

## Pricing Supplement



9 November 2021

**European Bank for Reconstruction and Development**  
**KZT 12,500,000,000 Floating Rate (TONIA Index Linked) Notes due 11 November 2024 (the**  
**“Notes”)**  
**issued pursuant to the**  
**European Bank for Reconstruction and Development**  
**€45,000,000,000 Global Medium-Term Note Programme for the issue of notes**

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Offering Circular dated 3 July 2012, as supplemented by the Supplementary Offering Circular dated 22 July 2019 (together, the “**Offering Circular**”). This Pricing Supplement must be read in conjunction with such Offering Circular. Full information on the Notes is only available on the basis of the combination of this Pricing Supplement and the Offering Circular. The Offering Circular is available for viewing and copies may be obtained from the Issuer at One Exchange Square, London, EC2A 2JN, United Kingdom.

### SUMMARY OF THE NOTES

1	Specified Currency:	Kazakh Tenge (“KZT”), the lawful currency of the Republic of Kazakhstan
2	Nominal Amount:	KZT 12,500,000,000
3	Type of Note:	Floating Rate
4	Issue Date:	10 November 2021
5	Issue Price:	100.00 per cent. of the Nominal Amount
6	Maturity Date:	11 November 2024 (subject to the provisions set out in Annex A hereto)
7	Fungible with existing Notes:	No

### FORM OF THE NOTES

8	Form of Note:	Registered
9	New Global Note:	No
10	Specified Denomination:	KZT 1,000
11	Exchange of Bearer Notes:	Not Applicable
12	(a) Talons for future Coupons to be attached to definitive Bearer Notes:	No
	(b) Date(s) on which the Talons mature:	Not Applicable

- |    |   |   |
|----|---|---|
| 13 | (a) Depository for and registered holder of Registered Global Note: | Citiciv Nominees Limited with beneficial ownership registered with the Kazakhstan Central Securities Depository JSC ("KCSB")  |
|    | (b) Exchange of Registered Global Note:                             | Registered Global Note will only be exchangeable for definitive Registered Notes upon 45 days' written notice in the limited circumstances as described on page 42 of the Offering Circular |

#### PROVISIONS RELATING TO INITIAL PAYMENT

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|----|--------------------|----|
| 14 | Partly Paid Notes: | No |
|----|--------------------|----|

#### PROVISIONS RELATING TO INTEREST

- |    |   |   |
|----|---|---|
| 15 | Interest Commencement Date:                               | 11 November 2021  |
| 16 | Fixed Rate Notes:   | Not Applicable  |
| 17 | Zero Coupon Notes:  | Not Applicable  |
| 18 | Floating Rate Notes and Indexed Notes:                    | Applicable  |
|    | (a) Manner in which Rate of Interest is to be determined: | See the provisions set out in Annex B hereto  |
|    | (b) Margin(s):  | 0.00 per cent. per annum  |
|    | (c) Minimum Rate of Interest (if any):                    | 0.00 per cent. per annum  |
|    | (d) Maximum Rate of Interest (if any):                    | Not Applicable  |
|    | (e) Floating Day Count Fraction:                          | Actual/365 (Fixed)  |
| 19 | If ISDA Determination:                                    |   |
|    | (a) Floating Rate Option:                                 | Not Applicable  |
|    | (b) Designated Maturity:                                  | Not Applicable  |
|    | (c) Reset Date:   | Not Applicable  |
|    | (d) ISDA Definitions:                                     | Not Applicable  |
| 20 | If Screen Rate Determination:                             | Applicable, subject as provided in Annex A and Annex B below  |
|    | (a) Reference Rate:                                       | Compounded TONIA, as defined in the Annex B below   |
|    | (b) Relevant Screen Page:                                 | <a href="https://kase.kz/en/money_market/repo-indicators/tonia_compounded/">https://kase.kz/en/money_market/repo-indicators/tonia_compounded/</a> , subject to the provisions set out in Annex B                                      |
|    | (c) Interest Determination Date:                          | Fourteen calendar days prior to the Interest Payment Date for the relevant Interest Period, provided that if such day is not a London Business Day, the Interest Determination Date shall be the next succeeding London Business Day. |
|    |   | For purposes of this paragraph, "London Business Day" means any day (other than a   |

Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London.

