

## Pricing Supplement



13 December 2019

**European Bank for Reconstruction and Development**  
**KZT 58,000,000,000 Inflation Linked Notes due 19 December 2027 (the “Notes”)**  
**issued pursuant to the**  
**European Bank for Reconstruction and Development**  
**€45,000,000,000 Global Medium Term Note Programme for the issue of notes**

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

### SUMMARY OF THE NOTES

1	Specified Currency:	Kazakh Tenge (“ <b>KZT</b> ”), the lawful currency of the Republic of Kazakhstan
2	Nominal Amount:	KZT 58,000,000,000
3	Type of Note:	Indexed
4	Issue Date:	18 December 2019
5	Issue Price:	100.00 per cent.
6	Maturity Date:	19 December 2027 (subject to the provisions set out in Annex A hereto)
7	Fungible with existing Notes:	No

### FORM OF THE NOTES

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

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

**PROVISIONS RELATING TO INITIAL PAYMENT**

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

**PROVISIONS RELATING TO INTEREST**

- |    |   |   |
|----|---|---|
| 15 | Interest Commencement Date:   | 19 December 2019  |
| 16 | Fixed Rate Notes:   | Not Applicable  |
| 17 | Zero Coupon Notes:  | Not Applicable  |
| 18 | Floating Rate Notes and Indexed Notes:  | See the provisions set out in Annex A and Annex B hereto  |
|    | (a) Manner in which Rate of Interest is to be determined:   | See the provisions set out in Annex B hereto  |
|    | (b) Margin(s):  | See the provisions set out in Annex B hereto  |
|    | (c) Minimum Rate of Interest (if any):  | 0.00 per cent. per annum  |
|    | (d) Maximum Rate of Interest (if any):  | Not Applicable  |
|    | (e) Floating Day Count Fraction:  | Actual/360  |
| 19 | If ISDA Determination:  |   |
|    | (a) Floating Rate Option:   | Not Applicable  |
|    | (b) Designated Maturity:  | Not Applicable  |
|    | (c) Reset Date:   | Not Applicable  |
|    | (d) ISDA Definitions:   | Not Applicable  |
| 20 | If Screen Rate Determination:   |   |
|    | (a) Reference Rate:   | Not Applicable  |
|    | (b) Relevant Screen Page:   | Not Applicable  |
|    | (c) Interest Determination Date:  | Not Applicable  |
| 21 | If Indexed:   | See paragraph 23 below  |
| 22 | If Rate of Interest not to be determined by ISDA or Screen Rate Determination or by reference to an Index or Formula:       | See the provisions set out in Annex B hereto  |
| 23 | General Provisions for Floating Rate Notes and Indexed Notes:   |   |
|    | (a) Specified Period (or, in the case of Notes where the Interest Payment Date(s) are fixed, the Interest Payment Date(s)): | Interest Payment Dates shall be 19 December and 19 June of each year commencing on, and including, 19 June 2020 and ending on, and including, the Maturity Date, subject to |

adjustment in accordance with the Business Day Convention specified below and subject to the provisions set out in Annex A hereto

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|--|---|
| (b) Business Day Convention:   | Following Business Day Convention   |
| (c) Business Day definition if different from that in Condition 4(b)(i):   | Condition 4(b)(i) applies (and for the avoidance of doubt, Almaty shall be the principal financial centre). London and New York City shall be additional business centres |
| (d) Calculation of interest to be adjusted in accordance with Business Day Convention specified above:   | No  |
| (e) Terms relating to calculation of Interest Amount:  | See the provisions set out in Annex B hereto  |
| (f) Party responsible for calculation of the Interest Amount:  | Calculation Agent (as defined in Annex A hereto)  |
| (g) Party responsible for making any determinations ancillary to or in connection with the calculation of the Interest Amount, including Rate of Interest (if applicable): | The Calculation Agent (as defined in Annex A hereto) is responsible for determining the Rate of Interest applicable to each Interest Period                               |
| (h) Any amendment to the definition in Condition 4(b)(iii) of Euro-zone:   | Not Applicable  |

#### PROVISIONS REGARDING PAYMENTS/DELIVERIES

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

#### PROVISIONS REGARDING REDEMPTION/MATURITY

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

- 30 Early Redemption Amount for each Note payable on an event of default: Condition 5(d) applies, subject to provisions set out in Annex A and Annex B hereto.

