cash payment (*contante nabetaling*) as defined in the terms and conditions of the Member Bonds or the Milk Price Regulation, as applicable;

"**T2**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system (known as T2) which utilises a single shared platform and which was launched on 19 November 2007 or any successor thereto;

"**T2 Settlement Day**" means any day on which T2 is open for the settlement of payments in Euro;

"**Tax Deduction Event**" means that the Issuer has obtained an opinion in writing from a reputable firm of tax advisors or lawyers of good standing to the effect that interest payments under the Securities were, but are or will no longer be, tax-deductible by the Issuer for Dutch corporate income tax purposes by reason of a Tax Law Change;

"**Tax Law Change**" means a change in, or amendment to, the laws or regulations of the Netherlands or any political subdivision or any authority thereof or therein having the power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after 21 October 2024;

"**Winding-up**" means a situation where or the event that (i) an order is made or a decree or resolution is passed for the winding-up, liquidation or dissolution of the Issuer, or (ii) a trustee (*curator*) is appointed by the competent District Court in The Netherlands in the event of bankruptcy (*faillissement*) affecting the whole or a substantial part of the undertaking or assets of the Issuer and such appointment is not discharged within 30 days; and

"**Withholding Tax Event**" means that the Issuer has obtained an opinion in writing from a reputable firm of tax advisors or lawyers of good standing to the effect that the Issuer would be required to pay Additional Amounts upon the next due date for a payment in respect of the Securities by reason of a Tax Law Change.

Replacement intention

The Issuer intends (without thereby assuming a legal or contractual obligation) that it will redeem or repurchase the Securities only to the extent that the part of the aggregate principal amount of the Securities to be redeemed or repurchased which was assigned "equity credit" (or such similar nomenclature used by S&P from time to time) at the time of the issuance of the Securities does not exceed such part of the net proceeds received by the Issuer or any Subsidiary of the Issuer after the Issue Date but on or prior to the date of such redemption or repurchase from the sale or issuance of securities by the Issuer or such Subsidiary to third party purchasers (other than group entities of the Issuer) which are assigned by S&P "equity credit" (or such similar nomenclature used by S&P from time to time) (but taking into account any changes in hybrid capital methodology or another relevant methodology or the interpretation thereof since the issuance of the Securities), unless:

(i) the long-term corporate credit rating assigned by S&P to the Issuer is at least the same as or higher than the long-term corporate credit rating assigned to the Issuer on the date of the last additional hybrid issuance (excluding any refinancing transaction of the hybrid securities which were assigned a similar "equity credit" by S&P (or such similar nomenclature then used by S&P) and the Issuer is of the view that such a rating would not fall below this level as a result of such redemption or repurchase, or

(ii) in the case of a repurchase or a redemption, such repurchase or redemption is, taken together with relevant repurchases or redemptions of other Hybrid Securities of the Issuer, (a) in any period of 12 consecutive months starting at the Relevant Time, of less than 10 per cent. of the Relevant Amount or (b) in any period of 10 consecutive years starting at the Relevant Time, of less than 25 per cent. of the Relevant Amount, provided that such repurchase or redemption has no materially negative effect on the Issuer's credit profile, or

(iii) if, in the case of a repurchase or a redemption, such repurchase or redemption is in an amount necessary to allow the Issuer's aggregate amount of hybrid capital remaining outstanding after such repurchase or redemption to remain below the maximum aggregate principal amount of hybrid capital to which S&P would assign equity content under its prevailing methodology, or

(iv) the Securities are redeemed pursuant to a Withholding Tax Event, a Tax Deduction Event, a Rating Event, an Accounting Event or a Substantial Repurchase Event, or

(v) the Securities are not assigned an "equity credit" by S&P (or such similar nomenclature then used by S&P) at the time of such redemption or repurchase, or

(vi) such redemption or repurchase occurs on or after the Reset Date falling on 23 January 2050.

Whereby:

*"**Hybrid Securities**" means securities that at the time of their sale or issuance have been and are continuing to be assigned "equity credit" (or such other nomenclature used by S&P from time to time);*

*"**Relevant Time**" means the time of the first repurchase or redemption after the Issue Date or, if the aggregate principal amount of the Issuer's outstanding Hybrid Securities has increased after the Issue Date, the time of the first repurchase or redemption after the most recent increase;*

*"**Relevant Amount**" means, at any Relevant Time, the aggregate principal amount of the Issuer's outstanding Hybrid Securities at that time.*

This is a statement of the Issuer's intention as at the date of this Offering Memorandum and does not impose any legal obligations on the Issuer. Accordingly, this statement does not form part of the Conditions.

Summary of Provisions relating to the Securities while in Global Form

The Temporary Global Security and the Permanent Global Security contain provisions which apply to the Securities while they are in global form, some of which modify the effect of the terms and conditions of the Securities set out in this Offering Memorandum. The following is a summary of certain of those provisions:

1 Exchange

The Temporary Global Security is exchangeable in whole or in part for interests in the Permanent Global Security on or after a date which is expected to be 2 December 2024, upon certification as to non-U.S. beneficial ownership. The Permanent Global Security is exchangeable in whole but not, except as provided in the next paragraph, in part (free of charge to the holder) for the Definitive Securities described below (i) if the Permanent Global Security is held on behalf of a clearing system and such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so or (ii) if principal in respect of any Securities is not paid when due and payable. Thereupon, the holder may give notice to the Principal Paying Agent of its intention to exchange the Permanent Global Security for Definitive Securities on or after the Exchange Date specified in the notice.

If principal in respect of any Securities is not paid when due and payable the holder of the Permanent Global Security may, by notice to the Issuer and the Principal Paying Agent (which may but need not be the default notice referred to in paragraph 6 ("*Default*") below), require the exchange of a specified principal amount of the Permanent Global Security (which may be equal to or (provided that, if the Permanent Global Security is held by or on behalf of a clearing system, that clearing system agrees) less than the outstanding principal amount of Securities represented thereby but never less than the minimum denomination of the Securities) for Definitive Securities on or after the Exchange Date (as defined below) specified in such notice.

On or after any Exchange Date the holder of the Permanent Global Security may surrender the Permanent Global Security or, in the case of a partial exchange, present it for endorsement to or to the order of the Principal Paying Agent. In exchange for the Permanent Global Security, or on endorsement in respect of the part thereof to be exchanged, the Issuer shall deliver, or procure the delivery of, an equal aggregate principal amount of duly executed and authenticated Definitive Securities (having attached to them all Coupons in respect of interest which has not already been paid on the Permanent Global Security), security printed in accordance with any applicable legal and stock exchange requirements and in or substantially in the form set out in Schedule 3 to the Agency Agreement. On exchange in full of the Permanent Global Security, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with any relevant Definitive Securities.

"**Exchange Date**" means a day falling not less than 60 days or, in the case of exchange pursuant to (ii) above, 30 days, after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Principal Paying Agent is located and, except in the case of exchange pursuant to (i) above, in the cities in which the relevant clearing system is located.

2 Payments

No payment will be made on the Temporary Global Security unless exchange for an interest in the Permanent Global Security is improperly withheld or refused. Payments of principal, premium and interest in respect of Securities represented by the Permanent Global Security will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Securities, surrender of the Permanent Global Security to or to the order of the Principal Paying Agent or such

other Paying Agent as shall have been notified to the Securityholders for such purpose. A record of each payment so made will be endorsed in the appropriate schedule to the Permanent Global Security, which endorsement will be *prima facie* evidence that such payment has been made in respect of the Securities.

3 Notices

So long as the Securities are represented by the Temporary Global Security or Permanent Global Security and the Temporary Global Security the Permanent Global Security, as the case may be, is held on behalf of a clearing system, notices to Securityholders may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by the Conditions. Such notices shall be deemed to have been given to the Securityholders in accordance with the Condition 17 (*Notices*) on the date of delivery to Euroclear and Clearstream, Luxembourg.

4 Meetings

The holder of the Temporary Global Security or the Permanent Global Security shall (unless the Temporary Global Security or the Permanent Global Security represents only one Security) be treated as being two persons for the purposes of any quorum requirements of a meeting of Securityholders and, at any such meeting, as having one vote in respect of each €1,000 in principal amount of Securities.

5 Purchase and Cancellation

Cancellation of any Security required by the Conditions to be cancelled following its purchase will be effected by reduction in the principal amount of the Temporary Global Security or the Permanent Global Security.

6 Default

Each of the Temporary Global Security and the Permanent Global Security provides that the holder may cause the Temporary Global Security or the Permanent Global Security, as the case may be, or a portion of it to become due and payable in the circumstances described in Condition 10 (*Events of Default*) by stating in the notice to the Principal Paying Agent the principal amount of Securities which is being declared due and payable. If principal in respect of any Security is not paid when due and payable, the holder of the Temporary Global Security or the Permanent Global Security may elect that the Temporary Global Security or the Permanent Global Security, as the case may be, becomes void as to a specified portion and that the persons entitled to such portion, as accountholders with a clearing system, acquire direct enforcement rights against the Issuer under further provisions set out in each of the Temporary Global Security and the Permanent Global Security.

Business Description of the Issuer

1. The Company

1.1. History

The Issuer is a large international dairy company with a cooperative history dating back more than 150 years. Around the early 1870s the first dairy factories were established in cities, towns, villages and in rural areas in the Netherlands. In the twentieth century, especially after the Second World War, there has been a continual scaling-up, with hundreds of smaller dairy factories forming increasingly larger cooperatives. In the west and south of the Netherlands, in 1989 this process resulted in a merger between DMV Campina and Melkunie Holland to Campina Melkunie, later Campina B.V. The merger of four large dairy companies in the north and east of the Netherlands created Friesland Coberco Dairy Foods in December 1997, later known as Koninklijke Friesland Foods N.V. In 2001, Campina B.V. merged with two foreign cooperatives: the German Milchwerke Köln/Wuppertal and De Verbroedering from the Antwerp region in Belgium. This made Campina B.V. an international cooperative.

In December 2008, a legal merger took place in which Campina B.V. acquired the assets and liabilities of Koninklijke Friesland Foods N.V. under universal title. Campina B.V. was converted into a public limited liability company and changed its name into Royal FrieslandCampina N.V.