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|-----------|--|--|
| <b>21</b> | If Indexed:  | Not applicable   |
| <b>22</b> | If Rate of Interest not to be determined by ISDA or Screen Rate Determination or by reference to an Index or Formula:  | Not applicable   |
| <b>23</b> | General Provisions for Floating Rate Notes and Indexed Notes:  |  |
|           | (a) Specified Period (or, in the case of Notes where the Interest Payment Date(s) are fixed, the Interest Payment Date(s)):  | Interest Payment Dates shall be 11 February, 11 May, 11 August and 11 November of each year commencing on, and including, 11 February 2022 and ending on, and including, the Maturity Date, subject to adjustment in accordance with the Business Day Convention specified below and subject to the provisions set out in Annex A hereto |
|           | (b) Business Day Convention:   | Following Business Day Convention  |
|           | (c) Business Day definition if different from that in Condition 4(b)(i):   | Condition 4(b)(i) applies (and for the avoidance of doubt, Almaty shall be the principal financial centre). London and New York City shall be additional business centres.   |
|           | (d) Calculation of interest to be adjusted in accordance with Business Day Convention specified above:   | Yes  |
|           | (e) Terms relating to calculation of Interest Amount:  | Condition 4(b)(v) applies  |
|           | (f) Party responsible for calculation of the Interest Amount:  | Citibank, N.A. (the " <b>Calculation Agent</b> ")  |
|           | (g) Party responsible for making any determinations ancillary to or in connection with the calculation of the Interest Amount, including Rate of Interest (if applicable): | The Calculation Agent – see the Annex  |
|           | (h) Any amendment to the definition in Condition 4(b)(iii) of Euro-zone:   | Not Applicable   |

#### **PROVISIONS REGARDING PAYMENTS/DELIVERIES**

- |           |  |  |
|-----------|--|--|
| <b>24</b> | Definition of "Payment Day" for the purpose of Condition 6(e) if different to that set out in Condition 6: | Condition 6(e) applies (and for the avoidance of doubt, Almaty shall be the principal financial centre). London and New York City shall be additional business centres |
| <b>25</b> | Dual Currency Notes:   | Not Applicable   |
| <b>26</b> | Physically Settled Notes:  | Not Applicable   |

## PROVISIONS REGARDING REDEMPTION/MATURITY

- |    |     |   |  |
|----|-----|---|--|
| 27 | (a) | Redemption at Issuer's option:  | No   |
|    | (b) | Redemption at Noteholder's option:  | No   |
| 28 | (a) | Final Redemption Amount per Specified Denomination ( <i>other than</i> an Indexed or Formula Note where the index or formula applies to the redemption amount): | 100 per cent. per Specified Denomination   |
|    | (b) | Final Redemption Amount for each Indexed Note where the Index or Formula applies to the Final Redemption Amount:  | Not Applicable   |
| 29 |     | Instalment Note:  | Not Applicable   |
| 30 |     | Early Redemption Amount for each Note payable on an event of default:   | Condition 5(d) applies, subject to provisions set out in Annex A and Annex B hereto. |