#### DISTRIBUTION, CLEARING AND SETTLEMENT PROVISIONS

- 31 Method of distribution: Non-syndicated, via the subscription process as set out in Annex C
- 32 If Syndicated, names and addresses of Joint Lead Managers or, if Non-Syndicated name and address of the Dealer: Tengri Partners Investment Banking (Kazakhstan), JSC  
7th Floor, Nurly Tau 4B, 17 Al-Farabi  
Almaty 050059  
Kazakhstan
- 33 Date of Syndication Agreement: Not Applicable
- 34 Stabilising Manager(s): None
- 35 Additional selling restrictions: None
- 36 Details of additional/alternative clearing system approved by the Issuer and the Agent: The Notes shall be cleared in Clearstream, Luxembourg and Euroclear, although initially in the former only. Interest in the Notes shall be registered with the KCSD, as set out in Annex C.
- 37 Intended to be held in a manner which would allow Eurosystem eligibility: No
- 38 Common Code: 209324253  
ISIN Code: XS2093242530  
CUSIP Number: Not Applicable
- 39 Listing: Application will be made by the Issuer (or on its behalf) for the Notes to be admitted to the official list of the Kazakhstan Stock Exchange ("KASE").
- 40 In the case of Notes denominated in the currency of a country that subsequently adopts the euro in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union, whether the Notes will include a redenomination clause providing for the redenomination of the Specified Currency in euro (a "Redenomination Clause"), and, if so specified, the wording of the Redenomination Clause in full and any wording in respect of redenominationalisation and/or consolidation (provided they are fungible) with other Notes denominated in euro. Not Applicable
- 41 Additional Information: The provisions set out in Annex A, Annex B

and Annex C shall apply to the Terms and Conditions in accordance herewith.

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

#### **Liquidity and Secondary Market Risks**

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

The price at which Noteholders will be able to sell their Notes prior to maturity, if any, may be at a substantial discount from the principal amount of the Notes, even in cases where the level of the Reference Index has increased since the Subscription day (as such term is used in Annex C). Noteholders should expect the price at which the Issuer or the Dealer is willing to repurchase the Notes to be affected by changes in the exchange rate, interest rates, inflation expectations and market conditions.

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

### **Reference Index-Linked Risks**

As set out in Annex A, the Interest Amount is determined for any forthcoming six-month interest period with reference to the monthly Kazakhstan Inflation Rate, which is calculated on the basis of the monthly Kazakhstan Consumer Price Index for the preceding six-month period. Furthermore, if on any Interest Determination Date, the monthly Kazakhstan Consumer Price Index is not published for any one of the six quotations used in the calculation, a Single Disruption Event will be deemed to have occurred, and the calculation will be based using the input for the previous month. If, however, the monthly Kazakhstan Consumer Price Index is not published for two or more of the six quotations used in the calculation on any Interest Determination Date, then the Interest Amount payable for the forthcoming period will be equal to the Interest Amount payable for the immediately preceding Interest Period, or, if there is no immediately preceding Interest Period, the Interest Amount will be calculated based on the IMF's Consumer Price Index for the Republic of Kazakhstan. Where it is not possible to calculate the IMF's Consumer Price Index for the Republic of Kazakhstan, the calculation of the Interest Amount will use the Official Base Rate and not the Kazakhstan Inflation Rate.

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

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

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

Potential investors should note that payment of interest and/or principal may be made in USD if such payment made in KZT by the Issuer to the Agent cannot be processed on to Kazakhstan for any reason, including where Clearstream, Luxembourg and/or Euroclear suspends or ceases acceptance of KZT as a settlement currency as set out in Annex A.

### **Risks relating to payment**

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

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

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

**42** Total Commissions: Not Applicable

This Pricing Supplement comprises the pricing supplement required for the issue and admission to trading on the regulated market of the KASE of the Notes described herein pursuant to the Euro 45,000,000,000 Global Medium Term Note Programme of European Bank for Reconstruction and Development as from 18 December 2019 or as soon as practicable thereafter. No assurance can be given that such listing and admission to trading will be obtained on such date, or, if obtained, that it will be maintained.