In the early twentieth century, the predecessors of the Issuer had built up strong brands and market positions outside the Netherlands through the export of dairy products. They subsequently set up production companies abroad to protect their foreign market positions. Together with the close-knit distribution network in these countries, this forms the basis for the strong international positions in branded products currently held by the Issuer. The Issuer is currently the 7th largest dairy company globally.[1]

1.2. Structure of the Company

The Issuer uses both Koninklijke FrieslandCampina N.V. and Royal FrieslandCampina N.V. as its statutory name. The financial year of the Issuer ends on 31 December. The Issuer is a public limited liability company (*naamloze vennootschap*) incorporated on 18 November 2003 under the laws of the Netherlands, has its statutory seat in Amersfoort, the Netherlands and is registered with the Dutch Trade Register under number 11057544. The business address of the Issuer is Stationsplein 4, 3818 LE Amersfoort, the Netherlands.

Pursuant to article 2 of the articles of association of the Issuer (the "**Articles of Association**"), the corporate purpose of the Issuer is to independently operate and/or to participate in the management and financing of manufacturing and commercial enterprises for dairy and dairy-related products, dairy processing, soft drinks and/or related products in the broadest sense, and other foodstuffs and luxury foodstuffs, including ingredients and raw materials for the preparation thereof, as well as the production of and/or trade in the abovementioned products and raw materials, and to participate in and to take an interest in any other way in the management and finance of subsidiaries, group companies and participations of the Issuer, furthermore to provide security and to undertake its own obligations as well as the obligations of the aforementioned subsidiaries, group companies and participations or third parties and, finally, all activities which are incidental to or which may be conducive to any of the foregoing.

1.3. Structure of the Parent

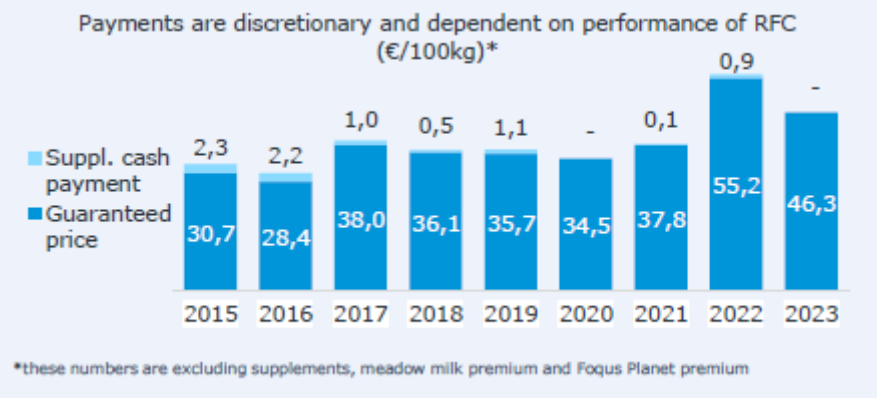
The Parent had 9,417 member-dairy farms as at 31 December 2023. One or more persons who are jointly involved in the operating of the member-dairy farm may be admitted as member of the cooperative (a "**Member**") pursuant to its articles of association. The number of Members as at 31 December 2023 was 14,634. Pursuant to a supply agreement, the Members sell and deliver their produced milk to the Parent (or to a third party designated by the Parent). The latter parties have the obligation to purchase all the milk as supplied by the Members. The Parent has entered into an agreement with the Issuer and FC C.V. (through its general partner FrieslandCampina B.V.) on the supply of the milk. The milk processing activities are performed within the entity FC C.V. (through its general partner FrieslandCampina B.V.). This entity exercises, as a designated

[1] Sources: Company information and Euromonitor. Based on dairy revenues only

third party, the rights and obligations as included in the delivery agreements of milk with the Members.

The supply of milk of Members in Germany and Belgium and the milk payments for such milk is done through Milchverwaltung FrieslandCampina GmbH and FrieslandCampina Belgium N.V., both subsidiaries of the Issuer. The Issuer runs the business together with its subsidiaries, group companies and affiliates.

The milk price the Parent pays for the supplied milk is determined by the general market developments in the dairy industry and the financial performance of the Issuer in this industry. The milk price consists of a guaranteed price, a supplementary cash payment and certain supplements. The Issuer guarantees to pay the guaranteed price and this guaranteed price reflects the average annual raw milk prices (including supplements) paid in several countries in North-Western Europe. The guaranteed price is paid pro rata to the kilograms of protein, fat and lactose in the milk as supplied by the Members and is paid out per 100 kilograms of supplied milk. The guaranteed milk price is paid out in full on a monthly basis and independent of the performance of the Issuer. The supplementary cash payment is determined by the financial results of the Issuer and is paid out on top of the already paid guaranteed milk price. This supplementary cash payment is determined and paid on an annual basis as a percentage of the Issuer's annual net income. The milk price mechanism is laid down in the Milk Price Regulation which is established by the board of the Parent (the "**Shareholder's Board**") at the proposal of the executive board of the Issuer (the "**Executive Board**"), which proposal is approved by the supervisory board of the Issuer (the "**Supervisory Board**") and after the approval of the Members Council (as defined below) of the Parent. The graph below reflects the milk payments made over the last years:



The geographic territory of the Parent is divided by the Shareholder's Board in 14 districts. Each district has a district meeting. A district meeting is led by the district council, which is composed of at least ten members. The members of the district council are elected at a district meeting by the Members of that respective district from their midst. The members council of the Parent is comprised of all the members of the district councils with a maximum of 140 members of 14 district councils (the "**Members Council**") (with a maximum of ten members per district). The joint members of a district council, who are part of the Members Council, are granted voting rights based on the full kilograms milk delivered to the Parent over the past financial year by that district. The Shareholder's Board is appointed by the Members Council through a binding recommendation of the chairman's council (comprising of all chairmen of the district councils). As at the date of this Offering Memorandum, the Shareholder's Board comprises of 7 members. Three of these Shareholders Board members are all also members of the Supervisory Board (see "*Management and Supervision of the Issuer*").

1.4. Financing by the Members

In order for the Members to keep their initial interests in the Issuer at the outset, it is important that Members invest in the Issuer themselves. To this end, Members participate in their own name in the capital of the Issuer. The Issuer, in cooperation with the Parent, has created the Member Bonds for that purpose. The compensation for the Member Bonds is determined by the developments in the capital markets and not by the results of the Issuer.

Member Bonds

The Member Bonds are perpetual subordinated notes with no voting rights. The Member Bonds are registered in name, have a nominal value of EUR 50 each and rank equally among themselves in bankruptcy. Prior to 21 June 2024, the Issuer also had member bonds-fixed outstanding and issued to (former) Members. As of 21 June 2024, the Issuer has converted all outstanding member bonds-fixed to Member Bonds to increase the transferability of the Member Bonds and the liquidity position of the Members. This conversion was an automatic conversion and a decision of the individual holders of the member bonds-fixed was not required. The terms and conditions of the member bonds-fixed were amended in connection with afore-mentioned conversion with effect from 21 June 2024, such as that the terms and conditions have become the same as the terms and conditions for Member Bonds, as a result of which all of existing and outstanding member bonds-fixed have become Member Bonds as from 21 June 2024 and are eligible for trading on the internal market for the Member Bonds. As at 31 December 2023 there were 16,756,982 Member Bonds outstanding.

To a limited extent, Member Bonds may be traded on an internal market as further described in the Member Bond Market Rules adopted by the Issuer. This internal market is supervised by an independent supervisor. The objective of the internal market is to facilitate the purchase and sale of the Member Bonds. In order to remove any friction between demand and supply (up to the agreed maximum), the Issuer has entered into a liquidity agreement with Coöperatieve Rabobank U.A. as liquidity provider (the "**Liquidity Provider**"). This liquidity agreement includes a liquidity facility and a warehouse facility. The warehouse facility, contrary to the liquidity facility, is guaranteed by the Issuer and is only used in the event the liquidity facility is, or is expected to be, fully issued. In that event, the Liquidity Provider will buy Member Bonds to be included the in the warehouse facility, which Member Bonds will be pre-funded by the Issuer. When more room is created in the liquidity facility again, Member Bonds can be transferred back to the liquidity facility. Insofar as the Liquidity Provider still holds Member Bonds after afore-mentioned liquidity agreement has ended, and which are not redeemed by the Issuer, the Liquidity Provider has the following exit arrangements. The Liquidity Provider can sell the Members Bonds as held on the internal market by way of an order to the agent and with prejudice as determined and defined in the Member Bonds Market Rules, also if the demand for Member Bonds on the internal market does not exceed the offer of Member Bonds. The Liquidity Provider may also request that the Company convert its Member Bonds into a new instrument that can be sold by the Liquidity Provider to third parties and can be listed on an external stock exchange. This new instrument will have such terms and conditions and will receive such market-based (interest)payments that (to expectation) the Liquidity Provider will be compensated for the nominal amount of the converted member bonds-free. The new instrument will be qualified as equity under the IFRS. In addition, there is a guarantee from the Issuer to the Liquidity Provider to buy back all Member Bonds in the warehouse facility after the liquidity agreement has ended and in so far the Liquidity Provider still holds Member Bonds in the warehouse facility. In addition, the Issuer and Coöperatieve Rabobank U.A. have entered into an agreement on the basis of which Coöperatieve Rabobank U.A., on the instructions of the Issuer, carries out the administration of the internal markets.

The terms and conditions of the Member Bonds can be found on the Issuer's website at https://www.frieslandcampina.com/our-farmers/owned-by-farmers/milk-price-system/.

Milk Certificates

Next to the Member Bonds the Members also invest capital in the Parent via Milk Certificates. Milk Certificates are issued by the Parent and are a mandatory instrument for Members who supply milk to the Parent. The nominal value of a Milk Certificate is EUR 0.08 and the number of Milk Certificates held by a member is linked to the volume of milk supplied. On an annual basis, the actual kilograms of milk supplied by a Member is established. For every kilogram of milk supplied the Member is obliged to buy a Milk Certificate. In case a Member has more milk supplied than the amount of Milk Certificates the Member possesses, the Member must buy additional Milk Certificates once a year on an internal market. In case a Member has less milk supplied than the amount of Milk Certificates the Members possesses, the Member can sell the additional Milk Certificates once a year on an internal market.

In order to absorb temporary fluctuations in supply and demand for Milk Certificates, the Parent and the Company have appointed Coöperatieve Rabobank U.A. as liquidity provider in a liquidity agreement. There is a guarantee in place from the Parent and the Issuer to the liquidity provider to buy back all Milk Certificates

from the liquidity provider in case the liquidity agreement ceases to exist.

Milk Certificates are classified as equity under IFRS. The Milk Certificates are perpetual subordinated notes with no voting rights and no compensation. The Parent nor the Issuer have the obligation to buy back Milk Certificates from the Members.