## DISTRIBUTION, CLEARING AND SETTLEMENT PROVISIONS

- |    |  |   |   |
|----|--|---|---|
| 31 |  | Method of distribution:   | Non-syndicated, via the subscription process as set out in Annex C  |
| 32 |  | If Syndicated, names and addresses of Joint Lead Managers or, if Non-Syndicated name and address of the Dealer: | JSC "Tengri Partners Investment Banking (Kazakhstan)"<br>7th Floor, Nurlı Tau 4B, 17 Al-Farabi<br>Almaty 050059<br>Kazakhstan   |
| 33 |  | Date of Syndication Agreement:  | Not Applicable  |
| 34 |  | Stabilising Manager(s):   | None  |
| 35 |  | Additional selling restrictions:  | None  |
| 36 |  | Details of additional/alternative clearing system approved by the Issuer and the Agent:                         | The Notes shall be cleared in Clearstream, Luxembourg and Euroclear, although initially in the former only. Interest in the Notes shall be registered with the KCSD, as set out in Annex C. |
| 37 |  | Intended to be held in a manner which would allow Eurosystem eligibility:                                       | No  |
| 38 |  | Common Code:  | 240497450   |
|    |  | ISIN Code:  | XS2404974508  |
|    |  | CUSIP Number:   | Not Applicable  |
| 39 |  | Listing:  | Application will be made by the Issuer (or on its behalf) for the Notes to be admitted to the official list of the Kazakhstan Stock Exchange ("KASE").                                      |
| 40 |  | In the case of Notes denominated in the currency of a country that  | Not Applicable  |

subsequently adopts the euro in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union, whether the Notes will include a redenomination clause providing for the redenomination of the Specified Currency in euro (a "Redenomination Clause"), and, if so specified, the wording of the Redenomination Clause in full and any wording in respect of redenominalisation and/or consolidation (provided they are fungible) with other Notes denominated in euro.

**41 Additional Information:**

The provisions set out in Annex A, Annex B and Annex C shall apply to the Terms and Conditions in accordance herewith.

In addition, potential investors should note the additional risk factors set out below. These risk factors do not constitute any form of advice and potential investors should seek their own independent advice with respect to investing in the Notes.

**Liquidity and Secondary Market Risks**

The Notes will not be actively traded in any financial market and there may exist at times only a very limited, if any, market for the Notes, resulting in low or non-existent volumes of trading in the Notes. Therefore, an investment in the Notes will be characterised by a lack of liquidity and price volatility. Although the Issuer or the Dealer, at its respective sole discretion, may provide a repurchase bid price for the Notes if requested, neither the Issuer nor the Dealer is under any obligation to do so and, in any event, as a result of market conditions may be unwilling or unable to provide a repurchase bid price if requested. Because liquidity in the Notes may be effectively limited to Issuer repurchase, an investment in the Notes is intended for Noteholders that intend to hold the Notes to maturity.

The price at which Noteholders will be able to sell their Notes prior to maturity, if any, may be at a substantial discount from the principal amount of the Notes, even in cases where the level of the reference Index has increased

since the Subscription day (as such term is used in Annex C). Noteholders should expect the price at which the Issuer or the Dealer is willing to repurchase the Notes to be affected by changes in the exchange rate, interest rates, inflation expectations and market conditions.

The Notes are intended to be a hold-to-maturity instrument. If Noteholders sell their Notes in the secondary market prior to maturity they will not receive principal protection or any minimum total return on the portion of their Notes sold. Noteholders should be willing to hold their Notes until maturity. Noteholders will receive 100% of the principal amount, subject to Annex A, of the Notes only if they hold their Notes to maturity.

#### **Risks relating to the placement**

The subscription for English law governed securities issued by an international organisation (such as the Issuer) is not very common in Kazakhstan. The laws of Kazakhstan do not sufficiently regulate securities issued by international organisations under a foreign law governed global medium-term programme, which are then placed in Kazakhstan.

#### **Risks relating to Specified Currency routed through a clearing system**

As set out in Annex A.

#### **Risks relating to payment**

Under Kazakhstan legislation on securities market, a nominee holder with the right to register securities transactions must keep its own financial instruments and funds separately from the financial instruments and funds of its clients.

In relation to financial instruments, the KCSD allows for an indefinite number of segregated client sub-accounts to be opened under the account of the nominee holder in the KCSD system. Thus, a nominee holder can ensure separate safekeeping of client financial instruments.

However, in relation to clients' funds kept by a nominee holder, the relevant KCSD regulations stipulate that the nominee holder

shall be entitled to maintain only one bank account for safekeeping of its clients' funds. That is, the account of the nominee holder where clients' funds are pooled is a consolidated bank account with no segregation into clients' sub-accounts. There is a risk therefore that clients' funds kept by a nominee holder may be inaccurately accounted due to the pooling of all such funds into one single bank account at the KCSD. There is also a risk that any payment shortfall in the pooled client account is compensated by recovering the shortfall pro-rata from all other funds held in that account.

