



THE ADECCO GROUP

ADECCO GROUP AG

(incorporated with limited liability in Switzerland)

ADECCO INTERNATIONAL FINANCIAL SERVICES B.V.

(incorporated with limited liability in The Netherlands)

ADECCO FINANCIAL SERVICES (NORTH AMERICA), LLC

(incorporated under the laws of the State of Delaware in the United States of America)

EUR 3,500,000,000

**Euro Medium Term Note Programme
unconditionally and irrevocably guaranteed by
ADECCO GROUP AG**

(incorporated with limited liability in Switzerland)

Under this EUR 3,500,000,000 Euro Medium Term Note Programme (the **Programme**), Adecco Group AG (in its capacity as Issuer, **Adecco**, and in its capacity as guarantor of Notes issued by AIFS or AFS (each as defined below), the **Guarantor**), Adecco International Financial Services B.V. (**AIFS**) and Adecco Financial Services (North America), LLC (**AFS** and, together with Adecco and AIFS, the **Issuers**, and each an **Issuer**) may from time to time issue notes (the **Notes**) denominated in any currency agreed between the relevant Issuer and the relevant Dealer (as defined below). References in this Base Prospectus to the **relevant Issuer** shall, in relation to any issue or proposed issue of Notes, be references to whichever of Adecco, AIFS or AFS is specified as the Issuer of such Notes in the applicable final terms document (the **Final Terms**).

The payments of all amounts due in respect of the Notes will be unconditionally and irrevocably guaranteed by the Guarantor (except where Adecco is the Issuer).

The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed EUR 3,500,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement described herein), subject to increase as described herein.

The Notes may be issued on a continuing basis to the Dealer specified under “*Overview of the Programme*” and any additional Dealer appointed under the Programme from time to time by the relevant Issuer (each a **Dealer** and together the **Dealers**), which appointment may be for a specific issue or on an ongoing basis. References in this Base Prospectus to the **relevant Dealer** shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe such Notes.

An investment in Notes issued under the Programme involves certain risks. For a discussion of these risks see “Risk Factors”.

Payments on Notes issued by Adecco will be subject to Swiss withholding tax and will not be subject to the gross-up provisions of Condition 8 – see “Overview of the Programme” on page 6 and “– Switzerland” on pages 89 to 91. This Base Prospectus has been approved as a base prospectus by the Financial Conduct Authority (the **FCA**), as competent authority under Regulation (EU) 2017/1129 (the **Prospectus Regulation**). The FCA only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of any of the Issuers or the Guarantor or as an endorsement of the quality of the Notes that are the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes. Application has been made to the FCA for Notes issued under the Programme during the period of 12 months from the date of this Base Prospectus to be admitted to the official list of the FCA (the **Official List**) and to the London Stock Exchange plc (the **London Stock Exchange**) for such Notes to be admitted to trading on the London Stock Exchange’s Regulated Market.

References in this Base Prospectus to Notes being listed (and all related references) shall mean that such Notes have been admitted to trading on the London Stock Exchange’s Regulated Market and have been admitted to the Official List. The London Stock Exchange’s Regulated Market is a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU).

This Base Prospectus (as supplemented as at the relevant time, if applicable) is valid for 12 months from its date in relation to Notes which are to be admitted to trading on a regulated market in the European Economic Area. For these purposes, reference(s) to the European Economic Area include(s) the United Kingdom. The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid.

Notes to be issued under the Programme are expected to be assigned credit ratings of Baa1 by Moody’s Investors Service Ltd. (**Moody’s**) and of BBB+ by S&P Global Ratings Europe Limited (**S&P**). Both Moody’s and S&P are established in the United Kingdom (the **UK**) and the European Union (the **EU**), respectively, and are both registered under Regulation (EC) No 1060/2009 (as amended) (the **CRA Regulation**). As such, each of Moody’s and S&P is included in the list of credit rating agencies published by the European Securities and Markets Authority (**ESMA**) on its website (at <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the CRA Regulation. Notes issued under the Programme may be rated or unrated by any one or both of the rating agencies referred to above. Where a Tranche of Notes is rated, such rating will be disclosed in the Final Terms and will not necessarily be the same as the rating assigned to either the Programme or Adecco Group (as defined below) by the relevant rating agency. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Amounts payable on Floating Rate Notes may be calculated by reference to one of LIBOR or EURIBOR as specified in the relevant Final Terms. As at the date of this Base Prospectus, the administrators of EURIBOR and LIBOR are included in ESMA’s register of administrators under Article 36 of the Regulation (EU) No. 2016/1011 (the **Benchmarks Regulation**).

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and certain other information which is applicable to each Tranche (as defined under “*Terms and Conditions of the Notes*”) of Notes will be set out in the Final Terms which, with respect to Notes to be admitted to trading on the London Stock Exchange’s Regulated Market and to be listed on the Official List will be delivered to the FCA and the London Stock Exchange. Copies of Final Terms in relation to Notes to be listed on the London Stock Exchange will also be published on the website of the London Stock Exchange through a regulatory information service.

Arranger

Credit Suisse

Dealer

Credit Suisse

The date of this Base Prospectus is 5 May 2020

IMPORTANT INFORMATION

With the exception of (i) the information contained in the sections entitled “*Description of Adecco International Financial Services B.V.*” on page 82 and “*Description of Adecco Financial Services (North America), LLC*” on pages 83 to 84, (ii) the information contained in the documents referred to in paragraphs (c), (d) and (e) of the section entitled “*Documents Incorporated by Reference*” on page 21 and (iii) the information contained in parts (a) and (b) under the heading “*Authorisation*” on page 97, paragraphs (b) and (c) under the heading “*Significant or Material Change*” on pages 97 to 98, and paragraphs (b) and (c) under the heading “*Litigation*” on page 98, in each case, of the section entitled “*General Information*”, this document (the **Adecco Prospectus**) comprises a base prospectus for the purposes of Article 8 of the Prospectus Regulation. **Prospectus Regulation** means Regulation (EU) 2017/1129. Adecco Group AG (in its capacity as an Issuer and Guarantor) accepts responsibility for the information contained in the Adecco Prospectus, the Guarantee and the Final Terms for each Tranche of Notes issued under the Programme. To the best of the knowledge of Adecco, the information contained in the Adecco Prospectus is in accordance with the facts and the Adecco Prospectus makes no omission likely to affect its import.

With the exception of (i) the information contained in the sections entitled “*Description of Adecco Group AG*” on pages 65 to 81 and “*Description of Adecco Financial Services (North America), LLC*” on pages 83 to 84, (ii) the information contained in the documents referred to in paragraphs (a), (b) and (e) of the section entitled “*Documents Incorporated by Reference*” on page 21 and (iii) the information contained in parts (b) and (c) under the heading “*Authorisation*” on page 97, paragraphs (a) and (c) under the heading “*Significant or Material Change*” on pages 97 to 98 and paragraphs (a) and (c) under the heading “*Litigation*” on page 98, in each case of the section entitled “*General Information*”, this document (the **AIFS Prospectus**) comprises a base prospectus for the purposes of the Prospectus Regulation. AIFS accepts responsibility for the information contained in the AIFS Prospectus and, where AIFS is the Issuer, the Final Terms for each Tranche of Notes issued under the Programme. To the best of the knowledge of AIFS, the information contained in the AIFS Prospectus is in accordance with the facts and the AIFS Prospectus makes no omission likely to affect its import.

With the exception of (i) the information contained in the sections entitled “*Description of Adecco Group AG*” on pages 65 to 81 and “*Description of Adecco International Financial Services B.V.*” on page 82, (ii) the information contained in the documents referred to in paragraphs (a), (b), (c) and (d) of the section entitled “*Documents Incorporated by Reference*” on page 21, and (iii) the information contained in parts (a) and (c) under the heading “*Authorisation*” on page 97, paragraphs (a) and (b) under the heading “*Significant or Material Change*” on page 97 and paragraphs (a) and (b) under the heading “*Litigation*” on page 98, in each case of the section entitled “*General Information*”, this document (the **AFS Prospectus** and together with the Adecco Prospectus and the AIFS Prospectus, defined throughout as the **Base Prospectus**) comprises a base prospectus for the purposes of the Prospectus Regulation. AFS accepts responsibility for the information contained in the AFS Prospectus and, where AFS is the Issuer, the Final Terms for each Tranche of Notes issued under the Programme. To the best of the knowledge of AFS, the information contained in the AFS Prospectus is in accordance with the facts and the AFS Prospectus makes no omission likely to affect its import.

This Base Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see “*Documents Incorporated by Reference*”). This Base Prospectus shall be read and construed on the basis that such documents are incorporated and form part of this Base Prospectus.

Other than in relation to the documents which are deemed to be incorporated by reference (see “*Documents Incorporated by Reference*”), the information on the websites to which this Base Prospectus refers does not form part of this Base Prospectus and has not been scrutinised or approved by the FCA.

Neither the Dealer nor the Trustee (as defined below) have independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealer or the Trustee as to the accuracy or completeness of the information contained or incorporated in this Base Prospectus or any other information provided by the Issuers or the Guarantor in connection with the Programme. No Dealer or the Trustee accepts any liability in relation to the information contained or incorporated by reference in this Base Prospectus or any other information provided by the Issuers or the Guarantor in connection with the Programme.

No person is or has been authorised by the Issuers, the Guarantor or the Trustee to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other information supplied in connection with the Programme or the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuers, the Guarantor, the Dealers or the Trustee.

Neither this Base Prospectus nor any other information supplied in connection with the Programme or any Notes (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a

recommendation by the Issuers, the Guarantor, any of the Dealers or the Trustee that any recipient of this Base Prospectus or any other information supplied in connection with the Programme or any Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuers and/or the Guarantor. Neither this Base Prospectus nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer or invitation by or on behalf of any Issuer or the Guarantor, any of the Dealers or the Trustee to any person to subscribe for or to purchase any Notes.

Neither the delivery of this Base Prospectus nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained herein concerning the Issuers and/or the Guarantor is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers and the Trustee expressly do not undertake to review the financial condition or affairs of any Issuer or the Guarantor during the life of the Programme or to advise any investor in the Notes of any information coming to their attention.

PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**) or in the United Kingdom (the **UK**). For these purposes, a **retail investor** means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No. 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.

MiFID II PRODUCT GOVERNANCE / TARGET MARKET – The Final Terms in respect of any Notes may include a legend entitled “MiFID II Product Governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the **MiFID Product Governance Rules**), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

SINGAPORE SFA PRODUCT CLASSIFICATION – In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the **SFA**) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) (the **CMP Regulations 2018**), unless otherwise specified before an offer of Notes, the Issuers have determined, and hereby notify all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are “prescribed capital markets products” (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Base Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuers, the Guarantor, the Dealers and the Trustee do not represent that this Base Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuers, the Guarantor, the Dealers or the Trustee which is intended to permit a public offering of any Notes or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Base

Prospectus and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Notes in the United States, the EEA (including Belgium, The Netherlands and, for these purposes, the United Kingdom), Japan, Singapore and Switzerland, see “*Subscription and Sale*”.

In the case of any Notes, the minimum specified denomination shall be EUR 100,000 (or its equivalent in any other currency as at the date of issue of the Notes).

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it:

- (i) has sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;
- (ii) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor’s currency;
- (iv) understands thoroughly the terms of the Notes and is familiar with the behaviour of any relevant indices and financial markets; and
- (v) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Legal investment considerations may restrict certain investments. The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended, (the **Securities Act**) or any U.S. State securities laws and may not be offered or sold in the United States or to, or for the account or the benefit of, U.S. persons as defined in Regulation S under the Securities Act unless an exemption from the registration requirements of the Securities Act is available and in accordance with all applicable securities laws of any state of the United States and any other jurisdiction (see “*Subscription and Sale*”).

PRESENTATION OF INFORMATION

In this Base Prospectus all references in this document to **U.S. dollars**, **U.S.\$** and **\$** are to United States dollars; references to **CHF** are to Swiss Francs; references to **GBP** and **£** are to UK pounds Sterling; references to **NOK** are to Norwegian Kroner; references to **Yen** are to Japanese Yen; references to **AUD** and **A\$** are to Australian dollars; references to **CAD** are to Canadian dollars; references to **euro**, **EUR** and **€** are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

Certain figures and percentages included in this Base Prospectus have been subject to rounding adjustments; accordingly, figures shown in the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

STABILISATION

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the stabilisation manager(s) (the Stabilisation Manager(s)) (or any person acting on behalf of any Stabilisation Manager(s)) may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or

over-allotment must be conducted by the relevant Stabilisation Manager(s) (or any person acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

TABLE OF CONTENTS

	Page
OVERVIEW OF THE PROGRAMME	6
RISK FACTORS.....	10
DOCUMENTS INCORPORATED BY REFERENCE	21
FORM OF THE NOTES.....	24
FORM OF FINAL TERMS	27
TERMS AND CONDITIONS OF THE NOTES.....	35
USE OF PROCEEDS.....	64
DESCRIPTION OF ADECCO GROUP AG	65
DESCRIPTION OF ADECCO INTERNATIONAL FINANCIAL SERVICES B.V.....	82
DESCRIPTION OF ADECCO FINANCIAL SERVICES (NORTH AMERICA), LLC	83
TAXATION	85
SUBSCRIPTION AND SALE.....	93
GENERAL INFORMATION	97

OVERVIEW OF THE PROGRAMME

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms. The relevant Issuer, the Guarantor (if any) and any relevant Dealer may agree that Notes shall be issued in a form other than that contemplated in the Terms and Conditions, in which event, a new Base Prospectus will be published.

This overview constitutes a general description of the Programme for the purposes of Article 25(1) of Commission Delegated Regulation (EU) No 2019/980.

Words and expressions defined in “*Form of the Notes*” and “*Terms and Conditions of the Notes*” shall have the same meanings in this overview.

Issuers:	Adecco Group AG Adecco International Financial Services B.V. Adecco Financial Services (North America), LLC
Issuer Legal Entity Identifier (LEI):	Adecco Group AG: NI14Y5UMU6007JE9P611 Adecco International Financial Services B.V.: 549300PDNGPM4PIAUK57 Adecco Financial Services (North America), LLC: 549300WWL22QBLV3A578
Website of the Issuers:	https://www.adeccogroup.com/
Guarantor:	Adecco Group AG The Guarantor will guarantee issues of Notes by AIFS or AFS.
Risk factors:	There are certain factors that may affect an Issuer’s ability to fulfil its obligations under Notes issued under the Programme. These are set out under “ <i>Risk Factors</i> ” below. There are also certain factors that may affect the Guarantor’s ability to fulfil its obligations under the guarantee (the Guarantee) contained in the Trust Deed. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme. These are set out under “ <i>Risk Factors</i> ” and include certain risks relating to the structure of particular Series of Notes and certain market risks.
Description:	Euro Medium Term Note Programme
Arranger and Dealer:	Credit Suisse Securities (Europe) Limited and any other Dealers appointed in accordance with the Programme Agreement.
Certain Restrictions:	Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see “ <i>Subscription and Sale</i> ”). Notes having a maturity of less than one year Notes having a maturity of less than one year will, if the proceeds of the issue are accepted in the United Kingdom, constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of the Financial Services and Markets Act 2000 (FSMA) unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent (see “ <i>Subscription and Sale</i> ”).
Issuing and Principal Paying Agent:	The Bank of New York Mellon

Registrar:	The Bank of New York Mellon SA/NV, Luxembourg Branch
Programme Size:	Up to EUR 3,500,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement) outstanding at any time. The Issuers and the Guarantor may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
Distribution:	Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
Currencies:	Subject to any applicable legal or regulatory restrictions, Notes may be denominated in euro, Sterling, U.S. dollars, yen and, subject to any applicable legal or regulatory restrictions, any other currency agreed between the relevant Issuer and the relevant Dealer.
Maturities:	The Notes will have such maturities as may be agreed between the relevant Issuer and the relevant Dealer, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Issuer or the relevant Specified Currency.
Issue Price:	Notes may be issued on a fully-paid basis and at an issue price which is at par or at a discount to, or premium over, par, as specified in the applicable Final Terms.
Form of Notes:	The Notes issued by Adecco and AIFS will be issued in either bearer or registered form as described in “ <i>Form of the Notes</i> ”. Registered Notes will not be exchangeable for Bearer Notes and <i>vice versa</i> . The Notes issued by AFS may be issued as Registered Notes only.
Fixed Rate Notes:	Fixed interest will be payable on such date or dates as may be agreed between the relevant Issuer and the relevant Dealer and on redemption and will be calculated on the basis of such Day Count Fraction as may be agreed between the relevant Issuer and the relevant Dealer.
Floating Rate Notes:	<p>Floating Rate Notes will bear interest at a rate determined:</p> <ul style="list-style-type: none"> (a) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc., and as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series); or (b) on the basis of the reference rate set out in the applicable Final Terms.
Other provisions in relation to Floating Rate Notes:	<p>The margin (if any) relating to such floating rate will be agreed between the relevant Issuer and the relevant Dealer for each Series of Floating Rate Notes. Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both.</p> <p>Interest on Floating Rate Notes in respect of each Interest Period, as agreed prior to issue by the relevant Issuer and the relevant Dealer, will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as may be agreed between the relevant Issuer and the relevant Dealer.</p> <p>If Floating Rate Notes provide for a Rate of Interest (or any component thereof) to be determined by reference to a reference rate and a Benchmark Event in respect of such reference rate has occurred, then the relevant Issuer shall use its reasonable endeavours to appoint an Independent Adviser (as defined in Condition 5.2(f)) to determine a Successor Rate, failing which an Alternative Rate for use in place of the Original Reference Rate and to determine an Adjustment Spread (if any) and any Benchmark Amendments. If the relevant Issuer is unable to appoint an</p>

Independent Adviser or the Independent Adviser fails to determine a Successor Rate or Alternative Rate (as applicable), then the Rate of Interest shall be determined by reference to the Original Reference Rate for the immediately preceding Interest Period and the fallback provisions set out in Condition 5.2(b)(ii). See Condition 5.2(f) for further information.

Zero Coupon Notes:	Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest.
Redemption:	<p>The applicable Final Terms will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than for taxation reasons or following an Event of Default) or that such Notes will be redeemable at the option of the relevant Issuer and/or the Noteholders upon giving notice to the Noteholders or the relevant Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the relevant Issuer and the relevant Dealer. If indicated in the applicable Final Terms, Notes may be redeemable on the occurrence of a change of control of the Guarantor – see Condition 7.4(b) for further details.</p> <p>Notes having a maturity of less than one year may be subject to restrictions on their denomination and distribution – see “<i>Certain Restrictions – Notes having a maturity of less than one year</i>” above.</p>
Denomination of Notes:	The Notes will be issued in such denominations as may be agreed between the relevant Issuer and the relevant Dealer save that the minimum denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency – see “ <i>Certain Restrictions – Notes having a maturity of less than one year</i> ” above, and save that the minimum denomination of each Note will be EUR 100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).
Taxation:	<p>Other than for issues of Notes by Adecco as described below, all payments in respect of the Notes will be made without deduction for or on account of withholding taxes imposed by any Tax Jurisdiction as provided in Condition 8 unless such withholding or deduction is required by law. If “Tax Gross-Up” is specified in the applicable Final Terms, in the event that any such deduction is made, the relevant Issuer or, as the case may be, the Guarantor (if any) will, save in certain limited circumstances provided in Condition 8, be required to pay additional amounts to cover the amounts so deducted.</p> <p>Payments on Notes issued by Adecco will be made subject to withholding tax imposed by Switzerland to the extent required by law. No additional amounts as described in Condition 8 will be paid by Adecco in respect of any such withholding.</p>
Negative Pledge:	The terms of the Notes will contain a negative pledge provision as further described in Condition 4.
Cross Default:	The terms of the Notes will contain a cross default provision as further described in Condition 10.
Status of the Notes:	The Notes will constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 4) unsecured obligations of the relevant Issuer and will rank <i>pari passu</i> among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the relevant Issuer, from time to time outstanding.

Guarantee:	The Notes (except where the Issuer is Adecco) will be unconditionally and irrevocably guaranteed by the Guarantor. The obligations of the Guarantor under its guarantee will be direct, unconditional and (subject to the provisions of Condition 4) unsecured obligations of the Guarantor and will rank <i>pari passu</i> and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Guarantor from time to time outstanding.
Rating:	Notes to be issued under the Programme are expected to be assigned ratings of Baa1 by Moody's and of BBB+ by S&P. Series of Notes issued under the Programme may be rated or unrated. Where a Series of Notes is rated, such rating will be disclosed in the applicable Final Terms and will not necessarily be the same as the ratings assigned to the Programme or Adecco Group. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.
Listing:	Application has been made for Notes issued under the Programme to be listed on the London Stock Exchange.
Governing Law:	The Notes and any non-contractual obligations arising out of or in connection with the Notes will be governed by, and shall be construed in accordance with, English law.
Selling Restrictions:	There are restrictions on the offer, sale and transfer of the Notes in the United States, the EEA (including Belgium, The Netherlands and, for these purposes, the United Kingdom), Japan, Singapore, Switzerland and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes, see " <i>Subscription and Sale</i> ".
United States Selling Restrictions:	Regulation S, Category 2. TEFRA C/TEFRA D/TEFRA not applicable, as specified in the applicable Final Terms.
Trustee:	BNY Mellon Corporate Trustee Services Limited.

RISK FACTORS

Each of the Issuers and the Guarantor believes that the following factors may affect its ability to fulfil its obligations under Notes issued under the Programme.

In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

Each of the Issuers and the Guarantor believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the inability of the Issuers or the Guarantor to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons which may not be considered significant risks by the Issuers and the Guarantor based on information currently available to them or which they may not currently be able to anticipate. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and reach their own views prior to making any investment decision.

Factors that may affect AIFS' ability to fulfil its obligations under Notes issued under the Programme

AIFS' principal purpose is to provide funding, through the international capital markets, to the subsidiaries of the Guarantor outside of Switzerland. Therefore AIFS' ability to fulfil its obligations under the Notes is entirely dependent on the performance of the Guarantor and its subsidiaries, as a result of which the risk factor analysis set out below is mostly meaningful for and focused on the Guarantor and its subsidiaries (**Adecco Group**).

Factors that may affect AFS' ability to fulfil its obligations under Notes issued under the Programme

AFS' principal purpose is to provide funding, through the international capital markets, to Adecco, Inc., a wholly-owned subsidiary of the Guarantor, and Adecco, Inc.'s U.S. subsidiaries. Therefore AFS' ability to fulfil its obligations under the Notes is entirely dependent on the performance of the Guarantor, Adecco, Inc. and its U.S. subsidiaries, as a result of which the risk factor analysis set out below is mostly meaningful for and focused on the Adecco Group.

Factors that may affect the Guarantor's ability to fulfil its obligations under the Guarantee

In an economic downturn, companies may use fewer temporary employees and employ fewer permanent employees, which could materially adversely affect Adecco Group, which comprises Adecco Group AG, a Swiss Corporation, its consolidated subsidiaries as well as variable interest entities in which Adecco is considered the primary beneficiary.

Demand for human resource services is sensitive to changes in the level of economic activity. When the global economy accelerates, demand for temporary and permanent placement services increases, however, when the economy slows down, so does demand for temporary and permanent personnel. On the other hand, the impact of the level of economic activity on the career transition (**outplacement**) business is counter-cyclical in nature. Demand for career transition services rises in difficult economic times and decreases when the economy improves.

Although the two businesses mentioned above do offset, to a degree, the risk to Adecco Group as a whole, depending on the speed of change in the economic conditions, the specific markets affected by economic change and the volume of one business compared to the other in the specific market, the increase of demand in either of these businesses may not compensate for the decrease of demand in the other.

Furthermore, in some countries where Adecco Group operates, Adecco Group has the obligation to pay wages even when associates are not seconded to clients. A significant economic downturn could have a material adverse effect on Adecco Group operating margin, results of operations, financial condition or liquidity.

In an economic downturn, clients may delay payments for Adecco Group's services which could materially adversely affect the cash-flows and liquidity of Adecco Group.

Cash collection trends measured by days sales outstanding (**DSO**) have a material impact on the cash receipts and, consequently, on Adecco Group's cash flows. DSO varies significantly within the various countries in which Adecco Group has operations, due to the various market practices within these countries. In general, a deterioration of DSO increases the balance of trade accounts receivable resulting in less cash inflows from operating activities. This could result in liquidity tensions and payment of trade accounts payables might be delayed, therefore incurring penalties, default and even loss of business. In 2018, DSO was 53 days, a slight increase from 52 days in 2017.

Adecco Group's business has been adversely impacted and may be further adversely impacted by the COVID-19 pandemic.

On 11 March 2020, the World Health Organization declared the outbreak of a novel strain of coronavirus (**COVID-19**) to be a pandemic, in recognition of its rapid spread across the globe. Many governments have taken, and are continuing to take, stringent steps to help contain or delay the spread of the virus which has disrupted, and is expected to continue to disrupt, financial markets and the operations of businesses worldwide. Whilst the outbreak's long-term economic impact remains uncertain, Adecco Group's business has been adversely impacted and may be further adversely impacted by the COVID-19 pandemic as the situation develops.