Profit allocation

The Issuer's policy is to add 60% of its annual net profit (based on the guaranteed milk price) (without accounting for differences between the guaranteed milk price and the market-based milk price) to its general reserves. 40% of the net profits is distributed as a supplementary cash payment on top of the guaranteed milk price to the Members, if the Executive Board proposed to do so, which proposal is approved by the Supervisory Board and the Shareholder's Board has resolved to such distribution.

The reservation policy is established for a period of three years (2023 up to and including 2025) and is based on a number of financial ratios. The Shareholder's Board can, at the proposal of the Executive Board and with the approval of the Supervisory Board, lower the amount that is added to the reserves of the Issuer in the event of a goodwill impairment in the annual accounts of an amount of at least EUR 100,000,000, in accordance with the Milk Price Regulation and the reservation policy. The Shareholder's Board can also decide, at the proposal of the Executive Board and with the approval of the Supervisory Board, to add a book profit resulting from the annual accounts to the reserves of the Issuer which book profit must be higher than EUR 100,000,000 and result out of (i) the sale of (a) business part(s) of a (direct or indirect) subsidiary of the Issuer and/or (ii) revaluation of an interest in a (direct or indirect) subsidiary of the Issuer, in accordance with the milk price regulation and the reservation policy.

2. Business

2.1. Introduction

The Issuer supplies a wide range of dairy products containing valuable nutrients for consumers, such as milk, yogurt, cheese, infant nutrition and desserts. In the professional market, the Issuer is a key producer and supplier of dairy products to bakeries, restaurants, bars and fast-food chains, such as cream and butter products. The Issuer also produces and supplies high quality ingredients and semi-finished products for manufacturers in the food industry and pharmaceutical sector.

The Issuer is one of the largest dairy companies in the world with a cooperative tradition going back almost 150 years. In 2023, 9,417 the member-dairy farms in the Netherlands, Germany and Belgium supplied approximately 9 billion kilos of milk. The Issuer has operation in 31 countries and exports to more than one hundred countries worldwide. The Issuer owns and operates 53 production sites. At year-end 2023, the Issuer employed 20,928 workers.

2.2. Seven Business Groups

Following Expedition 2030 (See under "*Strategy: Expedition 2030"*), the Issuer is organised into seven market-oriented business groups as per 1 January 2024:

Europe

Europe focuses on a broad portfolio of consumer brands in Europe, with strong domestic market positions in the Netherlands and Belgium, as well as in other countries, such as Greece, Hungary, Romania and the United Kingdom. Europe provides consumers with dairy products, such as milk, yoghurt, condensed milk, dairy-based beverages, cheese, butter and cream.

Retail & Americas

On the basis of cheese and white dairy sold under in-house brands and private labels, this business group focuses on strategic cooperation with retailers and discounters in markets in Germany, France, Italy, Spain and North and South America.

Middle East, Pakistan and Africa ("MEPA")

In part, on the basis of locally produced dairy products and solidly established brands, MEPA focuses on consumer markets in the Middle East, Pakistan and Africa.

Asia
On the basis of a broad product range of often locally produced brand name products, Asia focuses on consumer markets in various countries, including Indonesia, Malaysia and Vietnam.

Ingredients
Ingredients focuses on the production of nutritional and functional ingredients for use in infant, sports, active lifestyle and medical nutrition and concentrates on food producers and the pharmaceutical industry. These ingredients offer added value – with application-specific innovations – to producers of early life nutrition (including cell nutrition), adult nutrition (including performance nutrition, active nutrition and medical nutrition), food and beverages, to the pharmaceutical industry and to producers of animal nutrition.

Professional & Trading
On the basis of products and solutions, Professional focuses on professionals in the food industry, such as restaurants, fast-food restaurants, bakers, confectioners and pastry chefs. The Trading business unit is involved in procuring and selling commodity dairy products for internal customers and business-to-business customers. Moreover, the Trading unit is responsible for allocating the milk of the Members and for valorising large volumes of milk at the lowest possible cost and with the highest possible return.

Specialised Nutrition
On the basis of infant nutrition under the brand name Friso, Specialised Nutrition focuses on consumer markets in China, Vietnam, Greece and Mexico. This business group supplies nutrition to specific consumer groups, such as the elderly, infants, toddlers and sportsmen. Target groups are infants and toddlers of which infants are entirely dependent on reliable nutrition with a unique combination of nutrients, for adults in various stages of their lives and for sportsmen who consider sports nutrition a key factor in their performance.

2.3. Strategy: Expedition 2030

In 2023, the Issuer initiated Expedition 2030, a comprehensive strategic programme with the objective of remaking the company into a leading dairy company for its Members, employees, consumers, customers and other stakeholders, now and for generations to come. The strategy, focusing on specific customers, products, brands and markets for each business group, combined with a competitive supply chain and lower overhead costs, will reinforce the Issuer's position as a leading, innovative and sustainable player in the dairy industry.

For over 150 years, the Issuer has made a real difference in the lives of farmers and consumers. With nourishing by nature it has a compelling purpose and it has a strong foundation based on dairy experience, dedicated workforce and presence in a diversity of categories, channels and markets. The Issuer has however experienced that markets and competition have changed over time. It's activities and innovations did not have the impact it aspired and the Issuer's costs has grown. This has led to a significant decline in profitability from €292 million (average 2012–2016) to €192 million (average 2017– 2022). The Issuer therefore announced the new strategy Expedition 2030 in September 2023 to maintain scale and deliver on its purpose to be able to keep paying the Members a leading milk price. Expedition 2030 is an ambitious transformation programme of the Issuer to become a successful, winning company. In Expedition 2030, the Issuer has sharpened its business strategy, cost structure, organisational structure and ways of working.

Expedition 2030 has led to a new organisational structure of the Issuer with a clear responsibility in every business group, with the following changes:

From…	To…
EBIT driven	EBIT and milk-value driven
Four business groups	The business is divided into seven diverse business groups each with a specific mission and role in creating value. Setting up seven business groups will help allocate the resources, capabilities and investments more effectively. The business groups will collaborate much more on end-to-end value delivery across the company. The business groups are leading and set the agenda.
Mainly decentralised functions	The business is enabled by global and corporate functions that are organised to leverage the global scale and work in an efficient and effective way by having more standardised ways of working
Costs are too high	The Issuer will lower its costs throughout the company. Expedition 2030 is expected to generate annual cost savings of 400 to 500 million euros from 2026 onwards with significant savings already in 2024.
Supply chain as cost centre	Supply Chain will be a source of competitive advantage with an optimal forecast accuracy, an optimised product portfolio with fit-for-purpose product specs, standardised ways of working across sites and delivering fit-for-purpose services.
Mainly relatively small innovation projects	Less small-scale innovations that require major resources, but more focus of resources that will have a bigger impact on the business.
Sustainability is the license to operate	Sustainability remains the license to operate but will also be a value driver. Shift of focus on mainly environmental sustainability, to environmental, social and governance ('ESG'). ESG will become an integral part of the business strategies.

This strategy of the Issuer finds expression in the company's core purpose: nourishing by nature.

- Better nutrition – the Issuer contributes to food safety and food quality for millions of people all over the world by providing them with access to dairy.
- Good living for the Members – the Issuer pays an exemplary milk price and this way enable Members to maintain healthy farming operations – sustainable and profitable. In addition, the Issuer supports local dairy farms in Asia, Africa and Eastern Europe.
- Now and for generations to come – the Issuer assumes responsibility for maintaining the natural living environment. This is the basis and the future of the Issuer and the world at large. Furthermore, the Issuer encourages Members to operate their farm in balance with nature and climate.

These strategic objectives provide a single ambition and a single goal: to become a "sustained top performer focused on dairy" that truly lives up to its purpose nourishing by nature. Being a "sustained top performer" means that the Issuer will be outperforming its competitors in each of the markets it operates in: providing

access to the best quality nutrition, make a positive impact on the planet, and find the best opportunities for the Member's milk. All aimed at delivering a superior return on investment to the Members. For the Issuer's employees it wants to be a company where they can put purpose into action and a workplace where they can grow and thrive.

2.4. The Issuer worldwide

The Issuer operates in 31 countries as at 31 December 2023. As at and for the year ended 31 December 2023, its products find their way to more than a hundred countries through sales offices, partners and distributors:

Europe
- Revenue by geographic location of customers: 7,149 million euros
- Employees: 11,851 FTE

Asia and Oceania
- Revenue by geographic location of customers: 4,119 million euros
- Employees: 7,900 FTE

Africa and the Middle East
- Revenue by geographic location of customers: 1,273 million euros
- Employees: 1,007 FTE

North and South America
- Revenue by geographic location of customers: 531 million euros
- Employees: 170 FTE

Top 10 consumer brands by revenue in Euros

1. Friso – international
2. Frisian Flag – Indonesia
3. Debic - international
4. Dutch Lady - Asia
5. Peak - Nigeria
6. Campina – Netherlands and Belgium
7. Alaska - Philippines
8. Rainbow – Middle East
9. Foremost - Thailand
10. Olper's - Pakistan

Top 5 ingredients by revenue in Euros

1. Excellion (caseinate)
2. Pharmatose (pharmaceutical lactose)
3. Vivinal GOS (syrup)
4. Hyvital (hydrolysate)
5. Infant nutrition base powders

2.5. Market trends and developments

Trends and developments in the (consumer) markets in which the Issuer operates determine the Issuer's future choices. Several global trends that contributed to influencing the development of the new strategy Expedition 2030 are highlighted below.

2022 and 2023 were very much characterised by unprecedented high inflation and the subsequent loss of consumer purchasing power. Furthermore, volumes declined as a result of declining markets due to the loss of purchasing power and a shift in consumer spending towards private labels.

In 2024, milk production is expected to continue to be under pressure in key dairy exporting regions. Global and EU milk production stagnated in the first half of 2024, primarily due to a decrease in the number of cows. This decrease was partly offset by a higher milk production per cow. The projected worldwide demand for dairy is expected to grow slightly, but continued to be under pressure in the first half of 2024, due to the persistently high prices and the weak economy. Owing to persisting conflicts and geopolitical instability in various parts of the world, the costs for raw materials, packaging materials and transportation are expected to increase.

Nutrition

In June 2024, a broad coalition of Dutch companies, including the Issuer, knowledge institutes and social organisations, called on the new cabinet to work together on improving global food security. This includes support to farmers, consumers, and climate-proof food systems, which is key to achieving the objectives of the Paris Climate Agreement and the Sustainable Development Goals of the United Nations. The Issuer is also actively involved in the Shelf Life Coalition, an initiative that aims to reduce food waste in the Netherlands by including clear information on packaging.

