

MIFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of the product governance requirements contained within: (a) EU Directive 2014/65/EU on markets in financial instruments, as amended (“**MiFID II**”); (b) Articles 9 and 10 of Commission Delegated Directive (EU) 2017/593 supplementing MiFID II; and (c) local implementing measures (together, the “**MiFID II Product Governance Requirements**”), and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any “manufacturer” (for the purposes of the MIFID II Product Governance Requirements) may otherwise have with respect thereto, the Bonds have been subject to a product approval process which has determined that: (i) the target market for the Bonds is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Bonds to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Bonds (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 Bonds (by either adopting or refining the manufacturers’ target market assessment) and determining appropriate distribution channels.

The target market assessment is without prejudice to the requirements of any contractual or legal selling restrictions in relation to any offering of the Bonds.

For the avoidance of doubt, the target market assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of MiFID II; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Bonds.

PRIIPs Regulation / Prohibition of sales to EEA retail investors – The Bonds 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 2002/92/EC (as amended), 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 Bonds or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Bonds or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

TERMS AND CONDITIONS OF THE BONDS

The following (excluding italicised paragraphs) are the terms and conditions of the Bonds which will be endorsed on the Certificates relating to the Bonds:

The issue of the U.S.\$500,000,000 Non-Dilutive Cash Settled Guaranteed Convertible Bonds due 2025 (the “**Bonds**”) was authorised by a resolution of the board of directors of Glencore Funding LLC (the “**Issuer**”) passed on 16 March 2018. The giving of the guarantee by Glencore plc on the terms contained in the Deed of Guarantee referred to below was authorised by the Chief Executive Officer and the Chief Financial Officer of the Company on 2 March 2017 pursuant to the authority delegated to them by resolutions of the board of directors of the Company passed on 22 February 2017. The giving of the guarantee by Glencore International AG on the terms contained in the Guarantee Agreement referred to below was authorised by a written resolution of the board of directors of Glencore International AG on 16 March 2018 and by a resolution of the shareholders of Glencore International AG on 7 March 2018 and the giving of the guarantee by Glencore (Schweiz) AG on the terms contained in the Guarantee Agreement referred to below was authorised by a written resolution of the board of directors of Glencore (Schweiz) AG on 16 March 2018 and by a resolution of the sole shareholder of Glencore (Schweiz) AG on 5 March 2018. The Bonds are constituted by a trust deed dated 27 March 2018 (the “**Trust Deed**”) between the Issuer, the Guarantors and Deutsche Trustee Company Limited (the “**Trustee**”, which expression shall include all persons for the time being appointed as the trustee or trustees under the Trust Deed) as trustee for the Bondholders. The Bonds are the subject of a deed of guarantee dated 27 March 2018 (as modified and/or restated from time to time in accordance with its terms) (the “**Deed of Guarantee**”) entered into by

Glencore plc and the Trustee and a guarantee agreement dated 27 March 2018 (as modified and/or restated from time to time, the “**Guarantee Agreement**”) entered into by Glencore International AG, Glencore (Schweiz) AG and the Trustee. The Guarantees of the Bonds shall each be in addition to and not in substitution for or joint (or joint and several) with any other guarantee or security which the Trustee may at any time hold for or in relation to the guaranteed obligations. The statements set out in these terms and conditions (the “**Conditions**”) are summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the forms of the registered certificates (the “**Certificates**”) representing the Bonds. The Bondholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and those provisions applicable to them which are contained in the paying, transfer and conversion agency agreement dated 27 March 2018 (the “**Agency Agreement**”) relating to the Bonds between the Issuer, the Guarantors, the Trustee, Deutsche Bank Luxembourg S.A. as the registrar (the “**Registrar**”) and transfer agent (the “**Transfer Agent**”), Deutsche Bank AG, London Branch (the “**Principal Paying and Conversion Agent**”, which expression shall include any successor as Principal Paying and Conversion Agent under the Agency Agreement) and any other Paying, and Conversion Agents for the time being (such persons, together with the Principal Paying and Conversion Agent, being referred to below as, the “**Paying and Conversion Agents**”, which expression shall include their successors as Paying and Conversion Agents under the Agency Agreement). The Issuer, the Guarantors and the Trustee have also entered into a calculation agency agreement dated 27 March 2018 (the “**Calculation Agency Agreement**”) with Conv-Ex Advisors Limited (the “**Calculation Agent**”, which expression shall include any successor as calculation agent under the Calculation Agency Agreement), whereby the Calculation Agent has been appointed to make certain calculations in relation to the Bonds from time to time.

Copies of the Trust Deed, the Agency Agreement, the Deed of Guarantee, the Guarantee Agreement and the Calculation Agency Agreement are available for inspection by prior appointment during normal business hours at the registered office for the time being of the Trustee (being, as at the Closing Date, at Winchester House, 1 Great Winchester Street, London EC2N 2DB), and at the specified offices for the time being of the Paying and Conversion Agents.

“**Agents**” means the Principal Paying and Conversion Agent, the Transfer Agent, any other Paying and Conversion Agents, the Registrar and any other agent or agents appointed from time to time with respect to the Bonds.

Capitalised terms used but not defined in these Conditions shall have the meanings attributed to them in the Trust Deed unless the context otherwise requires or unless otherwise stated.

1 Form, Denomination, Title and Status

(a) Form and Denomination

The Bonds are issued in registered form in nominal values of U.S.\$200,000.

(b) Title

Title to the Bonds will pass by registration in the register that the Issuer shall procure to be kept by the Registrar outside the United Kingdom in accordance with the provisions of the Agency Agreement (the “**Register**”). Except as otherwise required by law or as ordered by a court of competent jurisdiction, the holder (as defined below) of any Bond shall be deemed to be and may 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 interest in it, any writing on the Certificate representing it or the theft or loss of such Certificate) and no person will be liable for so treating the holder.

(c) Status of the Bonds

The Bonds are direct, general and unconditional obligations of the Issuer which will at all times rank *pari passu* among themselves, and at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.

(d) *Guarantees of the Bonds*

Glencore plc has in the Deed of Guarantee and each of Glencore International AG and Glencore (Schweiz) AG has in the Guarantee Agreement unconditionally (subject, in the case of Glencore (Schweiz) AG, to applicable Swiss law) and irrevocably guaranteed the due and punctual payment of all sums from time to time payable by the Issuer in respect of the Bonds. The Guarantees of the Bonds each constitute direct, general and unconditional (subject, in the case of Glencore (Schweiz) AG, to applicable Swiss law) obligations of the relevant Guarantor which will at all times rank at least *pari passu* with all other present and future unsecured and unsubordinated obligations of such Guarantor, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application. The Guarantees of the Bonds shall each be in addition to and not in substitution for or joint (or joint and several) with any other guarantee or security which the Trustee may at any time hold for or in relation to the guaranteed obligations.

2 Negative Pledge

None of the Issuer and the Guarantors will, and the Guarantors will not permit any Material Subsidiary to, directly or indirectly, create, incur, assume or permit to exist any Security Interest, except for Permitted Security Interests, on or with respect to any property or assets of the Issuer, any Guarantor or any Material Subsidiary (whether held on the date hereof or hereafter acquired) or any interest therein or any income or profits therefrom to secure any Relevant Indebtedness unless, at the same time or prior thereto, the Issuer's obligations under the Bonds, Glencore plc's obligations under the Deed of Guarantee or, as the case may be, each of Glencore International AG's and Glencore (Schweiz) AG's obligations under the Guarantee Agreement are secured equally and rateably therewith or benefit from another arrangement (whether or not comprising a Security Interest) as the Trustee deems is not materially less beneficial to the interests of the holders.

3 Definitions

In these Conditions, unless otherwise provided:

“**£**” or “**GBP**” or “**pounds sterling**” refer to the lawful currency for the time being of the United Kingdom.

“**25 Day VWAP**” means the arithmetic average of the Volume Weighted Average Prices of the Ordinary Shares on each of the 25 consecutive Scheduled Trading Days (which are not Disrupted Days) commencing on (and including) the first such day following the Relevant Date.

“**Additional Amounts**” has the meaning given to it in Condition 11.

“**Averaging Date**” has the meaning given to it in Condition 5(d)(i).

“**Bondholder**” and “**holder**” means the person in whose name a Bond is registered.

“**Bond Market Price**” means, in respect of any Scheduled Trading Day, the mid-market price per U.S.\$200,000 in nominal value of the Bonds, being (i) the Bloomberg Generic Price (mid) per U.S.\$ 200,000 in nominal value of the Bonds (x) as derived from Bloomberg page: XS1799614232 setting “Last Price” or any successor page or setting) as at the close of business on such Scheduled Trading Day, as determined by the Calculation Agent, or (y) if such Bloomberg page is not available on such day, as derived by the Calculation Agent from any substitute Bloomberg page or from any successor to Bloomberg, as determined by the Calculation Agent, or (ii) if such substitute page or successor service is not available on such day, as derived from such other public source (if any) providing substantially similar market data to such Bloomberg page as the Independent Adviser shall consider appropriate, or (iii) failing such source, as derived from such other source (if any) displaying trading prices in respect of the Bonds provided by at least three leading institutions as the Independent Adviser shall consider appropriate; provided that if, in the opinion of (in the case of (i) above) the Issuer or (in the case of (ii) above) the Independent Adviser, the mid-market price per

U.S.\$200,000 in nominal value of the Bonds determined pursuant to (i) or (ii) above is materially different from the reality of traded prices, the Bond Market Price (if any) shall be determined pursuant to (iii) above;

“**business day**” means (i) in relation to any place, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for business in that place and (ii) if it relates to a payment in U.S. dollars, on which foreign exchange markets and commercial banks are open for business in New York.

“**Calculation Period**” means, in respect of any Conversion Date, the period of 25 consecutive Scheduled Trading Days commencing on (and including) the sixth Scheduled Trading Day immediately following such Conversion Date.

“**Cash Amount**” has the meaning given to it in Condition 5(d)(i).

“**Cash Dividend**” has the meaning given to it in Condition 6(a)(iv).

“**Change in Law**” means that on or after 20 March 2018, due to:

- (A) the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or
- (B) the promulgation of or any change in the interpretation or application by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority),

the Issuer (or any relevant affiliate thereof), the Guarantors or a Hedging Counterparty determine in good faith that:

- (X) it has become illegal to hold, acquire or dispose of Ordinary Shares, Bonds or a Hedge Position or perform its obligations under a Hedge Position or perform any activity or transaction undertaken in connection with the establishment, maintenance, adjustment or termination of a Hedge Position or (as determined by the Issuer or the Guarantors) it has become illegal for the Bonds or the Guarantee to remain outstanding; or
- (Y) it will incur a materially increased cost (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position and, among others, due to any withholding tax on dividends paid under a Hedge Position) in performing its obligations under:
 - (i) in the case of the Issuer (or, in respect of a Hedge Position only, any relevant affiliate of the Issuer) or the Guarantors, the Bonds and the Guarantee, respectively, or a Hedge Position; or
 - (ii) in the case of a Hedging Counterparty, a Hedge Position (except in circumstances where the Issuer and/or the Guarantors have undertaken to fully indemnify such Hedging Counterparty for such materially increased cost),

provided that, where the Change in Law relates to a Hedge Position, a notice determining an early termination date for the Hedge Position as a result of the Change in Law has been given.

A “**Change of Control**” will be deemed to occur if any person or any persons acting in concert directly or indirectly acquire (A) more than 50 per cent. of the issued share capital of Glencore plc or (B) shares in the capital of Glencore plc carrying more than 50 per cent. of the total voting rights attributable to the entire issued share capital of Glencore plc and which may be exercised at a general meeting of Glencore plc.

“**Change of Control Period**” means the period commencing on the Relevant Change of Control Announcement Date and ending 60 days after the Change of Control (both dates inclusive) (or such longer period for which the Bonds are under consideration (such consideration having been announced publicly within the period ending 60 days after the Change of Control) for rating review or, as the case may be, rating by a Rating Agency, such period not to exceed 60 days after the public announcement of such consideration).

“**Change of Control Put Event**” has the meaning given to it in Condition 9(c).

“**Change of Control Put Event Notice**” has the meaning given to it in Condition 5(h).

“**Change of Control Put Option Notice**” has the meaning given to it in Condition 9(c).

“**Change of Control Put Period**” has the meaning given to it in Condition 9(c).

“**Closing Date**” means 27 March 2018.

“**Closing Price**” means, in respect of an Ordinary Share or any Security, Spin-Off Security, option, warrant or other right or asset, on any Scheduled Trading Day, the closing price on such Scheduled Trading Day of an Ordinary Share or, as the case may be, such Security, option, warrant or other right or asset as published by or derived from Bloomberg page HP (or any successor page) (using the setting labelled “Last Price” or any equivalent successor label to this setting) for such Ordinary Share, Security, Spin-Off Security, option, warrant or other right or asset in respect of the Relevant Stock Exchange (and for the avoidance of doubt such Bloomberg page for the Ordinary Shares as at 20 March 2018 is GLEN LN Equity HP), if any, or if the Closing Price cannot be so determined, such other source (if any) as shall be determined to be appropriate by an Independent Adviser on such day; provided that, if on any such Scheduled Trading Day (for the purpose of this definition, the “**Affected Day**”) such price is not available or cannot otherwise be determined as provided above, the Closing Price of an Ordinary Share, Security, option, warrant or other right or asset, as the case may be, in respect of such day shall be the Closing Price, determined as provided above, on the immediately succeeding Scheduled Trading Day on which the same can be so determined as aforesaid, provided that, in the case of the Ordinary Share, for the purpose of Condition 6(a)(ii), where such Closing Price on such immediately succeeding Scheduled Trading Day is “ex-“ the Relevant Cash Dividend such Closing Price shall be increased by an amount equal to the Fair Market Value of such Relevant Cash Dividend as at the Relevant Record Date, and further provided that if such price cannot be determined on any of the two Scheduled Trading Days immediately following the Affected Day, an Independent Adviser shall determine the Closing Price in good faith. Such determination will be made by the Calculation Agent unless otherwise specified.

“**Consolidated Assets**” means all of the assets of the Group as reported in the latest audited consolidated financial statements of the Group.

“**Consolidated Borrowing Costs**” of the Group means all continuing, regular or periodic costs, charges and expenses (including, but not limited to, interest, whether capitalised or not and the interest element of Finance Leases) incurred by the Group in effecting, servicing or maintaining Financial Indebtedness, plus rent payments under operating leases, less interest received by the Group, all as reported in the latest audited consolidated financial statements of the Group.

“**Consolidated Income**” means income for the year before attribution less attribution to minorities, each as reported (or as comprised by those items having a substantially similar description) in the latest audited annual consolidated financial statements of the Group or any Subsidiary, as the case may be,

“**Consolidated Income (or Loss) before Borrowing Costs and Tax**” means Consolidated Income adjusted by adding back minority interests, taxes, extraordinary items and Consolidated Borrowing Costs for the period, all by reference to the latest audited annual consolidated financial statements of the Group,

“**Conversion Date**” has the meaning provided in Condition 5(b).

“**Conversion Notice**” has the meaning given to it in Condition 5(b).

“**Conversion Notice Delivery Date**” has the meaning given to it in Condition 5(b).

“**Conversion Period**” has the meaning given to it in Condition 5(a)(ii).

“**Conversion Premium**” means 25 per cent.