The slowdown in economic activity in the markets in which Adecco Group operates has led to reduced demand for Adecco Group's HR solutions. This has in turn had an adverse impact on Adecco Group's business, with the Adecco Group experiencing a revenue decline of 9 per cent. year-on-year (on a reported basis and also organically and Trading Days Adjusted (**TDA**)) in Q1 2020, with a decline of 19 per cent. year-on-year TDA in March 2020 alone. The Adecco Group has continued to be adversely affected by the outbreak and its consequences during Q2 2020 to date, with a significant revenue decline estimated by management to be approximately 40 per cent. year-on-year in April 2020 alone. Management has undertaken a variety of cost reduction and cash conservation measures, and is continuing to monitor the Adecco Group's liquidity solutions. See "*Description of Adecco Group AG – Recent Developments and Outlook*" for further information.

Given the ongoing and dynamic nature of the circumstances, it is impossible to predict with certainty what further impact the COVID-19 outbreak will have on the global economy and, in turn, Adecco Group's business. It is also impossible to predict for how long the outbreak and its consequences will continue to affect the Adecco Group's business. The extent to which the outbreak continues to impact the human resources industry, the labour market and Adecco Group's ability to provide HR solutions, including, among other things, temporary staffing, permanent placement, outsourcing, career transition and up/reskilling, will depend on future developments, which are highly uncertain. Those developments may include new information which may emerge concerning the severity of COVID-19, the duration and spread of the outbreak (including the return of COVID-19 in previously-affected areas by way of one or more further outbreaks), the actions to contain COVID-19 or treat its impact, its impact on Adecco Group's clients and associates, the availability of candidates, and governmental, regulatory and private sector responses, which may be precautionary, to COVID-19.

Any further or continued slowdown in economic activity or other business disruption caused by COVID-19 that adversely impacts Adecco Group's clients may result in a further decrease in the demand for Adecco Group's services, which could in turn have a further negative impact on Adecco Group's business (See "*- In an economic downturn, companies may use fewer temporary employees and employ fewer permanent employees, which could materially adversely affect Adecco Group, which comprises Adecco Group AG, a Swiss Corporation, its consolidated subsidiaries as well as variable interest entities in which Adecco is considered the primary beneficiary*" above).

Any prolonged economic downturn, escalation of the COVID-19 outbreak or resulting disruption in the functioning of the capital markets could have a material adverse effect on Adecco Group's operating margin, results of operations, financial condition or liquidity and, consequently, each of the Issuers' and the Guarantor's ability to fulfil their obligations under the Notes or the Guarantee, as applicable, could be adversely affected.

Continuing adverse capital market conditions may affect Adecco Group's liquidity.

Financial markets' crisis situations may result in contraction of debt and equity markets, in general, leading to lower liquidity and to severe volatility. Continued constraints in the supply of liquidity may result in Adecco Group's costs of capital increasing significantly and the issuance of new debt becoming more difficult and costly. Liquidity tensions could impact Adecco Group's business by compromising its ability to meet its payments to employees, authorities, debtors, suppliers and shareholders when due, which could lead to contractual defaults, reputation issues, loss of business permits and potential claims.

The worldwide staffing services market is highly competitive with few barriers to entry, potentially limiting Adecco Group's ability to maintain or increase its client base and market share or margins.

The worldwide staffing services market is highly fragmented and competitive with few barriers to entry. Adecco Group competes on a local and national basis in markets throughout North America, Europe, Australia, Asia, South America and Africa with full-service and specialised temporary service agencies. Moreover, there is also an increasing competition from internet-based sources. While the majority of Adecco Group's competitors are significantly smaller than Adecco Group, several competitors have substantial marketing and financial resources.

Price competition in the staffing industry is significant, for the provision of office clerical and light industry personnel in particular, and pricing pressure from competitors and customers is significant. Adecco Group expects that the level of competition will remain high in the future and may even further increase due to possible challenging economic conditions and further pressure to reduce cost at all levels, including from clients. This could limit Adecco Group's ability to retain existing or attract new clients. As a consequence, Adecco Group may not be able to maintain or increase its market share or margins.

Adecco Group's success depends upon its ability to attract and retain qualified temporary personnel.

Adecco Group depends upon its ability to attract and retain temporary personnel who possess the skills and experience necessary to meet the staffing requirements of its clients. Due to a shortage of talented personnel in certain sectors and intense competition for hiring skilled individuals, providing suitably qualified temporary personnel to clients is a challenge. Adecco Group must continually evaluate and upgrade its base of available qualified personnel to keep pace with changing client needs and emerging technologies. Competition for individuals with proven professional skills or special industry know-how is intense, especially in periods of high demands for these individuals. Key to retaining temporary personnel is being able to offer consecutive assignments with attractive wages and training modules to improve the temporary personnel's skills and qualifications. However, there can be no assurance that qualified personnel will continue to be available to Adecco Group in sufficient numbers and on terms of employment acceptable to Adecco Group and its clients. Adecco Group's success will depend on its ability to recruit qualified temporary personnel and retain them.

If Adecco Group loses its key personnel, its business may suffer.

The effectiveness of Adecco Group's operations is dependent on the commitment of its key personnel at group level, local managers and field personnel. Adecco Group's ability to attract and retain business is significantly affected by local relationships and the quality of service rendered. The loss of key personnel at group level who have acquired experience in operating a staffing service company on an international level may cause a significant disruption to Adecco Group's business. Moreover, the loss of Adecco Group's key local managers and field personnel may jeopardise existing customer relationships with businesses that continue to use Adecco Group's staffing services based upon past direct relationships with these local managers and field personnel. Either of these types of losses could adversely affect Adecco Group's operations, including its ability to establish and maintain customer relationships.

Failure of Adecco Group's IT-systems may result in an adverse impact on operations, damage claims, loss of reputation, or fines.

Adecco Group relies on IT-systems to manage temporary personnel, the provision of its services to the clients, its finance and accounting systems and other material functions. Failure of these systems could have an adverse impact on Adecco Group's results of operations. Key IT-related risks include failure of the IT infrastructure, leading to loss of service or leakage of confidential business information and/or personal data protected by data privacy. Failure of Adecco Group's IT-systems, which could lead to data leakage, could be caused by technical and/or human error, or could result from internal or external criminal acts (such as hacking), and could result in damage claims against Adecco Group raised by job candidates, employees and/or clients, loss of reputation and fines issued by public authorities.

Notwithstanding anything in this risk factor, this risk factor should not be taken as implying that the Issuers will be unable to comply with their obligations as companies with securities admitted to the Official List.

New technologies or business models in the internet could challenge Adecco Group's business model.

Certain aspects of the business model and services provided by Adecco Group today could in the future be disrupted by new technologies and/or services that could become available on the internet. This may include networks (for example social networks and/or business related professional networks), internet job boards or other databases, which could enable job searchers and potential employers to find each other more effectively without needing the services of an agency or intermediary.

Adecco Group may be exposed to employment-related claims and costs that could materially adversely affect its business.

Adecco Group is in the business of employing people and placing them in the workplace of other businesses. Attendant risks of these activities include possible claims by customers or third parties of fraudulent employee activities or of employee misconduct or negligence, claims by employees of discrimination or harassment

(including claims relating to actions of Adecco Group's customers), claims related to employment that inadvertently violates local immigration rules, minimum wage requirements, or other local employment or social laws, payment of workers' compensation claims and other similar claims. In addition, certain agreements with customers of Adecco Group contain indemnifications and hold harmless obligations in favour of the customers, which may also include liability of Adecco Group relating to the performance and work product of temporary workers or the achievement of certain business related targets or work results within the business operations of clients (outsourcing). These risks are especially prevalent in the United States where the legal systems favour class actions and claims for substantial damages. Adecco Group is not always able to contractually exclude or limit such potential claims and certain of its contracts therefore bear the risk of uncapped liability. There can be no assurance that Adecco Group will not experience these problems in the future, that Adecco's insurance policies will cover all claims that may be asserted against Adecco Group or that Adecco Group will not incur fines or other losses or negative publicity with respect to these problems; all of which could have a material adverse effect on Adecco Group's business.

Litigation and regulatory investigations and audits to which Adecco Group is currently, or may become, subject could materially adversely affect its business, financial condition, results of operations or cash flows.

In the ordinary course of business, Adecco Group is involved in various legal actions and claims, including those related to social security charges, other payroll related charges and various employment related matters.

In addition, in the ordinary course of a global business, there are many transactions for which the ultimate tax outcome is uncertain. Many of these uncertainties arise as a consequence of intercompany transactions and arrangements as well as operations within multiple tax jurisdictions. At any given time, Adecco Group is undergoing tax audits in several tax jurisdictions covering multiple years.

There can be no assurance that the final outcome or resolution of any of these tax matters or of the legal actions, claims or investigations will not have a material adverse effect on Adecco Group's financial position, results of operations or cash flows.

Risks associated with Adecco Group's financial reporting may adversely affect Adecco Group's business.

Failure to comply with external reporting requirements due to failure of internal controls and/or a lack of knowledge of external reporting requirements relating to accounting and reporting may have an adverse effect on Adecco Group's business. Adecco Group has internal controls in place, which have so far proved effective to reasonably cover such external reporting requirements and Adecco Group regularly reviews such internal controls, but no assurance can be given to their effectiveness going forward.

Notwithstanding anything in this risk factor, this risk factor should not be taken as implying that any of the Issuers or Adecco Group will be unable to comply with its obligations as a company with securities admitted to the Official List.

Government regulations may result in the prohibition or restriction of certain types of employment services or the imposition of additional licensing or tax requirements that may adversely affect Adecco Group's business and results of operations.

In many jurisdictions in which Adecco Group operates, the temporary employment industry is heavily regulated. There can be no assurance that the countries in which Adecco Group operates will not:

- create additional regulations that prohibit or restrict types of employment services which Adecco Group currently provides;
- require Adecco Group to obtain additional licensing to provide staffing or other employment services; or
- increase taxes payable by the providers of staffing or other employment services.

Future changes in regulations may make it more difficult or expensive for Adecco Group to continue to provide its staffing services and may have an adverse effect on Adecco Group's financial condition, results of operations and liquidity.

Adecco Group's failure to comply with covenants under its credit facilities or other debt financing could trigger default.

Adecco Group's failure to comply with covenants under its credit facilities or other debt financing could result in a situation of default that, if not cured, could lead Adecco Group to be required to repay such borrowings (and any other debt financing, including the Notes, which contain cross default provisions) before their due date. The need

to refinance these borrowings on less favourable terms could adversely affect Adecco Group's results of operations and financial condition. The same applies for financing agreements that require Adecco Group to maintain a certain credit rating. As of the date of the Base Prospectus, the Issuers are not aware of any circumstances existing that could lead to a default under Adecco Group's credit facilities or other debt financing.

Risks associated with Adecco Group's international operations, including currency fluctuations, may adversely affect Adecco Group's business or operating results.

Adecco Group's operations are conducted around the world. Operations in Adecco Group's markets are subject to risks inherent in international business activities, including, but not limited to:

- foreign currency fluctuation;
- varying political conditions;
- cultures and business practices in different regions;
- overlapping of different tax structures;
- accounting and reporting requirement compliance;
- changing and, in some cases, complex or ambiguous laws and regulations; and
- litigation claims and judgments.

Adecco Group funds its subsidiaries in various currencies and has issued bonds and long-term notes in various currencies. Adecco Group's local operations are reported in the applicable foreign currencies and then translated into euro at the applicable foreign currency exchange rates for inclusion in Adecco Group's consolidated financial statements. Exchange rates for currencies may fluctuate in relation to the euro and these fluctuations may have an adverse effect on Adecco Group's operating results when foreign currencies are translated into euro.

Adecco Group may be impacted by uncertainty surrounding the United Kingdom's membership of the European Union.

On 23 June 2016, the United Kingdom (the **UK**) held a referendum on the UK's membership of the European Union (the **EU**), the outcome of which was a decision for the UK to leave the EU. Under the terms of the ratified EU-UK article 50 withdrawal agreement (the **Article 50 Withdrawal Agreement**), a transition period has now commenced which will last until 31 December 2020. During this period, most EU rules and regulations will continue to apply to and in the UK and negotiations in relation to a free trade agreement will be ongoing. Under the Article 50 Withdrawal Agreement, the transition period may, before 1 July 2020, be extended once by up to two years. However, the UK legislation ratifying the Article 50 Withdrawal Agreement (the European Union (Withdrawal) Act 2018 as amended by the European Union (Withdrawal Agreement) Act 2020 (as so amended, the **EUWA**)) contains a prohibition on a Minister of the Crown agreeing any extension to the transition period. While this does not entirely remove the prospect that the transition period will be extended (as the UK Parliament could pass legislation that would override the effect of the prohibition in the EUWA), the likelihood of a further extension is reduced. During the transition period, the UK and the EU may not reach agreement on the future relationship between them, or may reach a significantly narrower agreement than that envisaged by the political declaration of the European Commission and the UK Government. There can therefore be no assurance that the outcome of such withdrawal negotiations would not adversely affect the market value and/or the liquidity of the Notes in the secondary market.

Adecco Group's acquisition strategy may have an adverse effect on Adecco Group's business.

Adecco Group has a strategy of growing in part by acquisitions and has made and may make material acquisitions in the future.

Acquisitions may involve significant risks, including but not limited to:

- difficulties in the assimilation or integration of the operations, services and corporate culture of the acquired companies;
- failure to achieve expected synergies and other benefits;
- insufficient indemnification from the selling parties for liabilities incurred by the acquired companies prior to the acquisitions; and
- diversion of management's attention from other business concerns.

The realisation of risks inherent in acquisitions could result in impairment charges. In addition, further acquisitions would likely result in the incurrence of debt, and contingent liabilities and may result in the issuance of additional shares and an increase in interest expense and amortisation expense related to intangible assets. Both possible results of acquisitions could have a material adverse effect on Adecco Group's results of operations, financial condition or liquidity.

Factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme

Risks related to payments of interest on Notes issued by Adecco

Payments on Notes issued by Adecco will be subject to withholding tax in Switzerland such that Noteholders thereof will receive payments of interest net of withholding tax at the applicable rate and Noteholders will not receive additional amounts in respect of such withholding.

Risks related to the structure of a particular issue of Notes

A range of fixed rate, floating rate and zero coupon Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of the most common such features:

Notes subject to optional redemption by the relevant Issuer

If the relevant Issuer has the right to redeem any Notes at its option, this may limit the market value of the Notes concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return.

An optional redemption feature is likely to limit the market value of Notes. During any period when the relevant Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The relevant Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the relevant interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Inverse Floating Rate Notes will have more volatile market values than conventional Floating Rate Notes

Inverse Floating Rate Notes have an interest rate equal to a fixed rate minus a rate based upon a reference rate such as LIBOR. The market values of those Notes typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes.

If the Notes include a feature to convert the interest basis from a fixed rate to a floating rate, or vice versa, this may affect the secondary market and the market value of the Notes concerned.

Fixed/Floating Rate Notes are Notes which bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Such a feature to convert the interest basis, and any conversion of the interest basis, may affect the secondary market in, and the market value of, such Notes as the change of interest basis may result in a lower interest return for Noteholders. Where the Notes convert from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. Where the Notes convert from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on those Notes and could affect the market value of an investment in the relevant Notes.

Notes which are issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates

The market values of securities issued at a substantial discount (such as Zero Coupon Notes) or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for more conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to more conventional interest-bearing securities with comparable maturities.

The regulation and reform of “benchmarks” may adversely affect the value of Notes linked to or referencing such “benchmarks”

Interest rates and indices which are deemed to be "benchmarks", (including the London interbank offered rate (**LIBOR**) and the euro interbank offered rate (**EURIBOR**)) are the subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to or referencing such a benchmark.

The Benchmarks Regulation applies, subject to certain transitional provisions, to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU (which, for these purposes, includes the United Kingdom). Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed).

The Benchmarks Regulation could have a material impact on any Notes linked to or referencing a benchmark, in particular, if the methodology or other terms of the benchmark are changed in order to comply with the requirements of the Benchmarks Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant benchmark.

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements. Such factors may have (without limitation) the following effects on certain benchmarks: (i) discouraging market participants from continuing to administer or contribute to a benchmark; (ii) triggering changes in the rules or methodologies used in the benchmark and/or (iii) leading to the disappearance of the benchmark. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to, referencing, or otherwise dependent (in whole or in part) upon, a benchmark.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmarks Regulation reforms in making any investment decision with respect to any Notes linked to or referencing a benchmark.

Future discontinuance of certain benchmark rates (for example, LIBOR or EURIBOR) may adversely affect the value of Floating Rate Notes which are linked to or which reference any such benchmark rate

The sustainability of LIBOR has been questioned as a result of the absence of relevant active underlying markets and possible disincentives (including possibly as a result of benchmark reforms) for market participants to continue contributing to such benchmarks. The FCA has indicated through a series of announcements that the continuation of LIBOR on the current basis cannot be guaranteed after 2021.

Separately, the euro risk free-rate working group for the euro area published a set of guiding principles and high level recommendations for fallback provisions in, amongst other things, new euro denominated cash products (including bonds) referencing EURIBOR. The guiding principles indicate, among other things, that continuing to reference EURIBOR in relevant contracts (without robust fallback provisions) may increase the risk to the euro area financial system.

It is not possible to predict with certainty whether, and to what extent, LIBOR and EURIBOR will continue to be supported going forwards. This may cause LIBOR and EURIBOR to perform differently than they have done in the past, and may have other consequences which cannot be predicted. Such factors may have (without limitation) the following effects on certain benchmarks: (i) discouraging market participants from continuing to administer or contribute to a benchmark; (ii) triggering changes in the rules or methodologies used in the benchmark and/or (iii) leading to the disappearance of the benchmark. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to, referencing, or otherwise dependent (in whole or in part) upon, a benchmark.

Investors should be aware that, if LIBOR or EURIBOR were discontinued or otherwise unavailable, the rate of interest on Floating Rate Notes which reference LIBOR or EURIBOR will be determined for the relevant period by the fallback provisions applicable to such Notes. Depending on the manner in which the LIBOR or EURIBOR rate is to be determined under the Terms and Conditions, this may in certain circumstances (i) be reliant upon the

provision by reference banks of offered quotations for the LIBOR or EURIBOR rate which, depending on market circumstances, may not be available at the relevant time or (ii) result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last observed on the Relevant Screen Page. Any of the foregoing could have an adverse effect on the value or liquidity of, and return on, any Floating Rate Notes which reference LIBOR or EURIBOR.

The Terms and Conditions of the Notes also provide for certain fallback arrangements in the event that the Issuer determines that a Benchmark Event (as defined in the Terms and Conditions of the Notes) has occurred.

If a Benchmark Event (which, amongst other events, involves the permanent discontinuation of an Original Reference Rate or a public statement by the regulatory supervisor for the administrator of such Original Reference Rate that such rate is no longer representative or may no longer be used) has occurred in relation to an Original Reference Rate at any time when any Rate of Interest (or component thereof) remains to be determined by reference to such Original Reference Rate, such fallback arrangements will include the possibility that:

- (a) the relevant Rate of Interest (or component thereof) could be set or, as the case may be, determined by reference to a Successor Rate or, failing which, an Alternative Rate determined by an Independent Adviser (as defined in the Terms and Conditions of the Notes); and
- (b) such Successor Rate or Alternative Rate (as applicable) may be adjusted (if required) by the relevant Independent Adviser in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders and Couponholders arising out of the replacement of the Original Reference Rate,

in each case as more fully described in the Terms and Conditions of the Notes.

In addition, the Independent Adviser may also specify changes to the Terms and Conditions of the Notes that are necessary in order to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread, as the case may be. No consent of the Noteholders shall be required in connection with effecting any relevant Successor Rate or Alternative Rate (as applicable) or any other related adjustments and/or amendments described above.

In certain circumstances, the ultimate fallback of interest for a particular Interest Period may result in the Rate of Interest for the last preceding Interest Period being used. This may result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last observed on the Relevant Screen Page. In addition, due to the uncertainty concerning the availability of Successor Rates and Alternative Rates and the involvement of an Independent Adviser, the relevant fallback provisions may not operate as intended at the relevant time.

Any such consequences could have a material adverse effect on the value of and return on any such Notes. Moreover, any of the above matters or any other significant change to the setting or existence of any relevant rate could affect the ability of the Issuer to meet its obligations under the Floating Rate Notes or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Floating Rate Notes. Investors should note that the relevant Independent Adviser will have discretion to adjust the relevant Successor Rate or Alternative Rate (as applicable) in the circumstances described above. Any such adjustment could have unexpected commercial consequences and there can be no assurance that, due to the particular circumstances of each Noteholder, any such adjustment will be favourable to each Noteholder.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmarks Regulation or any of the international or national reforms, and the possible application of the benchmarks replacement provisions in the Terms and Conditions of the Notes, in making any investment decision with respect to any Notes referencing a benchmark.

Risks related to Notes generally

Set out below is a brief description of certain risks relating to the Notes generally:

The Terms and Conditions of the Notes contain provisions which may permit their modification without the consent of all investors and confer significant discretions on the Trustee which may be exercised without the consent of the Noteholders and without regard to the individual interests of particular Noteholders

The Terms and Conditions of the Notes contain provisions for calling meetings of Noteholders to consider and vote upon matters affecting their interests generally, or to pass resolutions in writing. These provisions permit defined majorities to bind all Noteholders, including Noteholders who did not attend and vote at the relevant meeting or, as the case may be, did not sign the written resolution, and including Noteholders who voted in a manner contrary to the majority.

The Terms and Conditions of the Notes also provide that the Trustee may, without the consent of Noteholders and without regard to the interests of particular Noteholders, agree to (i) any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Notes or (ii) determine without the consent of the Noteholders that any Event of Default or potential Event of Default shall not be treated as such or (iii) the substitution of another company as principal debtor under any Notes in place of the Issuer, in the circumstances described in Condition 15.3.

The value of the Notes could be adversely affected by a change in English law or administrative practice.

The Terms and Conditions of the Notes are based on English law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of this Base Prospectus and any such change could materially adversely impact the value of any Notes affected by it.

Investors who hold less than the minimum Specified Denomination may be unable to sell their Notes and may be adversely affected if definitive Notes are subsequently required to be issued

In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system would not be able to sell the remainder of such holding without first purchasing a principal amount of Notes at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination. Further, a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a definitive Note in respect of such holding (should definitive Notes be issued) and would need to purchase a principal amount of Notes at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination.

If definitive Notes are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

Risks related to the market generally

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

The secondary market generally

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

Exchange rate risks and exchange controls

Each Issuer will pay principal and interest on the Notes and the Guarantor (if applicable) will make any payments under the Guarantee in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the **Investor's Currency**) other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency-equivalent value of the principal payable on the Notes and (3) the Investor's Currency-equivalent market value of the Notes.

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

Interest rate risks

Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Notes.

Credit ratings may not reflect all risks

One or more independent credit rating agencies may assign credit ratings to an issue of Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

In general, European (including United Kingdom) regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU or the United Kingdom and registered under the CRA Regulation (and such registration has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). Such general restriction will also apply in the case of credit ratings issued by non-EU and non-UK credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered or UK-registered credit rating agency or the relevant non-EU and non-UK rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). If the status of any rating agency rating the Notes changes, European (including United Kingdom) regulated investors may no longer be able to use the rating for regulatory purposes and the Notes may have a different regulatory treatment. This may result in European (including United Kingdom) regulated investors selling the Notes, which may impact the value of the Notes and any secondary market. The list of registered and certified rating agencies published by ESMA on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list. Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Base Prospectus.

Potential new Swiss withholding tax regime

In 2015, the Swiss Federal Finance Department, mandated by the Swiss Federal Council, appointed a group of experts to prepare a proposal for a reform of the Swiss withholding tax system. The proposal is expected to, among other things, replace the current debtor-based regime applicable to interest payments with a paying agent-based regime for Swiss withholding tax. Further, on 23 October 2017, the Swiss Federal Economic Affairs and Taxation Committee of the Swiss National Council filed a parliamentary initiative reintroducing the request to replace the current debtor-based regime with a paying agent-based system for Swiss withholding tax. The initiative requests, among other things, a paying agent-based system that (i) subjects all interest payments made by paying agents in Switzerland to individuals resident in Switzerland to Swiss withholding tax and (ii) provides an exemption from Swiss withholding tax for interest payments to all other persons (including Swiss corporations). On 21 August 2018, the Economic Affairs and Taxation Committee of the Swiss Council of States consented to the parliamentary initiative, and, on 13 November 2018, the Swiss Federal Economic Affairs and Taxation Committee of the Swiss National Council resolved to appoint a sub-commission to prepare a preliminary draft fulfilling the parliamentary initiative.