**RESPONSIBILITY**

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

For and on behalf of  
**EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT**

By: .....

Duly Authorised Officer



**Annex A**  
**Settlement Disruption Event and Fallback Provisions**

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

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

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

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

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

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

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

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

For the purposes of these provisions:

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

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

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

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

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

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

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

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

**"Reference Dealers"** means leading dealers, banks or banking corporations, including the National Bank of the Republic of Kazakhstan, which deal in the USD/KZT exchange market, selected by the Issuer in its sole discretion and communicated to the Calculation Agent;

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

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

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

## Annex B

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

#### Interest Amount

On each date that is two Business Days prior to the relevant Interest Period (each an "**Interest Determination Date**"), the Calculation Agent (as defined in Annex A) will determine the Rate of Interest and the Interest Amount per Specified Denomination in respect of the Interest Period in accordance with the provisions below, *provided however*, that the Interest Amounts will, subject to the provisions of Annex A, be paid on the relevant Interest Payment Date in KZT.

As soon as possible on or after the corresponding Interest Determination Date (but in no event later than the first Business Day immediately preceding the relevant Interest Period), the Calculation Agent shall notify the Agent, KASE and the Issuer of the Interest Amount per Specified Denomination.

As used in this Annex B and Annex C, "**Kazakh Business Day**" means any day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in Almaty.

The Rate of Interest is calculated as follows:

$$\text{Rate of Interest} = \max [\text{Minimum Rate of Interest}, (KI^{\dagger} + \text{Margin})]$$

(<sup>†</sup>with "KI" expressed as a percentage)

Where:

"KI" Kazakhstan Inflation (as defined below); and

"Margin" 0.75 per cent.

The Interest Amount per Specified Denomination is calculated as follows:

$$\text{Specified Denomination} \times \text{Rate of Interest, rounded up to the nearest KZT 1}$$

For the purposes of these provisions:

"**Kazakhstan Inflation**" is calculated as follows, rounded to 2 decimal points:

$$((KI_1/100) * (KI_2/100) * (KI_3/100) * (KI_4/100) * (KI_5/100) * (KI_6/100)) - 1$$

Where:

"KI<sub>1</sub>", "KI<sub>2</sub>", "KI<sub>3</sub>", "KI<sub>4</sub>", "KI<sub>5</sub>" "KI<sub>6</sub>" mean, respectively, the Kazakhstan consumer price index that is applicable to the first, second, third, fourth, fifth, and sixth calendar month prior to the month in which relevant Interest Period commences.

For the avoidance of doubt, for the first coupon period starting from and including 19 December 2019 to but excluding 19 June 2020 Kazakhstan Inflation (KI) was calculated as 2.97%.

"**Kazakhstan consumer price index**" means the index calculated by the Committee on Statistics of the Ministry of National Economy of the Republic of Kazakhstan and which appears on the NBK Page (as defined below) under the heading "Consumer Price Index", in the "month on month basis, %" column, for the relevant calendar month, subject to the occurrence of a Disruption Event.

For illustrative purposes only, the relevant calendar months in respect of each Interest Period will be as follows:

	Interest Period commences in December	Interest Period commences in June
KI1	November	May
KI2	October	April
KI3	September	March
KI4	August	February
KI5	July	January
KI6	June	December (previous year)

“**NBK Page**” means the webpage of the National Bank of the Republic of Kazakhstan for the publication of price index statistics which appears on <http://www.nationalbank.kz/?docid=170&switch=english> (or any successor page as determined as such by the Calculation Agent).

“**Disruption Event**” means a Single Disruption Event or a Continuing Disruption Event (each as defined below).