“**Conversion Price**” per Ordinary Share is initially equal to the product (rounded to four decimal places, with 0.00005 being rounded upwards) of (i) the Share Reference Price and (ii) the sum of one plus the Conversion Premium expressed as a decimal. The Conversion Price is subject to adjustment from time to time subject to and in accordance with these Conditions.

“**Conversion Ratio**” means, on any day, the result (rounded to five decimal places with 0.000005 being rounded downwards) as is equal to the Exercise Price divided by the Conversion Price in effect on such day.

“**Conversion Right**” has the meaning given to it in Condition 5(a)(i).

“**Daily Cash Amount**”, or “**DCA**”, has the meaning given to it in Condition 5(d)(i).

“**Delisting**” means that, as determined by the Calculation Agent, the Relevant Stock Exchange announces that pursuant to the rules of such Relevant Stock Exchange, the Ordinary Shares cease (or will cease) to be listed, traded or publicly quoted on the Relevant Stock Exchange for any reason (other than by reason of a merger or takeover (as contemplated by the ICE Futures Europe Corporate Actions Policy) and are not, within seven calendar days, re-listed, re-traded or re-quoted on a stock exchange or securities market located in the United Kingdom).

“**Dividend**” has the meaning given to it in Condition 6(a)(iv).

“**Dividend Threshold**” has the meaning given to it in Condition 6(a)(iv).

“**Early Redemption Amount**” means, in respect of each U.S.\$ 200,000 in nominal value of the Bonds, the higher of (i) the YTM Redemption Amount on the Early Redemption Date, and (ii) the delta adjusted Fair Value per Bond of such nominal value, being the Fair Value per Bond on the Relevant Date adjusted in such manner as an Independent Adviser shall determine in good faith to reflect:

- (i) the equity sensitivity of the Bonds (based on the delta of the Bonds on the Relevant Date as determined by the Independent Adviser) taking into account the 25 Day VWAP, provided that if a 25 Day VWAP cannot be determined, due to prices being available for a shorter period of time only or for any other reason (including in order to comply with a Change in Law), a price determined based on the definition of 25 Day VWAP but construing references to 25 Scheduled Trading Days as references to such shorter period of time for which prices are available or as necessary for such other reason (including in order to comply with a Change in Law) and further provided that if no such prices are available, the Share Price on the Relevant Date shall be taken into account; and
- (ii) the settlement amount(s) in respect of any termination of any Hedge Position(s) of the Issuer.

“**Early Redemption Date**” means the fifth London business day following the last Scheduled Trading Day used for the purpose of determining of the 25 Day VWAP.

“**Exercise Price**” means an amount (rounded down to the nearest integral multiple of £1.00) equal to U.S.\$200,000 nominal value per Bond divided by the Reference FX Rate. For the avoidance of doubt, the Reference FX Rate is (pursuant to the definition thereof) subject to adjustment in the event of a change in the Relevant Currency and, in any such case, the Exercise Price shall therefore be adjusted with effect from the date on which the Reference FX Rate is so adjusted.

“**Extraordinary Resolution**” has the meaning given to it in the Trust Deed.

“**Event of Default**” has the meaning given to it in Condition 12.

“**Fair Market Value**” means, with respect to any property on any date (the “**FMV Date**”):

- (i) in the case of a Cash Dividend, the amount of such Cash Dividend;
- (ii) in the case of any other cash amount, the amount of such cash;

- (iii) in the case of Securities (including Ordinary Shares), Spin-Off Securities, options, warrants or other rights or assets that are publicly traded on a Relevant Stock Exchange of adequate liquidity (as determined by the Calculation Agent or Independent Adviser), the arithmetic mean of (a) in the case of Ordinary Shares or (to the extent constituting equity share capital (or similar)) Spin-Off Securities, the daily Volume Weighted Average Prices of such Ordinary Shares or (to the extent constituting equity share capital (or similar)) Spin-Off Securities and (b) in the case of any Securities not falling within (a) above and any options, warrants or other rights or assets, the daily Closing Price of such Securities, options, warrants or other rights or assets, in the case of both (a) and (b) during the period of five Scheduled Trading Days on the Relevant Stock Exchange for such Securities, Spin-Off Securities, options, warrants or other rights or assets commencing on such date (or, if later, the date (the “**Adjusted FMV Date**”) which is the first such Scheduled Trading Day on which such Securities, Spin-Off Securities, options, warrants or other rights or assets are publicly traded) or such shorter period as such Securities, Spin-Off Securities, options, warrants or other rights or assets are publicly traded;
- (iv) in the case of Securities (including Ordinary Shares), Spin-Off Securities, options, warrants or other rights or assets that are not publicly traded on a Relevant Stock Exchange of adequate liquidity (as aforesaid), the fair market value of such Securities, Spin-Off Securities, options, warrants or other rights or assets as determined by an Independent Adviser on the basis of a commonly accepted market valuation method and taking account of such factors as it considers appropriate, including the market price per Ordinary Share, the dividend yield of an Ordinary Share, the volatility of such market price, prevailing interest rates and the terms of such Securities, Spin-Off Securities, options, warrants or other rights or assets, including as to the expiry date and exercise price (if any) thereof,

provided that:

- (A) such amounts shall (subject to proviso (B) below) be translated into the Relevant Currency (if not expressed in the Relevant Currency as at the FMV Date (or, as the case may be, Adjusted FMV Date)) at the Prevailing Rate on that date;
- (B) if in connection with any exercise by a Bondholder of Conversion Rights, a Relevant Adjustment Date in respect of a Relevant Cash Dividend shall have occurred on or before the final Averaging Date of the Calculation Period applicable to such exercise of Conversion Rights, and if the Fair Market Value of such Relevant Dividend cannot otherwise be determined in accordance with these Conditions on or before such final Averaging Date, then, solely for the purpose of determining the Cash Amount payable to that particular Bondholder, the Fair Market Value of such Relevant Dividend will be determined by an Independent Adviser on such final Averaging Date and the determination of such Fair Market Value shall be made as at the Relevant Adjustment Date and on the basis of a commonly accepted market valuation method and taking account of such factors as it considers appropriate, including those referred to in paragraph (iv) above, and the Cash Amount payable to such Bondholder shall be determined on the basis that the Conversion Price had (solely for the purpose as aforesaid) been adjusted as at the Relevant Adjustment Date using such Fair Market Value; and
- (C) in the case of (i) and (ii) above, the Fair Market Value shall be determined on the basis of the gross amount of the relevant Cash Dividend or other cash amount (disregarding any withholding or deduction required to be made for or on account of tax, and disregarding any associated tax credit) as determined by the Calculation Agent.

“**Fair Value per Bond**” means the mid-market fair value per Bond on the Relevant Date as determined by an Independent Adviser in good faith taking into account, *inter alia*, the Bond Market Price on the Relevant Date, the Volume Weighted Average Price of the Ordinary Shares on the Relevant Date, the yield to maturity of any senior unsecured bonds of, or guaranteed by, the Issuer or the Guarantors with a similar final maturity date to the Bonds and any other market parameter the Independent Adviser deems in good faith to be relevant for the valuation of the Bonds on the Relevant Date.

“**Final Maturity Date**” means 27 March 2025.

“**Financial Indebtedness**” of any person, means (without duplication and excluding trade credit in the ordinary course of the Group’s business on the Group’s normal commercial terms):

- (i) all obligations of such person for monies borrowed and its redemption obligations in respect of mandatorily redeemable preferred stock (being any class of capital stock of a corporation that is preferred over any other class of capital stock of such corporation as to the payment of dividends or the payment for any amounts upon liquidation or dissolution of such corporation);
- (ii) all obligations of such person evidenced by any debenture, bond, note, loan, stock, commercial paper or other similar security;
- (iii) all actual (as opposed to contingent) reimbursement and other payment obligations of such person (other than accounts payable) in respect of any acceptance of financial letters of credit or instruments serving similar functions;
- (iv) all obligations of such person in respect of capitalised rentals or Finance Leases;
- (v) all guarantees by such person of financial indebtedness of third parties; and
- (vi) the remaining recourse element of receivables sold by such person or any of its Subsidiaries in a jurisdiction where such receivables financing is not a usual and customary financing transaction,
- (vii) but with respect to the Group shall exclude monies borrowed or raised by any entity within the Group from any other entity within the Group.

“**Finance Lease**” as applied to any person, means any lease of any property (whether real, personal or mixed) by such person as lessee which would, in accordance with IFRS, be required to be classified and accounted for as a finance lease in the financial accounts or statements of such person.

“**Group**” means, at any time, Glencore plc and its Subsidiaries (including the Issuer), through which Glencore plc may own its assets and conduct operations indirectly.

“**Guarantee**” means, in relation to any Financial Indebtedness of any person, any obligation of another person to pay such Financial Indebtedness.

“**Guarantees of the Bonds**” means (i) the guarantee of the Bonds given by Glencore plc in the Deed of Guarantee and (ii) the guarantee of the Bonds given by each of Glencore International AG and Glencore (Schweiz) AG in the Guarantee Agreement.

“**Guarantors**” means Glencore plc, Glencore International AG and Glencore (Schweiz) AG, and each a “**Guarantor**”.

“**Hedging Counterparty**” means a counterparty to a Hedge Position.

“**Hedge Position**” means: (i) with respect to the Issuer, any transaction including a share option transaction, the Issuer deems appropriate to hedge the equity price risk of entering into and performing its obligations with respect to the Bonds (each, a “**Transaction**”) or any asset the Issuer deems appropriate to hedge the equity price risk of entering into and performing its obligations with respect to the Bonds; or (ii) with respect to a Hedging Counterparty, (a) any Transaction or (b) any purchase, sale, entry into or maintenance of one or more (1) positions or contracts in securities, options, futures, derivatives or foreign exchange, (2) stock loan transactions or (3) other instruments or arrangements (howsoever described) by a Hedging Counterparty (or an affiliate thereof) to hedge, individually or on a portfolio basis, a Transaction, provided, for the avoidance of doubt, that (ii) shall not apply for the purposes of the definition of Early Redemption Amount.

“**ICE Futures Europe**” means ICE Futures Europe or its successor or any substitute exchange to which trading in option contracts relating to the Ordinary Shares has temporarily or permanently relocated, as determined by the Calculation Agent.

“**ICE Futures Europe Corporate Actions Policy**” means the standard corporate actions policy of ICE Futures Europe as the same may be amended from time to time.

“**Independent Adviser**” means an independent adviser, which may be the initial Calculation Agent, selected and appointed by the Issuer and the Guarantors at their own expense and (other than where the initial Calculation Agent is appointed in such Independent Adviser capacity) approved in writing by each Hedge Counterparty (if any) at such time (such approval not to be unreasonably withheld or delayed) and by the Trustee or, if the Issuer and the Guarantors fail to make such appointment and such failure continues for a reasonable period (as determined by the Trustee in its sole discretion) and the Trustee is indemnified and/or secured and/or prefunded to its satisfaction against the liabilities, costs, fees and expenses of such adviser and otherwise in connection with such appointment, appointed by the Trustee (without liability for so doing) following notification thereof to the Issuer, the Guarantors and the Hedging Counterparties (if any) at such time.

“**Initial Averaging Date**” has the meaning given to it in the definition of Share Reference Price.

“**Limited Recourse Indebtedness**” means any indebtedness to finance the ownership, acquisition, development, redevelopment and/or operation of an asset or to finance or facilitate the receipt of any specified revenues or receivables in respect of which the person or persons to whom any such indebtedness is or may be owed (in this definition, the “**Lender**”) by the relevant borrower being the Issuer, each of the Guarantors or any Material Subsidiary (in this definition, the “**Borrower**”) has or have no recourse whatsoever to the Borrower for the repayment thereof other than:

- (i) recourse to such Borrower for amounts limited to the cash flow or net cash flow from such asset or receivable; and/or
- (ii) recourse to the proceeds of enforcement of any Security Interest given by such Borrower over such asset or receivable or the income, cash flow or other proceeds deriving therefrom (“**Relevant Property**”) (or given by any shareholder or the like in the Borrower over its shares or the like in the capital of the Borrower (“**Related Property**”)) to secure such indebtedness, **provided that** (A) the extent of such recourse to such Borrower is limited solely to the amount of any recoveries made on any such enforcement, and (B) such Lender is not entitled, by virtue of any right or claim arising out of or in connection with such indebtedness, to commence proceedings for the winding up or dissolution of the Borrower or to appoint or procure the appointment of any receiver, trustee or similar person or officer in respect of the Borrower or any of its assets (save for the assets the subject of such encumbrance); and/or
- (iii) recourse to the Borrower generally, or directly or indirectly to a member of the Group, under any form of assurance, undertaking or support, which recourse is limited to a claim for damages (other than liquidated damages and damages required to be calculated in a specific way) for breach of an obligation (not being a payment obligation or an obligation to procure payment by another person or an indemnity in respect thereof or an obligation to comply or to procure compliance by another person with any financial ratios or other tests of financial condition) by the person in favour of whom such recourse is available.

“**London Stock Exchange**” means the London Stock Exchange plc.

“**Material Subsidiary**” means:

- (i) any Subsidiary of Glencore plc where (i) the Subsidiary Income (or Loss) before Borrowing Costs and Tax in respect of such a Subsidiary during the immediately preceding complete financial year of such Subsidiary exceeded 10% of the Consolidated Income (or Loss) before Borrowing Costs and Tax of the Group during the immediate preceding complete financial year of Glencore plc or (ii) the Subsidiary Assets in respect of such Subsidiary during the immediately preceding complete financial

year of such Subsidiary exceeded 10% of the Consolidated Assets of the Group as at the end of the immediately preceding complete financial year of Glencore plc; or

- (ii) any other Subsidiary of Glencore plc which has been designated by Glencore plc to the Trustee in writing to constitute a “Material Subsidiary” provided that, subject to paragraph (a) above, Glencore plc may, by notice in writing to the Trustee specify that a Subsidiary previously designated to be a “Material Subsidiary” pursuant to this provision shall no longer be treated as a “Material Subsidiary”; or
- (iii) any other Subsidiary of Glencore plc held directly or indirectly which owns, directly or indirectly, a Subsidiary which is a Material Subsidiary in accordance with paragraph (i) or (ii) above,

provided that no Subsidiary of the Group that has common stock listed on a public securities exchange, nor any of their respective direct or indirect Subsidiaries, shall be deemed to be a Material Subsidiary. In addition, Glencore Agriculture Ltd. shall not be deemed to be a Material Subsidiary.

“**Modified Postponement**” means, in relation to any Initial Averaging Date that is a Disrupted Day, the first succeeding Scheduled Trading Day that is not a Disrupted Day pursuant to Condition 7 and on which another Initial Averaging Date does not or is deemed not to occur (a “**Valid Day**”). If the first such succeeding Valid Day has not occurred as of the Valuation Time on the eighth Scheduled Trading Day immediately following the original date that, but for the occurrence of another Initial Averaging Date or Disrupted Day, would have been the final Initial Averaging Date, then (1) that eighth Scheduled Trading Day shall be deemed the Initial Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Initial Averaging Date), and (2) the Independent Adviser shall determine its good faith estimate of the value of the Share(s) at the Valuation Time on such eighth Scheduled Trading Day.

“**Nationalisation**” means that, as determined by an Independent Adviser, all the Ordinary Shares or all or substantially all the assets of Glencore plc are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

“**Non-Redemption Election Notice**” has the meaning given to it in Condition 9(b)(ii).

“**Optional Redemption Date**” has the meaning given to it in Condition 9(b).