If this legislation or similar legislation were enacted and a payment in respect of a Note were to be made or collected through Switzerland and an amount of, or in respect of, Swiss withholding tax were to be deducted or withheld from that payment, neither the respective Issuer, nor the Guarantor nor any paying agent nor any other person would, pursuant to the Terms and Conditions of the Notes, be obliged to pay additional amounts with respect to any Note as a result of the deduction or imposition of such withholding tax.

No obligation on AIFS (or any substitute Dutch principal debtor pursuant to Condition 15) to pay additional amounts if payments in respect of the Notes are subject to interest withholding tax in the Netherlands pursuant to the Dutch Withholding Tax Act 2021

The Netherlands introduced a withholding tax on interest payments which will enter into effect as of 1 January 2021. This interest withholding tax will apply to interest payments directly or indirectly made by a Dutch entity, like AIFS to affiliated entities (i) in low-tax jurisdictions designated as such by the Dutch Ministry of Finance (generally, a jurisdiction (a) with a corporation tax on business profits with a general statutory rate of less than 9%, or (b) a jurisdiction included in the EU list of noncooperative jurisdictions), or (ii) in certain abusive situations. Generally, an entity is considered to be affiliated (*gelieerd*) to another entity for these purposes if such entity, either individually or jointly if the entity is part of a collaborating group (*samenwerkende groep*), has a decisive influence

on the other entity's decisions, in such a way that it, or the collaborating group of which it forms part, is able to determine the activities of such other entity. An entity, or the collaborating group of which it forms part, that holds more than 50% of the voting rights in AIFS (or any substitute Dutch principal debtor pursuant to Condition 15), or in which AIFS (or any substitute Dutch principal debtor pursuant to Condition 15) holds more than 50% of the voting rights, is in any event considered to be affiliated. An entity is also considered to be affiliated if a third party holds more than 50% of the voting rights both in such entity and AIFS (or any substitute Dutch principal debtor pursuant to Condition 15).

In case payments made by AIFS (or any substitute Dutch principal debtor pursuant to Condition 15) in respect of the Notes are, as of 1 January 2021, subject to this interest withholding tax, AIFS (or any substitute Dutch principal debtor pursuant to Condition 15) will make the required withholding of such taxes for the account of the relevant Noteholders without being obliged to pay any additional amounts to the relevant Noteholders in respect of the interest withholding tax. Prospective investors in the Notes should consult their own tax advisers as to whether this interest withholding tax could be relevant to them.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents, which have previously been published or are published simultaneously with this Base Prospectus, shall be incorporated in, and form part of, this Base Prospectus:

- (a) the auditor's report and audited consolidated annual financial statements of Adecco Group as at and for the 12 month periods ended 31 December 2019 and 31 December 2018 as set out on pages 105 to 148 of the 2019 Annual Report of Adecco Group, which can be found at <https://www.adecgroup.com/wp-content/themes/ado-group/downloads/AnnualReport2019.pdf>;
- (b) the consolidated unaudited interim financial statements of Adecco Group as at and for the three month period ended 31 March 2020, which can be found at http://e3.marco.ch/publish/adecco/239_6044/Q1_2020_Press_Release_Final.pdf;
- (c) the auditor's report and audited non-consolidated annual financial statements of AIFS as at and for the 12 month period ended 31 December 2019, which can be found at <https://www.adecgroup.com/wp-content/themes/ado-group/downloads/adecco-international-financial-services-annual-report-2019.pdf>;
- (d) the auditor's report and audited non-consolidated annual financial statements of AIFS as at and for the 12 month period ended 31 December 2018, which can be found at <https://www.adecgroup.com/wp-content/themes/ado-group/downloads/adecco-international-financial-services-annual-report-2018.pdf>;
- (e) the auditor's report and audited non-consolidated annual financial statements of AFS as at and for the 12 month periods ended 31 December 2019 and 31 December 2018, which can be found at <https://www.adecgroup.com/wp-content/themes/ado-group/downloads/adecco-financial-services-north-america-financial-statements-years-ended-december-31-2018-and-2019.pdf>;
- (f) the terms and conditions of the notes as contained in the base prospectus dated 22 March 2019 at pages 31 to 59, which can be found at <https://www.adecgroup.com/wp-content/themes/ado-group/downloads/base-prospectus-of-march-22-2019.pdf>;
- (g) the terms and conditions of the notes as contained in the base prospectus dated 10 November 2017 at pages 29 to 53, which can be found at <https://www.adecgroup.com/wp-content/themes/ado-group/downloads/base-prospectus-10-november-2017.pdf>;
- (h) the terms and conditions of the notes as contained in the base prospectus dated 17 May 2016 at pages 27 to 50, which can be found at <https://www.adecgroup.com/wp-content/themes/ado-group/downloads/base-prospectus-of-may-17-2016.pdf>;
- (i) the terms and conditions of the notes as contained in the base prospectus dated 11 May 2015 at pages 29 to 52, which can be found at <https://www.adecgroup.com/wp-content/themes/ado-group/downloads/base-prospectus-of-may-11-2015.pdf>; and
- (j) the terms and conditions of the notes as contained in the base prospectus dated 25 May 2012 at pages 32 to 59, which can be found at <https://www.adecgroup.com/wp-content/themes/ado-group/downloads/base-prospectus-of-may-25-2012.pdf>;

Following the publication of this Base Prospectus a supplement may be prepared by the Issuers and the Guarantor and approved by the FCA in accordance with Article 23 of the Prospectus Regulation. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

Any documents themselves incorporated by reference in the documents incorporated by reference in this Base Prospectus shall not form part of this Base Prospectus.

Any non-incorporated parts of a document referred to herein are either deemed not relevant for an investor or are otherwise covered elsewhere in this Base Prospectus.

The Issuers and the Guarantor will, in the event of any significant new factor, material mistake or material inaccuracy relating to information included in this Base Prospectus which may affect the assessment of any Notes, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Notes.

The table below sets out the relevant page references for the (a) audited consolidated annual financial statements of Adecco Group as at and for the 12 month periods ended 31 December 2019 and 31 December 2018 as set out

in Adecco Group's 2019 Annual Report; (b) consolidated unaudited interim financial statements of Adecco Group as at and for the three month period ended 31 March 2020; (c) audited non-consolidated annual financial statements of AIFS as at and for the 12 month periods ended 31 December 2019 and 31 December 2018 as set out in AIFS' financial statements as at and for the 12 month periods ended 31 December 2019 and 31 December 2018, respectively; and (d) audited non-consolidated annual financial statements of AFS as at and for the 12 month periods ended 31 December 2019 and 31 December 2018 as set out in AFS' financial statements as at and for the 12 month periods ended 31 December 2019 and 31 December 2018.

Information contained in the documents incorporated by reference other than information listed in the tables below is for information purposes only, and does not form part of this Base Prospectus.

Audited consolidated annual financial statements of Adecco Group as at and for the 12 month periods ended 31 December 2019 and 31 December 2018

Adecco Group's Annual Report 2019

Consolidated balance sheet	Page 105
Consolidated statements of operations	Page 106
Consolidated statements of comprehensive income	Page 107
Consolidated statements of cash flows	Pages 108-109
Consolidated statements of changes in shareholders' equity	Page 110
Notes to consolidated financial statements	Pages 111-146
Report of the Statutory Auditor	Pages 147-148

Adecco Group's Interim Financial Statements as at and for the three month period ended 31 March 2020

Consolidated statements of operations	Page 12
Consolidated balance sheets	Page 13
Consolidated statements of cash flows	Page 14

Audited non-consolidated annual financial statements of AIFS as at and for the 12 month periods ended 31 December 2019 and 31 December 2018

AIFS' financial statements as at and for the 12 month period ended 31 December 2019

Balance Sheet	Page 9
Income Statement	Page 10
Cash flow statement	Page 11
Notes to financial statements	Page 12-24
Other information	Page 25
Independent Auditor's Report	Pages 26-30

AIFS' financial statements as at and for the 12 month period ended 31 December 2018

Balance Sheet	Page 10
Income Statement	Page 11
Cash flow statement	Page 12
Notes to financial statements	Pages 13-29
Other information	Page 30
Independent Auditor's Report	Page 31-35

Audited non-consolidated annual financial statements of AFS as at and for the 12 month periods ended 31 December 2019 and 31 December 2018

AFS' financial statements as at and for the 12 month periods ended 31 December 2019 and 31 December 2018

Independent Auditor's Report	Pages 1-2
Balance Sheets	Page 3
Statement of Operations and Comprehensive Income	Page 4
Statements of Cash Flows	Page 5
Notes to Financial Statements	Pages 6-14

FORM OF THE NOTES

Each Tranche of Notes issued by Adecco or AIFS will be in bearer form or registered form. Notes issued by AFS will be issued only in registered form.

Bearer Notes

Notes issued in bearer form will be initially issued in the form of a temporary bearer global note (a **Temporary Global Note**) or, if so specified in the applicable Final Terms, a permanent bearer global note (a **Permanent Global Note**), and together with the Temporary Global Note, the **Bearer Global Notes** which, in either case, will:

- (i) if the Bearer Global Notes are intended to be issued in new global note (NGN) form, as stated in the applicable Final Terms, be delivered on or prior to the original issue date of the Tranche to a common safekeeper (the **Common Safekeeper**) for Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking S.A. (**Clearstream, Luxembourg**); and
- (ii) if the Bearer Global Notes are not intended to be issued in NGN form, be delivered on or prior to the original issue date of the Tranche to a common depositary (the **Common Depositary**) for Euroclear and Clearstream, Luxembourg.

Where the Bearer Global Notes issued in respect of any Tranche are in NGN form, the applicable Final Terms will also indicate whether or not such Bearer Global Notes are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Bearer Global Notes are to be so held does not necessarily mean that the Notes of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any time during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The Common Safekeeper for NGNs will either be Euroclear or Clearstream, Luxembourg, or another entity approved by Euroclear and Clearstream, Luxembourg.

Whilst any Note is represented by a Temporary Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Notes due prior to the Exchange Date (as defined below) will be made (against presentation of the Temporary Global Note if the Temporary Global Note is not intended to be issued in NGN form) only to the extent that certification to the effect that the beneficial owners of interests in such Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg, and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Agent.

On and after the date (the **Exchange Date**) which is 40 days after a Temporary Global Note is issued, interests in such Temporary Global Note will be exchangeable (free of charge) upon a request as described therein either for (a) interests in a Permanent Global Note of the same Series or (b) for definitive Bearer Notes of the same Series with, where applicable, interest coupons and talons attached (as indicated in the applicable Final Terms), in each case against certification of beneficial ownership as described above unless such certification has already been given. The holder of a Temporary Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Global Note for an interest in a Permanent Global Note or for definitive Bearer Notes is improperly withheld or refused.

The option for an issue of Notes to be represented on issue by a Temporary Global Note exchangeable for definitive Notes should not be expressed to be applicable in the applicable Final Terms if the Notes are issued with a minimum Specified Denomination such as €100,000 (or its equivalent in another currency) plus one or more higher integral multiples of another smaller amount such as €1,000 (or its equivalent in another currency).

Payments of principal, interest (if any) or any other amounts on a Permanent Global Note will be made through Euroclear and/or Clearstream, Luxembourg (against presentation or surrender (as the case may be) of the Permanent Global Note if the Permanent Global Note is not intended to be issued in NGN form), without any requirement for certification.

The applicable Final Terms will specify that a Permanent Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Notes with, where applicable, interest coupons and talons attached only upon the occurrence of a Bearer Exchange Event. For these purposes, **Bearer Exchange Event** means that the relevant Issuer has been notified that both Euroclear and Clearstream, Luxembourg, have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system satisfactory to the Trustee is available. The relevant Issuer, or as appropriate, the Guarantor, will promptly give notice to Noteholders in accordance with Condition 14 if a Bearer Exchange Event occurs. In the event of the occurrence of a Bearer Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Global Note), or the Trustee may give notice to the Agent requesting exchange and,

in the event of the occurrence of a Bearer Exchange Event, the relevant Issuer may also give notice to the Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Agent.

The following legend will appear on all bearer Notes (other than Temporary Global Notes) and interest coupons relating to such Notes where TEFRA D is specified in the applicable Final Terms:

“ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.”

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Notes or interest coupons and will not be entitled to capital gains treatment in respect of any gain on any sale, disposition, redemption or payment of principal in respect of such Notes or interest coupons.

Notes which are represented by a Bearer Global Note will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

Registered Notes

The registered Notes will initially be represented by a global note in registered form (a **Registered Global Note**).

Registered Global Notes in respect of any Tranche will be (a) if intended to held in a manner which would allow Eurosystem eligibility (being the new safekeeping structure (NSS)), deposited on or prior to the original issue date of the Tranche with the Common Safekeeper; or (b) if not intended to be held in a manner which would allow Eurosystem eligibility, deposited on or prior to the original issue date of the Tranche on the relevant issue date with a Common Depositary and registered in the name of a nominee for a Common Depositary.

Where Registered Global Notes are intended to be held under the NSS, the applicable Final Terms will indicate whether or not such Registered Global Notes are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Registered Global Notes are to be held in a manner which would allow Eurosystem eligibility does not necessarily mean that the Registered Global Notes of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any times during their life, as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The common safekeeper for a Registered Global Note held under the NSS will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg.

Payments of principal, interest and any other amount in respect of a Registered Global Note will be made to the person shown on the Register (as defined in Condition 6.4) as the registered holder of a Registered Global Note. None of the relevant Issuer, the Guarantor, the Trustee, any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in a Registered Global Note or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of interest in respect of Registered Notes in definitive form will be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 6.4) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Registered Notes without interest coupons or talons attached only upon the occurrence of a Registered Exchange Event. For these purposes, **Registered Exchange Event** means that the relevant Issuer has been notified that both Euroclear and Clearstream, Luxembourg, have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system satisfactory to the Trustee is available. The relevant Issuer, or as appropriate, the Guarantor, will promptly give notice to Noteholders in accordance with Condition 14 if a Registered Exchange Event occurs. In the event of the occurrence of a Registered Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Registered Global Note), or the Trustee may give notice to the Registrar requesting exchange and, in the event of the occurrence of a Registered Exchange Event as described above, the relevant Issuer, or as appropriate, the Guarantor, may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Registrar.

The exchange upon notice or the exchange at any time upon a Registered Exchange Event should not be expressed to be applicable if the Notes are issued in denominations comprising a minimum Specified Denomination (such as EUR 100,000 (or its equivalent in another currency)) plus one or more higher integral multiples of another smaller

amount (such as EUR 1,000 (or its equivalent in another currency)). Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for Definitive Bearer Notes.

Interests in a Registered Global Note may, subject to compliance with all applicable restrictions, be transferred to a person who wishes to hold such interest in another Registered Global Note. No beneficial owner of an interest in a Registered Global Note will be able to transfer such interest, except in accordance with the applicable procedures of Euroclear and Clearstream, Luxembourg, in each case to the extent applicable.

General

Pursuant to the Agency Agreement (as defined under “*Terms and Conditions of the Notes*”), the Agent shall arrange that, where a further Tranche of Notes is issued which is intended to form a single Series with an existing Tranche of Notes at a point after the Issue Date of the further Tranche, the Notes of such further Tranche shall be assigned a common code and ISIN which are different from the common code and ISIN assigned to Notes of any other Tranche of the same Series until such time as the Tranches are consolidated and form a single Series, which shall not be prior to the expiry of the distribution compliance period (as defined in Regulation S under the Securities Act) applicable to the Notes of such Tranche.

Any reference herein to Euroclear and/or Clearstream, Luxembourg, shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms.

No Noteholder or Couponholder shall be entitled to proceed directly against the relevant Issuer or the Guarantor unless the Trustee, having become bound so to proceed, fails so to do within a reasonable period and the failure shall be continuing.

The Issuers and the Guarantor may agree with any Dealer and the Trustee that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes, in which event, the Base Prospectus will be updated and will be made available which will describe the effect of the agreement reached in relation to such Notes.

FORM OF FINAL TERMS

PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**) or in the United Kingdom (the **UK**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (**MiFID II**); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.

[MiFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

[SINGAPORE SFA PRODUCT CLASSIFICATION - In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the **SFA**) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the **CMP Regulations 2018**), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are [prescribed capital markets products] / [capital markets products other than prescribed capital markets products] (as defined in the CMP Regulations 2018) and [are] [Excluded] / [Specified] Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products.)¹

[Date]

[ADECCO GROUP AG/ADECCO INTERNATIONAL FINANCIAL SERVICES B.V./ADECCO FINANCIAL SERVICES (NORTH AMERICA), LLC]

Legal entity identifier (LEI): []

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
[guaranteed by ADECCO GROUP AG]
under the EUR 3,500,000,000
Euro Medium Term Note Programme**

PART A – CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 5 May 2020 [and the supplemental Prospectus dated [date]] which [together] constitute[s] a base prospectus for the purposes of Regulation (EU) 2017/1129 (the **Prospectus Regulation**) (the **Base Prospectus**). This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus [as so supplemented] in order to obtain all the relevant information. The Base Prospectus [and the supplemental Prospectus] [is/are] available for viewing [at [website]] [and] during normal business hours at [address] [and copies may be obtained from [address]].]

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the **Conditions**) contained in the Trust Deed dated [original date] and set forth in the Base Prospectus dated [original date] which are incorporated by reference in the Base Prospectus dated 5 May 2020 [and the supplemental Prospectus dated [date]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Regulation (EU) 2017/1129 (the **Prospectus Regulation**) and must be read in conjunction with the Base Prospectus dated [date] [and the supplemental Prospectus dated [date]], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the **Base Prospectus**), including the Conditions incorporated by reference

¹ For any Notes to be offered to Singapore investors, the Issuer to consider whether it needs to re-classify the Notes pursuant to Section 309B of the SFA prior to the launch of the offer.

in the Base Prospectus dated [*current date*], in order to obtain all the relevant information. The Base Prospectuses [and the supplemental Prospectus] are available for viewing [at [*website*]] [and] during normal business hours at [*address*] [and copies may be obtained from [*address*]].]

1. (a) Issuer: [Adecco Group AG/
Adecco International Financial Services B.V., with its corporate seat at Utrecht, The Netherlands/
Adecco Financial Services (North America), LLC]
- (b) Guarantor: Adecco Group AG]
2. (a) Series Number: []
- (b) Tranche Number: []
- (c) Date on which the Notes will be consolidated and form a single Series: [The Notes will be consolidated and form a single Series with [*identify earlier Tranches*] on [the Issue Date/the date that is 40 days after the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 25(a) below, which is expected to occur on or about [date]]]/[Not Applicable]
3. Specified Currency or Currencies: []
4. Aggregate Nominal Amount:
 - (a) Series: []
 - (b) Tranche: []
5. Issue Price: [] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] (*if applicable*)]
6. (a) Specified Denominations: [] / [] and integral multiples of [] in excess thereof up to and including []. No Notes in definitive form will be issued with a denomination above [].
- (b) Calculation Amount (in relation to calculation of interest in global form – see Conditions): []
7. (a) Issue Date: []
- (b) Interest Commencement Date: [*specify*/Issue Date/Not Applicable]
8. Maturity Date: []
[*Specify date or for Floating Rate Notes – Interest Payment Date falling in or nearest to [specify month and year]*]
9. Interest Basis: [[] per cent. Fixed Rate]
[[[] month [LIBOR/EURIBOR] +/- [] per cent. Floating Rate]
[Zero coupon]
10. Redemption/Payment Basis: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [] per cent. of their nominal amount.
11. Change of Interest Basis: [] / [Not Applicable]
12. Put/Call Options: [Investor Put]
[Change of Control Put]
[Issuer Call]
[Issuer Residual Call]

13. [Date [Board] approval for issuance of Notes obtained: [Not Applicable]
[(see paragraph 18, 19, 20, 21 below)]
[] [and []], respectively]]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. Fixed Rate Note Provisions: [Applicable/Not Applicable]
- (a) Rate(s) of Interest: [] per cent. per annum [payable annually/semi-annually/quarterly/[]] in arrear on each Interest Payment Date
- (b) Interest Payment Date(s): [[] in each year up to and including the Maturity Date]
- (c) Fixed Coupon Amount(s) for Notes in definitive form (and in relation to Notes in global form – see Conditions): [[] per Calculation Amount
- (d) Broken Amount(s) for notes in definitive form (and in relation to Notes in global form see Conditions): [] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [] / [Not Applicable]
- (e) Day Count Fraction: [30/360] / [Actual/Actual (ICMA)]
- (f) [Determination Date(s): [] in each year / [Not Applicable]
15. Floating Rate Note Provisions: [Applicable/Not Applicable]
- (a) Specified Period(s)/Specified Interest Payment Dates: [] [, subject to adjustment in accordance with the Business Day Convention set out in (b) below/, not subject to any adjustment, as the Business Day Convention in (b) below is specified to be Not Applicable]
- (b) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention] [Not Applicable]
- (c) Additional Business Centre(s): [] / [Not Applicable]
- (d) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination]
- (e) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Agent): [] / [Not Applicable]
- (f) Screen Rate Determination:
- Reference Rate: [] month [LIBOR/EURIBOR]
 - Interest Determination Date(s): []
 - Relevant Screen Page: []
- (g) ISDA Determination:
- Floating Rate Option: []
 - Designated Maturity: []
 - Reset Date: []
- (h) Linear Interpolation: [Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]

- (i) Margin(s): [+/-] [] per cent. per annum
- (j) Minimum Rate of Interest: [] per cent. per annum
- (k) Maximum Rate of Interest: [] per cent. per annum
- (l) Day Count Fraction: [Actual/Actual (ISDA)
Actual/365 (Fixed)
Actual/365 (Sterling)
Actual/360
[30/360] [360/360] [Bond Basis]
[30E/360] [Eurobond Basis]
30E/360 (ISDA)
[Applicable/Not Applicable]
16. Zero Coupon Note Provisions:
- (a) Accrual Yield: [] per cent. per annum
- (b) Reference Price: []
- (c) Day Count Fraction in relation to Early Redemption Amounts: [30/360]
[Actual/360]
[Actual/365]

PROVISIONS RELATING TO REDEMPTION

17. Notice periods for Condition 7.2: Minimum period: [30] [] days
Maximum period: [60] [] days
18. Issuer Call: [Applicable/Not Applicable]
- (a) Optional Redemption Date(s): []
- (b) Optional Redemption Amount: [[] per Calculation Amount/Make-Whole Amount]
- (i) Condition 7.6 applies: [Applicable/Not Applicable]
- (ii) Make-Whole Amount: [Applicable/Not Applicable]
- Quotation Time: []
 - Determination Date: []
 - Reference Bond: []
 - Redemption Margin: [[] per cent.] [None]
- (c) If redeemable in part: [Not Applicable]
- (i) Minimum Redemption Amount: [] per Calculation Amount
- (ii) Maximum Redemption Amount: [] per Calculation Amount
- (d) Notice periods: Minimum period: [15] [] days
Maximum period: [30] [] days
19. Investor Put: [Applicable/Not Applicable]
[Applicable/Not Applicable]
- (a) Optional Redemption Date(s): []
- (b) Optional Redemption Amount: [] per Calculation Amount
- (c) Notice periods: Minimum period: [15] [] days
Maximum period: [30] [] days
20. Change of Control Put: [Applicable/Not Applicable]

- Optional Redemption Amount: [] per Calculation Amount/Make-Whole Amount]
21. Issuer Residual Call: [Applicable/Not Applicable]
- Residual Call Redemption Dates: [Any day from and including the Issue Date to but excluding the Maturity Date][*For Floating Rate Notes – On any Interest Payment Date*][*Specify other*]
- Residual Call Early Redemption Amount: [] per Calculation Amount
- Notice periods: Minimum period: [15] [] days
Maximum period: [30] [] days
22. Final Redemption Amount: [] per Calculation Amount
23. Early Redemption Amount payable on redemption for taxation reasons or on event of default: [] per Calculation Amount
24. Tax Gross-Up: [Applicable²/Not Applicable]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

25. Form of Notes:
- (a) Form: [Bearer Notes
[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes only upon a Bearer Exchange Event]]
[Temporary Global Note exchangeable for Definitive Notes on and after the Exchange Date]
[Permanent Global Note exchangeable for Definitive Notes only upon a Bearer Exchange Event]
[Registered Notes
Registered Global Note exchangeable for definitive Registered Notes only upon a Registered Exchange Event]
- (b) [New Global Note: [Yes][No]]
26. Additional Financial Centre(s): [Not Applicable/*give details*]
27. Talons for future Coupons to be attached to Definitive Notes: [Yes as the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No]

[THIRD PARTY INFORMATION

[*Relevant third party information*] has been extracted from [*specify source*]. [Each of] [the] Issuer [and the Guarantor] confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [*specify source*], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

[Signed on behalf of [ADECCO GROUP AG/
ADECCO INTERNATIONAL FINANCIAL SERVICES B.V./ADECCO FINANCIAL SERVICES
(NORTH AMERICA), LLC]

By:]

Duly authorised

² Applicable in all cases, except where Adecco Group AG is the Issuer.