Sustainability

The Issuer has a climate plan's which implementation and further steps are realised in the area of sustainability in 2024. The Issuer aims to operate net climate neutral by no later than 2050, with a net positive impact on nature. This goal is part of the Issuer's broader sustainability strategy. The objective is to reduce the greenhouse gas emissions from the Issuer's global production facilities and our milk transport (Scope 1&2) in 2030 by 63 per cent. Through premiums for special milk flows and the 'Foqus planet Sustainable development' programme, the Issuer rewards Members for achievements in the area of animal health and welfare, climate, biodiversity, and pasture grazing. A new reward methodology was introduced last year, and in June 2024, the first premiums over 2023 were paid out according to this system. As a result, Members received a total of 245 million euros in bonuses for their sustainability performance in 2023. Reducing greenhouse gas emissions on member dairy farms is part of the Issuer's climate plan. The objective is to reduce the greenhouse gas emissions associated with the production of milk on the dairy farms of Members (Scope 3, of which scope member milk is a part of) in 2030 by 33 percent in comparison to 2015.

Nitrogen and derogation

Reducing the emission of nitrogen has been a key focus area in the Netherlands ever since the decision taken on 29 May 2019 by the Council of State concerning the Nitrogen Approach Programme. This programme, known in the Netherlands as the "PAS", is based on the Dutch Nature Conservation Act. Activities that enhance nitrogen deposition are only allowed if they meet the conditions in the PAS. The government has announced that the nitrogen policy in the Netherlands will be refined. This combined with a lack of clarity about the future has led to several protests by Dutch farmers against the Dutch government.

Derogation is a measure that gives farmers more room to make use of animal manure, provided this does not harm the environment. The European Union aims to reduce water pollution by means of the Nitrates Directive. Some countries are permitted to deviate from this (derogation) provided they can prove that they respect the Nitrates Directive. The Netherlands is losing its derogation, because the EU finds that water quality is not improving sufficiently. This loss of derogation, will have a profound impact on our Members and consequently on the Issuer's milk supply. It is not yet clear what the developments will be and the magnitude or timing of this impact on the supply.

Investments

With a view to future sustainable growth, the Issuer will in 2024 continue to invest in strengthening and improving its production equipment and in development and innovation. In January 2024, the Issuer opened a new production and distribution centre in Cikarang, Indonesia, for the production of sweetened condensed milk for Indonesia and other Southeast Asian countries. A new production facility is also under construction in Bandar Enstek in Malaysia. This site is operational in 2024 and not only has a larger capacity but also produces a wider range of products for export to neighbouring countries. Both investments contribute to the Issuer's growth in the region.

Acquisitions and divestments

As per 1 April 2023 the Issuer sold part of its German consumer brands and activities, part of Food & Beverage, to Unternehmensgruppe Theo Müller. The sale consisted of the production sites and distribution centers in Cologne, Heilbronn and Schefflenz, as well as some brands, including Landliebe, Tuffi and Gastro.

Expedition 2030

The success of the Expedition 2030 strategy is measured in terms of three dimensions: 'winning in the market', 'increasing the margin' and 'improving the cash position'. Success in terms of these dimensions is expected to result in the optimal valorisation of Member milk. Expedition 2030 and the announced annual savings are expected to offset inflation, as well as are expected to have a positive effect on the result. In the first half of 2024, the Issuer made significant progress in optimising the organisation as part of Expedition 2030. The number of FTEs was reduced by 1,146 in comparison to 2023. Together with other cost savings, such as more efficient production processes, improved procurement of raw materials and packaging materials and less waste within the chain, this has resulted in cost savings of 152 million euros, which partly offsets inflation.

The graph below reflects the progress and savings in optimising the organisation as part of Expedition 2030 in the first half of 2024:

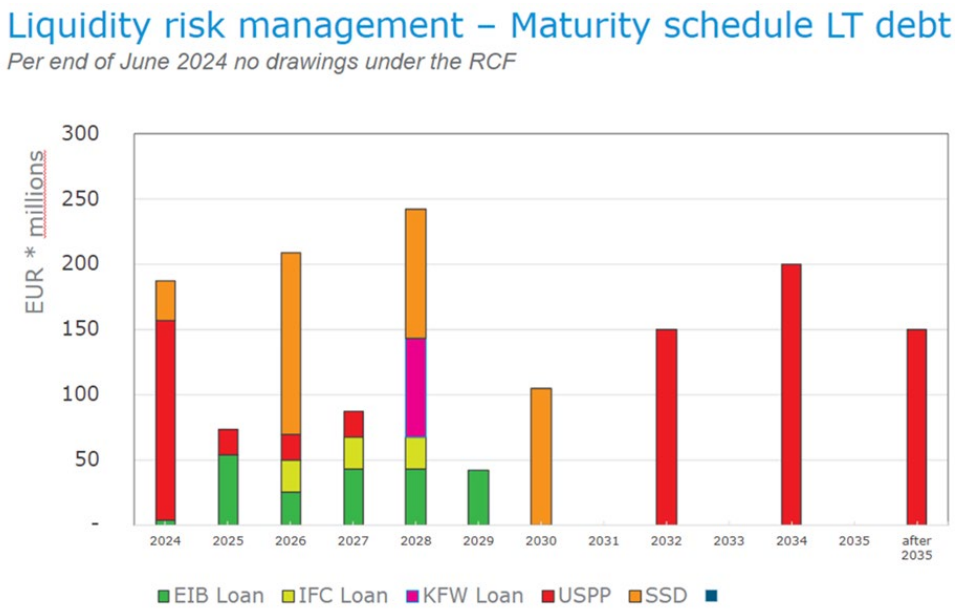


3. Current net debt and debt maturity profile

The net debt of the Issuer amounted to EUR 806 million as at 30 June 2024.[2] The figures below depicts the net debt of the Issuer[3] and the Issuer's debt maturity profile, both as at 30 June 2024.[4] [5]

Current net debt[1]		
€m	**Jun-24**	**Dec-23**
Private placements	675	206
IFC loans	75	75
EIB loans	211	285
Schuldschein	375	375
TLTRO	0	250
Other borrowings from credit institutions	210	139
Revolving Credit Facility	0	0
Euro commercial paper	0	0
Other	64	46
Total interest-bearing debt	**1,610**	**1,376**
Receivables from Zuivelcoöperatie FrieslandCampina U.A.	(12)	(185)
Cash and cash equivalents (not restricted)	(792)	(556)
Net debt[1]	**806**	**635**

Note: 1 Net debt based on frozen GAAP (disregarding the impact of IFRS 16), in accordance with covenant guidelines; Excludes lease liabilities.



[2] Net debt frozen GAAP (IAS 17) as disclosed in the Issuer's compliance certificate in relation to senior debt financing.
[3] Source: Company information in line with financial covenant guidelines (non-audited).
[4] "**IFC**" means International Finance Corporation, "**EIB**" means European Investment Bank, "**KFW**" means KFW IPEX-BANK GMBH, "**USPP**" means Senior Sustainability Linked Notes, Series A, B,C and D and "**SSD**" means Schuldschein Sustainability-Linked Loan.
[5] The Issuer has repaid USD 61,363,756.63 of the outstanding USPP as per 30 August 2024.

4. Corporate Governance

4.1. General

The Issuer is managed by the Executive Board under the supervision of the Supervisory Board. The Executive Board is collectively responsible for the management of the Issuer, the continuity and general conduct of its business and the business conduct in the group companies affiliated with the Issuer. The members of the Executive Board are appointed for a maximum period of four years pursuant to the board regulations of the Executive Board and the Executive Team. Members of the Executive Board may be appointed, suspended and dismissed by the Supervisory Board, at the proposal of the RNGCo (as defined under paragraph 4.4 below).

Up until 1 July 2023, the Executive Board consisted of the Chief Executive Officer, Chief Financial Officer, President Food & Beverage, Chief People Officer and the Chief Supply Chain Officer. Effective from 1 July 2023, the Chief People Officer stepped down from the Executive Board. Effective 1 October 2023, the Executive Board was expanded to include the Chief Sustainability Officer, and the title of the Chief Supply Chain Officer was changed to Chief Supply Chain and Research & Development Officer to reflect his expanded responsibilities. On 1 November 2023, the President Food & Beverage stepped down from the Executive Board, meaning that since 1 November 2023, the Executive Board consists of four members.

The Supervisory Board supervises the Executive Board and has the authority to approve certain resolutions of the Executive Board as described in the Articles of Association and the regulations of the Executive Board and Executive Team (as defined under 3.7 below) and the Supervisory Board.

4.2. Ownership of the Issuer

As at the date of this Offering Memorandum the total amount of ordinary shares of the Issuer issued was EUR 370,277,700, consisting of 3,702,777 ordinary shares with a nominal value of EUR 100 each. The authorised share capital of the Issuer is EUR 1,000,000,000 which is divided into 10,000,000 shares of EUR 100 each. All issued shares in the capital of the Issuer are paid up as at the date of this Offering Memorandum and are held by the Parent which is, therefore, the sole shareholder of the Issuer. The Parent is a cooperative with excluded liability (*coöperatie met uitsluiting van aansprakelijkheid*) and is owned by its Members (see also "*Structure of the Parent*" above).

The Parent (in its capacity as sole shareholder of the Issuer) needs to approve the following resolutions of the Executive Board (as defined below and included in the Articles of Association):

a) (i) transfer of the Company or almost the entire Company to a third party:
   (ii) entry into or termination of continuing collaboration by the Company, a dependent company, a subsidiary, a group company or a participation of the Company with another legal entity or partnership or as general partner with full liability or a limited partnership, if such collaboration or termination of such a collaboration is of far-reaching interest for the company;
   (iii) to participate in the capital of another company or terminate such participation with a value of at least one/third of the assets according to the balance sheet with explanatory note or, if the Company draws up a consolidated balance sheet, according to the consolidated balance sheet with explanatory note according to the most recently adopted annual accounts of the Company, by the Company or its subsidiary;
b) as far as not covered by one of the categories aforementioned under (a), (dis)investments by the Company, a dependent company, a subsidiary, a group company or participation of the Company, if the interest to the Company exceeds an amount of fifty million Euro (EUR 50,000,000);
c) resolutions/legal acts as far as the relevant legal act or resolution is not already included by virtue of law or by virtue of the Articles of Association in the authority of the general meeting of the Company or is already included in the categories mentioned under a and b:
   (i) a proposal to issue shares and the issue and acquisition of shares in the Company and debt instruments issued by the Company or debt instruments issued by a limited partnership or a general partnership of which the Company is a general partner with full liability, a proposal

to grant rights to subscribe for shares, a proposal to fix the price and determine any further conditions of any issue casu quo granting of rights to subscribe for shares, a resolution to accept a payment on shares in a foreign currency, a proposal to limit or exclude pre-emption rights in respect of any issue of shares and a proposal to reduce the issued capital;

(ii) an application for admission of trading of the instruments referred to above on a regulated market or a multilateral trading facility as referred to in Section 1:1 of the Financial Markets and Supervision Act ("*Wet op het financieel toezicht*") or a system comparable to a regulated market or a multilateral trading facility from a state which is not a member state or an application for withdrawal of such admission;

(iii) application for involuntary liquidation and for a suspension of payment, both insofar as it concerns the Company as one of her dependent companies, subsidiaries, group companies and/or participations;

(iv) other resolutions concerning an important change of the identity or character of the Company or corporation;

d) to exercise voting rights on shares held by the Company in other companies as far as it concerns a resolution as mentioned under a, b and c.