“**Optional Redemption Notice**” has the meaning given to it in Condition 9(b).

“**Optional Settlement Date**” has the meaning given to it in Condition 9(c).

“**Ordinary Share**” means initially one fully paid ordinary share in the capital of Glencore plc (the “**Original Ordinary Share**”) with, on the Closing Date, a par value of U.S.\$0.01, subject to adjustment pursuant to Condition 6.

“**Permitted Securitisation Transaction**” shall mean a sale of receivables, inventories or other assets by a member of the Group to a special purpose entity, whereby either (i) the sale does not meet the derecognition requirements of, or (ii) the special purpose entity is required to be consolidated under IFRS such that the assets and related liabilities appear on Glencore plc’s consolidated financial statements.

“**Permitted Security Interest**” means:

- (i) any Security Interest over property or assets of a person which becomes a Subsidiary after the Closing Date (and at the same time or subsequently becomes a Material Subsidiary), but only if:
 - (a) the Security Interest (1) was in existence prior to the date of the person concerned becoming a Subsidiary and (2) was not created in contemplation of such person becoming a Subsidiary; and
 - (b) the principal or nominal amount secured by the Security Interest as at the date the person became a Subsidiary is not subsequently increased; and

- (ii) any Security Interest on accounts receivable, inventory or other assets in connection with Permitted Securitisation Transactions.

a “**person**” includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not being a separate legal entity).

“**Prevailing Rate**” means, in respect of a pair of currencies on any date (for the purpose of this definition, the “**Original Date**”), the spot mid-rate of exchange between the relevant currencies prevailing as at 5 p.m. (London time) on that date as appearing on or derived from Bloomberg page BFIX (or any successor page) in respect of such pair of currencies, or, if such a rate cannot be determined at such time, the rate prevailing as at 5 p.m. (London time) on the immediately succeeding day on which such rate can be so determined or if such succeeding day has not occurred on the fifth Scheduled Trading Day immediately following the Original Date, all as determined by the Calculation Agent, the rate determined in such other manner as an Independent Adviser shall determine in good faith to be appropriate.

“**Rating Agency**” means Standard & Poor's Credit Market Services Europe Limited and its successor or affiliates and/ or any other rating agency of equivalent international standing specified from time to time by the Issuer which has a current rating of the Bonds at any relevant time.

a “**Rating Downgrade**” shall be deemed to have occurred in respect of a Change of Control in respect of Glencore plc if within the Change of Control Period the rating previously assigned to the Bonds by any Rating Agency is:

- (i) withdrawn; or
- (ii) changed from an investment grade rating (Baa3/BBB-, or their respective equivalents for the time being, or better) to a non-investment grade rating (Ba1/BB+, or their respective equivalents for the time being, or worse) and not subsequently upgraded or restored; or
- (iii) if the rating previously assigned to the Bonds by any Rating Agency was below an investment grade rating (as described above), lowered at least one full rating notch (for example, from Ba1/BB+ to Ba2/BB or their respective equivalents) and not subsequently upgraded or restored to its earlier rating,

provided that (x) if, at the time of the occurrence of the Change of Control the Bonds carry a rating from more than one Rating Agency, at least one of which is investment grade, then sub paragraph (ii) above will apply and (y) no Change of Control Put Event will be deemed to occur if at the time of the occurrence of the Change of Control, the Bonds carry a rating from more than one Rating Agency and less than all of such Rating Agencies downgrade or withdraw such rating as described in sub paragraphs (i), (ii) and (iii) above; and provided that a Rating Downgrade otherwise arising by virtue of a particular change in rating shall be deemed not to have occurred in respect of a particular Change of Control in respect of Glencore plc if the Rating Agency making the change in rating does not publicly announce or publicly confirm that the reduction was the result, in whole or part, of any event or circumstance comprised in or arising as a result of, or in respect of, such Change of Control.

“**Reference FX Rate**” means the arithmetic average of the Prevailing Rates in respect of the USD and pound sterling on each Initial Averaging Date, subject to adjustment if at any time following the determination of the initial Reference FX Rate the Relevant Currency changes, and in any such case, the Reference FX Rate shall be adjusted by multiplying the Reference FX Rate in effect immediately prior to such change in the Relevant Currency by the Prevailing Rate (as at the date which change occurs) in respect of the Relevant Currency in effect immediately prior to such change and the Relevant Currency in effect immediately following such change.

“**Relevant Change of Control Announcement Date**” means the earlier of (x) the date of the first public announcement of the relevant Change of Control and (y) the date of the earliest Relevant Potential Change of Control Announcement (if any).

“Relevant Currency” means pounds sterling or, if at the relevant time or for the purposes of the relevant calculation or determination, sterling is no longer the currency in which the Ordinary Shares are quoted or dealt in on the Relevant Stock Exchange, the currency in which the Ordinary Shares are quoted or dealt in on the Relevant Stock Exchange at such time.

“Relevant Date” means (i) in respect of an early redemption of the Bonds pursuant to Condition 9(d) the date of announcement by ICE Futures Europe of a termination of any option contract in respect of the Ordinary Shares traded on ICE Futures Europe or the date an Independent Adviser determines would have resulted in the termination of any option contract in respect of the Ordinary Shares had any such option contract been traded on ICE Futures Europe, (ii) in respect of a Nationalisation, the date of the first public announcement to nationalise (whether or not subsequently amended) that leads to the Nationalisation, (iii) in respect of a Change in Law in relation to which the Issuer has provided a notice of redemption pursuant to Condition 8, (A) (other than where the Change in Law relates to a Hedge Position) the early termination date specified in the termination notice in respect of a Hedge Position by the Issuer (or any relevant affiliate thereof) as a result of the determination by the Issuer or a Guarantor that a Change in Law has occurred or, if no Hedge Position is being terminated, the date on which the Issuer or a Guarantor determine that a Change in Law has occurred or, as the case may be, (B) (where the Change in Law relates to a Hedge Position) the early termination date specified in the termination notice in respect of such Hedge Position, and (iv) in the case of a Delisting, the date of the first public announcement by the Relevant Stock Exchange that the Ordinary Shares will cease to be listed, traded or publicly quoted, whichever is earlier (provided that if such announcement is made after the actual closing time of the Relevant Stock Exchange, without regard to any after hours or any other trading outside of such regular trading session hours, the Relevant Date shall be deemed to be the next following Scheduled Trading Day).

“Relevant Due Date” means, in respect of any relevant payment on any Bond, the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Principal Paying and Conversion Agent or the Trustee on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is given to the Bondholders in accordance with Condition 19.

“Relevant Indebtedness” means (i) any present or future indebtedness (whether being principal, premium, interest or other amount) in the form of, or represented or evidenced by, notes, bonds, debentures, debenture stock, loan stock or other securities which are, or are intended to be, with the consent of the person issuing the same, quoted, listed or ordinarily traded on any stock exchange or recognised over the counter or other securities market, and (ii) any guarantee or indemnity in respect of any such indebtedness.

“Relevant Jurisdiction” means the Issuer’s or the relevant Guarantor’s jurisdiction of incorporation.

“Relevant Period” has the meaning given to it by Condition 6(a)(iv).

“Relevant Potential Change of Control Announcement” means any public announcement or statement by Glencore plc, any actual or potential bidder or any adviser thereto relating to any potential Change of Control where, within 180 days following the date of such announcement or statement, a Change of Control occurs.

“Relevant Redemption Event Date” means:

- (i) in the case of an early redemption in accordance with Condition 8 as a result of a Nationalisation or Delisting or Condition 9(d), the applicable Relevant Date; or
- (ii) in the case of an early redemption in accordance with Condition 8 as a result of a Change in Law, the date on which notice of early redemption is given by the Issuer pursuant to such Condition 8.

“Relevant Stock Exchange” means (i) in the case of the Original Ordinary Shares, the London Stock Exchange or, if at the relevant time the Original Ordinary Shares are not at that time listed and admitted to trading on the London Stock Exchange, the principal stock exchange or securities market on which the Original Ordinary Shares are then listed, admitted to trading or quoted or dealt in and (ii) in the case of any

other Securities, the principal stock exchange or securities market on which such Securities are then listed, admitted to trading or quoted or dealt in.

“**Scheduled Trading Day**” means any day on which the Relevant Stock Exchange and ICE Futures Europe are both scheduled to be open for trading for their respective regular trading sessions.

“**Securities**” or “**Security**” means any securities including, without limitation, shares in the capital of Glencore plc, or options, warrants or other rights to subscribe for or purchase or acquire shares in the capital of Glencore plc.

“**Security Interest**” means any mortgage, charge, pledge, lien or other security interest including, without limitation, anything analogous to any of the foregoing under the laws of any jurisdiction.

“**Settlement Date**” means, in respect of a Conversion Date, the third London business day following the last Averaging Date relating to such Conversion Date.

“**Settlement Cycle**” means the period of trading days following a trade in the Ordinary Shares on the Relevant Stock Exchange in which settlement will customarily occur according to the rules of the Relevant Stock Exchange.

“**Share Price**” means in relation to:

- (i) for the purpose of determining the Share Reference Price, a Daily Cash Amount or the 25 Day VWAP, the volume weighted average price per Ordinary Share on the Relevant Stock Exchange on the relevant Scheduled Trading Day as displayed for that day on Bloomberg page GLEN LN Equity AQR AUTO (or any successor page or ticker for the Ordinary Shares on the Relevant Stock Exchange) (using the volume weighted average price labelled as “Automated Trades” (or any successor setting)) and having selected the relevant Scheduled Trading Day and the relevant opening time (as at 20 March 2018, 08:00) and closing time (as at 20 March 2018, 16.35) London time (or the then prevailing opening and closing times (excluding the opening and closing auctions) local time of the then prevailing Relevant Stock Exchange as determined by the Calculation Agent or an Independent Adviser), or, if the Share Price cannot be so determined, such other source (if any) as shall be determined in good faith to be appropriate by an Independent Adviser on such Scheduled Trading Day; or
- (ii) for the purpose of any other determination, the Volume-Weighted Average Price of an Ordinary Share on the relevant Scheduled Trading Day.

“**Share Reference Price**” means the simple arithmetic average (rounded to four decimal places with 0.00005 being rounded upwards) of the daily Share Prices on each of the 10 Scheduled Trading Days, subject to Modified Postponement (each an “**Initial Averaging Date**”), commencing on and including 21 March 2018, as determined by the Calculation Agent and notified by the Issuer (failing which the Guarantors) to the Bondholders as soon as practicable (and in any event within five London business days) following determination (such notice shall be given in accordance with Condition 19 and shall specify the Share Reference Price, the resulting Conversion Price, the Reference FX Rate, the Exercise Price and the initial Conversion Ratio based on that Conversion Price and the Dividend Threshold for each Relevant Period for the purposes of Condition 6(a)(iv)).

“**Shareholders**” means the holders of Ordinary Shares.

“**Spin-Off**” has the meaning given to it in Condition 6(a)(iv).

“**Spin-Off Securities**” has the meaning provided by Condition 6(a)(iv).

“**Subsidiary**” means, in relation to any person, any corporation, association or other business entity more than 50% of the Voting Shares of which is at the time owned directly or indirectly by such person. Unless otherwise specified, any reference to a Subsidiary is intended as a reference to a direct or indirect Subsidiary of Glencore plc.

“**Subsidiary Assets**” means the total assets of a Subsidiary of Glencore plc excluding all intercompany assets and liabilities, all as reported in the latest consolidated financial statements of that Subsidiary (or, in relation to a Subsidiary of Glencore plc which does not have any Subsidiaries, the latest non consolidated financial statements of such Subsidiary).

“**Subsidiary Borrowing Costs**” of any Subsidiary of Glencore plc means all continuing, regular or periodic costs, charges and expenses (including, but not limited to interest, whether capitalised or not and the interest element of Finance Leases) incurred by such Subsidiary in effecting, servicing or maintaining Financial Indebtedness plus rent payments under operating leases, less interest received by such Subsidiary, all as reported in the latest consolidated financial statements of such Subsidiary (or, in relation to a Subsidiary of Glencore plc, which does not have any Subsidiaries, the latest non consolidated financial statements of such Subsidiary).

“**Subsidiary Income (or Loss) before Borrowing Costs and Tax**” means the Consolidated Income of any Subsidiary of Glencore plc (or, in relation to such a Subsidiary which does not have any Subsidiaries, the non-consolidated income), adjusted by adding back any cumulative effect of changes in accounting policy, minority interests, income taxes, extraordinary items and Subsidiary Borrowing Costs for the year, but excluding all inter Subsidiary transactions such as, but not limited to, dividends, commissions and management fees all as reported in the latest consolidated financial statements of such Subsidiary (or, in relation to a Subsidiary of Glencore plc which does not have any Subsidiaries, the latest non-consolidated financial statements of such Subsidiary).

“**Tax Redemption Date**” has the meaning given to it in Condition 9(b)(ii).

“**Tax Redemption Notice**” has the meaning given to it in Condition 9(b)(ii).

“**UK Listing Authority**” means the Financial Conduct Authority acting under Part VI of the Financial Services and Markets Act 2000.

“**U.S.\$**” or “**USD**” refer to United States dollars, being the lawful currency for the time being of the United States.

“**Volume Weighted Average Price**” means, in respect of an Ordinary Share or Spin-Off Security on any Scheduled Trading Day, the volume-weighted average price of an Ordinary Share or Spin-Off Security published by or derived from Bloomberg page HP (or any successor page) (using the setting labelled “Weighted Average” or any equivalent successor label to this setting) for such Ordinary Share or Spin-Off Security in respect of the Relevant Stock Exchange in respect thereof (and for the avoidance of doubt such Bloomberg page for the Ordinary Shares as at 20 March 2018 is GLEN LN Equity HP), if any, or, if the Volume Weighted Average Price cannot be so determined, such other source (if any) as shall be determined in good faith to be appropriate by an Independent Adviser on such Scheduled Trading Day; provided that if on any such Scheduled Trading Day (for the purpose of this definition, the “**Affected Day**”) such price is not available or cannot otherwise be determined as provided above, the Volume Weighted Average Price of an Ordinary Share or Spin-Off Security as the case may be, in respect of such Scheduled Trading Day shall be the Volume Weighted Average Price, determined as provided above, on the immediately succeeding Scheduled Trading Day on which the same can be so determined, and further provided that if the Volume Weighted Average Price cannot be so determined on any of the five Scheduled Trading Days immediately succeeding the Affected Day, an Independent Adviser shall determine the Volume Weighted Average Price in good faith.

“**Voting Shares**” means with respect to any person, the securities of any class or classes of such person, the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the corporate directors (or persons performing similar functions) of such person.

“**YTM Redemption Amount**”, on any date (the “**YTMRA Date**”), means an amount per Bond in U.S.\$ equal to the amount determined by the Calculation Agent in accordance with the following formula (rounded (if necessary) to two decimals with U.S.\$ 0.005 being rounded upwards):

$$A' = A \times (1 + r)^{\left(Y + \frac{d}{n}\right)}$$

Where:

- A' = the YTM Redemption Amount at the YTMRA Date;
- A = U.S.\$ 186,500 per U.S.\$ 200,000 in principal amount of the Bonds;
- D = the date determined by subtracting Y years from the YTMRA Date (i.e. the date such that the Y^{th} anniversary date thereof falls on the YTMRA Date);
- r = 1.0033736%;
- Y = the number of anniversary date(s) (if any) of 27 March 2018 falling on or prior to the YTMRA Date;
- d = the number of days (if any) from (and including) 27 March 2018 to (but excluding) D ; and
- n = 365.