[Signed on behalf of **ADECCO GROUP AG**

By:]

Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (i) Listing and Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the London Stock Exchange’s Regulated Market and for listing on the Official List of the FCA with effect from [].]
- [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the London Stock Exchange’s Regulated Market and for listing on the Official List of the FCA) with effect from [].]
- (ii) Estimate of total expenses related to admission to trading: []

2. RATINGS

- Ratings: [The Notes to be issued [[have been]/[are expected to be]] rated]/[The following ratings reflect ratings assigned to Notes of this type issued under the Programme generally]:
- [insert details]] by [insert the legal name of the relevant credit rating agency entity(ies) and associated defined terms].
- [Need to include a brief explanation of the meaning of the ratings if this has been previously been published by the rating provider.]

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for any fees payable to the Managers/Dealer[s], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The Managers/Dealer[s] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the relevant Issuer, the Guarantor and their affiliates in the ordinary course of business – Amend as appropriate if there are other interests]

4. REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS

- (i) Reasons for the offer: [See “Use of Proceeds” in the Base Prospectus] / [Give details]
- (ii) Estimated net proceeds: []

5. YIELD (Fixed Rate Notes only)

- Indication of yield: []
- The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

6. OPERATIONAL INFORMATION

- (i) ISIN: []
- (ii) Common Code: []
- (iii) CFI: [[], as updated, as set out on the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]

- (iv) FISN: [[], as updated, as set out on the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
- (v) Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s): [Not Applicable/*give name(s) and number(s)*]
- (vi) Delivery: Delivery [against/free of] payment
- (vii) Names and addresses of additional Paying Agent(s) (if any): []
- (viii) Intended to be held in a manner which would allow Eurosystem eligibility [Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper [, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]
- [No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them, the Notes may then be deposited with one of the ICSDs as common safekeeper [, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]
- (ix) U.S. Selling Restrictions: [Reg. S Compliance Category 2; TEFRA C/TEFRA D/TEFRA not applicable]
- (x) Prohibition of Sales to Belgian Consumers: [Applicable/Not Applicable]

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions of the Notes which will be incorporated by reference into each Global Note (as defined below) and each definitive Note, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the relevant Issuer and the relevant Dealer at the time of issue but, if not so permitted and agreed, such definitive Note will have endorsed thereon or attached thereto such Terms and Conditions. The applicable Final Terms in relation to any Tranche of Notes will specify other terms and conditions which shall, to the extent so specified, complete the following Terms and Conditions for the purpose of such Notes. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and definitive Note. Reference should be made to "Form of Final Terms" for a description of the content of Final Terms which will specify which of such terms are to apply in relation to the relevant Notes.

This Note is one of a Series (as defined below) of Notes issued by Adecco International Financial Services B.V. (**AIFS**), Adecco Financial Services (North America), LLC (**AFS**) or Adecco Group AG (**Adecco** and, together with AIFS and AFS, the **Issuers** and each an **Issuer**) constituted by a Trust Deed dated 9 April 2009 as supplemented from time to time and made between the Issuers, Adecco as guarantor (the **Guarantor**) and BNY Mellon Corporate Trustee Services Limited (the **Trustee**, which expression shall include any successor as Trustee) (such Trust Deed as modified and/or supplemented and/or restated from time to time, the **Trust Deed**).

References herein to the **relevant Issuer** shall be references to whichever of Adecco, AIFS or AFS is specified as Issuer in the applicable Final Terms (as defined below).

References herein to the **Notes** shall be references to the Notes of this Series and shall mean:

- (a) in relation to any Notes represented by a global Note (a **Global Note**), units of each Specified Denomination in the Specified Currency;
- (b) any Global Note;
- (c) any definitive Notes in bearer form (**Bearer Notes**) issued in exchange for a Global Note in bearer form; and
- (d) any definitive Notes in registered form (**Registered Notes**) (whether or not issued in exchange for a Global Note in registered form).

The Notes and the Coupons (as defined below) have the benefit of an Amended and Restated Agency Agreement (such Agency Agreement as amended and/or supplemented and/or restated from time to time, the **Agency Agreement**) dated 10 November 2017 and made between the Issuers, the Guarantor, the Trustee, The Bank of New York Mellon as issuing and principal paying agent and agent bank (the **Agent** or the **Principal Paying Agent**, which expression shall include any successor agent), The Bank of New York Mellon SA/NV, Luxembourg Branch as registrar (the **Registrar**, which expression shall include any successor registrar) and the other paying agents named therein (together with the Agent, the **Paying Agents**, which expression shall include any additional or successor paying agents).

Interest bearing definitive Notes have interest coupons (**Coupons**) and, in the case of Notes which, when issued in definitive form, have more than 27 interest payments remaining, talons for further Coupons (**Talons**) attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Registered Notes and Global Notes do not have Coupons or Talons attached on issue.

The final terms for this Note (or the relevant provisions thereof) are set out in Part A of the Final Terms attached to or endorsed on this Note which complete these Terms and Conditions (the **Conditions**) and may specify other terms and conditions which shall, to the extent so specified, complete the Conditions for the purposes of this Note. References to the **applicable Final Terms** are to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Note. The expression **Prospectus Regulation** means Regulation (EU) 2017/1129.

The payment of all amounts in respect of this Note (except where the relevant Issuer is Adecco) have been guaranteed by the Guarantor pursuant to a guarantee (such Guarantee as modified and/or supplemented and/or restated from time to time, the **Guarantee**) contained in the Trust Deed. If the relevant Issuer is Adecco, references herein to Guarantor and Guarantee, and related expressions, are not applicable.

The Trustee acts for the benefit of the holders for the time being of the Notes (the **Noteholders**, which expression shall, in relation to any Notes represented by a Global Note, be construed as provided below) and the holders of the Coupons (the **Couponholders**, which expression shall, unless the context otherwise requires, include the holders of the Talons), in accordance with the provisions of the Trust Deed.

Any reference to **Noteholders** or **holders** in relation to any Notes shall mean (in the case of Bearer Notes) the bearers for the time being of the Notes and (in the case of Registered Notes) the persons in whose name the Notes for the time being are registered and shall, in relation to any Notes represented by a Global Note, be construed as provided below.

As used herein, **Tranche** means Notes which are identical in all respects (including as to listing and admission to trading) and **Series** means a Tranche of Notes together with any further Tranche or Tranches of Notes which (a) are expressed to be consolidated and form a single series and (b) have the same terms and conditions or terms and conditions which are the same in all respects save for the Issue Date, the Issue Price, the amount and date of the first payment of interest thereon and the date from which interest starts to accrue.

Copies of the Trust Deed and the Agency Agreement are available for inspection during normal business hours at the registered office for the time being of the Trustee being at One Canada Square, London, E14 5AL and at the specified office of each of the Paying Agents and the Registrar. If the Notes are to be admitted to trading on the regulated market of the London Stock Exchange the applicable Final Terms will be published on the website of the London Stock Exchange through a regulatory information service. The Noteholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Trust Deed, the Agency Agreement and the applicable Final Terms which are applicable to them. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed and the Agency Agreement.

Words and expressions defined in the Trust Deed, the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in the Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Trust Deed and the Agency Agreement, the Trust Deed will prevail and, in the event of inconsistency between the Trust Deed or the Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail.

In the Conditions, **euro** means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended

1. FORM, DENOMINATION AND TITLE

The Notes are in bearer form or registered form and, in the case of definitive Notes, serially numbered, in the currency (the **Specified Currency**) and the denominations (the **Specified Denomination(s)**) specified in the applicable Final Terms. Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination. Bearer Notes may not be exchanged for Registered Notes and *vice versa*. This Note may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms. AFS may only issue Notes in registered form for U.S. federal income tax purposes.

Definitive Notes are issued with Coupons attached, unless they are Zero Coupon Notes in which case references to Coupons and Couponholders in the Conditions are not applicable.

Subject as set out below, title to the bearer Notes and Coupons will pass by delivery and title to the Registered Notes will pass upon registration of transfers in accordance with the provisions of the Agency Agreement. The relevant Issuer, the Guarantor, the Paying Agents and the Trustee will (except as otherwise required by law) deem and treat the bearer of any bearer Note or Coupon and the registered holder of any Registered Note as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Note, without prejudice to the provisions set out in the next succeeding paragraph.

For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear Bank SA/NV (**Euroclear**) and/or Clearstream Banking S.A. (**Clearstream, Luxembourg**), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the relevant Issuer, the Guarantor, the Paying Agents and the Trustee as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose the bearer of the relevant **Bearer Global Note** or the registered holder of the relevant **Registered Global Note** shall be treated by the relevant Issuer, the Guarantor, any Paying Agent and the Trustee as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions **Noteholder** and **holder of Notes** and related expressions shall be construed accordingly. In determining whether a particular person is entitled to a particular nominal amount of notes as aforesaid, the Trustee may

rely on such evidence and/or information and/or certification as it shall, in its absolute discretion, think fit and, if it does so rely, such evidence and/or information and/or certification shall, in the absence of manifest error, be conclusive and binding on all concerned.

Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear and Clearstream, Luxembourg, as the case may be. References to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms or as may otherwise be approved by the relevant Issuer, the Agent and the Trustee.

2. TRANSFERS OF REGISTERED NOTES

2.1 Transfers of interests in Registered Global Notes

Transfers of beneficial interests in Registered Global Notes will be effected by Euroclear or Clearstream, Luxembourg, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests. A beneficial interest in a Registered Global Note will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for Notes in definitive form or for a beneficial interest in another Registered Global Note only in the Specified Denominations set out in the applicable Final Terms and only in accordance with the rules and operating procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be, and in accordance with the terms and conditions specified in the Agency Agreement.

2.2 Transfers of Registered Notes in definitive form

Subject as provided in paragraph 2.5 below, upon the terms and subject to the conditions set forth in the Agency Agreement, a Registered Note in definitive form may be transferred in whole or in part (in the Specified Denominations set out in the applicable Final Terms). In order to effect any such transfer (i) the holder or holders must (A) surrender the Registered Note for registration of the transfer of the Registered Note (or the relevant part of the Registered Note) at the specified office of the Registrar or any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorised in writing and (B) complete and deposit such other certifications as may be required by the Registrar or, as the case may be, the relevant Transfer Agent and (ii) the Registrar or, as the case may be, the relevant Transfer Agent must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such reasonable regulations as the Issuer and the Registrar may from time to time prescribe (the initial such regulations being set out in Schedule 3 to the Agency Agreement). Subject as provided above, the Registrar or, as the case may be, the relevant Transfer Agent will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar or, as the case may be, the relevant Transfer Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail, to such address as the transferee may request, a new Registered Note in definitive form of a like aggregate nominal amount to the Registered Note (or the relevant part of the Registered Note) transferred. In the case of the transfer of part only of a Registered Note in definitive form, a new Registered Note in definitive form in respect of the balance of the Registered Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor.

2.3 Costs of registration

Noteholders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by regular uninsured mail and except that the relevant Issuer may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration.

2.4 Exchanges and transfers of Registered Notes generally

Holders of Registered Notes in definitive form may exchange such Notes for interests in a Registered Global Note of the same type at any time.

3. STATUS OF THE NOTES AND THE GUARANTEE

3.1 Status of the Notes

The Notes and any relative Coupons constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 4) unsecured obligations of the relevant Issuer and rank *pari passu* among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the relevant Issuer, from time to time outstanding.

3.2 Status of the Guarantee

The payment of principal and interest in respect of the Notes and all other moneys payable by the Issuer under or pursuant to the Trust Deed (except where the relevant Issuer is Adecco) has been unconditionally and irrevocably guaranteed by the Guarantor in the Trust Deed. The obligations of the Guarantor under the Guarantee are direct, unconditional, unsubordinated and (subject to the provisions of Condition 4) unsecured obligations of the Guarantor and (save for certain obligations required to be preferred by law) rank equally with all other unsecured obligations (other than subordinated obligations, if any) of the Guarantor, from time to time outstanding.

4. NEGATIVE PLEDGE

So long as any Note or Coupon remains outstanding (as defined in the Trust Deed), neither the relevant Issuer nor the Guarantor will, and the Issuer and the Guarantor will procure that no other Subsidiary (as defined in the Trust Deed) of it will, create or have outstanding any mortgage, charge, pledge, lien or other form of encumbrance or security interest upon the whole or any part of its undertaking, property, assets or revenues, present or future (including any uncalled capital), to secure any Relevant Debt of itself or another (or to secure any guarantee or indemnity in respect of any Relevant Debt of itself or another) unless, at the same time or prior thereto, the relevant Issuer's or, as the case may be, the Guarantor's obligations under the Notes (in the case of an Issuer), the Guarantee (in the case of the Guarantor) and the Trust Deed (in both cases) (a) are secured equally and rateably therewith by such encumbrance or security interest to the satisfaction of the Trustee, or (b) have the benefit of such other security, guarantee, indemnity or other arrangement as the Trustee in its absolute discretion shall deem to be not materially less beneficial to the Noteholders or as shall be approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Noteholders.

For the purposes of this Condition, **Relevant Debt** means any present or future indebtedness in the form of, or represented or evidenced by, notes, bonds, debentures or other securities which in connection with their initial distribution are or are intended to be quoted, listed or traded on any stock exchange, over-the-counter or other securities market.

5. INTEREST

5.1 Interest on Fixed Rate Notes

This Condition 5.1 applies to Fixed Rate Notes only. The applicable Final Terms contains provisions applicable to the determination of fixed rate interest and must be read in conjunction with this Condition 5.1 for full information on the manner in which interest is calculated on Fixed Rate Notes. In particular, the applicable Final Terms will specify the Interest Commencement Date, the Rate(s) of Interest, the Interest Payment Date(s), the Maturity Date, the Fixed Coupon Amount, any applicable Broken Amount, the Calculation Amount, the Day Count Fraction and any applicable Determination Date.

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

If the Notes are in definitive form, except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

As used in the Conditions, **Fixed Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

Except in the case of Notes in definitive form where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

(A) in the case of Fixed Rate Notes which are (i) represented by a Global Note or (ii) Registered Notes in definitive form, the aggregate outstanding nominal amount of (a) the Fixed Rate Notes represented by such Global Note or (b) such Registered Notes; or

(B) in the case of Fixed Rate Notes which are Bearer Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction. The resultant figure (including after application of any Fixed Coupon Amount or Broken Amount, as applicable, to the aggregate outstanding nominal amount of Fixed Rate Notes which are Registered Notes in definitive form or the Calculation Amount in the case of Fixed Rate Notes which are Bearer Notes in definitive form) shall be rounded to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Note which is a Bearer Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

Day Count Fraction means, in respect of the calculation of an amount of interest in accordance with this Condition 5.1:

(a) if “Actual/Actual (ICMA)” is specified in the applicable Final Terms:

(i) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (A) the number of days in such Determination Period and (B) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or

(ii) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:

(A) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(B) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(b) if “30/360” is specified in the applicable Final Terms, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360.

In the Conditions:

Determination Period means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and

sub-unit means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, one cent.

5.2 Interest on Floating Rate Notes

(a) Interest Payment Dates

Each Floating Rate Note bears interest from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

(i) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or

(ii) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Interest Payment Date, an **Interest Payment**

Date) which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period. In the Conditions, **Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (A) in any case where Specified Periods are specified in accordance with Condition 5.2(a)(ii) above, the Floating Rate Convention, such Interest Payment Date (a) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (ii) below shall apply *mutatis mutandis* or (b) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (B) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (C) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (D) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In the Conditions, **Business Day** means a day which is both:

- (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and each Additional Business Centre specified in the applicable Final Terms; and
- (b) either (i) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (ii) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System (the **TARGET2 System**) is open.

(b) Rate of Interest

The Rate of Interest payable from time to time in respect of Floating Rate Notes will be determined in the manner specified in the applicable Final Terms.

(i) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this subparagraph (i), **ISDA Rate** for an Interest Period means a rate equal to the Floating Rate that would be determined by the Agent under an interest rate swap transaction if the Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes (the **ISDA Definitions**) and under which:

- (A) the Floating Rate Option is as specified in the applicable Final Terms;
- (B) the Designated Maturity is a period specified in the applicable Final Terms; and

(C) the relevant Reset Date is the day specified in the applicable Final Terms.

For the purposes of this subparagraph (i), **Floating Rate, Calculation Agent, Floating Rate Option, Designated Maturity and Reset Date** have the meanings given to those terms in the ISDA Definitions.

(ii) Screen Rate Determination for Floating Rate Notes

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject to Condition 5.2(f) and as provided below, be either:

(A) the offered quotation; or

(B) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate (being either LIBOR or EURIBOR, as specified in the applicable Final Terms) which appears or appear, as the case may be, on the Relevant Screen Page (or any successor or replacement page, section, caption, column or other part of a particular information service) as at 11.00 a.m. (London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the Relevant Screen Page is not available or if, in the case of subclause 5.2(b)(ii)(A), no offered quotation appears or, in the case of subclause 5.2(b)(ii)(B), fewer than three offered quotations appear, in each case as at the Specified Time, the Principal Paying Agent shall request each of the Reference Banks to provide the Principal Paying Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Principal Paying Agent with offered quotations, the Rate of Interest for the Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Principal Paying Agent.

If on any Interest Determination Date one only or none of the Reference Banks provides the Principal Paying Agent with an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Principal Paying Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Principal Paying Agent by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Specified Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the London inter-bank market (if the Reference Rate is LIBOR) or the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Principal Paying Agent with offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuers suitable for the purpose) informs the Principal Paying Agent it is quoting to leading banks in the London inter-bank market (if the Reference Rate is LIBOR) or the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) plus or minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

Unless otherwise stated in the applicable Final Terms, the Minimum Rate of Interest for Floating Rate Notes shall be deemed to be zero.

As used in this Condition 5.2(b), **Reference Banks** means, in the case of a determination of LIBOR, the principal London office of four major banks in the London inter-bank market and, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, in each case selected by the Principal Paying Agent

(c) Minimum Rate of Interest and/or Maximum Rate of Interest

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(d) Determination of Rate of Interest and calculation of Interest Amounts

The Agent will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Agent will calculate the amount of interest (the **Interest Amount**) payable on the Floating Rate Notes for the relevant Interest Period by applying the Rate of Interest to:

(A) in the case of Floating Rate Notes which are (i) represented by a Global Note or (ii) Registered Notes in definitive form, the aggregate outstanding nominal amount of (a) the Notes represented by such Global Note or (b) such Registered Notes; or

(B) in the case of Floating Rate Notes which are Bearer Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Note which is a Bearer Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

Day Count Fraction means, in respect of the calculation of an amount of interest in accordance with this Condition 5.2:

(i) if “Actual/Actual (ISDA)” or “Actual/Actual” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);

(ii) if “Actual/365 (Fixed)” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;

(iii) if “Actual/365 (Sterling)” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;

(iv) if “Actual/360” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;

(v) if “30/360”, “360/360” or “Bond Basis” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y₁” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y₂” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M₁” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M₂” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“D₁” is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D₁ will be 30; and

“D₂” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;

- (vi) if “30E/360” or “Eurobond Basis” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y₁” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y₂” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M₁” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M₂” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“D₁” is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D₁ will be 30; and

“D₂” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D₂ will be 30;

- (vii) if “30E/360 (ISDA)” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y₁” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y₂” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M₁” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M₂” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“D₁” is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D₁ will be 30; and

“D₂” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D₂ will be 30.

(e) Linear Interpolation

Where Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified as applicable in the applicable Final Terms) or the relevant Floating Rate Option

(where ISDA Determination is specified as applicable in the applicable Final Terms), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period provided however that if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Agent shall determine such rate at such time and by reference to such sources as the Issuer (in consultation with an independent financial institution or an independent financial adviser with the appropriate expertise appointed by the Issuer) shall determine as appropriate for such purposes.

Designated Maturity means, (i) in relation to Screen Rate Determination, the period of time designated in the Reference Rate, and (ii) in relation to the ISDA Determination the Designated Maturity as specified in the applicable Final Terms.

(f) Benchmark Discontinuation

(i) Independent Adviser

Notwithstanding the foregoing provisions of this Condition 5.2, if a Benchmark Event occurs in relation to an Original Reference Rate at any time when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, the relevant Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 5.2(f)(ii)) and, in either case, an Adjustment Spread if any (in accordance with Condition 5.2(f)(iii)) and any Benchmark Amendments (in accordance with Condition 5.2(f)(iv)).

In making such determination, the Independent Adviser appointed pursuant to this Condition 5.2(f) shall act in good faith and in a commercially reasonable manner as an expert. In the absence of wilful default, bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the relevant Issuer, the Guarantor, the Trustee, the Paying Agents, the Noteholders or the Couponholders for any determination made by it, pursuant to this Condition 5.2(f).

If, following the occurrence of a Benchmark Event, (i) the relevant Issuer is unable to appoint an Independent Adviser; or (ii) the Independent Adviser appointed by the relevant Issuer fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 5.2(f) prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Period shall be determined by reference to the Original Reference Rate for the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. For the avoidance of doubt, this paragraph shall apply to the determination of the Rate of Interest applicable to the next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 5.2(f).

(ii) Successor Rate or Alternative Rate

If the Independent Adviser determines that:

- (a) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 5.2(f)(iii)) subsequently be used in place of the Original Reference Rate to determine the Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the subsequent operation of this Condition 5.2(f)); or
- (b) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 5.2(f)(iii)) subsequently be used in place of the Original Reference Rate to determine the Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the subsequent operation of this Condition 5.2(f)).

(iii) Adjustment Spread

If the Independent Adviser determines (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread

shall be applied to the Successor Rate or the Alternative Rate (as the case may be). If the Independent Adviser is unable to determine the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Successor Rate or Alternative Rate (as the case may be) will be used as described in Condition 5.2(f)(ii) without application of any Adjustment Spread (subject to the subsequent operation of, and to adjustment as provided in, this Condition 5.2(f)).

(iv) **Benchmark Amendments**

If any Successor Rate, Alternative Rate or Adjustment Spread, as the case may be, is determined in accordance with this Condition 5.2(f) and the Independent Adviser determines (i) that amendments to these Conditions (including, but not limited to, the Day Count Fraction, Relevant Screen Page, Additional Financial Centre, Business Day Convention, Interest Determination Date and/or the definition of the Original Reference Rate applicable to the Notes, and/or the method for determining the fallback to the Original Reference Rate in relation to the Notes), the Agency Agreement and/or the Trust Deed are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread, as the case may be (such amendments, the **Benchmark Amendments**) and (ii) the terms of the Benchmark Amendments, then the relevant Issuer shall, subject to giving notice thereof in accordance with Condition 5.2(f)(v), without any requirement for the consent or approval of Noteholders or the Couponholders, vary these Conditions, the Agency Agreement and/or the Trust Deed to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the relevant Issuer, but subject to receipt by the Trustee and the Agent of a certificate signed by two Authorised Signatories (as defined in the Trust Deed) of the relevant Issuer pursuant to Condition 5.2(f)(v), the Trustee and the Agent shall (at the expense of the relevant Issuer), without any requirement for the consent or approval of the Noteholders, be obliged to concur with the relevant Issuer in effecting any Benchmark Amendments (including, *inter alia*, by the execution of a deed or agreement supplemental to or amending the Trust Deed and/or the Agency Agreement), provided that neither the Trustee nor the Agent shall be obliged to concur if, in the opinion of the Trustee or the Agent, as applicable, doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee or the Agent, as applicable, in these Conditions, the Trust Deed or the Agency Agreement (including, for the avoidance of doubt, any supplemental trust deed or supplemental agency agreement) in any way.

(v) **Notices, etc.**

Any Successor Rate, Alternative Rate, Adjustment Spread, if applicable, and the specific terms of any Benchmark Amendments, determined under this Condition 5.2(f) will be notified promptly by the relevant Issuer to the Trustee, the Paying Agents, any other party specified in the applicable Final Terms as being responsible for calculating the Rate of Interest and, in accordance with Condition 14, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

Prior to any Benchmark Amendments taking effect and no later than notifying the Trustee of the same, the relevant Issuer shall deliver to the Trustee a certificate signed by two Authorised Signatories of the relevant Issuer:

- (a) confirming (i) that a Benchmark Event has occurred, (ii) the Successor Rate or, as the case may be, the Alternative Rate, (iii) where applicable, any Adjustment Spread and (iv) where applicable, the specific terms of any Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 5.2(f); and
- (b) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread, if applicable.

The Trustee and the Agent shall be entitled to rely on such certificate (without enquiry or liability to any person) as sufficient evidence thereof. For the avoidance of doubt, each of the Trustee and the Agent shall not be liable to the Noteholders, the Couponholders or any other person for so acting or relying on such certificate, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person. The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such

certificate will (in the absence of wilful default, manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Trustee's and the Agent's ability to rely on such certificate as aforesaid) be binding on the relevant Issuer, the Trustee, the Paying Agents, any other party specified in the applicable Final Terms as being responsible for calculating the Rate of Interest, the Noteholders and the Couponholders.

(vi) **Survival of the Original Reference Rate**

Without prejudice to the obligations of the relevant Issuer under Conditions 5.2(f)(i) to 5.2(f)(iv), the Original Reference Rate and the fallback provisions provided for in Condition 5.2(b)(ii) will continue to apply unless and until a Benchmark Event has occurred.