42 Total Commissions: Not Applicable

This Pricing Supplement comprises the pricing supplement required for the issue and admission to trading on the regulated market of the KASE of the Notes described herein pursuant to the Euro 45,000,000,000 Global Medium Term Note Programme of European Bank for Reconstruction and Development as from 10 November 2021 or as soon as practicable thereafter. No assurance can be given that such listing and admission to trading will be obtained on such date, or, if obtained, that it will be maintained.


#### **RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

For and on behalf of

**EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT**

By:

.....  
Duly Authorised Officer

## Annex A

### Settlement Disruption Event and Fallback Provisions

All payments in respect of the Notes will be made in KZT, subject to the occurrence of a Settlement Disruption Event (as defined below) and will in all cases be subject to any fiscal or other laws applicable thereto.

If the Calculation Agent determines (in its sole discretion acting in good faith and in a commercially reasonable manner) that a Settlement Disruption Event has occurred or is subsisting during the Determination Period (as defined below):

- A. the Calculation Agent shall notify the Issuer and the Agent of its determination as soon as practicable after making such determination (but in no event later than 8:00 a.m. (London time) one (1) Business Day after the last day of the Determination Period) whereupon the Agent shall as soon as practicable thereafter (but in no event later than one (1) Business Day after receipt of the aforementioned notice from the Calculation Agent) notify the Noteholders thereof (in accordance with Condition 13 of the Notes), and
- B. Noteholders will not be entitled to any amounts in respect of the Notes until the earlier to occur of (i) the day falling two Business Days after the day on which the Issuer is notified by the Calculation Agent that a Settlement Disruption Event no longer subsists and (ii) the Postponed Interest Payment Date (as defined below), the Postponed Maturity Date (as defined below), or the Postponed Early Redemption Date (as defined below), as the case may be.

If a Settlement Disruption Event no longer subsists, the Calculation Agent shall notify the Issuer and the Agent thereof as soon as practicable on or after the Business Day on which the Settlement Disruption Event no longer subsists (but in no event later than one (1) Business Day thereafter) whereupon the Agent shall as soon as practicable thereafter (but in no event later than one (1) Business Day after receipt of the aforementioned notice from the Calculation Agent) notify the Noteholders thereof (in accordance with Condition 13 of the Notes).

If any amount is to be paid on a Postponed Interest Payment Date, Postponed Maturity Date or Postponed Early Redemption Date (as the case may be), regardless of whether a Settlement Disruption Event is still subsisting at such time, payment shall be made in United States Dollars ("USD") and shall be calculated by the Calculation Agent (and promptly notified to the Agent and the Issuer (but in no event later than two Business Days before the Postponed Interest Payment Date, Postponed Maturity Date or Postponed Early Redemption Date (as the case may be))) in an amount per Specified Denomination which shall be produced by the following provisions, such amount to be rounded to the nearest whole cent (with 0.5 cent being rounded upwards):

$$\text{Relevant KZT Amount} \div \text{Exchange Rate}$$

For the avoidance of doubt, no additional amounts shall be payable by the Issuer in respect of any delay in payment beyond the originally scheduled Interest Payment Date, Maturity Date, or as the case may be, Early Redemption Date (in each case, as adjusted, if appropriate, in accordance with the Following Business Day Convention) to the Postponed Interest Payment Date, Postponed Maturity Date or Postponed Early Redemption Date (as appropriate) because of the operation of the provisions of this section "Settlement Disruption Event and Fallback Provisions".

If the Calculation Agent determines (in its sole discretion acting in good faith and in a commercially reasonable manner) that a Settlement Disruption Event has occurred following a Determination Period and either prior to or on the Interest Payment Date, Maturity Date or Early Redemption Date (as the case may be), then any amount payable shall be made in USD in accordance with the provisions set out above.