References to any act or statute or any provision of any act or statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such modification or re-enactment.

References to any issue or offer or grant to Shareholders “**as a class**” shall be taken to be references to an issue or offer or grant to all or substantially all Shareholders, other than Shareholders to whom, by reason of the laws of any territory or requirements of any recognised regulatory body or any other stock exchange or securities market in any territory or in connection with fractional entitlements, it is determined not to make such issue or offer or grant.

Any determination by the Calculation Agent or an Independent Adviser appointed by the Issuer, the Guarantors or, as the case may be, the Trustee in any of the circumstances contemplated in these Conditions shall (save in the case of a manifest error) be final and binding on the Issuer, the Guarantors, the Trustee and the Bondholders.

References in these Conditions to listing on the London Stock Exchange (or like or similar references) shall be construed as admission to the Official List of the UK Listing Authority and admission to trading on the EEA Regulated Market of the London Stock Exchange and references to “**EEA Regulated Market**” means a market as defined by Article 4.1 (14) of Directive 2004/39/EC of the European Parliament and of the Council on markets in financial instruments.

4 Interest

The Bonds do not bear interest.

5 Conversion of Bonds

(a) Conversion Period and Conversion Price

(i) The Issuer grants to each Bondholder the right (the “**Conversion Right**”) exercisable at any time during any Conversion Period to require the Bond(s) held by it to be purchased in accordance with the provisions of Condition 5(c).

(ii) Conversion Period

“**Conversion Period**” means each of:

(A) any of the following periods, provided that any such period falls within the period beginning on (and including) the Closing Date to (but excluding) 27 November 2024:

(I) if the Issuer declares the Bonds due for early redemption pursuant to Condition 9(b) then, (x) in respect of Bonds to be redeemed pursuant to Condition 9(b)(i), the period from and including the date on which the Optional Redemption Notice is published up to and including the eighth Scheduled Trading Day preceding the Optional Redemption Date, or (y) in respect of Bonds to be redeemed pursuant to Condition 9(b)(ii), the period from and including the date on which the Tax Redemption Notice is published up to and including the eighth Scheduled Trading Day preceding the Tax Redemption Date, other than (in the case of (y) only) in relation to any Bonds in respect of which a Non-Redemption Election Notice has been validly delivered pursuant to Condition 9(b)(ii);

(II) if any Event of Default occurs and is continuing, the period from and including the date on which such Event of Default occurs to but excluding the date (if any) on which notice is given by the Trustee that the relevant Bonds are declared due and payable pursuant to Condition 12 or, if earlier, the date (if any) the relevant Event of Default ceases to be continuing;

(III) if a Change of Control Put Event occurs, the Change of Control Put Period;

(IV) if Glencore plc announces a distribution to Shareholders of cash, assets, securities or other property where the Fair Market Value (as at the date on which the terms of such distribution were first publicly announced by Glencore plc) of such distribution per Share is greater than 30 per cent. of the arithmetic mean of the daily VWAPs on each Scheduled Trading Day in the 30 Scheduled Trading Day period ending on (and including) the Scheduled Trading Day immediately preceding the date on which the terms of such distribution were first publicly announced by Glencore plc (or, as the case may be, the relevant Adjusted FMV Date as provided in the definition of Fair Market Value), the period from and including such date of first public announcement as aforesaid (or, as the case may be, the relevant Adjusted FMV Date as provided in the definition of Fair Market Value) or, if later, the first date on which such Fair Market Value as aforesaid is capable of being determined in accordance with the definition thereof, to but excluding the later of (i) the Ex-Date in respect of such distribution and (ii) the 10th Scheduled Trading Day following the date on which such Fair Market Value is capable of being determined as aforesaid; and

(V) if a Parity Event or IA Parity Event occurs, the period of 10 consecutive Scheduled Trading Days commencing on and including the Parity Event Notification Date (as defined in Condition 5(a)(iv)).

(B) the period from (and including) 27 November 2024 to (and including) the earliest of:

- (I) the Scheduled Trading Day immediately preceding the 35th Scheduled Trading Day before the Final Maturity Date; or
- (II) the day preceding the Relevant Redemption Event Date, if the Issuer redeems the Bonds pursuant to Condition 8 or Condition 9(d); or
- (III) the day preceding the date on which notice is given by the Trustee that the Bonds are declared due and payable pursuant to Condition 12; or
- (IV) the 8th Scheduled Trading Day preceding the Optional Redemption Date, if the Issuer redeems the Bonds pursuant to Condition 9(b)(i); or
- (V) the 8th Scheduled Trading Day preceding the Tax Redemption Date, if the Issuer redeems the Bonds pursuant to Condition 9(b)(ii), provided that this paragraph (IV) shall not apply in relation to any Bonds in respect of which a Non-Redemption Election Notice has been validly delivered pursuant to Condition 9(b)(ii).

(iii) In these Conditions:

“**Adjusted Parity Value**” means, in respect of any Scheduled Trading Day, 97 per cent. of the Parity Daily Cash Amount per Bond, where “**Parity Daily Cash Amount**” or “**PDCA**” means an amount in USD calculated by the Calculation Agent for each Scheduled Trading Day of the Reference Period or for the Bond Price Determination Date, in accordance with the following formula:

$$PDCA = YTM_n + (CR_n \times P_n - EP) \times PR_n$$

Where:

- YTM_n = the YTM Redemption Amount on such Scheduled Trading Day or Bond Price Determination Date (as applicable);
- EP = the Exercise Price;
- P_n = the Closing Price on such Scheduled Trading Day or Bond Price Determination Date (as applicable);
- CR_n = the Conversion Ratio in effect on such Scheduled Trading Day or Bond Price Determination Date (as applicable); and
- PR_n = the Prevailing Rate between the Relevant Currency and USD on such Scheduled Trading Day or Bond Price Determination Date (as applicable)

For the avoidance of doubt, the PDCA shall be floored at USD 0.00.

For the purpose of these Conditions:

“**Bond Price Determination Date**” means the fifth Scheduled Trading Day following the end of any Bond Price Unavailability Period;

An “**IA Parity Event**” shall occur in respect of any Reference Period if, as determined by an Independent Adviser, (i) no Bond Market Price is available for 6 or more Scheduled Trading Days comprised in such Reference Period (a “**Bond Price Unavailability Period**”), and (ii) the fair market value on the Bond Price Determination Date (as determined by the Independent Adviser) per USD 200,000 in nominal value of the Bonds is less than the Adjusted Parity Value on such Bond Price Determination Date;

A “**Parity Event**” shall occur in respect of any Reference Period if, as determined by the Calculation Agent, (i) the Bond Market Price per U.S.\$200,000 nominal value of the Bonds is available on 5 or more Scheduled Trading Days comprised in such Reference Period and (ii) on each such Scheduled Trading Day on which the Bond Market Price is available as aforesaid, such Bond Market Price is less than the Adjusted Parity Value in effect on each such Scheduled Trading Day; and “**Reference Period**” means, in respect of a Notification Date, each period of 10 consecutive Scheduled Trading Days, commencing on and including the 2nd Scheduled Trading Day following such Notification Date.

- (iv) For the purposes of Condition 5(a)(ii)(A)(V), neither the Issuer, the Guarantors nor the Calculation Agent will be required to monitor the Bond Market Price or perform any related calculations to verify whether a Parity Event or an IA Parity Event has occurred unless a Bondholder provides the Issuer in writing, with a copy to the Calculation Agent (and the date on which such written notification is made to the Issuer shall be the “**Notification Date**”) with reasonable supporting evidence that either (i) no Bond Market Price was available from the relevant Bloomberg page or such other source referred to in the definition of Bond Market Price, or (ii) the Bond Market Price was less than the Adjusted Parity Value, in each case in respect of each Scheduled Trading Day during a period of 5 consecutive Scheduled Trading Days (ending no earlier than the 10th Scheduled Trading Day before the Notification Date). In any such case, the Calculation Agent shall determine, as provided above, whether a Parity Event or (following the relevant determination by the Independent Adviser) an IA Parity Event has occurred in respect of the applicable Reference Period in respect of such Notification Date, and, if a Parity Event or an IA Parity Event has occurred, the Calculation Agent shall inform the Issuer and the Principal Paying and Conversion Agent that the Parity Event or IA Parity Event has occurred in respect of the Reference Period at the latest on the second Scheduled Trading Day immediately following (x) (in the case of a Parity Event) the last Scheduled Trading Day of such Reference Period or (y) (in the case of an IA Parity Event) the Bond Price Determination Date. Subject to having been notified by the Calculation Agent of the occurrence of a Parity Event, the Issuer will give notice to the Bondholders of the occurrence of that Parity Event on the first Scheduled Trading Day immediately following the date on which such notification by the Calculation Agent is made to it as aforesaid (“**Parity Event Notification Date**”), in accordance with Condition 19.
- (v) Notwithstanding the foregoing, Conversion Rights may not be exercised:
- (A) in respect of any Bond following the giving of notice by the Trustee that such Bond is immediately due and payable pursuant to Condition 12;
 - (B) in the event of an early redemption pursuant to Condition 8 or Condition 9(d), at any time on or after the Relevant Redemption Event Date; or
 - (C) if the relevant Bondholder has sent its Change of Control Put Option Notice to the Issuer to redeem that Bond and transferred such Bond pursuant to Condition 9(c).

(b) *Procedure for Exercise of Conversion Rights*

Conversion Rights may be exercised by a Bondholder during the Conversion Period by delivering the Certificate representing the relevant Bond to the specified office of any Paying and Conversion Agent, by no later than 5:00 pm (London time), accompanied by a duly completed and signed notice of conversion (a “**Conversion Notice**”) in the form (for the time being current) obtainable from any Paying and Conversion Agent. Conversion Rights shall be exercised subject in each case to any applicable fiscal or other laws or regulations applicable in the jurisdiction in which the specified office of the Paying and Conversion Agent to whom the relevant Conversion Notice is delivered is located.

If such delivery is made later than 5:00 pm (London time) or on a day which is not a business day in the place of the specified office of the relevant Paying and Conversion Agent, such delivery shall be deemed for all purposes of these Conditions to have been made on the next following such business day.

The date on which the delivery of the Certificate and the Conversion Notice is made or deemed to be made as provided above shall be the “**Conversion Notice Delivery Date**”, and such date (which must fall during the Conversion Period) shall be the date on which Conversion Rights are deemed to have been exercised.

Any determination as to whether a Conversion Notice has been duly completed and properly delivered shall be made by the relevant Paying and Conversion Agent and shall, save in the case of manifest error, be conclusive and binding on the Issuer, the Guarantors, the Trustee, the Agents, and the relevant Bondholder.

A Conversion Notice, once delivered, shall be irrevocable.

The “**Conversion Date**” in respect of any Bond shall be:

- (i) in the case of a Conversion Right exercised during any Conversion Period referred to in Condition 5(a)(ii)(A), the London business day immediately following the Conversion Notice Delivery Date; or
- (ii) in the case of a Conversion Right exercised during the Conversion Period referred to in Condition 5(a)(ii)(B), the first of the following dates to occur after the Conversion Notice Delivery Date:
 - (A) the 15th calendar day of a month (or, if such day is not a London business day, the immediately following London business day);
 - (B) the last London business day of a calendar month; and
 - (C) the 35th Scheduled Trading Day before the Final Maturity Date,

provided that the Conversion Date shall be the London business day immediately following such Conversion Notice Delivery Date:

- (i) if (x) the Issuer has given notice to Bondholders that it intends to redeem the Bonds pursuant to Condition 9(b) and (y) the Conversion Notice Delivery Date falls on or after the date of publication of the Optional Redemption Notice or the date of publication of the Tax Redemption Notice, as the case may be;
- (ii) if (x) an Event of Default occurs and is continuing pursuant to Condition 12 and (y) the Conversion Notice Delivery Date falls on or after the date on which such Event of Default occurs.

A Bondholder must pay all, if any, taxes or duties imposed on it and arising by reference to any disposal or deemed disposal of a Bond or interest therein in connection with the exercise of Conversion Rights by it.

(c) *Purchase of the converted Bond(s) by the Issuer*

Upon the valid exercise of Conversion Rights by a Bondholder, the Issuer (failing which, the Guarantors) will purchase the relevant Bond(s) at the Cash Amount calculated in accordance with Condition 5(d).

All Bonds purchased by or on behalf of the Issuer may be cancelled or, at the Issuer’s option, may be held, resold or reissued.

(d) *Cash Amount*

- (i) Upon any exercise of Conversion Rights with respect to one or more Bonds, the Issuer (failing which, the Guarantors) shall pay, as consideration for purchasing the relevant Bonds, the Cash Amount to the converting Bondholder on the relevant Settlement Date, subject to the provisions of Condition 5(d)(ii).

In these Conditions:

“**Averaging Date**” means, in relation to any Calculation Period, and subject to an adjustment for Disrupted Days pursuant to Condition 7, each of the Scheduled Trading Days comprised in such Calculation Period; and

“**Cash Amount**” means, with respect to the Bonds in respect of which the relevant Bondholder shall have exercised Conversion Rights, the product of (i) the sum (rounded to two decimal places with U.S.\$0.005 being rounded upwards) of the Daily Cash Amounts calculated in respect of each Averaging Date in relation to the relevant Calculation Period and (ii) the number of Bonds in respect of which the relevant Bondholder shall have exercised Conversion Rights, where “**Daily Cash Amount**” or “**DCA**” means an amount in USD calculated by the Calculation Agent for each Averaging Date relating to such Calculation Period, in accordance with the following formula:

$$DCA = \frac{1}{N} \times [YTM_n + (CR_n \times P_n - EP) \times PR_n]$$

Where:

- N = 25;
- YTM_n = the YTM Redemption Amount on such Averaging Date;
- EP = the Exercise Price;
- P_n = the Share Price on such Averaging Date;
- CR_n = the Conversion Ratio in effect on such Averaging Date; and
- PR_n = the Prevailing Rate between the Relevant Currency and USD on such Averaging Date.

For the avoidance of doubt, each Daily Cash Amount shall be floored at USD 0.00.

- (ii) If a Relevant Redemption Event Date occurs on or after the applicable Conversion Notice Delivery Date in respect of any exercise by a Bondholder of its Conversion Right and prior to the last Averaging Date in relation to the relevant Calculation Period, the Issuer (failing which the Guarantors) shall pay, as consideration for purchasing the Bonds, the Early Redemption Amount (instead of the Cash Amount) on the Early Redemption Date.

(e) *Purchase or Redemption of Ordinary Shares*

Glencore plc or any of its Subsidiaries (including the Issuer) may exercise such rights as it may from time to time enjoy to purchase, hold, redeem or buy back any shares or other Securities of Glencore plc (including Ordinary Shares) or any depositary or other receipts or certificates representing the same without the consent of the Bondholders.

(f) *No Duty to Monitor*

Neither the Calculation Agent, the Paying and Conversion Agents, the Transfer Agent, the Registrar nor the Trustee shall be under any duty to monitor whether any event or circumstance has happened or

exists or may happen or exist and which requires or may require an adjustment to be made to the Conversion Price and neither will be responsible or liable to the Bondholders for any loss arising from any failure by it to do so. Nor shall the Trustee be responsible or liable to any person for any determination of whether or not an adjustment to the Conversion Price is required or should be made, nor as to the determination or calculation of any such adjustment.