(vii) **Definitions:**

As used in this Condition 5.2(f):

Adjustment Spread means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser determines is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders and Couponholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- (a) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (b) in the case of a Successor Rate for which no such recommendation as referred to in (a) above has been made or, in the case of an Alternative Rate, the Independent Adviser determines, is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital market transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or
- (c) in the case that the Independent Adviser determines that no such spread is customarily applied, the Independent Adviser determines is recognised or acknowledged as being in customary market usage in international debt capital market transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be).

Alternative Rate means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 5.2(f)(ii) has replaced the relevant Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) in respect of bonds denominated in the same Specified Currency as the Notes and with an interest period of comparable duration to the relevant Interest Period or, if the Independent Adviser determines that there is no such rate, such other rate as the Independent Adviser determines in its sole discretion is most comparable to the relevant Original Reference Rate.

Benchmark Amendments has the meaning given to it in Condition 5.2(f)(iv).

Benchmark Event means, with respect to an Original Reference Rate:

- (a) such Original Reference Rate ceasing to be published or administered for a period of at least 5 Business Days or ceasing to exist; or
- (b) a public statement by the administrator of such Original Reference Rate that it has ceased or that it will cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of such Original Reference Rate); or
- (c) a public statement by the supervisor of the administrator of such Original Reference Rate that such Original Reference Rate has been or will be permanently or indefinitely discontinued; or

- (d) a public statement by the supervisor of the administrator of such Original Reference Rate as a consequence of which such Original Reference Rate will be prohibited from being used either generally, or in respect of the Notes, or that its use will be subject to restrictions or adverse consequences, in each case on or before a specified date; or
- (e) it has, or will prior to the next Interest Determination Date, become unlawful for any Paying Agent, the relevant Issuer or other party specified in the applicable Final Terms as being responsible for calculating the Rate of Interest to calculate any payments due to be made to any Noteholder or Couponholder using the Original Reference Rate; or
- (f) a public statement by the regulatory supervisor for the administrator of such Original Reference Rate announcing that such Original Reference Rate is no longer representative or may no longer be used.

Independent Adviser means an independent financial institution of international repute or an independent financial adviser with appropriate expertise in the international debt capital markets appointed by the relevant Issuer, at its own expense, under Condition 5.2(f)(i).

Original Reference Rate means the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) in respect of any Interest Period(s) on the Notes.

Relevant Nominating Body means, in respect of an Original Reference Rate:

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

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

(g) Notification of Rate of Interest and Interest Amounts

The Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the relevant Issuer, the Trustee and any stock exchange on which the relevant Floating Rate Notes are for the time being listed (by no later than the first day of each Interest Period) and notice thereof to be published in accordance with Condition 14 as soon as possible after their determination but in no event later than the fourth London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will promptly be notified to each stock exchange on which the relevant Floating Rate Notes are for the time being listed and to the Noteholders in accordance with Condition 14. For the purposes of this paragraph, the expression **London Business Day** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in London.

(h) Determination or Calculation by the Issuer

If for any reason at any relevant time the Agent defaults in its obligation to determine the Rate of Interest or in its obligation to calculate any Interest Amount in accordance with subparagraph (b)(i) or subparagraph (b)(ii) above, as the case may be, and in each case in accordance with paragraph (d) and (e) above, the relevant Issuer shall appoint an Independent Financial Adviser to determine the Rate of Interest at such rate as (having such regard as it shall think fit to the foregoing provisions of this Condition, but subject always to any Minimum Rate of Interest or Maximum Rate of Interest specified in the applicable Final Terms) it shall deem fair and reasonable in all the circumstances or, as the case may be, the Independent Financial Adviser shall calculate the Interest Amount(s) in such manner as it shall deem fair and reasonable in all the circumstances and each such determination or calculation shall be deemed to have been made by the Agent.

Independent Financial Adviser means an independent financial institution of international repute or an independent financial adviser with appropriate expertise in the international debt capital markets appointed by the relevant Issuer to determine the Rate of Interest or Interest Amount(s) pursuant to this Condition 5.2(h).

(i) Certificates to be final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5.2, by the Agent, the Independent Adviser or the Independent Financial Adviser, as the case may be, shall (in the absence of wilful default, bad faith or manifest error and without prejudice to the Trustee's and the Agent's ability to rely without enquiry or liability on any certificate provided to it by the relevant Issuer pursuant to Condition 5.2(f)(v)) be binding on the relevant Issuer, the Guarantor, the Agent, the other Paying Agents and all Noteholders and Couponholders and (in the absence of wilful default or bad faith) no liability to the Issuer, the Guarantor, the Noteholders or the Couponholders shall attach to the Agent, the Independent Adviser, the Independent Financial Adviser or the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

5.3 Accrual of interest

Each Note will cease to bear interest (if any) from the date for its redemption unless, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

- (a) the date on which all amounts due in respect of such Note have been paid; and
- (b) as provided in the Trust Deed.

6. PAYMENTS

6.1 Method of payment

Subject as provided below:

- (a) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively); and
- (b) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee.

Payments will be subject in all cases to any fiscal or other laws, regulations and directives applicable thereto in the place of payment or other laws to which the relevant Issuer, the Guarantor, or its Agents agree to be subject and the relevant Issuer, the Guarantor and its Agents shall not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements, but without prejudice to the provisions of Condition 8.

6.2 Presentation of definitive Bearer Notes and Coupons

Payments of principal in respect of definitive Notes will (subject as provided below) be made in the manner provided in Condition 6.1 above only against presentation and surrender of definitive Notes, and payments of interest in respect of definitive Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia and its possessions)).

Fixed Rate Notes in definitive form (other than Long Maturity Notes (as defined below) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 8) in respect of such principal (whether or not such Coupon would

otherwise have become void under Condition 9) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Note in definitive form becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note or Long Maturity Note in definitive form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. A **Long Maturity Note** is a Fixed Rate Note (other than a Fixed Rate Note which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon provided that such Note shall cease to be a Long Maturity Note on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the nominal amount of such Note.

If the due date for redemption of any definitive Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant definitive Note.

6.3 Payments in respect of Bearer Global Notes

Payments of principal and interest (if any) in respect of bearer Notes represented by any Global Note will (subject as provided below) be made in the manner specified above in relation to definitive Notes or otherwise in the manner specified in the relevant Global Note, where applicable against presentation or surrender, as the case may be, of such Global Note at the specified office of any Paying Agent outside the United States. A record of each payment made distinguishing between any payment of principal and any payment of interest, will be made on such Global Note either by the Paying Agent to which it was presented or in the records of Euroclear and Clearstream, Luxembourg, as applicable.

6.4 Payments in respect of Registered Notes

Payments of principal in respect of each Registered Note (whether or not in global form) will be made against presentation and surrender of the Registered Note at the specified office of the Registrar or any of the Paying Agents. Such payments will be made by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Note appearing in the register of holders of the Registered Notes maintained by the Registrar (the **Register**) (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date. Notwithstanding the previous sentence, if (i) a holder does not have a Designated Account or (ii) the principal amount of the Notes held by a holder is less than EUR 1,000,000 (or its approximate equivalent in any other Specified Currency), payment will instead be made by a cheque in the Specified Currency drawn on a Designated Bank (as defined below). For these purposes, **Designated Account** means the account (which, in the case of a payment in Japanese yen to a non-resident of Japan, shall be a non-resident account) maintained by a holder with a Designated Bank and identified as such in the Register and **Designated Bank** means (in the case of payment in a Specified Currency other than euro) a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be (i) Sydney or (ii) Auckland or Wellington, respectively) and (in the case of a payment in euro) any bank which processes payments in euro.

Payments of interest in respect of each Registered Note (whether or not in global form) will be made by a cheque in the Specified Currency drawn on a Designated Bank and mailed by uninsured mail on the business day in the city where the specified office of the Registrar is located immediately preceding the relevant due date to the holder (or the first named of joint holders) of the Registered Note appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the fifteenth day (whether or not such fifteenth day is a business day) before the relevant due date (the **Record Date**) at his address shown in the Register on the Record Date and at his risk. Upon application of the holder to the specified office of the Registrar not less than three business days in the city where the specified office of the Registrar is located before the due date for any payment of interest in respect of a Registered Note, the payment may be made by transfer on the due date in the manner provided in the preceding paragraph. Any such application for transfer shall be deemed to relate to all future

payments of interest (other than interest due on redemption) in respect of the Registered Notes which become payable to the holder who has made the initial application until such time as the Registrar is notified in writing to the contrary by such holder. Payment of the interest due in respect of each Registered Note on redemption will be made in the same manner as payment of the principal amount of such Registered Note.

Holders of Registered Notes will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Note as a result of a cheque posted in accordance with this Condition arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by the Registrar in respect of any payments of principal or interest in respect of the Registered Notes.

None of the Issuers, the Guarantor or the Paying Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

6.5 General provisions applicable to payments

The holder of a Global Note shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the relevant Issuer or, as the case may be, the Guarantor will be discharged by payment to, or to the order of, the holder of such Global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the beneficial holder of a particular nominal amount of Notes represented by such Global Note must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for his share of each payment so made by the relevant Issuer or, as the case may be, the Guarantor to, or to the order of, the holder of such Global Note.

Notwithstanding the foregoing provisions of this Condition, if any amount of principal and/or interest in respect of Notes is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of such Notes will be made at the specified office of a Paying Agent in the United States if:

- (a) the relevant Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Notes in the manner provided above when due;
- (b) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and
- (c) such payment is then permitted under United States law without involving, in the opinion of the relevant Issuer and the Guarantor, adverse tax consequences to the relevant Issuer or the Guarantor.

6.6 Payment Day

If the date for payment of any amount in respect of any Note or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, **Payment Day** means any day which (subject to Condition 9) is:

- (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
 - (i) in the case of Notes in definitive form only, the relevant place of presentation; and
 - (ii) each Additional Financial Centre specified in the applicable Final Terms;
- (b) either (A) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (B) in relation to any sum payable in euro, a day on which the TARGET2 System is open.

6.7 Interpretation of principal and interest

Any reference in the Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

- (a) any additional amounts which may be payable with respect to principal under Condition 8 or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed;
- (b) the Final Redemption Amount of the Notes;
- (c) the Early Redemption Amount of the Notes;
- (d) the Optional Redemption Amount(s) (if any) of the Notes; and
- (e) any premium and any other amounts (other than interest) which may be payable by the relevant Issuer under or in respect of the Notes.

Any reference in the Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 8 or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed.

7. REDEMPTION AND PURCHASE

7.1 Redemption at maturity

Unless previously redeemed or purchased and cancelled as specified below, each Note will be redeemed by the relevant Issuer at its Final Redemption Amount specified in the applicable Final Terms in the relevant Specified Currency on the Maturity Date specified in the applicable Final Terms.

7.2 Redemption for tax reasons

Subject to Condition 7.6, the Notes may be redeemed at the option of the relevant Issuer in whole, but not in part, at any time (if this Note is not a Floating Rate Note) or on any Interest Payment Date (if this Note is a Floating Rate Note), on giving not less than the minimum period and not more than the maximum period of notice specified in the applicable Final Terms to the Trustee and the Agent and, in accordance with Condition 14, the Noteholders (which notice shall be irrevocable), if the relevant Issuer satisfies the Trustee immediately before the giving of such notice that:

- (a) on the occasion of the next payment due under the Notes, the relevant Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8 or the Guarantor would be unable for reasons outside its control to procure payment by the relevant Issuer and in making payment itself would be required to pay such additional amounts, in each case as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 8) or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes; and
- (b) such obligation cannot be avoided by the relevant Issuer or, as the case may be, the Guarantor taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the relevant Issuer or, as the case may be, the Guarantor would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

Prior to the publication of any notice of redemption pursuant to this Condition, the relevant Issuer shall deliver to the Trustee a certificate signed by two Authorised Signatories of the relevant Issuer or, as the case may be, of the Guarantor stating that the requirement referred to in (a) above cannot be avoided by the Issuer or, as the case may be, the Guarantor taking reasonable measures available to it and the Trustee shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Noteholders and the Couponholders.

Notes redeemed pursuant to this Condition 7.2 will be redeemed at their Early Redemption Amount referred to in Condition 7.6 below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

7.3 Redemption at the option of the relevant Issuer (Issuer Call)

If Issuer Call is specified as being applicable in the applicable Final Terms, the relevant Issuer may, having given not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms to the Noteholders in accordance with Condition 14 (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in the

applicable Final Terms (which may be the Early Redemption Amount as described in Condition 7.6) together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the applicable Final Terms.

The Optional Redemption Amount will either be the specified percentage of the nominal amount of the Notes stated in the applicable Final Terms or, If Make-Whole Amount is specified in the applicable Final Terms as the Optional Redemption Amount, the Optional Redemption Amount per Note shall be equal to the higher of the following, in each case together with interest accrued to but excluding the relevant Optional Redemption Date(s):

- (a) the nominal amount of the Note; and
- (b) the nominal amount of the Note multiplied by the price (as reported in writing to the Issuer and the Trustee by an independent financial adviser (the **Financial Adviser**) appointed by the Issuer and approved by the Trustee) expressed as a percentage (rounded to the fifth decimal place, 0.000005 being rounded upwards) at which the Gross Redemption Yield on the Notes on the Determination Date specified in the applicable Final Terms is equal to the Gross Redemption Yield at the Quotation Time specified in the applicable Final Terms on the Determination Date specified in the applicable Final Terms of the Reference Bond specified in the applicable Final Terms (or, where the Financial Adviser advises the Trustee that, for reasons of illiquidity or otherwise, such Reference Bond is not appropriate for such purpose, such other government stock as such Financial Adviser may select) plus any applicable Redemption Margin specified in the applicable Final Terms.

Any such redemption or exercise must relate to Notes of a nominal amount at least equal to the Minimum Redemption Amount to be redeemed specified in the applicable Final Terms and no greater than the Maximum Redemption Amount to be redeemed specified in the applicable Final Terms.

In the case of a partial redemption, the notice to Noteholders shall also contain the certificate numbers of the Bearer Notes, or in the case of Registered Notes shall specify the nominal amount of Registered Notes drawn and the holder(s) of such Registered Notes, to be redeemed, which shall have been drawn in such place and in such manner as the Trustee may approve and in such manner as it deems appropriate, subject to compliance with any applicable laws and stock exchange or other relevant authority requirements.

In this Condition:

Gross Redemption Yield means a yield calculated by the Financial Adviser in accordance with generally accepted market practice at such time, as advised to the Trustee by the Financial Adviser.

7.4 Redemption at the option of the Noteholders

(a) Investor Put

If Investor Put is specified as being applicable in the applicable Final Terms, upon the holder of any Note giving to the relevant Issuer in accordance with Condition 14 not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms, the relevant Issuer will, upon the expiry of such notice, redeem such Note on the Optional Redemption Date and at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date. Registered Notes may be redeemed under this Condition 7.4(a) in any multiple of their lowest Specified Denomination.

To exercise the right to require redemption of this Note pursuant to this Condition 7.4(a), the holder of this Note must, if this Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg, deliver, at the specified office of any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) at any time during normal business hours of such Paying Agent or, as the case may be, the Registrar falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent or, as the case may be, the Registrar (a **Put Notice**) and in which the holder must specify a bank account to which payment is to be made under this Condition and, in the case of Registered Notes, the nominal amount thereof to be redeemed and, if less than the full nominal amount of the Registered Notes so surrendered is to be redeemed, an address to which a new Registered Note in respect of the balance of such Registered Notes is to be sent subject to and in accordance with the provisions of Condition 2.2 and the Put Notice must be accompanied by this Note or evidence satisfactory to the Paying Agent or, as the case may be, the Registrar concerned that this

Note will, following delivery of the Put Notice, be held to its order or under its control. If this Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of this Note pursuant to this Condition 7.4(a), the holder of this Note must, within the notice period, give notice to the Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on his instruction by Euroclear or Clearstream, Luxembourg or any common depositary or common safekeeper, as the case may be, for them to the Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time.

Any Put Notice or other notice given in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg given by a holder of any Note pursuant to this Condition 7.4(a) shall be irrevocable except where, prior to the due date of redemption, an Event of Default has occurred and the Trustee has declared the Notes to be due and payable pursuant to Condition 10, in which event such holder, at its option, may elect by notice to the relevant Issuer to withdraw the notice given pursuant to this Condition 7.4(a).

(b) Change of Control Event

If Change of Control Put is specified in the applicable Final Terms, in the event that a Put Event (as defined below) occurs, each Noteholder shall have the option (unless, prior to the giving of the Put Event Notice (as defined below), the relevant Issuer shall have given notice under Condition 7.2 or 7.3) to require the relevant Issuer to redeem or, at the relevant Issuer's option, purchase (or procure the purchase of) any of its Notes at their principal amount together with interest accrued to but excluding the Put Date (as defined below). Such option (the **Put Option**) shall operate as set out below.

If a Put Event occurs then, within 21 days of the end of the Change of Control Period referred to in paragraphs (ii)(A), (ii)(B) or (ii)(C) of the definition of "Put Event" below, the relevant Issuer shall, and upon the Trustee becoming so aware (the relevant Issuer having failed to do so) the Trustee may, and, if so requested by the holders of at least one-quarter in principal amount of the Notes then outstanding, shall (subject to its rights under the Trust Deed to be indemnified and/or secured and/or pre-funded to its satisfaction), give notice (a **Put Event Notice**) to the Noteholders in accordance with Condition 14 specifying the nature of the Put Event and the procedure for exercising the Put Option.

To exercise the Put Option, if the relevant Notes are held outside Euroclear and Clearstream, Luxembourg, the Noteholder must deliver such Notes, at the specified office of any Paying Agent at any time during normal business hours of such Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) at any time during normal business hours of such Paying Agent or, as the case may be, the Registrar falling within the period (the **Put Period**) of 30 days after a Put Event Notice is given, accompanied by a duly signed and completed Put Notice and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition 7.4(b) and, in the case of Registered Notes, the nominal amount thereof to be redeemed and, if less than the full nominal amount of the Registered Notes so surrendered is to be redeemed, an address to which a new Registered Note in respect of the balance of such Registered Notes is to be sent subject to and in accordance with the provisions of Condition 2.2 accompanied by this Note or evidence satisfactory to the Paying Agent or, as the case may be, the Registrar concerned that this Note will, following delivery of the Put Notice, be held to its order or under its control. The Paying Agent to which the relevant Notes and Put Notice are delivered shall issue to the Noteholder concerned a non-transferable receipt in respect of the relevant Notes so delivered. The relevant Issuer shall at its option redeem or purchase (or procure the purchase of) the relevant Notes on the date (the **Put Date**) seven days after the expiration of the Put Period unless previously redeemed or purchased and cancelled. Payment in respect of any Note so delivered will be made on the Put Date if the holder duly specifies a bank account in the Put Notice to which payment is to be made, by transfer for value on the Put Date to that bank account (or if an address is specified for payment by cheque, by cheque sent by first class post to such specified address) and, in every other case, on or after the Put Date against presentation and surrender of the receipt referred to above at the specified office of any Paying Agent. A Put Notice, once given, shall be irrevocable.

If the relevant Notes are held through Euroclear or Clearstream, Luxembourg, to exercise the Put Option the Noteholder must, within the Put Period, give notice to the Principal Paying Agent or the Registrar, as the case may be, of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on such Noteholder's instruction by Euroclear and Clearstream, Luxembourg or any common depositary or custodian for them to the Principal Paying Agent

or the Registrar by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time.

A **Put Event** will be deemed to occur if:

- (i) an offer to acquire share capital of Adecco (**Shares**), whether expressed as a legal offer, an invitation to treat, a scheme with regard to such acquisition or in any other way, is made in circumstances where such offer is available to all holders of Shares or all holders of Shares other than any holder of Shares who is the person making such offer (or any associate of such person) or who is excluded from the offer by reason of being connected with one or more specific jurisdictions and, such offer having become or been declared unconditional in all respects, Adecco becomes aware that the right to cast more than 50 per cent. of the votes which may ordinarily be cast on a poll at a general meeting of holders of Shares has or will become unconditionally vested in the offer or and/or its associate(s) (the **Relevant Person**) or an event occurs which has a like or similar effect (such event being a **Change of Control**) provided that a Change of Control shall be deemed not to have occurred if all or substantially all of the shareholders of the Relevant Person are, or immediately prior to the event which would otherwise have constituted a Change of Control were, the shareholders of Adecco with the same pro rata interests in the share capital of the Relevant Person as such shareholders have, or as the case may be, had, in the share capital of the Guarantor. For the purposes of this Condition 7.4(b) only, “shareholders” will be deemed to mean any shareholders along with any Connected Person, where “Connected Person” has the meaning given in s252 Companies Act 2006; and
- (ii) on the date (the **Relevant Announcement Date**) that is 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) the Notes carry from any of Fitch Ratings Ltd (**Fitch**), Moody’s Investors Service Ltd. (**Moody’s**) or S&P Global Ratings Europe Limited. (**S&P**) or any of their respective successors or any other rating agency (each a **Substitute Rating Agency**) of international standing, specified by the Issuer and agreed in writing by the Trustee (each, a **rating agency**):
 - (A) an investment grade credit rating (Baa3/BBB-, or equivalent, or better), and such rating from any rating agency is within the Change of Control Period either downgraded to a non-investment grade credit rating (Ba1/BB+, or equivalent, or worse) or withdrawn and is not within the Change of Control Period subsequently (in the case of a downgrade) upgraded or (in the case of a withdrawal) reinstated to an investment grade credit rating by such rating agency; or
 - (B) a non-investment grade credit rating (Ba1/BB+, or equivalent, or worse), and such rating from any rating agency is within the Change of Control Period downgraded by one or more notches (for illustration, Ba1/BB+ to Ba2/BB being one notch) or withdrawn and is not within the Change of Control Period subsequently (in the case of a downgrade) upgraded or (in the case of a withdrawal) reinstated to its earlier credit rating or better by such rating agency; or
 - (C) no credit rating, and no rating agency assigns within the Change of Control Period an investment grade credit rating to the Notes,

provided that if on the Relevant Announcement Date the Notes carry a credit rating from more than one rating agency, at least one of which is investment grade, then sub- paragraph (A) will apply; and

- (iii) in making the relevant decision(s) referred to above, the relevant rating agency announces publicly or confirms (having been requested in writing by the relevant Issuer or the Guarantor or the Trustee) in writing to the relevant Issuer, the Guarantor or the Trustee that such decision(s) resulted, in whole or in part, from the occurrence of the Change of Control.

If the rating designations employed by any of Fitch, Moody’s or S&P are changed from those which are described in paragraph (B) of the definition of “Put Event” above, or if a rating is procured from a Substitute Rating Agency, the relevant Issuer shall determine, with the agreement of the Trustee (not to be unreasonably withheld or delayed), the rating designations of Fitch, Moody’s or S&P or such Substitute Rating Agency (as appropriate) as are most equivalent to the prior rating designations of Fitch, Moody’s or S&P and this Condition 7.4(b) shall be read accordingly.

For the purposes of this Condition 7.4(b):

Change of Control Period means the period commencing on the Relevant Announcement Date and ending 90 days after the Change of Control (or such longer period for which the Notes are under consideration (such consideration having been announced publicly within the period ending 90 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); and

Relevant Potential Change of Control Announcement means any public announcement or statement by Adecco, any actual or potential bidder or any advisor 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.

7.5 Issuer Residual Call Option

If Issuer Residual Call is specified as being applicable in the applicable Final Terms and, at any time, the outstanding aggregate nominal amount of the Notes is 20 per cent. or less of the aggregate nominal amount of the Series issued, the Notes may be redeemed at the option of the relevant Issuer in whole, but not in part, on any Residual Call Redemption Date, on giving not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms to the Trustee and the Noteholders in accordance with Condition 14 (which notice shall be irrevocable and shall specify the date fixed for redemption) at the Residual Call Early Redemption Amount together, if appropriate, with interest accrued to (but excluding) the relevant Residual Call Redemption Date.

Prior to the publication of any notice of redemption pursuant to this Condition 7.5, the relevant Issuer shall deliver to the Trustee, for the Trustee to make available at its specified office to the Noteholders, a certificate signed by two Authorised Signatories of the relevant Issuer stating that the relevant Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the outstanding aggregate nominal amount of the Notes is 20 per cent. or less of the aggregate nominal amount of the Series issued. The Trustee shall be entitled to accept such certificate as sufficient evidence of the satisfaction of the condition precedent set out above, in which event it shall be conclusive and binding on the Noteholders and the Couponholders.

7.6 Early Redemption Amounts

For the purpose of Condition 7.2 above and Condition 10:

- (a) each Note (other than a Zero Coupon Note) will be redeemed at its Early Redemption Amount; and
- (b) each Zero Coupon Note will be redeemed at its Early Redemption Amount calculated in accordance with the following formula:

$$\text{Early Redemption Amount} = \text{RP} \times (1 + \text{AY})^y$$

where:

RP means the Reference Price;

AY means the Accrual Yield expressed as a decimal; and

^y is the Day Count Fraction specified in the applicable Final Terms which will be either (i) 30/360 (in which case the numerator will be equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (ii) Actual/360 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (iii) Actual/365 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 365).