Each member of the Members Council of the Parent has one vote in the Members Council meeting. The joint members of the same district council, who form part of the Members Council, are afforded one vote for each 10,000,000 full kilograms of milk, which was delivered to the Parent over the past financial year of the Parent by that district. The Members Council of the Parent needs to approve the following resolutions of the Shareholder's Board pursuant to the articles of association of the Parent:

A. all resolutions of the Shareholder's Board concerning the exercise of the rights to vote on the shares held by the Parent in the capital of the Company concerning the granting of approval to resolutions from the Executive Board of the Company concerning or related to:
   a. (i) the transfer of the Company or almost the entire Company to a third party;
      (ii) the entering into or the break off of a sustainable partnership of the Company or a subsidiary company with another legal person or company, or as a fully liable partner in a limited partnership or commercial partnership, if this collaboration or break off is of major significance for the Company; and the
      (iii) taking or disposal of a participation in the capital of a company to an amount of at least a third of the amount of the assets according to the balance with explanatory note or, if the Issuer draws up a consolidated balance, according to the consolidated balance with explanatory note of the last adopted annual accounts of the Issuer, by it or a subsidiary company;
   b. insofar as not falling under one of the aforementioned under a referred categories:
      (i) the effecting of (dis)investments by the Company one of her dependent companies, subsidiaries, group companies and/or participations which exceed an interest of one hundred million Euro (EUR 100,000,000); and
      (ii) the effecting of acquisitions with an acquisition which price is greater than five hundred million Euro (EUR 500,000,000);
   c. insofar the respective juristic act or resolution is not already included in the referred categories under a and b, resolutions to:
      (i) to the extent it concerns a value exceeding one hundred million Euro (EUR 100,000,000), a proposal to issue and the issue and acquiring of shares in and debt instruments payable by the Company or of debt instruments payable by a limited partnership or commercial partnership of which the Company is a fully liable partner, as well as a proposal toward the granting of rights for the taking of shares, a proposal toward the fixing of the price and further conditions of issue or, as the case may be, the granting of rights toward the taking of shares, a resolution for the acceptance of payment on shares in foreign currency, a proposal toward limiting or exclusion of the pre-emptive right and a proposal toward a reduction in the subscribed capital;

(ii) to apply for a listing or delisting of the listing of the under c (i) referred to debt instruments with a value exceeding one hundred million Euro (EUR 100,000,000) and shares in the official list of any stock exchange;

d. determining of the reservation policy to be conducted by the Company;

B. all resolutions of the Shareholder's Board concerning the exercise of the rights to vote on the shares held by the Parent in the capital of the Company concerning or connected with:
   a. a proposal for amendment of the Articles of Association;
   b. a proposal for the dissolution of the Company;
   c. filing a winding-up petition and an application for a suspension of payment(s), both insofar it concerns the Company as well as one of its dependent, subsidiary and/or group companies and/or participations;
   d. other resolutions concerning a significant change to the identity or the character of the Company;
   e. the adoption of the annual accounts of the Company; and
   f. the appointment of the accountant of the Company, as well as the withdrawal of the instruction given to him.

4.3. Supervisory Board

Tasks and responsibilities

The Supervisory Board supervises the policy set by the Executive Board and the general course of events in the Issuer and its businesses, and the associated companies. The Supervisory Board also advises the Executive Board. The Supervisory Board discusses the strategy and the Issuer's main risks with the Executive Board. In addition, the Supervisory Board discusses the structure, and functioning of and any significant changes relating to the risk management and control systems with the Executive Board.

The Supervisory Board also has the authorities specified in the provisions of Book 2 of the Dutch Civil Code in respect of large companies with a two-tier management structure (*structuurvennootschappen*). These include, in particular, the appointment of the Executive Board members, the determination of the number of members of the Executive Board and the approval of a number of other decisions of the Executive Board as specified in legislation. Under the Articles of Association, certain decisions of the Executive Board require the approval of the Supervisory Board.

In the performance of its duties, the Supervisory Board is led by the interests of the Issuer and its associated enterprise. The Supervisory Board also considers the relevant interests of the Issuer's stakeholders and the aspects of corporate social responsibility that are relevant to the Issuer.

The business address of all members of the Supervisory Board is Stationsplein 4, 3818 LE Amersfoort, the Netherlands.

Members of the Executive Team will attend Supervisory Board meetings when invited to do so by the Chief Executive Officer of the Issuer, in consultation with and subject to the approval of the chairman of the Supervisory Board. At least once a year a joint meeting of the Executive Team and the Supervisory Board will be held, where e.g. the strategy or the budget of the Issuer will be discussed.

Composition, independence and appointment

A covenant has been signed with the central works council (the "**CWC**") of the Issuer. The covenant includes agreements regarding the composition of the Supervisory Board, the required profile of the members of the Supervisory Board, the strengthened rights of recommendation of the CWC in respect of the appointment of Supervisory Board members and the way in which the CWC exercises these rights. The Supervisory Board profile has been published on the Issuer's website as an appendix to the regulations of the Supervisory Board (the "**Supervisory Board Regulations**").

As of 13 December 2022, the Supervisory Board has a new composition which is set out in the profile following consultation with the CWC. Pursuant to the profile, the Supervisory Board is considered justly

composed when it consists of five internal members and four external members. The five internal members must consist of at least three and, at most, five members of the Shareholder's Board, including the chairman of the Shareholder's Board, and a maximum of two Members of the Parent who are not members of the Shareholder's Board.

The internal members of the Supervisory Board are not independent in the sense of the Corporate Governance Code (the "**Code**") as explained by the Issuer in its Annual Report 2023, which is incorporated by reference in this Offering Memorandum. This is a conscious choice of the Issuer to continue to reflect member dominance within the composition of the Supervisory Board.

The four external Supervisory Board members are independent in the sense of the Code. The external Supervisory Board members are selected on the basis of the criteria laid down in the profile. At least one Supervisory Board member is a so-called financial expert.

The Supervisory Board prepares a rotation schedule and the Supervisory Board members retire in accordance with this rotation schedule. Pursuant to the Supervisory Board Regulations, the Supervisory Board members are appointed by the Supervisory Board on the basis of a co-optation system for a term of four years and can subsequently be reappointed once for another four-year term. After this, Supervisory Board members can be reappointed for another two-year term, which can subsequently be extended for a maximum of two years. Reappointment after a period of eight years must be substantiated in the report by the Supervisory Board. If the chairman of the Supervisory Board completes his/her third term as chairman, he/she is eligible for reappointment for a two-year term, which can subsequently be extended once for two years. In deviation from the above, on 12 November 2021, the current chairman of the Supervisory Board, Sybren Attema, was appointed chairman for a four (4) year term.

On the date of this Offering Memorandum the Supervisory Board was comprised as follows:

Sybren S.U. Attema	Chairman board of the Parent and in that capacity also the chairman of the Supervisory Board. Chairman Supervisory Board since 12 November 2021, member Supervisory Board since 12 November 2021. Other functions: Advisory Council Anders Invest – Food and Agri Fund
Elze Jellema	Vice-chairman board of the Parent. Member Supervisory Board since 17 December 2019. Profession: dairy farmer. Other functions: none
Sandra J.W. Berendsen	Member Supervisory Board since 12 December 2023 and previously was a member of the Supervisory Board from 16 December 2014 until 13 December 2022. Profession: dairy farmer. Other functions: member of the Supervisory Board of KPMG NL.
N. den Besten	Member board of the Parent and in that capacity also member of the Supervisory Board.

	Member Supervisory Board since 7 October 2021. Profession: dairy farmer. Other functions: none.
Petri P.H.M. Hofsté	Member Supervisory Board since 12 December 2023. Profession: Company Executive Director and Supervisory Board member. Other functions: Member of the Supervisory Board of Rabobank Nederland, Achmea B.V. (and various subsidiaries) and Pon Holding B.V., Chair of the Executive Board of Stichting Nyenrode, Vereniging Hendrick de Keyser and Stichting Capital, member of the Executive Board of the Impact Economy Foundation, member of the AFM Financial Reporting and Accountancy commission, member of the Advisory Board of SER Topvrouwen.nl, member of the Advisory Board of WIFS.
Baptiest B.P. Coopmans	Vice-chair Supervisory Board since 13 December 2022. Profession: SVP at LibertyGlobal. Other functions: Member of the Supervisory Board of VodafoneZiggo, member of the Supervisory Board of TNO, member of the Supervisory Board of De Burg Group.
Heiko J.W. Schippers	Member Supervisory Board since 17 December 2019. Profession: Business Group President, Nutrition, Unilever Plc. Other functions: none.
Marleen Vaesen	Member Supervisory Board since13 December 2022. Profession: Company Executive Director. Other functions: Executive Director at Kinepolis, Executive Director at De Eik, Executive Director at MRBB and Executive Director at Arvesta.

4.4. Remuneration, Nomination and Governance Committee

The Remuneration, Nomination and Governance Committee (the "**RNGCo**") consists of at least three members: the chairman of the Supervisory Board together with the external Supervisory Board member with the 'social' profile (broad social background and specific affinity with social relations, human resources and organisation) and another member of the Supervisory Board form the RNGCo. The RNGCo advises the Supervisory Board on the remuneration of, and on the selection and appointment procedures for, Supervisory Board members and Executive Board members. The RNGCo also advises the Supervisory Board on the corporate governance structure of the Issuer. The RNGCo prepares decision-making of the Supervisory Board regarding these matters. As at the date of this Offering Memorandum the RNGCo comprises of: Baptiest Coopmans (chair), Sybren Attema, Heiko Schipper and Elze Jellema. The RNGCo reports its deliberations and findings to the Supervisory Board after each meeting.