(g) *Share Option Schemes, Dividend Reinvestment Plans*

No adjustment will be made to the Conversion Price where Ordinary Shares or other Securities are issued, offered, exercised, allotted, purchased, appropriated, modified or granted to, or for the benefit of, employees or former employees (including directors holding or formerly holding executive office or the personal service company of any such person) or their spouses or relatives, in each case, of the issuer of the Ordinary Shares or any of its Subsidiaries or any associated company or to a trustee or trustees to be held for the benefit of any such person, in any such case pursuant to any share or option scheme or pursuant to any dividend reinvestment plan or similar plan or scheme.

(h) *Change of Control Put Event*

Promptly (and in any event within 14 days) after becoming aware that a Change of Control Put Event has occurred, the Issuer (failing which, the Guarantors) shall give notice thereof to the Bondholders in accordance with Condition 19 (a “**Change of Control Put Event Notice**”). The Change of Control Put Event Notice shall contain a statement informing Bondholders of their entitlement to exercise their Conversion Rights as provided in these Conditions and their entitlement to exercise their rights to require redemption of their Bonds pursuant to Condition 9(c).

The Change of Control Put Event Notice shall also specify:

- (i) the date such Change of Control Put Event occurred and a summary of the events giving rise to such Change of Control Put Event;
- (ii) the Closing Price of the Shares as derived from the Relevant Stock Exchange as at the latest practicable date prior to the publication of the Change of Control Put Event Notice;
- (iii) the last day of the Change of Control Put Period; and
- (iv) the Optional Settlement Date.

6 Adjustment of Conversion Price and/or Ordinary Share

(a) *The Calculation Agent will adjust the Conversion Price and/or Ordinary Share as follows:*

- (i) ICE Futures Europe Corporate Actions Policy:
 - (A) If, at any time, option contracts in respect of the Ordinary Shares are traded on ICE Futures Europe and ICE Futures Europe adjusts such option contracts in light of any corporate actions and/or capital adjustments of the kind specified in the ICE Futures Europe Corporate Actions Policy, the Calculation Agent shall, with effect as of the same date, adjust, as relevant:
 - 1. the Conversion Price, in circumstances where the exercise prices of option contracts in respect of the Ordinary Shares are adjusted by ICE Futures Europe; and/or
 - 2. the Ordinary Shares, in circumstances where any securities or package of securities are being substituted, by ICE Futures Europe, for the Ordinary Shares as the securities underlying the options contracts in respect of the Shares,

to reflect the adjustments effected by ICE Futures Europe (for the avoidance of doubt the Conversion Price, or, as the case may be, the Ordinary Shares, shall be adjusted using, but not recalculating, such adjustment ratio or similar or other adjustment as was published by ICE Futures Europe), provided that:

- (i) in relation to Cash Dividends (as defined below), the Calculation Agent shall (other than where such Cash Dividend would result in a redemption of the Bonds pursuant to Condition 9(d)) make the adjustments as set out in Condition 6(a)(ii) instead of any corresponding or other adjustment under the ICE Futures Europe Corporate Actions Policy;
- (ii) in relation to any event that constitutes a Delisting, a Nationalisation or (to the extent the Issuer has exercised its right to redeem the Bonds pursuant to Condition 8) a Change in Law, the Bonds will be redeemed in accordance with Condition 8 and no adjustment under the applicable ICE Futures Europe Corporate Actions Policy, if any, will be made to the Conversion Price and/or the Ordinary Share; and
- (iii) in relation to any event the subject of Condition 6(a)(i)(C), the Bonds will be redeemed in accordance with such Condition 6(a)(i)(C) and no adjustment under the applicable ICE Futures Europe Corporate Actions Policy, if any, will be made to the Conversion Price and/or the Ordinary Share.

(B) If, at any time, any Corporate Actions and/or capital adjustments of the kind specified in the ICE Futures Europe Corporate Actions Policy last published occurs but no option contracts in respect of the Ordinary Shares are then traded on ICE Futures Europe, then:

- (i) (in the case of a corporate action and/or capital adjustment requiring an adjustment to the option contracts pursuant to sections 6.1 or 6.2 of the ICE Futures Europe Corporate Actions Policy in effect as at 20 March 2018, (and such sections are in effect in the same manner as they were as at 20 March 2018)) the Calculation Agent (if it determines in its sole discretion it is capable of making such adjustment in its capacity as Calculation Agent) or (otherwise) an Independent Adviser; and
- (ii) (in the case of any other corporate action and/or capital adjustment of the kind specified in the ICE Futures Europe Corporate Actions Policy) an Independent Adviser,

will determine which adjustments (if any) to the Conversion Price and/or Ordinary Shares (as applicable) in analogous application of the ICE Futures Europe Corporate Actions Policy last published, provided that:

- (i) in relation to Cash Dividends (as defined below), the Calculation Agent shall (other than where such Cash Dividend would result in a redemption of the Bonds pursuant to Condition 9(d)) instead make the adjustments as set out in Condition 6(a)(ii) and not by analogous application of the ICE Futures Europe Corporate Actions Policy;
- (ii) in relation to any event that constitutes a Delisting, a Nationalisation or (to the extent the Issuer has exercised its right to redeem the Bonds pursuant to Condition 8) Change in Law, the Bonds will be redeemed in accordance with Condition 8 and no adjustment under the applicable ICE Futures Europe Corporate Actions Policy, if any, will be made to the Conversion Price or what is considered to be an Ordinary Share and/or the Ordinary Share; and

- (iii) in relation to any event the subject of Condition 6(a)(i)(C), the Bonds will be redeemed in accordance with such Condition 6(a)(i)(C) and no adjustment under the applicable ICE Futures Europe Corporate Actions Policy, if any, will be made to the Conversion Price and/or the Ordinary Share.
- (C) If, at any time (i) option contracts in respect of the Ordinary Shares are traded on ICE Futures Europe and any event (other than a Nationalisation, a Delisting or (to the extent the Issuer has exercised its right to redeem the Bonds pursuant to Condition 8) a Change in Law) occurs as a result of which such option contracts are or will be settled in accordance with the ICE Futures Europe Corporate Actions Policy, or (ii) option contracts in respect of the Ordinary Shares are not traded on ICE Futures Europe and any event (other than a Nationalisation, a Delisting or (to the extent the Issuer has exercised its right to redeem the Bonds pursuant to Condition 8) a Change in Law) occurs which an Independent Adviser determines would, had any such options contracts then been so traded, have resulted in options contracts being settled in accordance with the ICE Futures Europe Corporate Actions Policy, no corresponding adjustment will be made to the Conversion Price and/or the Ordinary Share and the Bonds shall be redeemed in accordance with Condition 9(d).
- (D) The Issuer and the Guarantors may request an Independent Adviser to determine (subject to the requirements that (i) it considers an amendment reasonably necessary and (ii) no amendment may be made which would, in the Trustee’s opinion, impose more onerous obligations on it without its consent) what amendments (if any) to the operation of the adjustment provisions as are appropriate in order to reflect the intended result (as determined in a commercially reasonable manner by such Independent Adviser) of any adjustment pursuant to Condition 6(a)(i)(A) or Condition 6(a)(i)(B). Upon any such determination being made by the Independent Adviser (upon which determination the Trustee shall rely absolutely without liability and without further investigation) and notified to the Trustee, the Issuer, the Guarantors, the Calculation Agent and the Trustee shall, pursuant to the terms of the Trust Deed and without the consent of the Bondholders, effect such amendments as so determined by the Independent Adviser.

See Condition 6(b) for a summary of certain aspects of the ICE Futures Europe Corporate Actions Policy.

(ii) Cash Dividends:

If, prior to the Final Maturity Date (A) an Ex-Date in respect of any Cash Dividend other than a Cash Dividend that would result in a redemption of the Bonds pursuant to Condition 9(d), (a “**Relevant Cash Dividend**”) falls in a Relevant Period or (B) no Ex-Date in respect of a Cash Dividend falls in a Relevant Period (other than the Final Relevant Period), the Calculation Agent shall calculate the adjustment to the Conversion Price in accordance with the following formula (instead of any corresponding or other adjustment under the ICE Futures Europe Corporate Actions Policy):

$$X_n = X_o \times R$$

Where:

- X_n = the adjusted Conversion Price;
- X_o = the Conversion Price on the Relevant Record Date;
- R = $(S_{prev} - D) / (S_{prev} - T)$, provided that (a) if $D = T$ (including if $D = T = S_{prev}$), no adjustment shall be required to be made to the Conversion Price, and (b) if $D \neq$

T, then (x) if $D = S_{\text{prev}}$ or (y) if $(S_{\text{prev}} - D) / (S_{\text{prev}} - T)$ is negative (other than where $T = S_{\text{prev}}$), R shall be deemed to be equal to 0.00001, and (z) if $T = S_{\text{prev}}$, R shall be such amount as determined by an Independent Adviser;

- S_{prev} = the Closing Price of an Ordinary Share on the Relevant Record Date multiplied by the Conversion Ratio in effect on the Relevant Record Date;
- D = (in the case of (A) above) the Fair Market Value of the Relevant Cash Dividend on a per Bond basis (being the Fair Market Value of the Relevant Cash Dividend on a per Ordinary Share basis multiplied by the Conversion Ratio in effect on the Relevant Record Date) and (in the case of (B) above) zero; and
- T = the applicable Dividend Threshold (translated (if the Relevant Currency is no longer pounds sterling as at the Relevant Record Date) into the Relevant Currency at the Prevailing Rate on the Relevant Record Date).

For the avoidance of doubt:

(x) if no Ex-Date falls in a Relevant Period (other than the Final Relevant Period) or the Fair Market Value of the Relevant Cash Dividend paid or made on a per Bond basis is less than the applicable Dividend Threshold, the Conversion Price will be adjusted upwards;

(y) If the Fair Market Value of any such Relevant Cash Dividend on a per Bond basis exceeds the applicable Dividend Threshold, the Conversion Price will be adjusted downwards; and

(z) If X_n (as defined above, rounded in accordance with Condition 6(c)) is equal to X_o (as defined above), no adjustment shall be required to be made to the Conversion Price.

- (iii) For the purposes of Condition 6(a)(ii), (a) any adjustment to the Conversion Price shall take effect on the Relevant Adjustment Date and (b) Fair Market Value shall (subject as provided in paragraph (a) of the definition of “Dividend” and in the definition of “Fair Market Value” in Condition 3) be determined as at the Relevant Record Date.

- (iv) Definitions:

“**Cash Dividend**” means (i) any Dividend which is to be paid or made in cash (in whatever currency), but other than falling within paragraph (b) of the definition of “**Spin-Off**” and (ii) any Dividend determined to be a Cash Dividend pursuant to paragraph (a) or (c) of the definition of “**Dividend**”.

“**Dividend**” means any dividend or distribution to Shareholders (including a Spin-Off) whether of cash, assets or other property, and however described and whether payable out of share premium account, profits, retained earnings or any other capital or revenue reserve or account, and including a distribution or payment to holders upon or in connection with a reduction of capital (and for these purposes a distribution of assets includes without limitation an issue of Ordinary Shares or other Securities credited as fully or partly paid up by way of capitalisation of profits or reserves); *provided that*:

- (a) where:

- (1) a dividend in cash is announced which may at the election of a Shareholder or Shareholders be satisfied by the issue or delivery of Ordinary Shares or other property or assets, or where an issue of Ordinary Shares to Shareholders by way of a capitalisation of profits or reserves (including any share premium account or capital redemption reserve) is announced which may at the election of a

Shareholder or Shareholders be satisfied by the payment of cash, then the dividend or capitalisation in question shall be treated as a Cash Dividend of an amount equal to the Fair Market Value of such cash amount as at the first date on which the Ordinary Shares are traded ex- the relevant dividend or capitalisation on the Relevant Stock Exchange; or

- (2) there shall be any issue of Ordinary Shares to Shareholders by way of capitalisation of profits or reserves (including any share premium account or capital redemption reserve) where such issue is or is expressed to be in lieu of a dividend (whether or not a cash dividend equivalent or amount is announced) or a dividend in cash that is to be satisfied by the issue or delivery of Ordinary Shares or other property or assets, in each case other than in the circumstances where this is treated as a Cash Dividend pursuant to the proviso (a)(1) above, the capitalisation or dividend in question shall be treated as a Cash Dividend of an amount equal to the Volume Weighted Average Price of such Ordinary Shares or, as the case may be, the Fair Market Value of such other property or assets as at the first date on which the Ordinary Shares are traded ex- the relevant capitalisation or, as the case may be, ex- the relevant dividend on the Relevant Stock Exchange or, if later, the Dividend Determination Date;
- (b) where a dividend or distribution is paid or made to Shareholders pursuant to any plan implemented by Glencore plc for the purpose of enabling Shareholders to elect, or which may require Shareholders, to receive dividends or distributions in respect of the Ordinary Shares held by them from a person other than (or in addition to) Glencore plc, such dividend or distribution shall for the purposes of these Conditions be treated as a dividend or distribution made or paid to Shareholders by Glencore plc, and the foregoing provisions of this definition and the provisions of these Conditions shall be construed accordingly;
- (c) where a dividend in cash is declared which provides for payment to Shareholders in the Relevant Currency, whether at the option of Shareholders or otherwise, it shall be treated as a Cash Dividend in the amount of such Relevant Currency (the Fair Market Value of which shall be subject to proviso (A) of the definition of “Fair Market Value” in circumstances where such amount has not yet been expressed in the Relevant Currency on the date as at which such Fair Market Value needs determining) and in any other case it shall be treated as a Cash Dividend in the amount and in the currency in which it is payable to the Shareholders; and
- (d) a dividend or distribution that is a Spin-Off shall be deemed not to be a Cash Dividend.

“**Dividend Determination Date**” means for the purposes of the definition of “Dividend” the date on which the number of Ordinary Shares or, as the case may be, amount of other property or assets, which may be issued or delivered is, or is capable of being, determined, and where determined by reference to prices or values or the like on or during a particular day or during a particular period, the Dividend Determination Date shall be deemed to be such day or the last day of such period, as the case may be.

“**Dividend Threshold**” means in respect of each Relevant Period specified in the table below (each, a “**Relevant Period**”) the amount, on a per Bond basis, determined by the Calculation Agent in the manner specified below) and notified to Bondholders by the Issuer in the notice referred to in the definition of Share Reference Price (with reference to the “**Initial Conversion Ratio**” meaning reference to the Conversion Ratio specified in such notice). Notwithstanding the foregoing,

- (a) if no Ex-Date has occurred in a Relevant Period (other than the Final Relevant Period), for the purposes of the Relevant Adjustment Date falling on the first Scheduled Trading Day of the following Relevant Period, the Dividend Threshold shall be deemed to be the Dividend Threshold in respect of such Relevant Period in which no Ex-Date occurred, and
- (b) if more than one Ex-Date occurs in a Relevant Period, the Dividend Threshold set out in the table below shall apply to the first such Ex-Date to occur and the Dividend Threshold in respect of any subsequent Ex-Date occurring in such Relevant Period shall be zero.