For the purposes of these provisions:



**“Business Day”** means, for the purpose of this Annex A, any day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in Almaty, London and New York City;

**“Calculation Agent”** means Citibank, N.A in accordance with the provisions of the Calculation Agency Agreement entered into between the Issuer and the Calculation Agent dated [20 February 2004] (as amended and/or supplemented from time to time). All references to the Calculation Agent shall include any successor or successors to Citibank, N.A. as Calculation Agent in respect of the Notes. The determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Calculation Agent under the Notes and pursuant to the Calculation Agency Agreement shall (in the absence of manifest error) be final and binding on all parties (including, but not limited to, the Issuer and the Noteholders) and shall be made in its sole discretion in good faith and in a commercially reasonable manner in accordance with the Calculation Agency Agreement. In performing its duties under the Notes, the Calculation Agent shall act in accordance with the Calculation Agency Agreement;

**“Determination Period”** means (i) in relation to any Interest Payment Date, the period which falls between five and three Business Days (inclusive) preceding any relevant scheduled Interest Payment Date, as adjusted in accordance with the Following Business Day Convention; (ii) in relation to the Maturity Date, the period which falls between five and three Business Days (inclusive) preceding the scheduled Maturity Date, as adjusted in accordance with the Following Business Day Convention; and (iii) in relation to any Early Redemption Date, as adjusted in accordance with the Following Business Day Convention, the period which falls between five and three Business Days (inclusive) preceding any Early Redemption Date, as the case may be;

**“Early Redemption Date”** means the date on which the Notes become due and payable pursuant to Condition 9;

**“Exchange Rate”** means the average of such firm quotes (expressed in KZT per 1 USD) as the Calculation Agent is able to obtain from five Reference Dealers from which the Calculation Agent has sought quotations at or about 11:00 a.m. (London time) for the sale of KZT and the purchase of USD, on the day falling two Business Days prior to the Postponed Interest Payment Date, Postponed Early Redemption Date (if any) or the Postponed Maturity Date (as the case may be). The highest and lowest of such quotes will be disregarded and the arithmetic mean of the remaining quotations shall be the Exchange Rate, provided, however, that if fewer than four (but at least two) Reference Dealers provide such a firm quote then the average of the quotes actually obtained shall apply. If only one Reference Dealer provides a firm quote then such quote shall apply, and if no Reference Dealer provides such a firm quote, then the Calculation Agent, acting in good faith and in a commercially reasonable manner, shall establish the Exchange Rate in its sole discretion, which may result in an exchange rate of zero;

**“Postponed Early Redemption Date”** means the twentieth Business Day following the Early Redemption Date (if any);

**“Postponed Interest Payment Date”** means the twentieth Business Day following the originally scheduled Interest Payment Date;

**“Postponed Maturity Date”** means the twentieth Business Day following the originally scheduled Maturity Date;

**“Reference Dealers”** means leading dealers, banks or banking corporations, including the National Bank of the Republic of Kazakhstan, which deal in the USD/KZT exchange market, selected by the Calculation Agent in its sole discretion, acting in good faith and in a commercially reasonable manner;

**“Relevant KZT Amount”** means the KZT amount per Specified Denomination which would have been payable on the relevant date if the Settlement Disruption Event had not occurred; and

**“Settlement Disruption Event”** means each of the following events, as determined by the Calculation Agent in its sole discretion acting in good faith and in a commercially reasonable manner:

- (a) the imposition of laws or regulations by the Central Banking Authority or other legislative, governmental or regulatory authority of the Republic of Kazakhstan, which (i) require non-residents of the Republic of Kazakhstan to obtain permission from such Central Banking Authority or other authority to obtain KZT, or (ii) otherwise restrict a non-resident’s ability to obtain KZT, or (iii) otherwise regulate the purchase or holding of KZT such that costs are imposed in obtaining KZT which would not be imposed in the absence of such regulations, or (iv) has the direct or indirect effect of hindering, limiting or restricting the transfer of KZT from the Republic of Kazakhstan to recipients resident in another country; and/or
- (b) Euroclear and/or Clearstream, Luxembourg (as applicable) suspends or ceases acceptance of KZT as a settlement currency.