4.5. Audit and Risk Committee

The audit and risk committee of the Issuer (the "**Audit and Risk Committee**") consists of at least four members: two 'internal' Supervisory Board members, who are all members of the Shareholder's Board, and two 'external' Supervisory Board members, of which at least one qualifies as a 'financial expert'. The Audit and Risk Committee focuses on monitoring the Executive Board in matters including the integrity and quality of the Issuer's financial and non-financial reporting and the effectiveness of the Issuer's internal risk management and control systems, relations with the internal and external auditors, and compliance with and follow-up on their recommendations and comments, the Issuer's funding, the application of information and communication technology by the Issuer, including risks relating to cybersecurity and the Issuer's tax policy. As at the date of this Offering Memorandum the Audit and Risk Committee comprises of: Petri Hofsté (chair), Nils den Besten, Sandra Addink-Berendsen and Baptiest Coopmans. The Audit and Risk Committee reports its deliberations and findings to the Supervisory Board after each meeting.

4.6. Environmental, Social and Governance (ESG) Committee

The environmental, social and governance committee of the Issuer (the "**ESG Committee**") consists of at least three Supervisory Board members. The ESG Committee focuses on discussing and advising on the Issuer's environmental and social sustainability long-term vision, strategy and target-setting and periodic reviewing and evaluating the execution of this strategy, reviewing and advising on the Issuer's impact, risks and opportunities in relation to environmental and social sustainability matters, reviewing the Issuer's capabilities and leadership in the field of environmental and social sustainability, and advising on the Issuer's stakeholders management on environmental and social sustainability matters. At as the date of this Offering Memorandum the ESG Committee comprises of: Nils den Besten (chair), Sybren Attema, Petri Hofsté and Marleen Vaesen.

4.7. Executive Board

Composition, tasks and responsibilities of the Executive Board

The Executive Board, which on the grounds of the Articles of Association comprises at least the Chief Executive Officer (CEO) and the Chief Financial Officer (CFO), is collectively responsible for the management of the Issuer. This means that the Executive Board's responsibilities include the policy and business operations within the Issuer and with this the achievement of the goals, strategy, profit development and the social aspects of doing business that are relevant for the Issuer. The Executive Board must establish a position on the relevance of sustainable long-term value creation for the Issuer and its business and take into account the relevant stakeholder interests. The Executive Board is also responsible for compliance with legislation and regulations, management of the risks associated with the Issuer's activities, and the financing of the Issuer. The Executive Board discusses the internal risk management and control systems with the Supervisory Board and the Audit and Risk Committee of the Supervisory Board.

In the execution of its duties the Executive Board is focused on sustainable long-term value creation by the Issuer and its associated companies, and formulates an appropriate strategy for this purpose. The Executive Board is accountable to the Supervisory Board for its management conducted.

On the date of this Offering Memorandum the Executive Board was comprised as follows:

Jan Derck (J.D.) van Karnebeek CEO	Member of the Executive Board as *chief executive officer* of the Issuer since 1 June 2023 *Responsible for:* Business Groups Communication Company Secretariat and Group Legal

	Corporate Strategy and Mergers & Acquisitions
Hans (J.G.) Janssen CFO	Member of the Executive Board as *chief financial officer* of the Issuer since 1 May 2021. *Responsible for:* Corporate Finance & Reporting Corporate Internal Audit Corporate Tax Corporate Treasury Global Finance Processes and Shared Services, Enterprise Risk Management Corporate Real Estate and Corporate Internal Control Corporate IT, Corporate Legal and Business Conduct
David (D.A.) Cutter Chief Supply Chain and Research & Development Officer	Member of the Executive Board as *chief supply chain and research & development officer* since 3 October 2022 *Responsible for*: Supply Chain Research & Development
Mireille (M.) Einwachter Chief Sustainability Officer	Member of the Executive Board as *chief sustainability officer* since 1 August 2023 *Responsible for*: Corporate Sustainability, Cooperative Affairs and Public Affairs

4.8. Executive Team (the "Executive Team")

Composition, tasks and responsibilities

The Executive Board in its day-to-day affairs is supported by the Executive Team. The Executive Team consists of all members of the Executive Board, the Chief People Officer, the President Europe, the President MEPA, the President Retail & Americas, the President Asia, the President Specialised Nutrition, the President Ingredients and the President Professional & Trading. The task of the Executive Team is to determine and implement the strategy, allocate resources, manage integrated milk valorisation, transform objectives into specific plans, and manage operating companies and departments within their respective areas of responsibility.

Appointment of Executive Team members

The members of the Executive Team (except for the members of the Executive Board) are appointed by the CEO following approval by the Supervisory Board and after consultation of the RNGCo.

Remuneration policy for the members of the Executive Board and the Executive Team

All relevant recommendations of the Code are applied in the remuneration policy. The remuneration policy is adopted on the recommendation of the Supervisory Board and can changed by the Shareholder's Board (in its capacity as sole shareholder of the Issuer), following consultation with the RNGCo. This policy is accounted for every year in the Members Council meeting of the Parent. Each year, the CEO and the Chief People Officer discuss the remuneration of the members of the Executive Team with the Supervisory Board during the internal deliberations of the Supervisory Board, in the absence of the other members of the Executive Board.

On the date of this Offering Memorandum the Executive Team was comprised of the following members next to the members of the Executive Board:

Patricia Snel	Member Executive Team since 1 July 2023. Function: Chief People Officer.
Dustin Woodward	Member Executive Team since 1 October 2023. Function: President Europe.
Tuncay Özgüner	Member Executive Team since 1 October 2023. Function: President Retail & Americas
Ali Khan	Member Executive Team since 1 October 2023. Function: President MEPA.
Corine Tap	Member Executive Team since 1 October 2023 Function: President Asia.
Herman Ermens	Member Executive Team since 1 December 2019. Function: President Ingredients.
Roger Loo	Member Executive Team since 1 October 2023. Function: President Professional & Trading.
Harvey Uong	Member Executive Team since 1 October 2023 Function: President Specialised Nutrition

4.9. Conflict of interest

Members of the Shareholder's Board, and therefore also the 'internal' members of the Supervisory Board, sell milk to the Issuer. The Shareholder's Board is not aware of any potential direct or indirect conflict of interest which is relevant for the issue of the Securities.

The Issuer is not aware of any potential direct or indirect conflict of interest between the duties of the members of the Supervisory Board and/or the Executive Board towards the Issuer and their own interests or other duties.

5. Information on important subsidiaries of the Issuer

The Issuer holds all shares in the capital of, among others, FrieslandCampina International Holding B.V. and FrieslandCampina B.V. FrieslandCampina B.V. holds all shares in the capital of FrieslandCampina Nederland B.V. and is also general partner in FC C.V. The largest part of the Dutch business activities are held through FC C.V. All foreign activities are held through FrieslandCampina International Holding B.V.

6. Legal and arbitration proceedings

The Issuer has made a provision of 58 million euros following a judgment in a legal dispute between its subsidiary, FrieslandCampina (Thailand) Public Company Limited, and a business-to-business client. The court, on the basis of its interpretation of the contract between both parties, concluded that FrieslandCampina (Thailand) Public Company Limited had charged its client too much over a period of 10 years. Pursuant to this ruling, FrieslandCampina (Thailand) Public Company Limited was required to compensate its business client for 58 million euros. On 3 October 2023, the Bangkok Commercial Court of Appeal overruled the judgment of the Court of First Instance in the business dispute between FrieslandCampina (Thailand) Public Company Limited and the business client. The Court of Appeal ruled that FrieslandCampina (Thailand) Public Company Limited is not liable to pay 58 million euros in damages alleged by the business client. Since parties can still file an appeal before the Supreme Court of Thailand, the provision has not been released yet at the time of this Offering Memorandum.

The Issuer is furthermore involved in a number of legal and arbitration proceedings in the Netherlands and outside the Netherlands in connection with its regular business activities. The Issuer believes these proceedings, should they have an adverse effect for the Issuer, will not have a material negative impact on the Issuer financial position or results or on the organization with which it is affiliated. Save for the provision in the legal dispute as mentioned above, in the period of the financial statements as included in this Offering Memorandum neither the Issuer nor its legal predecessors, have paid damages in connection with legal or arbitration proceedings that have had a material negative impact on the financial position or results of the Issuer (or its legal predecessors) or on the organization with which it is affiliated. Disputes and legal proceedings are subject to many uncertainties. The Issuer can therefore not guarantee that legal and arbitration proceedings in the future will not have a material negative impact on its financial position or results (or of its legal predecessors) or on the organisation with which it is affiliated.

7. Material Agreements

There are no material contracts entered into the ordinary course of business of the Issuer which could result in any Group member being under an obligation or entitlement that is material to the Issuer's ability to meet its obligation to security holders in respect of the securities being issued.

Use of Proceeds

The net proceeds from the issue of the Securities will be applied by the Issuer for its general corporate purposes (which may include, without limitation, the refinancing of existing debt, including the refinancing of the existing €300,000,000 Reset Rate Perpetual Capital Securities with a First Reset Date on 10 December 2025 (ISIN: XS2228900556) in the context of a tender offer).

Taxation in the Netherlands

General

The following summary outlines the principal Dutch tax consequences of the acquisition, holding, settlement, redemption and disposal of the Securities, but does not purport to be a comprehensive description of all Dutch tax considerations that may be relevant. For purposes of Dutch tax law, a holder of Securities may include an individual or entity who does not have the legal title of these Securities, but to whom nevertheless the Securities or the income thereof is attributed based on specific statutory provisions or on the basis of such individual or entity having an interest in the Securities or the income thereof. This summary is intended as general information only and each prospective investor should consult a professional tax adviser with respect to the tax consequences of the acquisition, holding, settlement, redemption and disposal of the Securities.

This summary is based on tax legislation, published case law, treaties, regulations and published policy, in each case as in force as of the date of this Offering Memorandum, and does not take into account any developments or amendments thereof after that date whether or not such developments or amendments have retroactive effect.