7.7 Purchases

The relevant Issuer, the Guarantor or any Subsidiary of the relevant Issuer or Guarantor may at any time purchase Notes (provided that, if they are to be cancelled, all unmatured Coupons and Talons appertaining to the Notes are purchased with the Notes) at any price in the open market or otherwise. Any Notes so purchased may be held, reissued, sold or cancelled.

7.8 Cancellation

All Notes which are redeemed or purchased for cancellation will forthwith be cancelled (together with all unmatured Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and the Notes purchased and cancelled pursuant to Condition 7.7 above (together with all unmatured Coupons and Talons cancelled therewith) shall be forwarded to the Agent and cannot be reissued or resold.

7.9 Late payment on Zero Coupon Notes

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Condition 7.1, 7.2, 7.3, 7.4 or 7.5 above or upon its becoming due and repayable as provided in Condition 10 is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in Condition 7.6(b) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

- (a) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and
- (b) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Notes has been received by the Agent or the Trustee or the Registrar and notice to that effect has been given to the Noteholders in accordance with Condition 14.

8. TAXATION

All payments of principal and interest in respect of the Notes and Coupons by or on behalf of the relevant Issuer or the Guarantor will be made without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature (**Taxes**) imposed or levied by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law. In such event, if Tax Gross-Up is specified as applicable in the applicable Final Terms, the relevant Issuer or, as the case may be, the Guarantor will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes or Coupons after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes, or Coupons, as the case may be, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Note or Coupon:

- (a) presented for payment in any Tax Jurisdiction; or
- (b) the holder or beneficial owner of which is liable for such Taxes in respect of such Note or Coupon by reason of his having some connection with a Tax Jurisdiction other than the mere holding of such Note or Coupon; or
- (c) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 6.6); or
- (d) where such withholding or deduction is required to be made pursuant to an agreement between Switzerland and other countries on final withholding taxes levied by Swiss paying agents in respect of persons resident in the other country on income of such person on Notes booked or deposited with a Swiss paying agent (*Abgeltungssteuer*); or
- (e) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note or Coupon to another Paying Agent in a Member State of the European Union;
- (f) if such Tax is an estate, inheritance, gift, value added, sales, excise, use, transfer, personal property or similar tax, assessment or other governmental charge;
- (g) where, in the case of AFS as Issuer, such withholding or deduction is required:
 - (i) for or on account of any tax, duty, assessment or governmental charge that is imposed by reason of (A) the holder's or beneficial owner's past or present status as the actual or constructive owner of 10 per cent. or more of the total combined voting power of all classes of stock of the Issuer entitled to vote within the meaning of Section 871(h)(3) of the U.S. Internal Revenue Code of 1986, as amended (the **Code**), (B) the holder's or beneficial owner's past or present status as a controlled foreign corporation that is related directly or indirectly to the Issuer

through stock ownership within the meaning of Section 864(d)(4) of the Code, (C) the holder's or beneficial owner's being or having been a bank (or being or having been so treated) that is treated as receiving amounts paid on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, or (D) the holder's or beneficial owner's failure to fulfil the statement requirements of Section 871(h) or 881(c) of the Code; or

- (ii) for or on account of any tax, duty, assessment or governmental charge imposed by reason of the holder's or beneficial owner's past or present status (or the past or present status of a fiduciary, settlor, beneficiary, member or shareholder of, or possessor of a power over, such holder or beneficial owner, if such holder or beneficial owner is an estate, a trust, a partnership or a corporation) as a personal holding company, private foundation or other tax exempt organization, controlled foreign corporation with respect to the United States, or as a corporation that accumulates earnings to avoid U.S. federal income tax; or
- (h) by or on behalf of a holder or a beneficial owner who would have been able to avoid such withholding or deduction by satisfying any statutory or procedural requirements (including, without limitation, the provision of information or a United States Internal Revenue Service Form W-8 or Form W-9 (or a successor form));
- (i) where, in the case of AIFS as Issuer (or any substitute Dutch principal debtor pursuant to Condition 15), from 1 January 2021, such withholding or deduction is required to be made to the affiliated entities (as defined in and pursuant to the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*)); or
- (j) in the case of any combination of items (a) to (i) above;

nor shall additional amounts be paid to a holder that is a fiduciary or partnership or other than the sole beneficial owner of such payment to the extent that a beneficiary or settlor of such fiduciary or partnership or beneficial owner would not have been entitled to such additional amounts had such beneficiary, settlor or beneficial owner been the holder of the Note.

Notwithstanding any other provision of the Terms and Conditions of the Notes, any amounts to be paid on the Notes by or on behalf of the Issuer 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) (any such withholding or deduction, a **FATCA Withholding**). Neither the Issuer nor any other person will be required to pay any additional amounts in respect of FATCA Withholding.

As used herein:

- (i) **Tax Jurisdiction** means any jurisdiction under the laws of which the relevant Issuer or Guarantor, or any successor to the relevant Issuer or Guarantor, is organised or in which it is resident for tax purposes, or any political subdivision or any authority thereof or therein having power to tax; and
- (ii) the **Relevant Date** means 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 Trustee or the Agent 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 duly given to the Noteholders in accordance with Condition 14.

Payments on Notes issued by Adecco will be subject to withholding tax in Switzerland such that holders thereof will receive payments of interest net of withholding tax at the applicable rate and holders will not receive additional amounts in respect of such withholding.

9. PRESCRIPTION

The Notes (whether in bearer or registered form) and Coupons will become void unless claims in respect of principal and/or interest are made within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 8) therefor.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition or Condition 6.2 or any Talon which would be void pursuant to Condition 6.2.

10. EVENTS OF DEFAULT AND ENFORCEMENT

10.1 Event of Default

The Trustee at its discretion may, and if so requested in writing by the holders of not less than 25 per cent. in principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution of the Noteholders shall, (subject to its rights under the Trust Deed to be indemnified and/or secured and/or pre-funded to its satisfaction) give notice (the **default notice**) in writing to the relevant Issuer and the Guarantor that the Notes are immediately due and repayable if any of the following events shall have occurred and be continuing:

- (a) there is a failure by the relevant Issuer and the Guarantor to pay the principal of or any interest on any of the Notes when due and such failure continues for a period of 10 days; or
- (b) a default is made by the relevant Issuer or the Guarantor in the performance or observance of any covenant, condition or provision contained in the Trust Deed or in the Notes and on its part to be performed or observed (other than the covenant to pay principal or interest in respect of any of the Notes) and (except where the Trustee certifies in writing that, in its opinion, such default is not capable of remedy, when no such notice or continuation as is mentioned below shall be required) such default continues for the period of 30 days next following the service by the Trustee on the relevant Issuer or the Guarantor, as the case may be, of notice requiring such default to be remedied; or
- (c) any other present or future indebtedness of the relevant Issuer or the Guarantor or of any other Subsidiary of the Guarantor (or, where the Issuer is Adecco, Adecco) for or in respect of moneys borrowed or raised is not paid when due or, as the case may be, within any applicable grace period, or becomes due and payable prior to its stated maturity as a result of an event of default (howsoever described), or any security in respect of any such indebtedness becomes enforceable or any guarantee of, or indemnity in respect of, any such indebtedness given by the relevant Issuer or the Guarantor or any other Subsidiary of the Guarantor (or, where the Issuer is Adecco, Adecco) is not honoured when due and called upon, provided that no such event shall be taken into account for the purposes of this paragraph (c) unless the relative indebtedness, either alone or when aggregated with other indebtedness relative to all, if any, other such events which shall have occurred and are continuing shall at any time have an outstanding nominal value of at least EUR 25,000,000 or its equivalent in any other currency or currencies or, if greater, an amount equal to two per cent. of the consolidated shareholders' equity of the Guarantor (or, where the Issuer is Adecco, Adecco) as set out in the most recently published audited consolidated annual accounts of the Guarantor (or, where the Issuer is Adecco, Adecco); or
- (d) an encumbrancer or a receiver or a person with similar functions takes possession of the whole or any substantial part of the assets or undertaking of the Issuer or the Guarantor or any Subsidiary of the Guarantor (or, where the Issuer is Adecco, Adecco); or
- (e) a distress, execution or other process is levied or enforced upon or sued out against a substantial part of the property, assets or revenues of the Issuer or the Guarantor or any Subsidiary of the Guarantor (or, where the Issuer is Adecco, Adecco) and is not paid, discharged, removed or stayed within 30 days; or
- (f) the Guarantor (or, where the Issuer is Adecco, Adecco) transfers or disposes of all or substantially all of its business or assets except for the purposes of or pursuant to and followed by a consolidation, amalgamation, merger or reconstruction the terms of which shall have previously been approved in writing by the Trustee or by an Extraordinary Resolution of the Noteholders; or
- (g) the relevant Issuer or the Guarantor or any Subsidiary of the Guarantor (or, where the Issuer is Adecco, Adecco) is insolvent or bankrupt or unable to pay its debts as and when they fall due or the relevant Issuer or the Guarantor or any Subsidiary of the Guarantor (or, where the Issuer is Adecco, Adecco) initiates or consents to proceedings relating to itself under any applicable bankruptcy, composition, postponement of bankruptcy, administration or insolvency law or makes a general assignment for the benefit of, or enters into any composition with, its creditors; or
- (h) an order is made or an effective resolution is passed for the winding-up or dissolution of the relevant Issuer or the Guarantor or any Subsidiary of the Guarantor (or, where the Issuer is Adecco, Adecco)

or the relevant Issuer or the Guarantor or any Subsidiary of the Guarantor (or, where the Issuer is Adecco, Adecco) ceases or threatens to cease to continue any or all or substantially all of its business or operations except (A) in the case of a winding-up or dissolution where the terms of such winding-up or dissolution have previously been approved in writing by the Trustee or by an Extraordinary Resolution of the Noteholders or (B) in the case of a winding-up or dissolution (if any) pursuant to a substitution under Condition 15 or (C) for the purposes of or pursuant to and followed by a consolidation, amalgamation, merger or reconstruction the terms of which shall have previously been approved by the Trustee in writing or by an Extraordinary Resolution of the Noteholders or (D) in the case of a Subsidiary of the Guarantor (or, where the Issuer is Adecco, Adecco) (other than the relevant Issuer) where the entire undertaking and assets of such Subsidiary are transferred to or otherwise vested in the relevant Issuer and/or the Guarantor (or, where the Issuer is Adecco, Adecco) (as the case may be) and/or one or more other Subsidiary/Subsidiaries of the Guarantor (or, where the Issuer is Adecco, Adecco) that is/are in each case wholly owned directly or indirectly by the Guarantor (or, where the Issuer is Adecco, Adecco); or

- (i) proceedings are initiated against the relevant Issuer or the Guarantor or any Subsidiary of the Guarantor (or, where the Issuer is Adecco, Adecco) under any applicable bankruptcy, composition, postponement of bankruptcy, administration or insolvency law and such proceedings are not discharged or stayed within a period of 60 days; or
- (j) the Guarantee ceases to be, or is claimed by the Guarantor not to be, in full force and effect; or
- (k) any event occurs which under applicable laws has an analogous effect to any of the events referred to in paragraphs (f) to (i) above,

provided that:

- (i) for the purposes of paragraphs (d), (e), (g), (h), (i) and (k) above, where a relevant event occurs in relation to a Subsidiary of the Guarantor (or, where the Issuer is Adecco, Adecco), no default notice may be given unless and until such event either alone or when coupled with one or more other such events which have occurred in relation to one or more Subsidiaries of the Guarantor (or, where the Issuer is Adecco, Adecco) has/have occurred in relation to a Subsidiary or Subsidiaries of the Guarantor (or, where the Issuer is Adecco, Adecco) whose revenues, where applicable, in aggregate, (determined as described in (A) and, where applicable, (B) below) constitute at least 10 per cent. of the Guarantor's (or, where the Issuer is Adecco, Adecco) consolidated revenues attributable to the Shareholders (determined as described in (C) below); and
- (ii) in the case of any event described in (or any event which, as referred to in paragraph (k), has an analogous effect to) paragraphs (b), (c), (d), (e) and (i), the Trustee shall have certified that such event is in its opinion materially prejudicial to the interests of the Noteholders.

In order to determine whether the test set out in (i) has been met:

- (A) on each occasion on which an event described in (or an event which, as referred to in paragraph (k), has an analogous effect to) paragraph (d), (e), (g), (h) or (i) occurs in relation to a Subsidiary of the Guarantor (or, where the Issuer is Adecco, Adecco) (each a **Relevant Occasion**), the revenues of the relevant Subsidiary attributable to the Guarantor (or, where the Issuer is Adecco, Adecco) (consolidated in the case of a Subsidiary which itself has Subsidiaries) shall be such revenues as are disclosed in the most recently published audited annual accounts (consolidated or, as the case may be, unconsolidated) of the relevant Subsidiary;
- (B) on each Relevant Occasion (other than the first Relevant Occasion), the revenues of each Subsidiary in respect of which a Relevant Occasion has previously occurred and the relative event is continuing shall be aggregated with the revenues of the relevant Subsidiary determined in accordance with (A) in respect of the then current Relevant Occasion;
- (C) on each Relevant Occasion, the Guarantor's (or, where the Issuer is Adecco, Adecco) consolidated revenues attributable to the Shareholders shall be such consolidated revenues as disclosed in the most recently published audited consolidated annual accounts of the Guarantor (or, where the Issuer is Adecco, Adecco) and its Subsidiaries as being so attributable; and

- (D) on each Relevant Occasion, the revenues, where applicable, in aggregate, (determined as described in (A) and, where applicable, (B)) shall be divided by the consolidated revenues determined as described in (C) and the result expressed as a percentage.

Subject as provided in the preceding paragraph, upon any default notice being given to the Issuer and the Guarantor, the Notes will forthwith become immediately due and repayable at their principal amount plus accrued interest to but excluding the date of repayment.

A report by the auditors of the Guarantor that in their opinion a relevant event shall have occurred in relation to a Subsidiary of the Guarantor (or, where the Issuer is Adecco, Adecco) entitling the Trustee, subject, where applicable, to certification as referred to in (ii), to give a default notice under this Condition may be relied upon by the Trustee without further enquiry or evidence and, if relied upon by the Trustee, shall, in the absence of manifest error, be conclusive and binding on all parties.

10.2 Enforcement

The Trustee may, at its discretion and without notice, take such proceedings against the relevant Issuer or the Guarantor as it may think fit to enforce repayment of the Notes or payment of the Coupons, in each case in accordance with the respective terms thereof, and to enforce the provisions of the Trust Deed, but it will not be bound to take any such proceedings unless (a) it shall have been so requested in writing by the holders of not less than 25 per cent. in principal amount of the Notes then outstanding or shall have been so directed by an Extraordinary Resolution of the Noteholders and (b) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction. No Noteholder or Couponholder will be entitled to proceed directly against the relevant Issuer or the Guarantor unless the Trustee, having become bound to do so, fails to do so within a reasonable period and such failure shall be continuing.

11. REPLACEMENT OF NOTES, COUPONS AND TALONS

Should any Note, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Agent (in the case of Bearer Notes or Coupons) or the Registrar (in the case of Registered Notes) upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes, Coupons or Talons must be surrendered before replacements will be issued.

12. PAYING AGENTS

The names of the initial Paying Agents and their initial specified offices are set out below. If any additional Paying Agents are appointed in connection with any Series, the names of such Paying Agents will be specified in Part B of the applicable Final Terms.

The relevant Issuer is entitled, with the prior written approval of the Trustee, to vary or terminate the appointment of any Paying Agent and/or appoint additional or other Paying Agents and/or approve any change in the specified office through which any Paying Agent acts, provided that:

- (a) there will at all times be an Agent and a Registrar;
- (b) so long as the Notes are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be a Paying Agent (in the case of Bearer Notes) and a Transfer Agent (in the case of Registered Notes) with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority; and
- (c) there will at all times be a Paying Agent in a jurisdiction within Europe, other than the jurisdiction in which the relevant Issuer or the Guarantor is incorporated.

In addition, the relevant Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 6.5. Notice of any variation, termination, appointment or change in Paying Agents will be given to the Noteholders promptly by the relevant Issuer in accordance with Condition 14.

In acting under the Agency Agreement, the Paying Agents act solely as agents of the relevant Issuer and the Guarantor and, in certain circumstances specified therein, of the Trustee and do not assume any obligation to, or relationship of agency or trust with, any Noteholders or Couponholders. The Agency Agreement contains provisions permitting any entity into which any Paying Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor paying agent.

13. EXCHANGE OF TALONS

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 9.

14. NOTICES

All notices regarding the Bearer Notes will be deemed to be validly given if published in a leading English language daily newspaper of general circulation in London. It is expected that any such publication in a newspaper will be made in the *Financial Times* in London. The relevant Issuer shall also ensure that notices are duly published in a manner which complies with the rules of any stock exchange or other relevant authority on which the Bearer Notes are for the time being listed or by which they have been admitted to trading. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers. If publication as provided above is not practicable, a notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve.

All notices regarding the Registered Notes will be deemed to be validly given if sent by first class mail or (if posted to an address overseas) by airmail to the holders (or the first named of joint holders) at their respective addresses recorded in the Register and will be deemed to have been given on the fourth day after mailing and, in addition, for so long as any Registered Notes are admitted to trading on a stock exchange and the rules of that stock exchange (or any other relevant authority) so require, such notice will be published in a daily newspaper of general circulation in the place or places required by those rules.

Until such time as any definitive Notes are issued, there may, so long as any Global Notes representing the Notes are held in their entirety on behalf of Euroclear and/or Clearstream, Luxembourg, be substituted for such publication in such newspaper(s) or such mailing the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg for communication by them to the holders of the Notes and, in addition, for so long as any Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published in a daily newspaper of general circulation in the place or places required by those rules. Any such notice shall be deemed to have been given to the holders of the Notes on the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes). Whilst any of the Notes are represented by a Global Note, such notice may be given by any holder of a Note to the Agent or the Registrar through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Agent, the Registrar and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

15. MEETINGS OF NOTEHOLDERS, MODIFICATION, WAIVER AND SUBSTITUTION

15.1 Meetings of Noteholders

The Trust Deed contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of these Conditions or any of the provisions of the Trust Deed or the Guarantee. The quorum at any such meeting for passing an Extraordinary Resolution will be one or more persons holding or representing over 50 per cent. in aggregate principal amount of the Notes for the time being outstanding or, at any adjourned such meeting, one or more persons being or representing Noteholders whatever the principal amount of the Notes so held or represented unless the business of such meeting includes consideration of proposals, *inter alia*, (i) to modify the Maturity Date of the Notes or any Interest Payment Date in respect of the Notes, (ii) to reduce or cancel the amount of principal or rate of interest payable in respect of the Notes, (iii) to change the currency of payment of the Notes or the Coupons, (iv) to modify or cancel the Guarantee (except, in each case, for a modification which the Trustee certifies to be in its opinion not materially prejudicial to the interests of the Noteholders) or (v) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass an Extraordinary Resolution or to sign a resolution in writing, in which case the necessary quorum for passing an Extraordinary Resolution will be one or more persons holding or representing over 75 per cent., or at any adjourned such meeting over 25 per cent., in aggregate principal amount of the Notes for the time being outstanding. An Extraordinary Resolution passed at any

meeting of Noteholders will be binding on all Noteholders, whether or not they are present at the meeting, and on all Couponholders. The Trust Deed provides that a written resolution signed by or on behalf of the holders of not less than 75 per cent. of the aggregate principal amount of Notes outstanding shall be as valid and effective as a duly passed Extraordinary Resolution.

The consent or approval of the Noteholders and the Couponholders shall not be required in the case of amendments to the Conditions pursuant to Condition 5.2(f) to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Notes or for any other variation of these Conditions and/or the Trust Deed required to be made in the circumstances described in Condition 5.2(f), where the relevant Issuer has delivered to the Trustee a certificate pursuant to Condition 5.2(f)(v).

15.2 Modifications

The Trustee may agree, without the consent of the Noteholders or the Couponholders, to (i) any modifications of, or the waiver or authorisation of any breach or proposed breach of, any of these Conditions or any of the provisions of the Trust Deed, or determine, without any such consent as aforesaid, that any Event of Default or Potential Event of Default (as defined in the Trust Deed) shall not be treated as such, which is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders or (ii) any modification of these Conditions or the Trust Deed which, in the opinion of the Trustee, is of a formal, minor or technical nature or to correct a manifest error or to comply with mandatory provisions of law. Any such modification, waiver or authorisation will be binding on the Noteholders and the Couponholders and, unless the Trustee agrees otherwise, any such modification will be notified by the relevant Issuer to the Noteholders as soon as practicable thereafter.

15.3 Substitution

The Trust Deed contains provisions permitting the Trustee to agree, without the consent of the Noteholders or the Couponholders, to the substitution at any time of: (i) where the relevant Issuer is Adecco, any other Swiss Subsidiary of the Issuer in the place of Adecco, or (ii) where the relevant Issuer is neither Adecco nor any other Swiss Subsidiary of Adecco, any non-Swiss Subsidiary of Adecco, as the principal debtor under the Trust Deed and the Notes and Coupons. Such agreement shall be subject to the relevant provisions of the Trust Deed, including, where appropriate, the irrevocable and unconditional guarantee in respect of the Notes by the Guarantor.

15.4 Interests of Noteholders as a Class

In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation, determination or substitution), the Trustee shall have regard to the general interests of the Noteholders as a class but shall not have regard to any interests arising from circumstances particular to individual Noteholders or Couponholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Noteholders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the relevant Issuer, the Guarantor, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Couponholders except to the extent provided in Condition 8 and/or any undertaking given in addition to, or in substitution for, Condition 8 pursuant to the Trust Deed.

16. INDEMNIFICATION

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking proceedings to enforce repayment unless indemnified and/or secured and/or pre-funded to its satisfaction. The Trustee is entitled to enter into business transactions with the Issuers, the Guarantor and any entity related to either of them without accounting for any profit.

17. FURTHER ISSUES

The relevant Issuer may from time to time, without the consent of the Noteholders or Couponholders, create and issue further notes, bonds, debentures or other securities either having the same terms and conditions in all respects as the outstanding notes, bonds, debentures or other securities of any series (including the Notes) (or in all respects except for the first payment of interest on them) and so that such further notes, bonds, debentures or other securities shall be consolidated and form a single series with the outstanding notes,

bonds, debentures or other securities of any series (including the Notes) or upon such terms as to interest, subordination (if any), premium, redemption and otherwise as the relevant Issuer may determine at the time of their issue; provided, however, with respect to any Series including Notes issued by AFS, that any such further notes, bonds, debentures or other securities that are not fungible for U.S. federal income tax purposes with such outstanding Notes issued by AFS shall be identified by a separate ISIN number. Any further notes, bonds, debentures or other securities forming a single series with the outstanding notes, bonds, debentures or other securities of any series (including the Notes) constituted by the Trust Deed or any deed supplemental to it shall, and any other notes, bonds, debentures or other securities may, with the consent of the Trustee, be constituted by a deed supplemental to the Trust Deed. The Trust Deed contains provision for convening a single meeting of the Noteholders and the holders of notes, bonds, debentures or other securities of other series in certain circumstances where the Trustee so decides.

18. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No person shall have any right to enforce any term or condition of this Note under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

19. GOVERNING LAW AND SUBMISSION TO JURISDICTION

19.1 Governing law

The Trust Deed, the Agency Agreement, the Notes, the Coupons and any non-contractual obligations arising out of or in connection with the Trust Deed, the Agency Agreement, the Notes and the Coupons are governed by, and construed in accordance with, English law.

19.2 Submission to jurisdiction

The relevant Issuer and the Guarantor irrevocably agrees, for the benefit of the Trustee, the Noteholders and the Couponholders, that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Trust Deed, the Notes and/or the Coupons (including a dispute relating to any non-contractual obligations arising out of or in connection with the Trust Deed, the Notes and/or the Coupons) and accordingly submits to the exclusive jurisdiction of the English courts.

The relevant Issuer and the Guarantor waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum. The Trustee, the Noteholders and the Couponholders may take any suit, action or proceedings (together referred to as **Proceedings**) arising out of or in connection with the Trust Deed, the Notes and the Coupons (including any Proceedings relating to any non-contractual obligations arising out of or in connection with the Trust Deed, the Notes and the Coupons) against the Issuer or the Guarantor in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

19.3 Appointment of Process Agent

The Issuers and, where applicable, the Guarantor each appoint Adecco UK Ltd. at its registered office at Adecco House, Elstree Way, Borehamwood, Hertfordshire WD6 1HY, United Kingdom as its agent for service of process for Proceedings in England, and undertakes that, in the event of Adecco UK Ltd. ceasing so to act or ceasing to be registered in England, it will appoint another person approved by the Trustee as its agent for service of process in England in respect of any Proceedings in England. Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.