Relevant Period	Dividend Threshold (£) <i>(per Bond basis)</i>
From (and including) the Closing Date but on or before 30 June 2018	0.072 x Initial Conversion Ratio
Thereafter, but on or before 31 December 2018	0.072 x Initial Conversion Ratio
Thereafter, but on or before 30 June 2019	0.072 x Initial Conversion Ratio
Thereafter, but on or before 31 December 2019	0.072 x Initial Conversion Ratio
Thereafter, but on or before 30 June 2020	0.072 x Initial Conversion Ratio
Thereafter, but on or before 31 December 2020	0.072 x Initial Conversion Ratio
Thereafter, but on or before 30 June 2021	0.072 x Initial Conversion Ratio
Thereafter, but on or before 31 December 2021	0.072 x Initial Conversion Ratio
Thereafter, but on or before 30 June 2022	0.072 x Initial Conversion Ratio
Thereafter, but on or before 31 December 2022	0.072 x Initial Conversion Ratio
Thereafter, but on or before 30 June 2023	0.072 x Initial Conversion Ratio
Thereafter, but on or before 31 December 2023	0.072 x Initial Conversion Ratio
Thereafter, but on or before 30 June 2024	0.072 x Initial Conversion Ratio
Thereafter, but on or before 31 December 2024	0.072 x Initial Conversion Ratio
Thereafter, but on or before the Final Maturity Date (the “ Final Relevant Period ”)	0

“**Ex-Date**” means the first Scheduled Trading Day on which the Ordinary Shares are traded ex-the relevant Cash Dividend on the Relevant Stock Exchange.

“**Relevant Adjustment Date**” means, where the Issuer pays or makes a Cash Dividend that results in an adjustment to the Conversion Price pursuant to Condition 6(a)(ii), the Ex-Date in respect of the Relevant Cash Dividend or, in case no Ex-Date falls in a Relevant Period (other than the Final Relevant Period), the first Scheduled Trading Day following the end of such Relevant Period.

“**Relevant Record Date**” means the Scheduled Trading Day which immediately precedes the Relevant Adjustment Date.

“**Spin-Off**” means:

- (a) a distribution of Spin-Off Securities by Glencore plc of an Ordinary Share to Shareholders as a class; or
- (b) any issue, transfer or delivery of any property or assets (including cash or shares or other securities of or in or issued or allotted) by any entity (other than Glencore plc) to Shareholders as a class, pursuant in each case to any arrangements with Glencore plc of an Ordinary Share or any of its Subsidiaries,

in each case other than in the circumstances the subject of paragraph (a) of the definition of “Dividend”.

“**Spin-Off Securities**” means equity share capital (or similar) of an entity other than Glencore plc or options, warrants or other rights to subscribe for or purchase equity share capital (or similar) of an entity other than Glencore plc.

(b) **Adjustments pursuant to the ICE Futures Europe Corporate Actions Policy:**

As at 20 March 2018, a copy of the current version of the ICE Futures Europe Corporate Actions Policy can be found at:

https://www.theice.com/publicdocs/futures/Corporate_Actions_Policy.pdf

A copy of the ICE Futures Europe Corporate Actions Policy in effect from time to time is also available for inspection by prior appointment during normal business hours at the registered office for the time being of the Trustee, and at the specified offices for the time being of the Paying and Conversion Agents.

(c) *Calculation of Adjustments and roundings:*

Adjustments in accordance with this Condition 6 (other than Condition 6(a)(ii), which shall become effective as provided in Condition 6(a)(iii)) will become effective as of the same date as any corresponding adjustments made by ICE Futures Europe (or, in the case of any adjustment pursuant to Condition 6(a)(i)(B), on the date as determined by the Calculation Agent, or as the case may be, an Independent Adviser). Adjustments in accordance with this Condition 6 (including Condition 6(a)(ii)) will not be made, if the effective date for such adjustments is later than, in the case of Bonds in respect of which Conversion Rights have been exercised, the last Averaging Date in relation to the relevant Calculation Period (where the Cash Amount is to be paid in respect of such exercise) or, in relation to Bonds not converted, the last day of the Conversion Period pursuant to Condition 5(a)(ii), as the case may be.

Adjustments to the Conversion Price pursuant to this Condition 6 shall be determined and calculated in good faith by the Calculation Agent, and/or to the extent so specified in the Conditions, by an Independent Adviser. Adjustments to the Conversion Price calculated by the Calculation Agent or, where applicable, an Independent Adviser and any other determinations made by the Calculation Agent or, where applicable, an Independent Adviser pursuant to these Conditions shall be final and binding (in the absence of manifest error) on the Issuer, the Guarantors, the Trustee and the Bondholders. The Calculation Agent may, subject to the provisions of the Calculation Agency Agreement, consult, at the expense of the Issuer (failing which, the Guarantors), on any matter (including but not limited to, any legal matter), with any legal or other professional adviser and it shall be able to rely upon, and it shall not be liable and shall incur no liability as against the Issuer, the Guarantors or the Bondholders in respect of anything done, or omitted to be done, relating to that matter in good faith in accordance with that adviser’s opinion. The Calculation Agent shall act solely upon request from and as agent of the Issuer and the Guarantors and the Calculation Agent or, as the case may be, any Independent Adviser appointed by the Issuer and the Guarantors in accordance with these Conditions, will not thereby

assume any obligations towards or relationship of agency or trust with, and they shall not be liable and shall incur no liability as against, the Bondholders.

If any doubt shall arise as to whether an adjustment falls to be made to the Conversion Price or as to the appropriate adjustment to the Conversion Price, and following consultation between the Issuer and an Independent Adviser, a written opinion of such Independent Adviser in respect thereof shall be conclusive and binding on the Issuer, the Guarantors, the Trustee and the Bondholders, save in the case of manifest error.

All adjustments to the Conversion Price will be calculated by the Calculation Agent (or an Independent Adviser, as the case may be). Any adjustment to the Conversion Price determined will, if necessary be rounded to four decimal places, with £0.00005 being rounded upwards and any subsequent adjustments shall be made on the basis of such adjusted Conversion Price as so rounded.

(d) *Notifications of Adjustments, Corrections:*

The Issuer (failing which, the Guarantors) will give notice to Bondholders (in accordance with Condition 19) and the Trustee of any adjustment to the Conversion Price and/or Ordinary Share pursuant to this Condition 6 as soon as reasonably practicable following the determination thereof.

In the event that any Share Price relevant for any calculation of a price or Cash Amount in accordance with this Condition 6 (other than Condition 6(a)(ii)) is subsequently corrected by the exchange and the correction is published within less than one Settlement Cycle after the original publication, the Calculation Agent shall notify the Issuer and the Guarantors and, as soon as reasonably practicable after such notification, the Issuer (failing which the Guarantors) shall notify Bondholders of the corrected Share Price or Cash Amount and any necessary further adjustment in connection therewith.

(e) *No obligation to monitor:*

The Trustee shall not be under any duty to monitor whether any event or circumstance has happened or exists which may (i) trigger the start of a Conversion Period, or (ii) require an adjustment to be made to the Conversion Price or as to the amount of any adjustment actually made, and, in each case, will not be responsible or liable to the Bondholders for any loss arising from any failure by it to do so.

7 **Disrupted Days**

If any Averaging Date would have (but for the operation of this Condition 7) fallen on a Disrupted Day (as defined below), then such Averaging Date shall be postponed to the first succeeding Scheduled Trading Day which is not a Disrupted Day, and on which another Averaging Date does not or is not deemed to occur (such date, a “**Valid Date**”). If the first succeeding Valid Date has not occurred as of the Valuation Time on the eighth Scheduled Trading Day following the day which would have (but for the occurrence of another Averaging Date or Disrupted Day) been the final Averaging Date in relation to the Calculation Period, then (i) such eighth Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date) and (ii) an Independent Adviser shall determine its good faith estimate of the Volume Weighted Average Price of the Ordinary Share(s) at the Valuation Time on such eighth Scheduled Trading Day.

The following definitions shall apply:

“**Disrupted Day**” means any Scheduled Trading Day on which the Relevant Stock Exchange or Related Exchange fails to open for trading at any time during the regular trading session or on which a Market Disruption Event has occurred, as determined by the Calculation Agent.

“**Exchange Disruption**” means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the Ordinary Shares on the Relevant Stock Exchange or (ii) to effect transactions

in, or obtain market values for, futures or option contracts relating to the Ordinary Share on the Related Exchange.

“**Early Closure**” means the closure on any Scheduled Trading Day of the Relevant Stock Exchange or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing time is announced by such Relevant Stock Exchange or Related Exchange at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Relevant Stock Exchange or the Related Exchange on such Scheduled Trading Day and (ii) the submission deadline for orders to be entered into the Relevant Stock Exchange or the Related Exchange system for execution at the Valuation Time on such Scheduled Trading Day.

“**Market Disruption Event**” means each of (i) Trading Disruption, (ii) Exchange Disruption and (iii) Early Closure but in respect of (i) and (ii) only if the Calculation Agent determines that such event has occurred at any time during the one hour period that ends at the Valuation Time.

“**Related Exchange**” means ICE Futures Europe.

“**Scheduled Closing Time**” means, in respect of the Relevant Stock Exchange or Related Exchange and a Scheduled Trading Day, the scheduled closing time of such Relevant Stock Exchange or Related Exchange on such Scheduled Trading Day (all as set out in the respective trading calendars as first published by the Relevant Stock Exchange and the Related Exchange in respect of the year in which such Scheduled Trading Day is falling), without regard to after hours or any other trading outside of the regular trading session hours.

“**Trading Disruption**” means any suspension of or limitation imposed on trading by the Relevant Stock Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the Relevant Stock Exchange or Related Exchange or otherwise (i) relating to the Ordinary Shares on the Relevant Stock Exchange, or (ii) in futures or option contracts relating to the Ordinary Share on the Related Exchange.

“**Valuation Time**” means the Scheduled Closing Time in respect of the relevant Scheduled Trading Day.

8 Nationalisation, Change in Law and Delisting

If (i) a Nationalisation and/or a Delisting occurs, the Issuer shall, or (ii) a Change in Law (other than in the circumstances the subject of Condition 9(b)(ii)) occurs the Issuer may, by providing notice of the occurrence of such event to the Bondholders in accordance with Condition 19 and the Trustee within five London business days (or such lesser notice as may be required to comply with the Change in Law) of the Relevant Date specifying the expected date of such redemption or purchase and the Relevant Date, redeem or purchase all but not only some of the outstanding Bonds at their Early Redemption Amount on the Early Redemption Date. The Issuer will give notice to the Bondholders in accordance with Condition 19 and to the Trustee confirming the Early Redemption Amount as soon as reasonably practicable following the determination thereof.

The Trustee shall not be required to take steps or monitor or ascertain whether or not a Nationalisation, a Delisting or a Change in Law or any event which could lead to a Nationalisation, a Delisting or a Change in Law has occurred or may occur and, unless and until it has actual knowledge or express written notice to the contrary, shall be entitled to assume that no such event has occurred and shall not be responsible or liable to Bondholders or any other person for any loss arising therefrom.

9 Redemption and Purchase

(a) Final Redemption

Unless previously purchased and cancelled, redeemed or converted and cancelled as herein provided, the Bonds will be redeemed at their nominal value on the Final Maturity Date. The Bonds may only be

redeemed at the option of the Issuer prior to the Final Maturity Date in accordance with Condition 8 or Condition 9(b).

(b) *Redemption at the Option of the Issuer*

(i) Clean-up call

The Issuer may, on giving not less than 30 nor more than 60 days' notice (an "**Optional Redemption Notice**") to the Trustee and to the Bondholders in accordance with Condition 19, redeem all but not some only of the Bonds on the date (the "**Optional Redemption Date**") specified in the Optional Redemption Notice at their YTM Redemption Amount on such Optional Redemption Date if, at any time, the aggregate nominal value of the Bonds outstanding is equal to or less than 15 per cent. of the aggregate nominal value of the Bonds originally issued (for which purpose, any further Bonds issued pursuant to Condition 20 shall also be deemed to have been 'originally issued').

On the Optional Redemption Date the Issuer shall (and the Guarantors shall procure that the Issuer shall) redeem the Bonds at their YTM Redemption Amount on such Optional Redemption Date.

(ii) Tax call

The Issuer may, at any time, having given not less than 30 nor more than 60 days' notice (a "**Tax Redemption Notice**") to the Trustee and the Bondholders in accordance with Condition 19 redeem (subject to the second following paragraph) all but not some only of the Bonds for the time being outstanding on the date (the "**Tax Redemption Date**") specified in the Tax Redemption Notice at their YTM Redemption Amount on such Tax Redemption Date if (i) the Issuer satisfies the Trustee immediately prior to the giving of such notice that the Issuer has or will become obliged to pay Additional Amounts in respect of the Bonds pursuant to Condition 11 as a result of any change in, or amendment to, the laws or regulations of the United States or any political subdivision or taxing authority thereof or therein or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after 20 March 2018, and such obligation cannot be avoided by the Issuer taking reasonable measures available to it, or (ii) the Issuer satisfies the Trustee immediately prior to the giving of the notice by the Issuer referred to above that any of the Guarantors has or (if a demand were made under the Guarantees of the Bonds) would become obliged to pay Additional Amounts in respect of the Bonds pursuant to Condition 11 as a result of any change in, or amendment to, the laws or regulations of (in the case of either Glencore International AG or Glencore (Schweiz) AG) Switzerland or (in the case of Glencore plc) Jersey or Switzerland or any political subdivision or any taxing authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after 20 March 2018, and such obligation cannot be avoided by such Guarantor taking reasonable measures available to it, provided (in either case) that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer or such Guarantor would be required to pay such Additional Amounts were a payment in respect of the Bonds then due or (as the case may be) a demand under the Guarantees of the Bonds were then made.

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver or procure that there is delivered to the Trustee (A) a certificate signed by two Directors of the Issuer stating that the circumstances referred to in (i) prevail and setting out the details of such circumstances or (as the case may be) a certificate signed by two directors of the relevant Guarantor stating that the circumstances referred to in (ii) prevail and setting out the details of

such circumstances and (B) an opinion satisfactory to the Trustee of independent legal advisers of recognised standing to the effect that the Issuer or (as the case may be) the relevant Guarantor has or will become obliged to pay such Additional Amounts. The Trustee shall be entitled to accept without any liability for so doing such certificate as sufficient evidence of the matters set out above, in which event such certificate shall be conclusive and binding on the Bondholders.

On the Tax Redemption Date the Issuer shall (subject to the following paragraph) be bound to redeem the Bonds at their YTM Redemption Amount on such Tax Redemption Date.

If the Issuer gives a Tax Redemption Notice, each Bondholder will have the right to elect that its Bonds shall not be redeemed and that the provisions of Condition 11 with respect to the payment of Additional Amounts shall not apply in respect of any payment to be made on such Bonds which falls due after the relevant Tax Redemption Date, whereupon no Additional Amounts shall be payable in respect thereof pursuant to Condition 11 and payment of all amounts on such Bonds shall be made subject to the deduction or withholding of any taxation required to be withheld or deducted under the laws or regulations of the United States (in the case of the Issuer) or Switzerland (in the case of either Glencore International AG or Glencore (Schweiz) AG) or Switzerland or Jersey (in the case of Glencore plc) (or any political subdivision or taxing authority thereof or therein). To exercise such right, the holder of the relevant Bond must complete, sign and deposit at the specified office of the Registrar or any Paying and Conversion Agent a duly completed and signed notice of election (a “**Non-Redemption Election Notice**”), in the form for the time being current, obtainable from the specified office of the Registrar or any Paying and Conversion Agent together with the relevant Certificate representing the Bonds on or before the day falling 10 days prior to the Tax Redemption Date.