This summary does not address the Dutch tax consequences for:

(i) investment institutions (*fiscale beleggingsinstellingen*);

(ii) pension funds, exempt investment institutions (*vrijgestelde beleggingsinstellingen*) or other entities that are not subject to or exempt from Dutch corporate income tax;

(iii) holders of Securities holding a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in the Issuer and holders of Securities of whom a certain related person holds a substantial interest in the Issuer. Generally speaking, a substantial interest in the Issuer arises if a person, alone or, where such person is an individual, together with his or her partner (statutory defined term), directly or indirectly, holds or is deemed to hold (i) an interest of 5% or more of the total issued capital of the Issuer or of 5% or more of the issued capital of a certain class of shares of the Issuer, (ii) rights to acquire, directly or indirectly, such interest or (iii) certain profit sharing rights in the Issuer;

(iv) persons to whom the Securities and the income from the Securities are attributed based on the separated private assets (*afgezonderd particulier vermogen*) provisions of the Dutch Income Tax Act 2001 (*Wet inkomstenbelasting 2001*) and the Dutch Gift and Inheritance Tax Act 1956 (*Successiewet 1956);*

(v) entities which are a resident of Aruba, Curacao or Sint Maarten that have an enterprise which is carried on through a permanent establishment or a permanent representative on Bonaire, Sint Eustatius or Saba and the Securities are attributable to such permanent establishment or permanent representative; and

(vi) individuals to whom the Securities or the income from the Securities are attributable to employment activities which are taxed as employment income in the Netherlands.

Where this summary refers to 'the Netherlands' or 'Dutch', such reference is restricted to the part of the Kingdom of the Netherlands that is situated in Europe and the legislation applicable in that part of the Kingdom.

Withholding Tax

All payments made by the Issuer under the Securities may - except in certain specific cases as described below - be made free of withholding or deduction for any taxes of whatsoever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein.

Dutch withholding tax may apply on certain (deemed) interest due and payable to an affiliated (*gelieerde*) entity of the Issuer if such entity (i) is considered to be resident (*gevestigd*) in a jurisdiction that is listed in the yearly updated Dutch Regulation on low-taxing states and non-cooperative jurisdictions for tax purposes (*Regeling laagbelastende staten en niet-coöperatieve rechtsgebieden voor belastingdoeleinden*), or (ii) has a

permanent establishment located in such jurisdiction to which the interest is attributable, or (iii) is entitled to the interest payable for the main purpose or one of the main purposes to avoid taxation of another person, or (iv) is not considered to be the recipient of the interest in its jurisdiction of residence because such jurisdiction treats another (lower-tier) entity as the recipient of the interest (hybrid mismatch), or (v) is not treated as resident anywhere (also a hybrid mismatch), or (vi) is a reverse hybrid whereby the jurisdiction of residence of a participant that has a qualifying interest (*kwalificerend belang*) in the reverse hybrid treats the reverse hybrid as tax transparent and that participant would have been taxable based on one (or more) of the items in (i)-(v) above had the interest been due to him directly, all within the meaning of the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*).

Corporate and Individual Income Tax

Residents of the Netherlands

If a holder of Securities is a resident of the Netherlands or deemed to be a resident of the Netherlands for Dutch corporate income tax purposes and is fully subject to Dutch corporate income tax or is only subject to Dutch corporate income tax in respect of an enterprise to which the Securities are attributable, income derived from the Securities and gains realised upon the redemption, settlement or disposal of the Securities are generally taxable in the Netherlands (at up to a maximum rate of 25.8%).

If an individual is a resident of the Netherlands or deemed to be a resident of the Netherlands for Dutch individual income tax purposes income derived from the Securities and gains realised upon the redemption, settlement or disposal of the Securities are taxable at the progressive rates (at up to a maximum rate of 49.5%) under the Dutch Income Tax Act 2001, if:

(i) the individual is an entrepreneur (*ondernemer*) and has an enterprise to which the Securities are attributable or the individual has, other than as a shareholder, a co-entitlement to the net worth of an enterprise (*medegerechtigde*), to which enterprise the Securities are attributable; or

(ii) such income or gains qualify as income from miscellaneous activities (*resultaat uit overige werkzaamheden*), which includes activities with respect to the Securities that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*).

If neither condition (i) nor condition (ii) above applies, an individual that holds the Securities, must in principle determine taxable income with regard to the Securities on the basis of a deemed return on savings and investments (*sparen en beleggen*). This deemed return on savings and investments is determined based on the individual's yield basis (*rendementsgrondslag*) at the beginning of the calendar year (1 January), insofar as the individual's yield basis exceeds a statutory threshold (*heffingvrij vermogen*) (EUR 57,000 in 2024). The individual's yield basis is determined as the fair market value of certain qualifying assets held by the individual less the fair market value of certain qualifying liabilities on 1 January. The individual's deemed return is calculated by multiplying the individual's yield basis with a 'deemed return percentage' (*effectief rendementspercentage*), which percentage depends on the actual composition of the yield basis, with separate deemed return percentages for savings (*banktegoeden*), other investments (*overige bezittingen*) and debts (*schulden*). As of 1 January 2024, the percentage for other investments, which include the Securities, is set at 6.04%.

However, on 6 June 2024 the Dutch Supreme Court (*Hoge Raad*) ruled in a number of cases (i.e. ECLI:NL:HR:2024:704, ECLI:NL:HR:2024:705, ECLI:NL:HR:2024:756, ECLI:NL:HR:2024:771 and ECLI:NL:HR:2024:813) that the current system of taxation in relation to an individual's savings and investments based on a 'deemed return' contravenes with Section 1 of the First Protocol to the European Convention on Human Rights in combination with Section 14 of the European Convention on Human Rights if the deemed return applicable to the savings and investments exceeds the actual return (*werkelijk rendement*) in the respective calendar year. In these rulings, the Dutch Supreme Court has also provided guidance for calculating the actual return: (i) all assets that are taxed under the regime for savings and investments are taken into account, and the statutory threshold will not be deducted from the individual's yield basis; (ii) the actual return should be based on a nominal return without considering inflation; (iii) the actual return includes not only benefits derived from assets, such as interest, dividends and rental income, but also positive and negative changes in the value of these assets, including unrealized value changes; (iv) costs are not taken into account

for determining the actual return, but interest on debts that are included in the individual's yield basis should be taken into account; and (v) positive or negative returns from previous years are not taken into account.

If the individual demonstrates that the actual return – calculated in accordance with the guidelines of the Dutch Supreme Court – is lower than the deemed return, only the actual return should be taxed under the regime for savings and investments. As of the date of this Offering Memorandum, no legislative changes have been proposed by the Dutch legislator in response to the 6 June 2024 rulings.

The deemed or actual return on savings and investments is taxed at a rate of 36%.

Non-residents of the Netherlands

If a person is not a resident of the Netherlands nor is deemed to be a resident of the Netherlands for Dutch corporate or individual income tax purposes, such person is not liable to Dutch income tax in respect of income derived from the Securities and gains realised upon the settlement, redemption or disposal of the Securities, unless:

(i) the person is not an individual and such person (1) has an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands to which permanent establishment or permanent representative the Securities are attributable, or (2) is (other than by way of securities) entitled to a share in the profits of an enterprise or a co-entitlement to the net worth of an enterprise, which is effectively managed in the Netherlands and to which enterprise the Securities are attributable.

This income is subject to Dutch corporate income tax at up to a maximum rate of 25.8%.

(ii) the person is an individual and such individual (1) has an enterprise or an interest in an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands to which permanent establishment or permanent representative the Securities are attributable, or (2) realises income or gains with respect to the Securities that qualify as income from miscellaneous activities in the Netherlands which includes activities with respect to the Securities that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*), or (3) is other than by way of securities entitled to a share in the profits of an enterprise which is effectively managed in the Netherlands and to which enterprise the Securities are attributable.

Income derived from the Securities as specified under (1) and (2) is subject to individual income tax at progressive rates up to a maximum rate of 49.5%. Income derived from a share in the profits of an enterprise as specified under (3) that is not already included under (1) or (2) will be taxed on the basis of a deemed return on income from savings and investments (as described above under "Residents of the Netherlands"). The fair market value of the share in the profits of the enterprise (which includes the Securities) will be part of the individual's Netherlands yield basis.

Gift and Inheritance Tax

Dutch gift or inheritance taxes will not be levied on the occasion of the transfer of a Security by way of gift by, or on the death of, a holder of a Security, unless:

(i) the holder of a Security is, or is deemed to be, resident in the Netherlands for the purpose of the relevant provisions; or

(ii) the transfer is construed as an inheritance or gift made by, or on behalf of, a person who, at the time of the gift or death, is or is deemed to be resident in the Netherlands for the purpose of the relevant provisions.

Value Added Tax

In general, no value added tax will arise in respect of payments in consideration for the issue of the Securities or in respect of a cash payment made under the Securities, or in respect of a transfer of Securities.

Other Taxes and Duties

No registration tax, customs duty, transfer tax, stamp duty or any other similar documentary tax or duty will be payable in the Netherlands by a holder in respect of or in connection with the subscription, issue, placement, allotment, delivery or transfer of the Securities.

The proposed financial transactions tax ("FTT")

The European Commission has published a proposal for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the **participating Member States**). However, Estonia has since stated that it will not participate.

The proposed FTT has very broad scope and could, if introduced in its current form, apply to certain dealings in the Securities (including secondary market transactions) in certain circumstances.

Under current proposals the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Securities where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between the participating Member States and is the subject of legal challenge. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate. Prospective holders of the Securities are advised to seek their own professional advice in relation to the FTT.

Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a foreign financial institution (as defined by FATCA) may be required to withhold on certain payments it makes (foreign passthru payments) to persons that fail to meet certain certification, reporting or related requirements. The Issuer may be a foreign financial institution for these purposes. A number of jurisdictions (including the Netherlands) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (IGAs), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Securities, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Securities, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Securities, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register and the Securities issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are filed with the U.S. Federal Register generally would be grandfathered for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the Issuer). However, if additional Securities (as described under "Terms and Conditions—Further Issues") that are not distinguishable from previously issued Securities are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Securities, including Securities offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA.

Holders should consult their own tax advisers regarding how these rules may apply to their investment in the Securities.

Subscription and Sale

ABN AMRO Bank N.V., BNP PARIBAS, Citigroup Global Markets Europe AG, HSBC Continental Europe and ING Bank N.V. (the "**Joint Bookrunners**") have, pursuant to a subscription agreement dated 21 October 2024 (the "**Subscription Agreement**"), jointly and severally agreed with the Issuer, subject to the satisfaction of certain conditions, to subscribe for the Securities at a purchase price of 99.908 per cent. of their principal amount less a combined selling, management and underwriting commission. The Issuer will also reimburse the Joint Bookrunners in respect of certain of their expenses, and has agreed to indemnify the Joint Bookrunners against certain liabilities, incurred in connection with the issue of the Securities. The Subscription Agreement entitles the Joint Bookrunners to terminate it in certain circumstances prior to payment in respect of the Securities being made to the Issuer.