**Disruption Event**

**(A) Single Disruption Event**

If, on any Interest Determination Date, any one of KI<sub>1</sub>, KI<sub>2</sub>, KI<sub>3</sub>, KI<sub>4</sub>, KI<sub>5</sub> or KI<sub>6</sub> (as applicable) for a relevant calendar month is not available (a “**Disrupted Month**”), then the Kazakhstan consumer price index that is applicable to the month immediately preceding the Disrupted Month shall apply to the Disrupted Month; *provided however*, that if more than one of KI<sub>1</sub>, KI<sub>2</sub>, KI<sub>3</sub>, KI<sub>4</sub>, KI<sub>5</sub> or KI<sub>6</sub> are unavailable for the relevant calendar months, the Interest Amount per Specified Denomination payable in respect of that Interest Period shall be equal to the Interest Amount per Specified Denomination payable by the Issuer in respect of the immediately preceding Interest Period (each a “**Single Disruption Event**”), *provided however*, that if the Calculation Agent determines that there is no immediately preceding Interest Period, then the Kazakhstan Inflation shall be the Replacement Index (as further described below). If it is not possible to determine the Replacement Index in respect of an Interest Period, then the Interest Amount payable per Specified Denomination in respect of that Interest Period shall be calculated as follows:

$$\text{Official Base Rate (as defined below)} \times \text{Specified Denomination} \times \text{Floating Day Count Fraction, rounded up to the nearest KZT 1}$$

**(B) Continuing Disruption Event**

If, on the Interest Determination Date for the Interest Period immediately following an Interest Period in respect of which a Single Disruption Event has occurred, any one of KI<sub>1</sub>, KI<sub>2</sub>, KI<sub>3</sub>, KI<sub>4</sub>, KI<sub>5</sub> or KI<sub>6</sub> (as applicable) for a relevant calendar month is not available (a “**Disrupted Month**”), then the Kazakhstan consumer price index that is applicable to the month immediately preceding the Disrupted Month shall apply to the Disrupted Month; *provided however*, that if more than one of KI<sub>1</sub>, KI<sub>2</sub>, KI<sub>3</sub>, KI<sub>4</sub>, KI<sub>5</sub> or KI<sub>6</sub> are unavailable for the relevant calendar months (a “**Continuing Disruption Event**”), the Kazakhstan Inflation shall be the Replacement Index (as further described below). If it is not possible

to determine the Replacement Index in respect of an Interest Period, then the Interest Amount payable per Specified Denomination in respect of that Interest Period shall be calculated as follows:

$$\text{Official Base Rate (as defined below)} \times \text{Specified Denomination} \times \text{Floating Day Count Fraction, rounded up to the nearest KZT 1}$$

For any Interest Period that follows directly on from an Interest Period in respect of which a Continuing Disruption Event has occurred, the provisions of this paragraph (B) will apply.

For the purposes of the foregoing Disruption Event provisions:

**"Base Index"** means the IMF Index (as defined below) applicable to the sixth calendar month prior to the month in respect of which an Index Level has been obtained.

**"IMF Index"** means the Republic of Kazakhstan consumer prices index as published by the International Monetary Fund which appears on Bloomberg Screen Page "9166639 Index" ("Historical Prices Table" function) or any successor page determined as such by the Calculation Agent.

**"Index Level"** means, in respect of any Interest Period, (i) the IMF Index (as defined above) applicable to the seventh calendar month prior to the calendar month in which the first day of the relevant Interest Period falls, or (ii) if the Index Level and/or the corresponding Base Index (as defined above) cannot be obtained for that month (a **"Disrupted Month"**), the Index Level will be the IMF Index applicable to the calendar month immediately preceding such Disrupted Month, or (iii) if the Index Level and/or the corresponding Base Index (as defined above) is not available for such calendar month immediately preceding such Disrupted Month (a **"Second Disrupted Month"**), the Index Level will be the IMF Index (if any) applicable to the calendar month immediately preceding such Second Disrupted Month (which, for the avoidance of doubt, will be the ninth calendar month prior to the calendar month in which the first day of the relevant Interest Period falls).

**"Official Base Rate"** means the "official base rate" prevailing on the relevant Interest Determination Date which is published by the National Bank of the Republic of Kazakhstan on its website <http://www.nationalbank.kz/?docid=107&switch=english> (or any successor page determined as such by the Calculation Agent).

**"Replacement Index"** means, in relation to any Interest Period, the rate (expressed as a percentage) that is calculated as:

$$(\text{Index Level} / \text{Base Index}) - 1$$

## Annex C

### Subscription and Settlement Process

#### A. Subscription

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

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

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

## **B. Settlement**

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

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

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

### *Delivery Against Payment in the KCSD*

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

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