19.4 Other documents and the Guarantor

The Issuers and, where applicable, the Guarantor has in the Trust Deed and the Agency Agreement submitted to the jurisdiction of the English courts and appointed an agent for service of process in terms substantially similar to those set out above.

USE OF PROCEEDS

The net proceeds from each issue of Notes by AIFS will be applied by the relevant Issuer for its general corporate purposes, which include making a profit by providing funding to subsidiaries of Adecco for their general corporate purposes. The net proceeds from each issue of Notes by AIFS will be used outside of Switzerland unless use in Switzerland is permitted under the Swiss taxation laws in force from time to time without payments in respect of the Notes becoming subject to withholding or deduction for Swiss withholding tax as a consequence of such use of proceeds in Switzerland. The net proceeds from each issue of Notes by Adecco will be used for its general corporate purposes. The net proceeds from each issue of Notes by AFS will be used solely to provide debt financing for the business operations of Adecco, Inc. and Adecco, Inc.'s U.S. subsidiaries. If, in respect of any issue of Notes, there is a particular identified use of proceeds, this will be specified in the applicable Final Terms.

DESCRIPTION OF ADECCO GROUP AG

Adecco Group AG (**Adecco**) is a company limited by shares (S.A.) which was incorporated on 18 May 1967 and is organised under the laws of Switzerland, with its registered office at Bellerivestrasse 30, 8008 Zurich, Switzerland. Adecco is registered with the Commercial Register of the Canton of Zurich, Switzerland, under No. CHE-107.031.232.

The share capital of Adecco as of the date of this Base Prospectus amounts to CHF 16,334,417.70, which is divided into 163,344,177 fully paid-up registered shares, each with a nominal value of CHF 0.10 each. Adecco's shares are listed on the SIX Swiss Exchange.

Adecco Group's consolidated financial statements have been prepared and presented in accordance with US generally accepted accounting principles (**US GAAP**).

BUSINESS AND INDUSTRY BACKGROUND

Adecco Group is a leading provider of HR solutions, including, *inter alia*, temporary staffing, permanent placement, outsourcing, career transition and up/reskilling. At the end of December 2019, Adecco Group had a network of around 5,100 branches and onsite locations, and more than 34,000 full-time equivalent (**FTE**) employees in 59 countries and territories. In 2019, Adecco Group connected over 600,000 associates with its clients on a daily basis and placed more than 100,000 candidates into permanent roles. Registered and headquartered in Switzerland and managed by a multinational team with expertise in markets worldwide, Adecco Group delivers a broad range of human resource services to meet the needs of small, medium and large business clients as well as those of candidates and associates.

The human resources industry is fragmented and highly competitive. Customer demand is dependent upon the overall strength of the labour market, as well as an established trend towards greater workforce flexibility. Appropriate regulation, particularly for temporary staffing, has been a driver for greater workforce flexibility. The business is also strongly influenced by the economic cycle, which typically results in growing demand for employment services during periods of economic expansion, and conversely, contraction of demand during periods of economic downturn. Due to the sensitivity to the economic cycle and the low visibility in the temporary staffing sector, forecasting demand for human resource services can be difficult. Typically, customers are not able to provide much advance notice of changes in their staffing needs. Responding to customer's fluctuating staffing requirements in a flexible way is a key element of Adecco Group's strategy, which it seeks to address through its diverse human resources services network.

Adecco Group is a global leader in HR solutions but has only 5 per cent. of the market share in staffing and permanent recruitment, due to a long tail of smaller local competitors. Historically, barriers to entry have been relatively low, and larger players have not offered a sufficiently differentiated service, especially in the SME segment that makes up the bulk of the market. A local, branch-based delivery model also limits economies of scale.

Adecco Group firmly believes that the drivers of industry fragmentation are now reversing, and that the Adecco Group is well placed to expand its market share. By integrating more technology and digital solutions into its offering, the Adecco Group are building differentiation versus traditional competitors. Technology is raising the barriers to entry, with smaller competitors less able to invest in the digital tools required to evolve their solutions 'beyond the branch', and to develop the omni-channel delivery models that Adecco Group's clients, candidates and associates expect. Economies of scale are also inherently higher in an industry where online solutions and data-driven insights are becoming more important.

Anticipating trends in demand is also important in managing Adecco Group's internal cost structure. This, together with the ability to maximise overall resources and to enhance competitive advantage through Adecco Group's wide variety of services and locations while managing high standards of quality to both clients and associates, are key components in achieving profitability targets during any part of the economic cycle.

Organisational structure

Adecco Group is organised in a geographical structure plus the global business Career Transition & Talent Development, which correspond to the primary segments. This structure is complemented by business lines. The segments consist of: France; North America; UK & Ireland General Staffing; North America, UK & Ireland Professional Staffing, Germany, Austria, Switzerland; Benelux & Nordics; Italy; Japan; Iberia; Career Transition & Talent Development, and the Rest of the World segments (that comprises Australia & New Zealand; Latin America; Eastern Europe and Middle East & North Africa (**MENA**); Asia; and India). The business lines consist of General Staffing (Office, Industrial) and Professional Staffing (Information Technology, Engineering &

Technical, Finance & Legal, Medical & Science) as well as Solutions. Solutions comprises Career Transition & Talent Development (**CTTD**), and Business Process Outsourcing (**BPO**), which includes Managed Services Programmes (**MSP**) and Recruitment Process Outsourcing (**RPO**). BPO included Vendor Management System (**VMS**) until December 2016, when VMS activities were deconsolidated following the merger of Adecco Group's Beeline with IQNavigator. The classification of a specific branch into a business line for General Staffing and Professional Staffing is determined by the business line generating the largest revenue share in that specific branch.

Recent transactions

In November 2019, Adecco Group sold its U.S. healthcare staffing business, Soliant Health Inc., for a cash consideration of USD 612 million (EUR 551 million) to Olympus Partners.

Service lines

Adecco Group's services include:

- Temporary Staffing, where Adecco Group supplies associates to organisations on a temporary basis, providing flexibility to employers and new opportunities to candidates.
- Outsourcing, where Adecco Group offers flexible workforce solutions in which it staffs and manages the whole of a labour intensive activity, such as warehouse logistics, call centre operations, or IT support.
- Permanent placement where Adecco Group helps employers to recruit talent for permanent roles, securing the skills needed for an organisation's ongoing success.
- MSP and RPO. For MSP, Adecco Group manages all parts of the flexible workforce at organisations using a large number of contingent workers. For RPO, Adecco Group handles the entire hiring process for organisations recruiting large numbers of permanent employees.
- Career transition, where Adecco Group supports organisations and their employees through changes that require individuals to transition out of their existing roles.
- Talent development, where Adecco Group provides training, career development, upskilling and reskilling, both on behalf of organisations and directly to individuals.

Revenues and gross profit derived from temporary staffing totalled 86 per cent. and 65 per cent., respectively, in 2019 and 88 per cent. and 69 per cent., respectively, in 2018 of their respective consolidated totals. Temporary staffing billings are generally negotiated and invoiced on an hourly basis. Associates record the hours they have worked and these hours, at a rate agreed with the customer, are then accumulated and billed according to the agreed terms. Temporary staffing revenues are recognised upon rendering the services.

Revenues and gross profit derived from permanent placement, outsourcing, career transition, and other services totalled 14 per cent. and 35 per cent., respectively, in 2019 and 13 per cent. and 33 per cent., respectively, in 2018 of their respective consolidated totals.

Financial results and key performance indicators

Adecco Group measures financial results and value creation using a broad range of metrics, including organic revenue growth, EBITA margin (operating income before amortisation of intangible assets and before impairment of goodwill as a percentage of revenues), cash conversion and dividend per share. To steer its operations, Adecco Group constantly monitors many pre-financial and financial indicators, along with other information regarding market and economic developments.

Key performance indicators (**KPIs**) are the most important metrics that are measured and monitored to drive value creation. These KPIs are:

- Great Place to Work ranking – recognition of success in inspiring talented people to join and grow with Adecco Group in a high-performing and engaging environment;
- Net promoter score – recognition and recommendation by clients for high-quality services and solutions;
- Gross margin – value added to clients as reflected in the price paid for services provided;
- Conversion ratio excluding one-offs – productivity and efficiency, measured by the proportion of gross profit converted into EBITA; and
- Days sales outstanding – monitors the collection of accounts receivable, to drive cash generation and to optimise returns on capital.

Adecco Group recognition of revenues

Adecco Group generates revenues from sales of temporary staffing services, permanent placement services, career transition and other services. Revenues are recognised on an accrual basis and are reported net of any sales taxes. Allowances are established for estimated discounts, rebates, and other adjustments and are recorded as a reduction of sales.

Revenues related to temporary staffing services are generally negotiated and invoiced on an hourly basis. Associates record the hours they have worked and these hours, at the rate agreed with the customer, are then accumulated and billed according to the agreed terms. Temporary staffing service revenues are recognised upon rendering the services.

Revenues related to permanent placement services are generally recognised at the time the candidate begins full-time employment, or as the fee is earned. Allowance provisions are established based on historical information for any non-fulfilment of permanent placement obligations.

Revenues related to career transition are negotiated with the client on a project basis and are generally recognised over time upon rendering the services, such as consulting services where revenue is billed and recognised on an hourly basis or workshops and coaching sessions with stated fees per service. Adecco Group also offers multi-month career transition packages or similar services in which participants are offered a range of services for a fixed price.

Revenues related to other services include outsourcing, MSP and RPO, digital and talent development. Other services are generally recognised over time as the services are performed in the amount to which Adecco Group has a right to invoice.

Adecco Group presents revenues and the related direct costs of services in accordance with Accounting Standards Codification (**ASC**), "Revenue Recognition – Principal Agent Considerations" (ASC 605-45). For sales arrangements in which Adecco Group acts as principal in the transaction and has risks and rewards of ownership (such as the obligation to pay the associate and the risk of loss for collection and performance or pricing adjustments), Adecco Group reports gross revenues and gross direct costs. Under arrangements where Adecco Group acts as an agent, as is generally the case in most MSP contracts, revenues are reported on a net basis.

Adecco Group provides services in the normal course of business at arm's length terms to entities that are affiliated with certain of its officers, board members, and significant shareholders through investment or board directorship.

Adecco Group seasonality

Adecco Group's quarterly operating results are affected by the seasonality of Adecco Group's customers' businesses. Demand for temporary staffing services historically has been lowest during the first quarter of the year.

Currency

The financial results of Adecco Group are presented in euro, which Adecco Group uses as its reporting currency in recognition of the significance of the euro to Adecco Group's operations. Adecco Group's share capital is denominated in Swiss Francs and Adecco Group declares and pays dividends in Swiss Francs. Adecco Group's operations are conducted in various countries around the world and the financial statements of its foreign subsidiaries are reported in the applicable foreign currencies (**functional currencies**). Financial information is translated from the applicable functional currency to euro as Adecco Group's reporting currency for inclusion in its consolidated financial statements. Income, expenses, and cash flows are translated at average exchange rates prevailing during the fiscal year or at transaction exchange rates and assets and liabilities are translated at fiscal year-end exchange rates. Resulting translation adjustments are included as a component of accumulated other comprehensive income/(loss), net, in shareholders' equity. Exchange gains and losses on intercompany balances that are considered permanently invested are also included in equity.

NON-US GAAP INFORMATION AND FINANCIAL MEASURES OR ALTERNATIVE PERFORMANCE MEASURES

Adecco Group uses non-US GAAP financial measures and/or Alternative Performance Measures (**APMs**) as defined in the ESMA guidelines on APMs (the **ESMA Guidelines**) for management purposes. The principal non-US GAAP financial measures and/or APMs discussed herein are bill rate, pay rate, constant currency, organic growth, EBITA, EBITA excluding one-offs, EBITA margin, EBITA margin excluding one-offs, EBITDA, EBITDA excluding one-offs, conversion ratio, free cash flow, cash conversion, days sales outstanding, net debt, net debt to EBITDA excluding one-offs, and dividend pay-out ratio, which are used in addition to, and in conjunction with results presented in accordance with US GAAP.

The aforementioned non-US GAAP financial measures and/or APMs should not be relied upon to the exclusion of US GAAP financial measures, but rather reflect additional measures of comparability and means of viewing aspects of Adecco Group's operations that, when viewed together with the US GAAP results, provide a more complete understanding of factors and trends affecting Adecco Group's business.

Non-US GAAP financial measures and APMs are not standardised and therefore it may not be possible to compare Adecco Group's measures with other companies' non-US GAAP financial measures and APMs having the same or a similar name. Management encourages investors to review Adecco Group's financial statements and publicly filed reports in their entirety and not to rely on any single financial measure.

Bill rate

An average hourly billing rate for temporary staffing services indicating current price levels.

Pay rate

An average hourly payroll rate including social charges for temporary staffing services indicating current costs.

Constant currency

Constant currency comparisons are calculated by multiplying the prior year functional currency amount by the current year foreign currency exchange rate. Management believes that constant currency comparisons are important supplemental information because these comparisons exclude the impact of changes in foreign currency exchange rates, which are outside Adecco Group's control, and focus on the underlying growth and performance.

Organic growth

Organic growth figures exclude the impact of currency, acquisitions, and divestitures. Management believes that organic growth comparisons are important supplemental information because these comparisons exclude the impact of changes resulting from foreign currency exchange rate fluctuations, acquisitions and divestitures.

Organic and Trading Days Adjusted growth

Organic and trading days adjusted growth (**TDA**) figures exclude the impact of currency, acquisitions and divestitures, and the number of trading days in a period. Management believes that organic and trading days adjusted growth comparisons are important supplemental information because these comparisons exclude the impact of changes resulting from foreign currency exchange rate fluctuations, acquisitions and divestitures, and variances in the number of trading days in one period compared to another.

EBITA

EBITA refers to operating income before amortisation and impairment of goodwill and intangible assets. Management believes that EBITA is important supplemental information because it focuses on the underlying growth and performance of Adecco Group's business.

EBITA excluding one-offs

EBITA excluding one-offs refers to EBITA adjusted for items impacting comparability. Management believes that EBITA excluding one-offs is important supplemental information because it excludes the effect of items that are not expected to recur in future periods, and therefore shows more clearly the underlying performance of Adecco Group's business.

EBITA margin

EBITA margin is the EBITA calculated as a percentage of revenues.

EBITA margin excluding one-offs

EBITA margin excluding one-offs is EBITA excluding one-offs calculated as a percentage of revenues.

EBITDA

EBITDA refers to operating income before amortisation and impairment of goodwill and intangible assets and depreciation. Management believes that EBITDA is important supplemental information because it focuses on the underlying growth and performance of Adecco Group's business excluding non-cash charges.

EBITDA excluding one-offs

EBITDA excluding one-offs refers to EBITDA adjusted for items impacting comparability. Management believes that EBITDA excluding one-offs is important supplemental information because it excludes the effect of items that

are not expected to recur in future periods, and therefore shows more clearly the underlying performance of Adecco Group's business excluding non-cash charges.

Conversion ratio

EBITA as a percentage of gross profit. Management believes that the conversion ratio is important supplemental information because this ratio displays the efficiency with which gross profit is converted to EBITA. Adecco Group uses this metric to manage productivity and profitability.

Free cash flow (FCF)

FCF comprises cash flow from operating activities less capital expenditures. Management believes that FCF is important supplemental information because it represents the cash generated by Adecco Group after the investments in assets necessary to support existing business activities and to pursue internal growth opportunities.

Cash conversion

Cash conversion is calculated as free cash flow before interest and tax paid (**FCFBIT**) divided by EBITA excluding one-offs. Management believes that cash conversion is important supplemental information because this represents how much underlying operating profit is converted into cash flows of Adecco Group before the impact of interest and taxes paid.

Days sales outstanding (DSO)

The monthly DSO is based on the calendar days of the respective month and is calculated by comparing the month end Net Trade Accounts Receivable (trade accounts receivable minus allowance for doubtful accounts) to the respective monthly Sales plus Value Added Tax (VAT). When the month end Net Trade Accounts Receivable exceed the respective monthly Sales plus VAT, prior month(s) Sales plus VAT are also considered in the DSO calculation, until the full month end Net Trade Accounts Receivable is covered. Management believes that DSO is important information as it represents the average time taken to collect accounts receivable.

Net debt

Net debt comprises short-term and long-term debt less cash and cash equivalents and short-term investments. Management believes that net debt is important supplemental information because this is one metric Adecco Group uses to monitor outstanding debt obligations.

Net debt to EBITDA excluding one-offs

Management believes that net debt to EBITDA excluding one-offs is important supplemental information because it is one metric Adecco Group uses to monitor its ability to meet outstanding debt obligations.

Dividend pay-out ratio

Dividend pay-out ratio refers to the percentage of adjusted net earnings per share paid to shareholders in dividends. Management believes that dividend pay-out ratio is important supplemental information because it represents the percentage of Adecco Group's annual profits being paid out to shareholders in the form of an ordinary dividend.

ADECCO GROUP OPERATING RESULTS

Overview

Adecco Group delivered a solid performance in 2019 despite a challenging economic environment. Revenues decreased by 2 per cent. on a reported basis, and were down 3 per cent. organically. This represented a slowdown when compared to the prior year, driven by weakening demand in most European markets and North America. Gross margin was up 60 basis points (**bps**) in reported terms and up 40 bps organically, thanks to Adecco Group's focus on value-based pricing and improving its business mix. EBITA margin excluding one-offs increased by 10 bps to 4.6 per cent., as the higher gross margin and productivity gains linked to the GrowTogether programme more than offset the impact of the revenue decline. This was achieved even while Adecco Group continued to invest in its digital transformation.

Free cash flow of EUR 724 million was above the level of the prior year, helped by a working capital inflow, confirming the partial counter-cyclical nature of Adecco Group's cash flow. DSO was 53 days, in line with 2018. During the year Adecco Group distributed EUR 360 million in dividends and repurchased shares for EUR 72 million to complete the 2018 share buyback programme. Acquisitions, divestments, and other investing activities totalled a net inflow of EUR 519 million, including an inflow of EUR 544 million for the divestiture of Soliant Health Inc. Net debt ended the year at EUR 398 million, representing a ratio of 0.3x net debt to EBITDA excluding one-offs, benefiting from a cash inflow of EUR 544 million for the divestiture of Soliant Health Inc. During 2019, the Adecco Group took advantage of favourable conditions in the debt markets to issue JPY 7 billion 20-year notes

with a 1.14 per cent. coupon and EUR 300 million 10.5-year notes with a 1.25 per cent. coupon. EUR 200 million of the notes maturing in 2022 with a coupon of 1.500 per cent. were repurchased following a tender offer.

Adecco Group will continue to closely monitor the economic environment and to steer the business accordingly, as it did successfully in 2019.

in EUR millions unless stated	FY 2019	FY 2018	Variance	
			Reported	Organic
Summary of income statement information				
Revenues	23,427	23,867	-2%	-3%
Gross profit	4,504	4,433	2%	-1%
EBITA excluding one-offs	1,069	1,080	-1%	-1%
EBITA	988	987	0%	0%
Net income attributable to Adecco Group shareholders	727	458	59%	
Diluted EPS (EUR)	4.47	2.77	62%	
Dividend per share (CHF)	2.50	2.50	0%	
Gross margin	19.2%	18.6%	60 bps	40 bps
EBITA margin excluding one-offs	4.6%	4.5%	10 bps	10 bps
EBITA margin	4.2%	4.1%	10 bps	20 bps
Summary of cash flow and net debt information				
Free cash flow before interest and tax paid (FCFBIT)	999	903		
Free cash flow (FCF)	724	569		
Net debt	398	1,124		
Days sales outstanding	53	53		
Cash conversion	93%	84%		
Net debt to EBITDA excluding one-offs	0.3x	1.0x		

Income Statement

Revenues

Full year 2019 revenues of EUR 23,427 million were down 3 per cent. year on year. Currency fluctuations had a positive impact of approximately 1 per cent., while acquisitions and divestments had a negligible impact.

Revenue performance was varied by service line. Revenues in temporary staffing were EUR 20,079 million, down 4 per cent., comprising a 7 per cent. decline in temp hours sold, partly offset by a 3 per cent. increase in the average bill rate. Permanent placement revenues were flat versus the prior year, at EUR 578 million in 2019. Revenues from counter-cyclical Career Transition amounted to EUR 349 million in 2019, an increase of 1 per cent. Revenues in outsourcing and other activities increased by 5 per cent. to EUR 2,421 million.

In General Staffing, revenues declined by 4 per cent., with Industrial down 6 per cent. and Office down 1 per cent. In Professional Staffing, revenues declined by 1 per cent., comprising an increase of 6 per cent. in Medical & Science and 3 per cent. in Engineering & Technical, offset by declines of 2 per cent. in Information Technology and 5 per cent. in Finance & Legal. In Solutions, revenues increased by 5 per cent., comprising growth of 6 per cent. in Business Process Outsourcing and an increase of 5 per cent. in Career Transition and Talent Development.

Gross Profit

Gross profit amounted to EUR 4,504 million, down 1 per cent. The gross margin was 19.2 per cent., up 60 bps compared to 2018, in reported terms. Currency had a 10 bps positive impact, while acquisitions and divestments also had a 10 bps positive impact. On an organic basis, the gross margin was therefore up 40 bps.

The 40 bps increase in organic margin in 2019 comprised: an increase in temporary staffing gross margin of approximately 20 bps; a positive impact of 10 bps from permanent placement; and a positive impact of 10 bps from Career Transition.

Gross margin drivers YoY

in basis points	2019	2018
Temporary staffing	20	(10)
Permanent placement	10	30
Career transition	10	(10)
Organic	40	10
Acquisitions & divestments	10	20
Currency	10	(10)
Reported	60	20

Selling, general, and administrative expenses

Selling, general, and administrative expenses (SG&A) excluding one-offs were EUR 3,438 million in 2019 (excludes EUR 3 million proportionate net income of equity method investment in FESCO Adecco), down 1 per cent. compared to 2018. SG&A excluding one-offs as a percentage of revenues was 14.7 per cent. in 2019, compared to 14.0 per cent. in 2018. The increase year-on-year was primarily due to business mix, with higher gross margin and SG&A activities such as permanent placement and career transition increasing as a proportion of Adecco Group revenues, as well as increased investments in Adecco Group's strategic initiatives and IT. In 2019, FTE employees decreased by 2 per cent. year on year. Compared to 2018, the branch network decreased by 3 per cent.

In 2019, one-offs amounted to EUR 81 million (comprising restructuring costs for EUR 70 million and M&A related costs of EUR 11 million), of which: EUR 6 million were in France, EUR 3 million were in North America, UK & I General Staffing; EUR 16 million were in North America, UK & I Professional Staffing; EUR 17 million were in Germany, Austria, Switzerland; EUR 2 million were in Benelux & Nordics; EUR 1 million was in Italy; EUR 1 million in Iberia; EUR 3 million were in Rest of World; EUR 27 million were in Career Transition and Talent Development; and EUR 5 million were in Corporate. In 2018, one-offs amounted to EUR 93 million, of which: EUR 4 million were in France; EUR 4 million were in North America, UK & I General Staffing; EUR 8 million were in North America, UK & I Professional Staffing; EUR 26 million in Germany, Austria, Switzerland; EUR 9 million in Benelux & Nordics; EUR 1 million in Japan; EUR 3 million in Iberia; EUR 4 million in Rest of World; EUR 6 million in Career Transition and Talent Development; and EUR 28 million in Corporate.

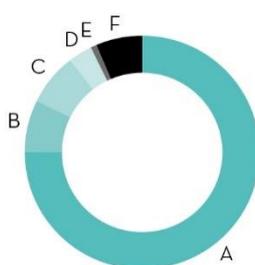
Remuneration expenses were EUR 2,557 million in 2019, representing 73 per cent. of total SG&A, compared to EUR 2,489 million in 2018, representing of total 72 per cent. of total SG&A. Marketing expenses were EUR 105 million in 2019, compared to EUR 101 million in 2018. Bad debt expense was EUR 25 million in 2019 compared to EUR 20 million in 2018.

SG&A breakdown

FY 2019

FY 2019

- A - Remuneration expenses - 73%
- B - Premises expenses - 7%
- C - Office & administrative expenses - 7%
- D - Marketing - 3%
- E - Bad debt expense - 1%
- F - Other - 6%



EBITA

EBITA excluding one-offs was EUR 1,069 million in 2019, down 1 per cent. compared to 2018. The EBITA margin excluding one-offs was 4.6 per cent. in 2019, compared to 4.5 per cent. in 2018, as the higher gross margin and productivity gains linked to the GrowTogether programme more than offset the impact of the revenue decline and continuing investments in Adecco Group's strategic initiatives.

The EBITA conversion ratio excluding one-offs (EBITA excluding one-offs divided by gross profit) was 23.7 per cent. in 2019 compared to 24.4 per cent. in 2018, mainly driven by business mix.