- (iii) References in this Condition 9(b)(ii) to the United States (in the case of the Issuer) or Switzerland (in the case of either Glencore International AG or Glencore (Schweiz) AG) or Switzerland or Jersey (in the case of Glencore plc) shall be deemed also to refer to any jurisdiction or relevant authority thereof in respect of which any undertaking or covenant equivalent to that in Condition 11 is given pursuant to the Trust Deed, (except that as regards such jurisdiction the words “becomes effective on or after 20 March 2018” above shall be replaced with the words “becomes effective after, and has not been announced on or before, the date on which any undertaking or covenant equivalent to that in Condition 11 was given pursuant to the Trust Deed”).

(c) *Redemption at the Option of Bondholders following a Change of Control Put Event*

If at any time while any of the Bonds remain outstanding, there occurs a Change of Control and within the Change of Control Period a Rating Downgrade in respect of that Change of Control occurs (a “**Change of Control Put Event**”), the holder of each Bond will have the option (the “**Change of Control Put Option**”) to require the Issuer to redeem or, at the Issuer's option, to procure the purchase of that Bond on the Optional Settlement Date (as defined below) at its YTM Redemption Amount on the Optional Settlement Date.

Promptly (and in any event within 14 days) after the Issuer becoming aware that a Change of Control Put Event has occurred, the Issuer shall give a Change of Control Put Event Notice to the Bondholders in accordance with Condition 19 and Condition 5(h) and to the Trustee (which notice shall be irrevocable).

To exercise the Change of Control Put Option to require redemption or, as the case may be, purchase of a Bond under this Condition 9(c), the holder of that Bond must deposit the Certificate representing such Bond(s) with any Paying and Conversion Agent at its specified office at any time during normal

business hours of such Paying and Conversion Agent within the period (the “**Change of Control Put Period**”) of 45 days after the Change of Control Put Event Notice is given together with a duly signed and completed notice of exercise in the form (for the time being current) obtainable from the specified office of any Paying and Conversion Agent (a “**Change of Control Put Option Notice**”) and in which the holder may specify a bank account to which payment is to be made under this Condition 9(c).

The Issuer shall redeem or, at the option of the Issuer, procure the purchase of, the Bonds in respect of which the Change of Control Put Option has been validly exercised as provided above, on the date which is the fifth London business day following the end of the Change of Control Put Period (the “**Optional Settlement Date**”). Payment in respect of any Bond in respect of which the Change of Control Put Option has been validly exercised as provided above will be made to each relevant holder in accordance with Condition 10 on the Optional Settlement Date.

(d) *Settlement of option contracts*

If, at any time (i) option contracts in respect of the Ordinary Shares are traded on ICE Futures Europe and any event (other than a Nationalisation, a Delisting or (to the extent the Issuer has exercised its right to redeem the Bonds pursuant to Condition 8) a Change in Law) occurs as a result of which such option contracts are or will be settled in accordance with the ICE Futures Europe Corporate Actions Policy, or (ii) option contracts in respect of the Ordinary Shares are not traded on ICE Futures Europe and any event (other than a Nationalisation, a Delisting or (to the extent the Issuer has exercised its right to redeem the Bonds pursuant to Condition 8) a Change in Law) occurs which an Independent Adviser determines would, had any such options contracts then been so traded, have resulted in options contracts being settled in accordance with the ICE Futures Europe Corporate Actions Policy, the Issuer shall give notice to Bondholders in accordance with Condition 19 within five London business days of the Relevant Date specifying the Relevant Date and shall thereafter redeem all outstanding Bonds at their Early Redemption Amount on the Early Redemption Date.

(e) *Nationalisation, Delisting and/or a Change in Law*

Upon the occurrence of a Nationalisation, a Delisting and/or a Change in Law, Condition 8 shall apply.

(f) *Purchase*

Subject to the requirements (if any) of any stock exchange on which the Bonds may be admitted to listing and trading at the relevant time and subject to compliance with applicable laws and regulations, the Issuer, each Guarantor or a Subsidiary of any Guarantor may at any time purchase any Bonds in the open market or otherwise at any price. Such Bonds may be held, resold or reissued or, at the option of the Issuer or the relevant Subsidiary, surrendered to the Registrar for cancellation.

(g) *Cancellation*

All Bonds which are redeemed or which are purchased by or on behalf of the Issuer, any Guarantor or a Subsidiary of the any Guarantor and surrendered for cancellation shall be cancelled forthwith. Any Certificates so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer and the Guarantors in respect of any such Bonds shall be discharged.

(h) *Multiple Notices*

If more than one notice of redemption is given pursuant to this Condition 9, the first of such notices to be given shall prevail.

10 Payments

(a) *Nominal value*

Save as otherwise expressly provided in these Conditions, payment of nominal value in respect of the Bonds (including any amount payable under the Guarantees of the Bonds in respect thereof) shall be made (subject to surrender of the relevant Certificates representing the relevant Bonds at the specified office of any of the Paying and Conversion Agents or of the Registrar if no further payment falls to be made in respect of the Bonds represented by such Certificates) in the manner provided in the following paragraph.

Save as otherwise expressly provided in these Conditions, any payments of amounts due to Bondholders in respect of any Bond (including any amount payable under the Guarantees of the Bonds in respect thereof) shall be paid to the person shown on the Register at the close of business on the fifth business day (in the place in which the specified office of the Registrar is located) before the due date for payment thereof (the “**Record Date**”). Such payments will be made by transfer to a cash account maintained by or on behalf of the payee.

If the outstanding amount of nominal value being paid upon surrender of the relevant Certificate is less than the outstanding nominal value of such Certificate, the Registrar will annotate the Register with the amount of nominal value so paid and will (if so requested by the Issuer, the Guarantors or a Bondholder) issue a new Certificate with a nominal value equal to the remaining unpaid outstanding nominal value.

(b) *Payments subject to fiscal laws*

Save as provided in Condition 11, payments will be subject in all cases to any other applicable fiscal or other laws and regulations in the place of payment. No commission or expenses shall be charged to the Bondholder in respect of such payments.

(c) *Payment Initiation*

Where payment is to be made by transfer to a pounds sterling account, payment instructions (for value the due date or, if that is not a Business Day as defined in Condition 10(g) below, for value the first following day which is a Business Day) will be initiated on the Business Day preceding the due date for payment or, in the case of any payments which are conditional upon the surrender of the relevant Certificate and the relevant Certificate has not been surrendered at the specified office of any Paying and Conversion Agent or of the Registrar, on a day on which the Principal Paying and Conversion Agent is open for business and on which the relevant Certificate is surrendered.

(d) *Appointment of Agents*

The Issuer and the Guarantors reserve the right at any time, with the prior written approval of the Trustee, to vary or terminate the appointment of the Registrar, the Transfer Agent or any Paying and Conversion Agents and to appoint additional or other Paying and Conversion Agents or Transfer Agents, provided that the Issuer and the Guarantors will at all times maintain (i) a Principal Paying and Conversion Agent (ii) a Transfer Agent and (iii) a Registrar.

Notice of any change in any Agent or their respective specified offices will promptly be given by the Issuer (failing which, the Guarantors) to the Bondholders in accordance with Condition 19.

The Issuer and the Guarantors reserve the right, subject to the prior written approval of the Trustee and the prior written approval (such approval not to be unreasonably withheld or delayed) of each Hedge Counterparty (if any) at such time, under the Calculation Agency Agreement at any time to vary or terminate the appointment of the Calculation Agent and appoint another Calculation Agent, provided

that they will maintain a Calculation Agent which shall be a financial institution of international repute or a financial adviser with appropriate expertise

(e) *No Charges*

None of the Paying and Conversion Agents shall make or impose on a Bondholder any charge or commission in relation to any payment or conversion in respect of the Bonds.

(f) *Delay in Payment*

Bondholders will not be entitled to any interest or other payment for any delay after the due date in receiving the amount due on a Bond if the due date is not a Business Day, if the Bondholder is late in surrendering or cannot surrender its Certificate (if required to do so) or if a cheque mailed in accordance with Condition 10(a) arrives after the due date for payment.

(g) *Non-Business Days*

If any date for payment in respect of any Bond is not a Business Day, the holder shall not be entitled to payment until the next following Business Day nor to any interest or other sum in respect of such postponed payment.

In this Condition 10, “**Business Day**” means a day (other than a Saturday or Sunday) on which banks and foreign exchange markets are open for business in London and the place in which the specified office of the Registrar is located.

(h) *Fractions*

When making payments to Bondholders, if the relevant payment is not of an amount which is a whole multiple of the smallest unit of the relevant currency in which such payment is to be made, such payment will be rounded down to the nearest unit.

*The Bonds, on issue, will be represented by a global bond (the “**Global Bond**”) registered in the name of a nominee for, and held on behalf of, a common depository for Euroclear Bank S.A./N.V. and Clearstream Banking S.A. For so long as the Bonds are represented by a Global Bond, all payments in respect of the Bonds represented by the Global Bond will be made to, or to the order of, the person whose name is entered in the Register at the close of business on the Clearing System Business Day immediately prior to the date of payment where “**Clearing System Business Day**” means Monday to Friday inclusive except 25 December and 1 January.*

11 **Taxation**

All payments by or on behalf of the Issuer or, as the case may be, each Guarantor in respect of the Bonds (including payments by each Guarantor under the Guarantees of the Bonds) will be made without withholding or deduction for any present or future taxes, assessments or other governmental charges of whatsoever nature (“**Taxes**”) imposed, levied, collected, withheld or assessed by the United States (in the case of the Issuer) or Switzerland (in the case of either Glencore International AG or Glencore (Schweiz) AG) or Switzerland or Jersey (in the case of Glencore plc) or any political sub-division or any authority thereof or therein having power to tax, unless the withholding or deduction of the Taxes is required by law. In that event, the Issuer or (as the case may be) the relevant Guarantor will pay such additional amounts (“**Additional Amounts**”) of nominal value, Cash Amounts, Early Redemption Amounts and any other amounts due in respect of the Bonds as will result in the receipt by the Bondholders of such amounts as would have been received by them if no such withholding or deduction had been required, except that the Issuer and the relevant Guarantor shall not be required to pay any Additional Amounts:

- (i) to a Bondholder which is liable to such taxes, duties, assessments or governmental charges in respect of such Bond by reason of its having some connection with the United States (in the case of the Issuer)

or Switzerland (in the case of either Glencore International AG or Glencore (Schweiz) AG) or Switzerland or Jersey (in the case of Glencore plc) other than the mere holding of such Bond; or

- (ii) where any tax is required to be withheld or deducted from a payment pursuant to laws enacted by Switzerland providing for the taxation of payments according to principles similar to those laid down in the draft legislation issued by the Swiss Federal Council on 17 December 2014, or otherwise changing the Swiss Federal Withholding Tax system from an issuer-based system to a paying agent-based system pursuant to which a person in Switzerland other than the Issuer or the Guarantors is required to withhold tax on any payments; or
- (iii) in the case of Glencore (Schweiz) AG, if such payment becomes subject to Swiss Federal Withholding Tax because such payment has to be regarded as a deemed dividend distribution; or
- (iv) more than 30 days after the Relevant Due Date except to the extent that the relevant holder would have been entitled to such additional amounts if it had presented such Bond (or in respect of which the Certificate representing it is presented) on the last day of such period of 30 days.

Notwithstanding any other provision of these Conditions, any amounts to be paid on the Bonds by or on behalf of the Issuer or any Guarantor, will be paid net of any deduction or withholding imposed or required pursuant to an agreement described in Section 1471(b) of the Code, or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) (and any such withholding or deduction, a “**FATCA Withholding**”). Neither the Issuer, any Guarantor, the Agents nor any other person will be required to pay any Additional Amounts in respect of FATCA Withholding.

References in these Conditions to any amount payable by or on behalf of the Issuer or the any Guarantor in respect of the Bonds shall be deemed to include any Additional Amounts which may be payable in accordance with this Condition or any undertaking given in addition to or in substitution for it under the Trust Deed.

The provisions of this Condition 11 with respect to the payment of Additional Amounts shall not apply in respect of any payments which fall due after the relevant Tax Redemption Date in respect of any Bonds which are the subject of a Bondholder election pursuant to Condition 9(b).

12 Events of Default

If any of the following events (each an “**Event of Default**”) occurs and is continuing, the Trustee at its discretion may and, if so requested in writing by holders of at least one quarter in nominal value of the outstanding Bonds or if so directed by an Extraordinary Resolution of the Bondholders, shall (subject to, in the case of the happening of any of the events mentioned in paragraphs (b), (d) or (i) below and, in relation to a Material Subsidiary only, paragraphs (c), (e), (f) or (g) the Trustee having certified in writing that the happening of such events is in its opinion materially prejudicial to the interests of the Bondholders and, in all cases to the Trustee having been indemnified and/or secured and/or prefunded to its satisfaction) give written notice to the Issuer (with a copy to each of the Guarantors) declaring the Bonds to be immediately due and payable, whereupon they shall become immediately due and payable at their nominal value without further action or formality:

- (a) **Non-Payment:** if the Issuer defaults in the payment of any nominal value, Cash Amount, Early Redemption Amount or other amount due in respect of the Bonds or any of them and the default continues for a period of 14 days from the due date for the payment thereof; or
- (b) **Breach of other Obligations:** if the Issuer or any Guarantor fails to perform or observe any of its other obligations under these Conditions, the Deed of Guarantee, Guarantee Agreement or the Trust Deed and (except in any case where the Trustee considers the failure to be incapable of remedy when

no such continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 60 days (or such longer period as the Trustee may permit) next following the service by the Trustee on the Issuer and the each Guarantor of notice requiring the same to be remedied; or

(c) **Cross default of Issuer, Guarantor or Material Subsidiary:**

- (i) any Financial Indebtedness (other than Limited Recourse Indebtedness) of the Issuer, any Guarantor or any other Material Subsidiary is not paid when due or (as the case may be) within any originally applicable grace period;
- (ii) any such Financial Indebtedness becomes due and payable prior to its stated maturity otherwise than at the option of the Issuer, any Guarantor or (as the case may be) the relevant Material Subsidiary or (**provided that** no event of default, howsoever described, has occurred) any person entitled to such Financial Indebtedness; or
- (iii) the Issuer, any Guarantor or any Material Subsidiary fails to pay when due within any applicable grace periods any amount payable by it under the Guarantee of any such Financial Indebtedness;

provided that the amount of Financial Indebtedness referred to in sub paragraph (i) and/or sub paragraph (ii) above and/or the amount payable under any Guarantee referred to in sub paragraph (iii) above individually or in the aggregate exceeds U.S.\$ 100,000,000 (or its equivalent in any other currency or currencies); or

- (d) **Unsatisfied judgment:** (other than in respect of Limited Recourse Indebtedness) one or more judgment(s) or order(s) for the payment of an aggregate amount in excess of U.S.\$ 100,000,000 (or its equivalent in any other currency or currencies) is rendered against the Issuer, any Guarantor or any Material Subsidiary and continue(s) unsatisfied and unstayed for a period of 90 days after the date(s) thereof or, if later, the date therein specified for payment; or
- (e) **Security enforced, appointment of receiver etc:** (other than in respect of Limited Recourse Indebtedness) a secured party takes possession of, or a receiver, manager, trustee, administrator, custodian, conservator or other similar officer is appointed in respect of, the whole or a substantial part of the undertaking, assets and revenues of the Issuer, any Guarantor or any Material Subsidiary **provided that** the amount or value of such undertaking, assets and revenues exceeds U.S.\$ 100,000,000 (or its equivalent in any other currency or currencies); or
- (f) **Insolvency etc:** (i) the Issuer, any Guarantor or any Material Subsidiary becomes insolvent or is unable to pay its debts as they fall due and/or proceedings are initiated against the Issuer, any Guarantor or any Material Subsidiary under any applicable liquidation, insolvency, bankruptcy, composition, reorganisation, moratorium or other similar laws, (ii) the Issuer, any Guarantor or any Material Subsidiary takes any action for a readjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors or declares a moratorium in respect of any of its Financial Indebtedness or any Guarantee of any Financial Indebtedness given by it or (iii) the Issuer, any Guarantor or any Material Subsidiary ceases or threatens to cease to carry on all or substantially all of its business (otherwise than, in the case of the Issuer or any Guarantor, for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent and, in the case of any other member of the Group, (A) for the purpose of or pursuant to any amalgamation, reorganisation or restructuring or (B) if the Financial Indebtedness of such other member of the Group is comprised solely of Limited Recourse Indebtedness); or
- (g) **Winding up etc:** an order is made or an effective resolution is passed for the winding up, liquidation or dissolution of the Issuer, any Guarantor or any Material Subsidiary (otherwise than, in the case of a Material Subsidiary, (A) for the purposes of or pursuant to an amalgamation, reorganisation or

restructuring whilst solvent or (B) if the Financial Indebtedness of such Material Subsidiary is comprised solely of Limited Recourse Indebtedness); or

- (h) **Analogous event:** any event occurs which under the Relevant Jurisdiction has an analogous effect to any of the events referred to in paragraphs (d) to (g) above; or
- (i) **Unlawfulness:** it is or will become unlawful for the Issuer or any Guarantor to perform or comply with any of its obligations under or in respect of the Bonds, the Trust Deed, or the Guarantees of the Bonds; or
- (j) **Guarantee not in force:** the Deed of Guarantee or the Guarantee Agreement is not (or is claimed by any Guarantor not to be) in full force and effect.