## Annex B

### Additional Terms Relating to the Interest Amount and Rate of Interest Determination

The Rate of Interest for each Interest Period will, subject as provided below, be Compounded TONIA.

For any Interest Period, “**Compounded TONIA**” will be calculated by the Calculation Agent on each Interest Determination Date as follows, and the resulting percentage will be rounded, if necessary, to the nearest second decimal place of a percentage point, with 0.005 being rounded upwards:

$$\left( \frac{TONIA\ Index_{End}}{TONIA\ Index_{Start}} - 1 \right) \times \left( \frac{365}{d_c} \right)$$

where:

“ $d_c$ ” means the number of calendar days from (and including)  $TONIA\ Index_{Start}$  to (but excluding)  $TONIA\ Index_{End}$ ;

“**Interest Period**” means quarterly, from and including the prior Interest Payment Date (or if there is no prior Interest Payment Date, the Interest Commencement Date) to, but excluding, the next Interest Payment Date (or, in the case of the final Interest Period, the Maturity Date, or in the case of the Notes becoming due and payable, the date on which the Notes become due and payable);

the “**TONIA Index**” in relation to any calendar day shall be the “TONIA Compounded Index (TCI)” value published by the Kazakhstan Stock Exchange (“**KASE**”) as administrator of the TONIA reference rate (or a successor administrator) on the Relevant Screen Page on or before 8:00 p.m. (Almaty Time) on such day;

“**TONIA Index<sub>End</sub>**” means the TONIA Index value on the day which is fourteen calendar days preceding (i) the Interest Payment Date relating to such Interest Period, (ii) in the final Interest Period, the Maturity Date, or (ii) if the Notes become due and payable, the date on which the Notes become due and payable (each, an “**Index Determination Date**”);

“**TONIA Index<sub>Start</sub>**” means the TONIA Index value on the day which is fourteen calendar days preceding the first date of the relevant Interest Period (an “**Index Determination Date**”); and

If the TONIA Index is unavailable on the Relevant Screen Page on any relevant Index Determination Date, “**Compounded TONIA**” will be calculated by the Calculation Agent on the relevant Interest Determination Date as follows, and the resulting percentage will be rounded, if necessary, to the second decimal place of a percentage point, with 0.005 being rounded upwards:

$$\left[ \prod_{i=1}^d \left( 1 + \frac{TONIA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

“ $d$ ” is the number of calendar days in the relevant Reference Period;

“**Interest Period**” means quarterly, from and including the prior Interest Payment Date (or if there is no prior Interest Payment Date, the Interest Commencement Date) to, but excluding, the next Interest Payment Date (or, in the case of the final Interest Period, the Maturity Date, or in the case of the Notes becoming due and payable, the date on which the Notes become due and payable);

“ $i$ ” is a series of whole numbers from one to  $d$ , each representing the relevant calendar day in chronological order from, and including, the first calendar day in the relevant Reference Period;

“ $n_i$ ” for any calendar day “ $i$ ” in the relevant Reference Period means the number of calendar days from and including such day “ $i$ ” up to, but excluding, the following calendar day;

“**Reference Period**” means the period from and including the date falling fourteen calendar days prior to the first day of the relevant Interest Period and ending on, but excluding, the date falling fourteen calendar days prior to the Interest Payment Date for such Interest Period (or the date falling fourteen calendar days prior to such earlier date, if any, on which the Notes become due and payable);

“**TONIA**,” means the TONIA Reference Rate for the calendar day “ $i$ ” in the relevant Reference Period (and published on the same calendar day).

“**TONIA Reference Rate**”, in respect of any calendar day, is a reference rate equal to the daily Tenge OverNight Index Average (“TONIA”) rate for such day as published by KASE on or before 8:00 p.m. (Almaty time) on the “TONIA” page on the KASE’s website ([https://kase.kz/en/money\\_market/repo-indicators/tonia/](https://kase.kz/en/money_market/repo-indicators/tonia/)) (the “**TONIA Screen Page**”), or if such page is unavailable, as otherwise published by the KASE or successor administrator for the purposes of publishing the TONIA Reference Rate, on the immediately following calendar day.