SELLING RESTRICTIONS

General

Neither the Issuer nor any Joint Bookrunner has made any representation that any action will be taken in any jurisdiction by the Joint Bookrunners or the Issuer that would permit a public offering of the Securities, or possession or distribution of this Offering Memorandum (in preliminary, proof or final form) or any other offering or publicity material relating to the Securities (including roadshow materials and investor presentations), in any country or jurisdiction where action for that purpose is required.

Persons into whose hands this Offering Memorandum comes are required by the Issuer and the Joint Bookrunners to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver the Securities or have in their possession or distribute such offering material, in all cases at their own expense.

Each Joint Bookrunner has agreed that it will comply, to the best of its knowledge, with all applicable laws and regulations in each jurisdiction in which it acquires, offers, sells or delivers Securities or has in its possession or distributes this Offering Memorandum (in preliminary, proof or final form) or any such other material, in all cases at its own expense.

United States

The Securities 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 (as defined in Regulation S under the Securities Act) except pursuant to an exemption from, or in certain transactions exempt from the registration requirements of the Securities Act. Each Joint Bookrunner has agreed that it will not offer, sell or deliver the Securities, (i) as part of its distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date (the "Resale Restriction Termination Date"), within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each dealer to which it sells the Securities prior to the Resale Restriction Termination Date a confirmation or other notice setting forth the restrictions on offers and sales of the Securities within the United States or to, or for the account or benefit of, U.S. persons.

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

In addition, until 40 days after the commencement of the offering of the Securities, an offer or sale of Securities within the United States by any dealer (whether or that is not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act.

United Kingdom

Each Joint Bookrunner has 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 UK Financial Services and Markets Act 2000 (the "**FSMA**") received by it in connection with the issue or sale of the Securities 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 Securities in, from or otherwise involving the United Kingdom.

Prohibition of sales to UK Retail Investors

Each Joint Bookrunner has represented and agreed that it has not offered, sold or otherwise made available to and will not offer, sell or otherwise make available any Securities to any retail investor in the UK. For the purposes of this provision:

(a) the expression "**retail investor**" means a person who is one (or more) of the following:

(i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or

(ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; and

(b) the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe the Securities.

Prohibition of sales to EEA Retail Investors

Each Joint Bookrunner has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Securities to any retail investor in the EEA or anywhere in the world. For the purposes of this provision:

(a) the expression "**retail investor**" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or

(ii) a customer within the meaning of 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; and

(b) the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities.

Italy

No application has been or will be made by any person to obtain an authorization from *CommissioneNazionale per le Società e la Borsa* ("**CONSOB**") for the public offering (*offerta al pubblico*) of the Securities in the Republic of Italy. Accordingly, no Securities may be offered, sold or delivered, nor may copies of this Offering Memorandum or of any other document relating to the Securities be distributed in the Republic of Italy, except:

(a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 2 of Regulation (EU) No. 1129 of 14 June 2017 (the Prospectus Regulation) and any application provision of Legislative Decree No. 58 of 24 February 1998, as amended (the Financial Services Act) and Italian CONSOB regulations; or

(b) in any other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the Prospectus Regulation, Article 34-ter of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time, and the applicable Italian laws.

Any offer, sale or delivery of the Securities or distribution of copies of this Offering Memorandum or any other document relating to the Securities in the Republic of Italy under (i) or (ii) above must:

(a) be made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 20307 of 15 February 2018 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the "**Banking Act**"); and

(b) comply with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy (including the reporting requirements, where applicable, pursuant to Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

Japan

The Securities have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the "**FIEA**") and, accordingly, each Joint Bookrunner has represented and agreed that it will not offer or sell any Securities directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan or to others for re-offering or resale, directly or indirectly, in Japan or to any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the FIEA and other relevant laws and regulations of Japan. As used in this paragraph, **resident of Japan** means any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

Switzerland

This Offering Memorandum is not intended to constitute an offer or solicitation to purchase or invest in the Securities described herein. The Securities may not be publicly offered, sold or advertised, directly or indirectly, in, into or from Switzerland and will not be listed on the SIX Swiss Exchange or on any other exchange or regulated trading facility in Switzerland within the meaning of the Swiss Financial Services Act (the "**FinSA**"). Neither this Offering Memorandum nor any other offering or marketing material relating to the Securities constitutes a prospectus as such term is understood pursuant to the FinSA, and neither this Offering Memorandum nor any other offering or marketing material relating to the Securities may be publicly distributed or otherwise made publicly available in Switzerland. None of this Offering Memorandum, any other offering or marketing material relating to the offering, the Issuer or the Securities have been or will be filed with or approved by any Swiss regulatory authority. The Securities are not subject to the supervision by any Swiss regulatory authority, e.g., the Swiss Financial Markets Supervisory Authority FINMA, and investors in the Securities will not benefit from protection or supervision by such authority.

Singapore

Each Joint Bookrunner has acknowledged that this Offering Memorandum has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Bookrunner has represented and agreed that it has not offered or sold any Securities or caused the Securities to be made the subject of an invitation for subscription or purchase and will not offer or sell any Securities or cause the Securities 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 Securities, 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) 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.

General

The offering of the Securities to persons resident in, or who are citizens of, a particular jurisdiction may be affected by the laws of that jurisdiction. Investors should consult their professional advisers as to whether the investor requires any governmental or any other consent or needs to observe any other formalities to enable the investor to purchase the Securities.

General Information

1. This Offering Memorandum has been approved by Euronext Dublin as listing particulars. Application has been made to Euronext Dublin for the Securities to be admitted to the Official List and trading on the GEM which is the exchange regulated market of Euronext Dublin. The GEM is not a regulated market for the purposes of Directive 2014/65/EU.

   Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Issuer in connection with the Securities and is not itself seeking admission of the Securities to trading on the Global Exchange Market of Euronext Dublin.

2. The Issuer has obtained all necessary consents, approvals and authorisations in The Netherlands in connection with the issue and performance of the Securities. The creation and issue of the Securities was authorised by resolutions of the Executive Board, the Supervisory Board and the general meeting of the Issuer passed on 10 October 2024, 9 October 2024 and 7 October 2024, respectively.

3. There has been no significant change in the financial or trading position of the Issuer or the Issuer and its subsidiaries, taken as a whole, since 30 June 2024. There has been no material adverse change in the prospects of the Issuer or the Issuer and its subsidiaries, taken as a whole, since 31 December 2023.

4. Except as described under "*Legal and Arbitration Proceedings"* in the section "*Business Description of the Issuer*", the Issuer is not, nor has it been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the 12 months preceding the date of this Offering Memorandum which may have or has had in the recent past significant effects on the financial position or profitability of the Issuer or of the Issuer and its subsidiaries, taken as a whole.

5. The Issuer's legal entity identifier (LEI) is 724500CDWM1CHYS8AP31.

6. The Securities have been accepted for clearance through the Euroclear and Clearstream, Luxembourg systems (which are the entities in charge of keeping the records). The International Securities Identification Number (ISIN) for the Securities is XS2913056797 and the Common Code is 291305679.

   The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy L-1855 Luxembourg.

7. Where information in this Offering Memorandum has been sourced from third parties, this information has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from the information published by such third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third-party information is identified where used.

8. The consolidated financial statements as of and for the years ended 31 December 2023 and 31 December 2022 have been audited in accordance with Dutch law, including the Dutch Standards on Auditing, by PricewaterhouseCoopers Accountants N.V., an independent auditor, as stated in its unqualified auditor's reports incorporated by reference herein. The auditor signing the auditor's reports on behalf of PricewaterhouseCoopers Accountants N.V., Thomas R. Malthusstraat 5, 1066 JR, Amsterdam, is a member of the Netherlands Institute of Chartered Accountants (*Nederlandse Beroepsorganisatie van Accountants*). The auditor of the Issuer has no material interest in the Issuer. PricewaterhouseCoopers Accountants N.V. has given, and has not withdrawn, its consent to the incorporation by reference of its reports in this Offering Memorandum in the form and context in which they are incorporated.

9. Save for the commissions and any fees payable to the Joint Bookrunners, no person involved in the issue of the Securities has an interest, including conflicting ones, material to the offer.

10. Copies of the following documents will be available in electronic form free of charge, from the registered office of the Issuer and from the specified office of the Paying Agents for as long as the Securities are listed on the Official List of Euronext Dublin and admitted to trading on the Global Exchange Market:

    (A) this Offering Memorandum;

    (B) the Documents Incorporated by Reference; and

    (C) the Agency Agreement dated the Issue Date between the Issuer and the agents named therein.

11. For the period from the Issue Date to the First Reset Date, the yield will be 4.875 per cent. per annum. The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

12. The Securities are expected to be rated BB+ by S&P and BBB- by Fitch. The Issuer has an issuer credit rating from S&P of BBB with a stable outlook and from Fitch of BBB+ with a stable outlook. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

13. The following legend will appear on all Securities (other than the Temporary Global Security) and on all Coupons and Talons relating to such Securities:

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

14. Certain of the Joint Bookrunners and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services to the Issuer and its affiliates in the ordinary course of business for which they have received or will receive customary fees and expenses.

    In addition, in the ordinary course of their business activities, the Joint Bookrunners and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer's affiliates. Certain of the Joint Bookrunners or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Joint Bookrunners and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Securities. Any such short positions could adversely affect future trading prices of the Securities. The Joint Bookrunners 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.

Registered Office of the Issuer

Royal FrieslandCampina N.V.
Stationsplein 4
3818 LE Amersfoort
The Netherlands

Global Coordinators and Structuring Agents to the Issuer

BNP PARIBAS
16, boulevard des Italiens
75009 Paris
France

Citigroup Global Markets Europe AG
Reuterweg 16
60323 Frankfurt am Main
Germany

Joint Bookrunners

ABN AMRO Bank N.V.
Gustav Mahlerlaan 10
1082 PP Amsterdam
The Netherlands

HSBC Continental Europe
38, avenue Kléber
75116 Paris
France

ING Bank N.V.
Foppingadreef 7
1102 BD Amsterdam
The Netherlands

Principal Paying Agent and Calculation Agent

Citibank, N.A., London Branch
Citigroup Centre
Canada Square
Canary Wharf
United Kingdom

Auditor of the Issuer

PricewaterhouseCoopers Accountants N.V.
Thomas R. Malthusstraat 5
1066 JR Amsterdam
The Netherlands

Listing Agent

Arthur Cox Listing Services Limited
Ten Earlsfort Terrace
Dublin 2 D02 T380
Ireland

Legal Advisers

To the Issuer

Allen Overy Shearman Sterling LLP
Apollolaan 15
1077 AB Amsterdam
The Netherlands

To the Joint Bookrunners

Linklaters LLP
Zuidplein 180
1077 XV Amsterdam
The Netherlands