13 Undertaking

The Issuer will use all reasonable endeavours to cause to be made an application for the Bonds to be admitted to trading on the Open Market (*Freiverkehr*) segment of the Frankfurt Stock Exchange or otherwise make or cause to be made an application for the Bonds to be admitted to trading on another internationally recognised regularly operating regulated or non-regulated stock exchange (the “**Admission**”) prior to 25 June 2018 and use all reasonable endeavours to maintain such Admission for so long as any Bond remains outstanding.

14 Prescription

Claims for payment in respect of the Bonds shall be prescribed and become void unless made within 10 years from the appropriate Relevant Due Date in respect of such payment.

15 Replacement of Certificates

If any Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations or other relevant regulatory authority regulations, at the specified office of the Registrar or such other Paying and Conversion Agent as may from time to time be designated by the Issuer for that purpose and notice of whose designation is given to Bondholders, in each case upon payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security, indemnity and otherwise as the Registrar or such Paying or Conversion Agent, Issuer and/or the Guarantors may reasonably require. Mutilated or defaced Certificates must be surrendered before replacements will be issued.

16 Meetings of Bondholders, Modifications, Substitution and Entitlement of the Trustee

(a) *Meetings of Bondholders*

The Trust Deed contains provisions for convening meetings of Bondholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of these Conditions or any provisions of the Trust Deed or the Deed of Guarantee. Such a meeting may be convened by the Issuer or the Guarantors (acting together) or the Trustee and shall be convened by them if requested in writing by Bondholders holding not less than one-tenth of the aggregate nominal value of the Bonds for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution will be one or more persons holding or representing more than one-half of the aggregate nominal value of the Bonds for the time being outstanding, or at any adjourned meeting one or more persons being or representing Bondholders whatever the nominal value of the Bonds so held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*, (i) to change the Final Maturity Date, (ii) to modify the circumstances in which the Issuer or Bondholders are entitled to redeem or purchase the Bonds pursuant to Condition 8 or Condition 9, (iii) to reduce or cancel the nominal value of the Bonds or to reduce the amount payable on redemption or purchase of the Bonds (iv) to modify the provisions relating to, or cancel, the

Conversion Rights (other than a reduction to the Conversion Price), (v) to increase the Conversion Price (other than in accordance with these Conditions), (vi) to change the currency of the denomination of the Bonds or of any payment in respect of the Bonds, (vii) to change the governing law of the Bonds, the Trust Deed, the Deed of Guarantee, the Guarantee Agreement, the Calculation Agency Agreement or the Agency Agreement, (viii) to modify the provisions concerning the quorum required at any meeting of Bondholders or the majority required to pass an Extraordinary Resolution, or (ix) to modify any provision of the Deed of Guarantee or the Guarantee Agreement, in which case the necessary quorum will be two or more persons holding or representing not less than three-quarters, or at any adjourned meeting not less than one quarter of the aggregate nominal value of the Bonds for the time being outstanding. Any Extraordinary Resolution duly passed by the Bondholders shall be binding on all Bondholders (whether or not they were present at any meeting at which such resolution was passed and whether or not they voted on such resolution).

The Trust Deed provides that (i) a resolution in writing signed by or on behalf of the holders of not less than three-quarters of the aggregate nominal value of Bonds outstanding (which may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Bondholders) or (ii) consents given by way of electronic consent through the relevant clearing system(s) (in a form satisfactory to the Trustee) by or on behalf of the holders of not less than three-quarters of the aggregate nominal value of the Bonds outstanding, shall, in any such case, be effective as an Extraordinary Resolution passed at a meeting of Bondholders duly convened and held.

(b) *Modification of the Trust Deed*

The Trustee may agree, without the consent of the Bondholders, to (i) any modification of any of the provisions of the Trust Deed, any trust deed supplemental to the Trust Deed, the Agency Agreement, any agreement supplemental to the Agency Agreement, the Deed of Guarantee, any deed supplemental to the Deed of Guarantee, the Guarantee Agreement, any agreement supplemental to the Guarantee Agreement, the Bonds or these Conditions which in the Trustee's opinion is of a formal, minor or technical nature or is made to correct a manifest error and (ii) any other modification (except as mentioned in the Trust Deed) to the Trust Deed, any trust deed supplemental to the Trust Deed, the Agency Agreement, any agreement supplemental to the Agency Agreement, the Deed of Guarantee, any deed supplemental to the Deed of Guarantee, the Guarantee Agreement, any agreement supplemental to the Guarantee Agreement, the Bonds or these Conditions (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed, any trust deed supplemental to the Trust Deed, the Agency Agreement, any agreement supplemental to the Agency Agreement, the Deed of Guarantee, any deed supplemental to the Deed of Guarantee, the Guarantee Agreement, any agreement supplemental to the Guarantee Agreement, the Bonds or these Conditions which is, in the opinion of the Trustee, not materially prejudicial to the interests of the Bondholders. The Trustee may, without the consent of the Bondholders, determine that any Event of Default or a Potential Event of Default (as defined in the Trust Deed) should not be treated as such, provided that in the opinion of the Trustee, the interests of Bondholders will not be materially prejudiced thereby. Any such modification, authorisation, waiver or determination shall be binding on the Bondholders and, unless the Trustee agrees otherwise, shall be notified to the Bondholders promptly in accordance with Condition 19.

(c) *Substitution*

The Trustee may, without the consent of the Bondholders, agree to the substitution of any Subsidiary of Glencore plc in place of the Issuer or a Guarantor (or any previous substitute or substitutes under this Condition 16(c)) as the principal debtor or, as the case may be, Guarantor, under the Bonds and the Trust Deed subject to (a) the Bonds being unconditionally and irrevocably guaranteed by the remaining Guarantors (or in the case of substitution of a Guarantor, the Bonds being guaranteed by the new guarantor), and (b) the Bonds continuing to be convertible or exchangeable into cash as provided

in these Conditions *mutatis mutandis* as provided in these Conditions, with such amendments as the Trustee shall consider appropriate provided that in any such case, (x) the Trustee being satisfied that the interests of the Bondholders will not be materially prejudiced by the substitution, and (y) certain other conditions set out in the Trust Deed being complied with. Any such substitution shall be binding on the Bondholders and shall be notified to the Bondholders promptly in accordance with Condition 19.

(d) *Entitlement of the Trustee*

In connection with the exercise of its functions (including but not limited to those referred to in this Condition 16) the Trustee shall have regard to the interests of the Bondholders as a class but shall not have regard to any interests arising from circumstances particular to individual Bondholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of the exercise of its trusts, powers or discretions for individual Bondholders 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 the Trustee shall not be entitled to require, nor shall any Bondholder be entitled to claim, from the Issuer, the Guarantors or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Bondholders, except to the extent provided for in these Conditions or the Trust Deed.

17 Enforcement

The Trustee may at any time, at its discretion and without notice, take such proceedings, actions or steps against the Issuer and a Guarantor as it may think fit to enforce the provisions of the Trust Deed, the Deed of Guarantee and the Bonds, but it shall not be bound to take any such proceedings or any other action or step in relation to the Trust Deed or the Bonds unless (i) it shall have been so directed by an Extraordinary Resolution of the Bondholders or so requested in writing by the holders of at least one-quarter in nominal value of the Bonds then outstanding, and (ii) it shall have been indemnified and/or secured and/or prefunded to its satisfaction. No Bondholder shall be entitled to proceed or take any other action or steps directly against the Issuer or a Guarantor unless the Trustee, having become bound so to proceed or act, fails so to do within a reasonable period and the failure shall be continuing.

18 The Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including relieving it from taking proceedings and/or any other action under these Conditions or the Trust Deed unless indemnified and/or secured and/or prefunded to its satisfaction. The Trustee is entitled to enter into business transactions with the Issuer and/or the Guarantors and any entity related to the Issuer and/or the Guarantors without accounting for any profit. The Trustee may rely without liability to Bondholders on a report, confirmation or certificate or any advice of any accountants, financial advisers, financial institution, an Independent Adviser or other expert, whether or not addressed to it and whether their liability in relation thereto is limited (by its terms or by any engagement letter relating thereto entered into by the Trustee or in any other manner) by reference to a monetary cap, methodology or otherwise. The Trustee may accept and shall be entitled to rely on any such report, opinion, confirmation or certificate or advice and, where the Trustee does so accept and rely, such report, confirmation or certificate or advice shall be binding on the Issuer, the Guarantors, the Trustee and the Bondholders.

19 Notices

All notices regarding the Bonds will be valid if published through the electronic communication system of Bloomberg. Any such notice shall be deemed to have been given on the date of such publication. The Issuer shall also ensure that all notices are duly published (if such publication is required) in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Bonds

are for the time being listed and/or admitted to trading. If publication as provided above is not practicable, notice will be given by publication in a newspaper of general circulation in London (which is expected to be the *Financial Times*).

Notwithstanding the above, for so long as all the Bonds are represented by a Global Bond and the Global Bond is held on behalf of Euroclear and/or Clearstream, Luxembourg, notices to Bondholders shall also be given by delivery of the relevant notice to Euroclear or Clearstream, Luxembourg for onward transmission to Bondholders and such notices shall be deemed to have been given to Bondholders on the day of delivery to Euroclear and/or Clearstream, Luxembourg.

The Issuer shall send a copy of all notices given by it to Bondholders pursuant to these Conditions simultaneously (or as soon as practicable thereafter) to the Calculation Agent.

20 Further Issues

The Issuer may from time to time without the consent of the Bondholders create and issue further notes, bonds or debentures either having the same terms and conditions in all respects as the outstanding notes, bonds or debentures of any series (including the Bonds) or in all respects except for the first date on which Conversion Rights may be exercised and so that such further issue shall be consolidated and form a single series with the outstanding notes, bonds or debentures of any series (including the Bonds) or upon such terms as to interest, conversion, premium, redemption and otherwise as the Issuer may determine at the time of their issue. Any further notes, bonds or debentures forming a single series with the outstanding notes, bonds or debentures of any series (including the Bonds) constituted by the Trust Deed or any deed supplemental to it shall, and any other notes, bonds or debentures may, with the consent of the Trustee, be constituted by a deed supplemental to the Trust Deed.

21 Rights of Third Parties

No person shall have any right to enforce any term or condition of the Bonds under the Contracts (Rights of Third Parties) Act 1999.

22 Governing Law and Jurisdiction

(a) Governing law

The Trust Deed, the Agency Agreement, the Calculation Agency Agreement, the Bonds, the Deed of Guarantee and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law. The Guarantee Agreement is governed by, and shall be construed in accordance with, the laws of Switzerland.

(b) Jurisdiction

Each of the Issuer and the Guarantors have agreed in the Trust Deed for the benefit of the Bondholders that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any dispute, which may arise out of, or in connection with the Bonds (respectively, “**Proceedings**” and “**Disputes**”) and, for such purposes, irrevocably submits to the jurisdiction of such courts.

(c) Appropriate forum

Each of the Issuer and the Guarantors have in the Trust Deed waived any objection which it might now or hereafter have to the courts of England being nominated as the forum to hear and determine any Proceedings and to settle any Disputes, and agreed not to claim that any such court is not a convenient or appropriate forum.

(d) Process agent

Each of the Issuer and the Guarantors have in the Trust Deed irrevocably appointed Glencore (UK) Limited at its registered office for the time being in England to receive, for it and on its behalf, service of process in any Proceedings in England. Nothing herein or in the Trust Deed shall affect the right to serve process in any other manner permitted by law.

(e) *Non exclusivity*

The submission to the jurisdiction of the courts of England shall not (and shall not be construed so as to) limit the right of any Noteholder to take Proceedings in any other court of competent jurisdiction, nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by law. Any legal action or proceeding in respect of the Guarantee Agreement may also be brought before the courts of the city of Zug, Switzerland.

23 Transfer of Bonds

(a) *Transfers*

One or more Bonds may, subject to Condition 23(b), be transferred in whole or in part upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Certificate(s) representing such Bonds to be transferred, together with the form of transfer endorsed on such Certificate(s) (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer and the Guarantors), duly completed and executed and any other evidence as the Registrar or such Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Bonds represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. All transfers of Bonds and entries on the Register will be made subject to the detailed regulations concerning transfers of Bonds scheduled to the Agency Agreement. The regulations may be changed by the Issuer and the Guarantors with the written approval of the Registrar and the Trustee. A copy of the current regulations will be made available by the Registrar to any Bondholder upon request.

(b) *Exercise of Options*

In the case of an exercise of a Bondholders' right of conversion in respect of some but not all of the Bonds represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the balance of those Bonds not so converted. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Transfer Agent. In the case of a transfer of Bonds to a person who is already a holder of Bonds, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

(c) *Delivery of New Certificates*

Each new Certificate to be issued pursuant to Conditions 23(a) or 23(b) shall be available for delivery within three business days of receipt of the form of transfer and surrender of the existing Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the, Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such form of transfer or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant form of transfer or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Transfer Agent the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 23(c),

“**business day**” means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the relevant Transfer Agent or the Registrar (as the case may be).

(d) *Transfers Free of Charge*

Transfers of Certificates on registration, transfer, exercise of an option or partial redemption shall be effected without charge by or on behalf of the Issuer, the Guarantors, the Registrar or any Transfer Agent, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require).

(e) *Closed Periods*

No Bondholder may require the transfer of a Bond to be registered (i) during the period of 15 days ending on the due date for redemption of that Bond or (ii) after any such Bond has been called for redemption.