For the purposes of this Pricing Supplement, “Relevant Screen Page” or “TONIA Screen Page” means, when used in connection with any designated page, the display page so designated by the KASE, or (i) any successor display page, other published source, information vendor or provider that has been officially designated by the sponsor of the original page or source; or (ii) if the sponsor has not officially designated a successor display page, another published source, service or provider (as the case may be), the successor display page, other published source, service or provider, if any, designated by the relevant information vendor or provider (if different from the sponsor).

If, in respect of any calendar day in the relevant Reference Period, the Calculation Agent determines that the TONIA Reference Rate is not available on the TONIA Screen Page or any successor page or website of the KASE or successor administrator for the purposes of publishing the TONIA Reference Rate, such TONIA Reference Rate shall be (i)(a) the National Bank of Kazakhstan’s (“NBK”) Base Interest Rate (the “Base Rate”) prevailing at close of business on such calendar day if that day is an Almaty Business Day (as published on the NBK’s website: <https://nationalbank.kz/en> (the “NBK Website”)), or (b) if that calendar day is not an Almaty Business Day, or if the Base Rate is not published by the NBK at close of business on such Almaty Business Day, the Base Rate prevailing on the last Almaty Business Day on which the Base Rate was published on the NBK website; plus (ii) the mean of the spread of the TONIA Reference Rate to the Base Rate over the previous five days on which a TONIA Reference Rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and the lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Base Rate.

For purposes of this paragraph, “**Almaty Business Day**” means any day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in Almaty, Kazakhstan.

Notwithstanding the paragraph above, if the NBK publishes guidance as to (i) how the TONIA Reference Rate is to be determined or (ii) any rate that is to replace the TONIA Reference Rate, the Calculation Agent shall, to the extent that it is reasonably practicable, follow such guidance in order to determine TONIA for the purpose of the Notes for so long as the TONIA Reference Rate is not available or has not been published by KASE or other replacement source.

If the TONIA Reference Rate ceases to exist, and the Calculation Agent determines that there is no industry accepted successor base rate for debt market instruments linked to the TONIA Reference Rate, and that no substitute or other successor base rate is comparable to the TONIA

Reference Rate, the Rate of Interest will be determined by the Calculation Agent as the Base Rate last published by the NBK and appearing on the NBK website at 8:00 pm (Almaty time) on the Interest Determination Date.

If the Notes become due and payable in accordance with Condition 9, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the Pricing Supplement, be deemed to be the date that is fourteen calendar days prior to the date on which the Notes became due and payable and the Rate of Interest on the Notes shall, for so long as the Notes remain outstanding, be that determined on such date.

## Annex C

### Subscription and Settlement Process

#### A. Subscription

The Notes will be placed among investors on the KASE via the subscription method described below ("**Subscription**"), which will be conducted in accordance with the KASE Rules of Conducting Subscription to Securities effective from 31 October 2014, as amended from time to time ("**KASE Subscription Rules**"). The process includes the following main steps:

1. At least three (3) Kazakh Business Days before the Subscription day, the Dealer files an application with the KASE on subscription of the Notes ("**Subscription Application**");
2. The KASE requests the KCSD to confirm that the KCSD agrees to: (i) carry out the relevant checks if requested by the Dealer, and (ii) provide additional information on the investors' sub-accounts if requested by the Dealer in the Subscription Application;
3. Not later than one (1) Kazakh Business Day following the receipt of the request from the KASE, the KCSD shall take a decision to carry out (or refuse to carry out) the Subscription;
4. Not later than one (1) Kazakh Business Day following the receipt of the KCSD's decision to carry out the Subscription, the KASE shall take a decision to carry out (or refuse to carry out) the Subscription;
5. Not later than one (1) Kazakh Business Day following the date when KASE was informed of the KCSD's decision to carry out the Subscription, the KASE shall (1) notify the KCSD in writing of the KASE's decision on assignment to the contemplated Subscription of a unique number and (2) publish an announcement relating to the Subscription, parameters and terms thereof on the KASE's official web page;
6. On the Subscription day, the investors (i.e., the potential buyers of the Notes, being members of the KASE who participate in the Subscription of the Notes as a "buyer", including on behalf of their clients) shall make their bids through the KASE's "Subscription" trade system;
7. The bids shall be transferred to the KCSD for checking. If a bid does not meet the criteria set by the Dealer, it will be rejected by the KASE's "Subscription" trade system;
8. The KASE shall disclose additional information (which the KASE had previously obtained from the KCSD) on the investors' sub-accounts to the Dealer;
9. Typically, on the same day but on no account later than one (1) Kazakh Business Day following the day on which the Subscription is made, the KASE shall prepare a register of accepted bids and send it to the Dealer;
10. The Dealer, upon being instructed by the Issuer, shall decide on the cut-off price, determine the final terms of the Notes and prepare a register of satisfied bids. The Dealer may, in consultation with the Issuer, refuse to satisfy any of the bids or satisfy any of the bids partially;
11. Typically, on the same day as the Dealer receives the register of accepted bids, but on no account later than five (5) Kazakh Business Days after receiving the register of accepted bids, the Dealer must send the register of satisfied bids to the KASE.

12. The KASE shall check the register of satisfied bids for any change in the parameters and/or the number of accepted bids. If the Dealer fails to rectify the errors in the register of satisfied bids within one (1) Kazakh Business Day following the day on which the Dealer has received KASE's notice with a request to rectify the errors in the register of satisfied bids, the KASE may declare the Subscription cancelled.

## **B. Settlement**

### *Delivery of the Notes free of payment*

Following the Subscription of the Notes, the Issuer shall issue the Notes and register them with Clearstream, Luxembourg under English law. Once the Notes are reflected in the Clearstream, Luxembourg system, they will be delivered free of payment to the account of the KCSD in Clearstream, Luxembourg and subsequently reflected in a sub-account for the benefit of the Issuer in the Dealer's account in the KCSD. Such delivery will be carried out as follows:

1. The Agent shall file an instruction through Clearstream, Luxembourg to arrange the delivery of the Notes to the KCSD's account in Clearstream, Luxembourg on a free of payment basis;
2. The Dealer shall file an instruction with the KCSD to register the acceptance of the Notes and reflect them accordingly in the Issuer's sub-account in the Dealer's account in the KCSD;
3. Not later than one (1) Kazakh Business Day following receipt of the instruction from the Dealer, the KCSD shall file an instruction through Clearstream, Luxembourg to arrange the acceptance of the Notes on a free of payment basis into the KCSD's account in Clearstream, Luxembourg; and
4. The Notes shall be delivered free of payment to the KCSD's account in Clearstream, Luxembourg and the KCSD shall further reflect the Notes on a sub-account for the benefit of the Issuer, being the beneficial owner of the Notes, in the Dealer's account in the KCSD.

### *Delivery Against Payment in the KCSD*

The subscription with the Notes shall be settled by the KCSD on a "delivery against payment" basis, as follows:

1. The KASE shall prepare a statement of orders to register the transactions in respect of the Notes and send it to the KCSD for settlement;
2. The KCSD shall reflect within its system the transfer of the Notes from the relevant section of the sub-account of the Issuer in the account of the Dealer in the KCSD to the "settlement" section of the same sub-account;
3. The KCSD shall transfer to the Dealer the funds standing to the credit on the investor's bank account in the KCSD or the interbank system of money transfer; and
4. Upon receipt of funds by the Dealer, the KCSD shall reflect within its system the transfer the Notes from the "settlement" section of the sub-account of the Issuer in the account of the Dealer in the KCSD to the relevant account of the investor and for subsequent transfer to accounts (or sub- accounts) of investors.

In this Annex, "Kazakh Business Day" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in Kazakhstan