One-offs amounted to EUR 81 million in 2019 and EUR 93 million in 2018. EBITA was EUR 988 million in 2019 compared to EUR 987 million in 2018. The EBITA margin was 4.2 per cent. in 2019 and 4.1 per cent. in 2018.

Amortisation of Intangible Assets and Impairment of Goodwill

Amortisation of intangible assets was EUR 64 million in 2019 compared to EUR 52 million in 2018. The increase was driven by the impact of 2018 acquisitions and the amortisation of certain trademark assets, for which the useful lives were reappraised in connection with the ongoing rationalisation of Adecco Group's brand portfolio. The latter also resulted in a one-time, non-cash write-down of EUR 20 million in Q4 2019. In 2018 a goodwill impairment of EUR 270 million relating to the Germany, Austria, Switzerland reporting segment was recognised in the fourth quarter.

Operating income

Operating income was EUR 904 million in 2019 compared to EUR 665 million in 2018, which was negatively impacted by the impairment of goodwill.

Interest Expense and Other income/(expenses), net

Interest expense was EUR 35 million in 2019, compared to EUR 38 million in 2018. Other income/(expenses), net includes interest income, foreign exchange gains and losses, proportionate net income of investee companies, and other non-operating income/(expenses), net. In 2019, other income/(expenses), net amounted to an income of EUR 207 million, including a EUR 248 million gain on sale relating to the divestment of Soliant Health Inc., a EUR 25 million contribution to the Adecco Group Foundation, and a EUR 10 million expense relating to the exit of Adecco Group's call centre outsourcing operations in Spain. In 2018, other income/(expenses), net amounted to an income of EUR 100 million, including a EUR 113 million gain from the sale of Adecco Group's stake in Beeline, and a EUR 25 million expense to establish the Adecco Group US Foundation.

Provision for income taxes

Provision for income taxes was EUR 348 million in 2019, compared to EUR 267 million in 2018. The effective tax rate is impacted by recurring items, such as tax rates in the different jurisdictions where Adecco Group operates, and the income mix within jurisdictions. It is also affected by discrete items which may occur in any given year but are not consistent from year to year. In 2019, the effective tax rate was 32 per cent. Discrete events reduced the effective tax rate by around 3 per cent., while taxes payable on the Soliant Health Inc. divestment increased the effective tax rate by around 3 per cent. In 2018, the effective tax rate excluding the impairment of goodwill, which is not tax deductible, was 27 per cent. with discrete events having less than 1 per cent. positive impact. The increase in the effective tax rate year on year is primarily attributable to higher taxable income in France, resulting from the replacement of the CICE wage subsidies, which were previously tax exempt.

Net income attributable to Adecco Group shareholders and basic EPS

Net income attributable to Adecco Group shareholders in 2019 was EUR 727 million, compared to EUR 458 million in 2018. Basic earnings per share (EPS) was EUR 4.48 in 2019 compared to EUR 2.77 in 2018.

Cash Flow Statement and Net Debt

Analysis of cash flow statements

The following table illustrates cash flows from or used in operating, investing, and financing activities:

in EUR millions	2019	2018
Summary of cash flow information		
Cash flows from operating activities	880	727
Cash used in investing activities	324	(344)
Cash used in financing activities	(524)	(682)

Cash flows from operating activities were EUR 880 million in 2019, compared to EUR 727 million in 2018. DSO was 53 days for the full year 2019, in line with 2018. 2018 cash flow included the cash proceeds from the sale of a portion of the CICE receivables of EUR 224 million, whereas in 2019 Adecco Group elected not to sell the CICE receivables.

Cash from investing activities totalled EUR 324 million in 2019, compared to EUR 344 million used in 2018. In 2019, cash settlements on derivative instruments was an outflow of EUR 39 million compared to an outflow of EUR 4 million in 2018. Capital expenditures amounted to EUR 156 million in 2019 and EUR 158 million in 2018. In 2019, acquisitions, divestments, and other investing activities totalled a net inflow of EUR 519 million, including an inflow of EUR 544 million from the divestiture of Soliant Health Inc. In 2018, acquisitions, divestments, and other investing activities totalled a net outflow of EUR 182 million, including an outflow of EUR 393 million for the acquisition of Vettery and General Assembly, and an inflow of EUR 226 million from the disposal of Adecco Group's investment in Beeline/IQNavigator.

Cash used in financing activities totalled EUR 524 million in 2019, compared to EUR 682 million in 2018. In 2019, Adecco Group issued long-term debt of EUR 353 million, net of issuance costs, and repaid long-term debt of EUR 215 million. In 2018, Adecco Group issued long-term debt of EUR 135 million, net of issuance costs, and repaid long-term debt of EUR 350 million. Adecco paid dividends of EUR 360 million in 2019 and EUR 350 million in 2018, and purchased treasury shares for EUR 72 million in 2019 (under the 2018 share buyback programme) and EUR 110 million in 2018 (of which EUR 77 million was under the 2018 share buyback programme and EUR 33 million under the 2017 share buyback programme).

Net debt

Net debt decreased by EUR 726 million to EUR 398 million, as at 31 December 2019. The ratio of net debt to EBITDA excluding one-offs was 0.3x, compared to 1.0x at 31 December 2018. The following table presents the calculation of net debt based upon financial measures in accordance with US GAAP:

in EUR millions	2019	2018
Net debt		
Short-term debt and current maturities of long-term debt	172	267
Long-term debt, less current maturities	1,577	1,509
Total debt	1,749	1,776
Less:		
Cash and cash equivalents	1,351	652
Short-term investments		
Net debt	398	1,124

During 2019 the Adecco Group took advantage of favourable conditions in the debt markets to issue JPY 7 billion 20-year notes with a 1.14 per cent. coupon and EUR 300 million 10.5-year notes with a 1.25 per cent. coupon. EUR 200 million of the notes maturing in 2022 with a coupon of 1.500 per cent. were purchased by Adecco Group following a cash tender offer.

SEGMENT PERFORMANCE

All growth rates are year on year on an organic basis, unless otherwise stated.

France

In 2019, revenues in France decreased by 3 per cent., to EUR 5,466 million, continuing the slowdown experienced in 2018 and reflecting a declining market. Temporary staffing revenues in France declined by 4 per cent. while permanent placement revenues grew by 3 per cent.

Revenues were down 4 per cent. in General Staffing, which accounts for around 93 per cent. of revenues, and increased by 11 per cent. in Professional Staffing. The revenue decline was most pronounced in the manufacturing, logistics and retail sectors.

EBITA excluding one-offs amounted to EUR 353 million in 2019, down 1 per cent. year on year. EBITA of EUR 347 million included one-offs of EUR 6 million. In 2019 the EBITA margin excluding one-offs was 6.5 per cent., an increase of 20 basis points year on year. Margin improvement was driven by business mix, pricing and higher productivity linked to the GrowTogether programme, which more than offset the negative impact of lower revenues.

North America, UK and Ireland General Staffing

Revenues in North America, UK&I General Staffing were EUR 2,961 million in 2019, down 4 per cent. compared to the prior year. Temporary staffing revenues were down 5 per cent. while permanent placement revenues were down 7 per cent.

In North America, representing 73 per cent. of the segment, revenues declined by 5 per cent. The revenue trend weakened during the course of the year, impacted by a moderation in the U.S. market growth and, in particular, a slowdown in the manufacturing sector, which represents approximately 40 per cent. of revenues. In the UK&I, representing 27 per cent. of the segment, revenue declined 1 per cent., impacted by generally weak market conditions, reflecting Brexit-related uncertainty.

In 2019, EBITA excluding one-offs was EUR 91 million, a decline of 10 per cent. year on year. EBITA of EUR 88 million included one-offs of EUR 3 million. The EBITA margin excluding one-offs was 3.1 per cent. in 2019, compared to an EBITA margin excluding one-offs of 3.2 per cent. in 2018. Higher gross margin and FTE productivity growth from GrowTogether initiatives were offset by the negative operating leverage.

North America, UK and Ireland Professional Staffing

In 2019, revenues in North America, UK&I Professional Staffing were EUR 3,403 million, down 4 per cent. year on year. Temporary staffing revenues were down 5 per cent. and permanent placement revenues were up 2 per cent.

In North America, representing 64 per cent. of the segment, revenues decreased by 6 per cent. Medical & Science grew by 8 per cent. while Engineering & Technical grew by 1 per cent. This was offset by declines in Finance & Legal, down 5 per cent., impacted by the completion of fewer large projects in the Legal business, and in IT, down 13 per cent., affected by lower demand at key clients and the repositioning of the business. In UK&I, which comprises 36 per cent. of the segment, revenues decreased by 2 per cent, impacted by the economic and political uncertainty related to the Brexit process.

EBITA excluding one-offs amounted to EUR 178 million in 2019, down 10 per cent. versus the prior year. EBITA of EUR 162 million included one-offs of EUR 16 million. The EBITA margin excluding one-offs was 5.2 per cent. in 2019, down 40 bps compared to 2018. Pricing and GrowTogether had a positive impact on the margin but were offset by negative operating leverage and digital investments.

Germany, Austria, Switzerland

In Germany, Austria, Switzerland, revenues were EUR 1,918 million in 2019, down 12 per cent., reflecting ongoing challenging conditions in the German market. Temporary staffing revenues declined by 14 per cent. and permanent placement revenues declined by 2 per cent. Revenues in General Staffing, which accounts for around 78 per cent. of total revenues, were down 15 per cent., impacted by continued weakness in the German economy, particularly in the automotive sector, and the impact of regulatory changes in Germany. Revenues in Professional Staffing grew by 1 per cent.

EBITA excluding one-offs amounted to EUR 32 million in 2019, down 35 per cent. compared to 2018, driven by the revenue decline and negative operating leverage. EBITA of EUR 15 million included one-offs of EUR 17 million. In 2019, the EBITA margin excluding one-offs was 1.6 per cent., compared to 2.2 per cent. in 2018.

Benelux & Nordics

In 2019, revenues in Benelux & Nordics were EUR 1,883 million, down 7 per cent. Temporary staffing revenues declined by 8 per cent. and permanent placement revenues declined by 10 per cent., partly offset by growth in outsourcing and other activities. In Benelux, revenues decreased by 9 per cent., impacted by softer market conditions and reduced demand at a few large clients. In the Nordics, revenues were down 5 per cent., with growth in Finland offset by declines in Sweden, Denmark and Norway.

In 2019, EBITA excluding one-offs was EUR 61 million, up 18 per cent. year on year. EBITA of EUR 59 million included one-offs of EUR 2 million. In 2019, the EBITA margin excluding one-offs was 3.3. per cent, compared to 2.5 in 2018. The positive margin developments were driven by improving business mix, pricing and cost actions.

Italy

Revenues in Italy decreased by 4 per cent. in 2019, to EUR 1,910 million, driven by weakness in the manufacturing and automotive sectors, reflecting a softer economic environment in the country and its main export markets. Temporary staffing revenues declined by 6 per cent. and permanent placement grew by 16 per cent.

EBITA excluding one-offs in 2019 was EUR 150 million, down 9 per cent. compared to the previous year. The EBITA margin excluding one-offs was 7.8 per cent. in 2019, compared to 8.2 per cent. in 2018, with the decline driven by lower revenues and growth investments.

Japan

In Japan, revenues in 2019 were EUR 1,480 million, up 7 per cent. Revenues grew by 6 per cent. in temporary staffing, by 1 per cent. in permanent placement, and increased by 10 per cent. in outsourcing. In General Staffing, revenues were up 5 per cent. In Professional Staffing, which represents 29 per cent. of revenues, growth was 12 per cent.

EBITA amounted to EUR 107 million in 2019, up 10 per cent. year on year. The EBITA margin excluding one-offs was 7.3 per cent. in 2019, compared to 7.1 per cent. in 2018.

Iberia

Revenues in Iberia were EUR 1,163 million in 2019, an increase of 3 per cent. compared to the previous year, with growth accelerating in the second half of the year. Revenues increased by 5 per cent. in temporary staffing, were flat in permanent placement and decreased by 1 per cent. in outsourcing.

EBITA excluding one-offs amounted to EUR 59 million in 2019, down 3 per cent. year on year. In 2019, EBITA of EUR 58 million included one-offs of EUR 1 million. The EBITA margin excluding one-offs was 5.0 per cent. in 2019, compared to 5.3 per cent. in 2018, mainly impacted by business mix and lower profitability in the contact centre outsourcing operations, which were divested at the beginning of 2020.

Rest of World

In 2019, revenues in Rest of World increased by 2 per cent. to EUR 2,716 million. Revenues in Australia & New Zealand were down 2 per cent., Latin America up 5 per cent., Eastern Europe & MENA was down 1 per cent., while Asia was up 3 per cent., and India was up 4 per cent.

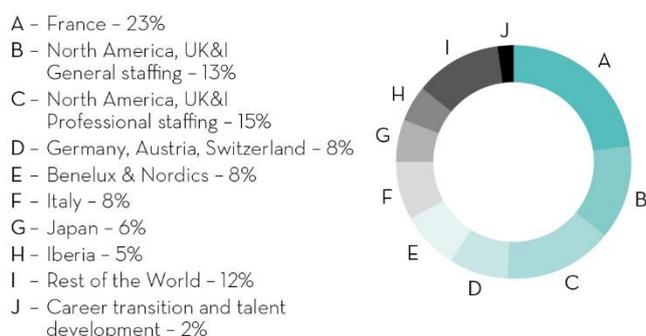
In 2019, EBITA excluding one-offs amounted to EUR 95 million, flat versus the prior year. In 2019, EBITA of EUR 92 million included one-off costs of EUR 3 million. The EBITA margin excluding one-offs was 3.5 per cent. in 2019, compared to an EBITA margin of 3.6 per cent. in 2018.

Career Transition & Talent Development

Career Transition and Talent Development comprise Adecco Group's global lead brands Lee Hecht Harrison and General Assembly. Revenues in 2019 were EUR 527 million, up 5 per cent. year on year. Growth was 2 per cent. in Lee Hecht Harrison, as demand for career transition services increased during the second half of the year. General Assembly, which was acquired in June 2018, was included in organic growth from June 2019 and delivered 28 per cent. revenue growth.

EBITA excluding one-offs was EUR 92 million in 2019, up 16 per cent. year on year. EBITA of EUR 65 million included one-off costs of EUR 27 million, of which EUR 7 million were M&A-related costs at General Assembly and EUR 20 million were restructuring expenses at Lee Hecht Harrison. The EBITA margin excluding one-offs was 17.4 per cent. in 2019 compared to 18.4 per cent. in 2018, impacted by the consolidation of General Assembly, which remained in an investment phase for the full year 2019.

2019 revenue split by segment revenue



Temporary staffing organic variance YoY by segment

	Organic variance		
	Hours sold	Bill rate	Revenues

France	-6%	2%	-4%
N. America, UK&I General Staffing	-12%	8%	-5%
N. America, UK&I Professional Staffing	-8%	3%	-5%
Germany, Austria, Switzerland	-17%	4%	-14%
Benelux & Nordics	-12%	5%	-8%
Italy	-6%	0%	-6%
Japan	4%	2%	-6%
Iberia	3%	2%	5%
Rest of World	-6%	7%	1%
Adecco Group	-7%	3%	-4%

Revenues by segment

	Revenues in EUR millions		Variance				per cent. of total revenues	
	2019	2018	EUR	Constant currency	Organic	Organic TDA ¹	2019	2018
France	5,466	5,657	-3%	-3%	-3%	-3%	23%	24%
N. America, UK&I General Staffing	2,961	2,972	0%	-4%	-4%	-4%	13%	12%
N. America, UK&I Professional Staffing	3,403	3,434	-1%	-4%	-4%	-4%	15%	15%
Germany, Austria, Switzerland	1,918	2,148	-11%	-11%	-12%	-12%	8%	9%
Benelux & Nordics	1,883	2,075	-9%	-8%	-7%	-7%	8%	9%
Italy	1,910	1,997	-4%	-4%	-4%	-5%	8%	8%
Japan	1,480	1,289	15%	7%	7%	9%	6%	5%
Iberia	1,163	1,127	3%	3%	3%	3%	5%	5%
Rest of World	2,715	2,721	0%	1%	2%	1%	12%	11%
Career Transition and Talent Development	527	447	18%	14%	5%	5%	2%	2%
Adecco Group	23,427	23,867	-2%	-3%	-3%	-3%	100%	100%

1. TDA = trading days adjusted

Organic revenue variance YoY, trading days adjusted

	2019				
	Q1	Q2	Q3	Q4	FY
France	-1%	-3%	-6%	-3%	-3%
North America, UK&I General Staffing	2%	-1%	-5%	-11%	-4%
North America, UK&I Professional Staffing	-5%	-4%	-4%	-5%	-4%
Germany, Austria, Switzerland	-10%	-15%	-14%	-11%	-12%
Benelux & Nordics	-6%	-7%	-7%	-9%	-7%
Italy	-4%	-6%	-6%	-6%	-5%
Japan	8%	12%	9%	8%	9%
Iberia	-4%	4%	6%	6%	3%
Rest of World	4%	2%	-2%	1%	1%
Career Transition and Talent Development	0%	-1%	10%	10%	5%
Adecco Group	-2%	-3%	-4%	-4%	-3%

Adecco Group in the market context, 2019

	Adecco Group		Market		Adecco Group	
	Revenues EUR millions	Organic variance	Revenues EUR billions	Variance in constant currency	Market Share	Market Position
France	5,466	-3%	25	-2%	22%	1
North America, UK&I	6,364	-4%	180	2%	4%	2
Germany, Austria, Switzerland	1,918	-12%	36	-12%	5%	2
Benelux & Nordics	1,883	-7%	34	-2%	6%	2
Italy	1,910	-4%	12	-3%	16%	1
Japan	1,480	7%	120	5%	1%	4
Iberia	1,163	3%	7	1%	17%	2
Rest of World	2,716	2%	89	3%	3%	2
Career Transition and Talent Development	527	5%	16	0%	3%	1
Adecco Group	23,427	-3%	519	1%	5%	2

Revenues by business line¹

	Revenues in EUR millions		EUR	Variance		per cent. of total revenues	
	2019	2018 ²		Constant currency	Organic	2019	2018
Office	5,522	5,457	1%	-1%	-1%	24%	23%
Industrial	12,009	12,695	-5%	-6%	-6%	51%	53%
General Staffing	17,531	18,152	-3%	-4%	-4%	75%	76%
Information Technology	2,885	2,860	1%	-2%	-2%	12%	12%
Engineering & Technical	721	683	6%	2%	3%	3%	3%
Finance & Legal	992	1,012	-2%	-5%	-5%	4%	4%
Medical & Science	592	549	8%	4%	6%	3%	2%
Professional Staffing	5,190	5,104	2%	-1%	-1%	22%	21%
CTTD	527	447	18%	14%	5%	2%	2%
BPO	179	164	10%	6%	6%	1%	1%
Solutions	706	611	16%	12%	5%	3%	3%
Adecco Group	23,427	23,867	-2%	-3%	-3%	100%	100%

¹ Breakdown of staffing revenues into Office, Industrial, Information Technology, Engineering & Technical, Finance & Legal, and Medical & Science is based on dedicated branches. CTTD comprises Career Transition & Talent Development services. BPO comprises Managed Service Programmes (MSP) and Recruitment Process Outsourcing (RPO).

² 2018 Office and Industrial, Information Technology, Engineering & Technical, and Finance & Legal have been restated to conform with current period presentation.

EBITA, one-offs, and EBITA excluding one-offs by segment

in EUR millions	EBITA excluding one-offs		One-offs		EBITA	
	2019	2018	2019	2018	2019	2018
France	353	356	(6)	(4)	347	352
North America, UK&I General Staffing	91	96	(3)	(4)	88	92
North America, UK&I Professional Staffing	178	193	(16)	(8)	162	185
Germany, Austria, Switzerland	32	48	(17)	(26)	15	22
Benelux & Nordics	61	53	(2)	(9)	59	44
Italy	150	163	(1)	-	149	163
Japan	107	91	-	(1)	107	90
Iberia	59	60	(1)	(3)	58	57
Rest of World	95	98	(3)	(4)	92	94
Career Transition and Talent Development	92	82	(27)	(6)	65	76
Corporate	(149)	(160)	(5)	(28)	(154)	(188)
Adecco Group	1,069	1,080	(81)	(93)	988	987

EBITA and EBITA margin excluding one-offs by segment

	EBITA excluding one-offs in EUR millions				EBITA margin excluding one-offs			
	2019	2018	Variance		2019	2018	Variance	
			EUR	Constant currency			bps	
France	353	356	-1%	-1%	6.5%	6.3%	20	
North America, UK&I General Staffing	91	96	-6%	-10%	3.1%	3.2%	(10)	
North America, UK&I Professional St.	178	193	-7%	-12%	5.2%	5.6%	(40)	
Germany, Austria, Switzerland	32	48	-35%	-36%	1.6%	2.2%	(60)	
Benelux & Nordics	61	53	16%	17%	3.3%	2.5%	80	
Italy	150	163	-9%	-9%	7.8%	8.2%	(40)	
Japan	107	91	18%	10%	7.3%	7.1%	20	
Iberia	59	60	-3%	-3%	5.0%	5.3%	(30)	
Rest of World	95	98	-2%	0%	3.5%	3.6%	(10)	
Career Transition and Talent Development	92	82	11%	6%	17.4%	18.4%	(100)	
Corporate	(149)	(169)	-7%	-11%				
Adecco Group	1,069	1,080	-1%	-2%	4.6%	4.5%	10	

EBITA and EBITA margin by segment

	EBITA in EUR millions	EBITA margin
--	-----------------------	--------------

			Variance				Variance
	2019	2018	EUR	Constant currency	2019	2018	bps
France	347	352	-1%	-1%	6.3%	6.2%	10
North America, UK&I General Staffing	88	92	-4%	-8%	3.0%	3.1%	(10)
North America, UK&I Professional St.	162	185	-12%	-17%	4.8%	5.4%	(60)
Germany, Austria, Switzerland	15	22	-33%	-35%	0.8%	1.0%	(20)
Benelux & Nordics	59	44	34%	36%	3.2%	2.1%	110
Italy	149	163	-9%	-9%	7.8%	8.2%	(40)
Japan	107	90	18%	11%	7.2%	7.0%	20
Iberia	58	57	1%	1%	4.9%	5.1%	(20)
Rest of World	92	94	-2%	0%	3.4%	3.5%	(10)
Career Transition and Talent Development	65	76	-15%	-18%	12.4%	17.1%	(470)
Corporate	(154)	(188)	-18%	-21%			
Adecco Group	988	987	0%	-1%	4.2%	4.1%	10

FTE employees and branches by segment

	FTE employees				Branches			
			Variance				Variance	
	2019	2018 ¹	Reported	Organic	2019	2018 ²	Reported	Organic
France	5,336	5,540	-4%	-3%	1,121	1,140	-2%	-1%
North America, UK&I General St.	4,107	4,294	-4%	-4%	792	775	2%	2%
North America, UK&I Professional S	5,184	5,239	-1%	-2%	413	461	-10%	-10%
Germany, Austria, Switzerland	2,589	2,821	-8%	-9%	455	475	-4%	-6%
Benelux & Nordics	2,491	2,697	-8%	-6%	443	478	-7%	-2%
Italy	2,164	2,087	4%	4%	433	432	0%	0%
Japan	2,153	2,081	3%	3%	139	144	-4%	-4%
Iberia	1,781	1,821	-2%	-2%	412	423	-3%	-3%
Rest of World	5,676	5,697	0%	0%	618	657	-6%	-5%
Career Transition and Talent Development	2,406	2,219	8%	1%	262	268	-2%	-2%
Corporate	774	608	27%	27%				
Adecco Group	34,662	35,104	-1%	-2%	5,088	5,253	-3%	-3%

¹. In 2018 FTE employees were restated due to a change in the count methodology for apprentices in France and internal temps in the Netherlands.

². In 2018 branches were restated in Switzerland.

RECENT DEVELOPMENTS AND OUTLOOK

Recent Developments

On 5 May 2020, Adecco Group published its unaudited Q1 2020 results. The Consolidated statements of operations, Consolidated balance sheets and Consolidated statements of cash flows as so published have been incorporated by reference herein (see “*Documents Incorporated by Reference*”).

In Q1 2020, Adecco Group revenues declined by 9 per cent. year-on-year on a reported basis and also organically and TDA. In January and February 2020 revenues declined by 4 per cent. year-on-year organically and TDA. In March 2020, however, the introduction of strict lockdown measures in many countries, in response to the COVID-19 pandemic, resulted in an Adecco Group revenue decline of 19 per cent. year-on-year TDA, with the negative impact being most particularly experienced in the second half of the month.

In Q1 2020, Adecco Group generated an operating loss of EUR 247 million which was driven by a goodwill impairment of EUR 362 million relating to the Germany, Austria, Switzerland reporting segment. This impairment was in turn driven by the unprecedented degree of forecast uncertainty relating to COVID-19, compounding the already challenging market dynamics in Germany. Net loss attributable to Adecco Group shareholders was EUR 348 million for the quarter, driven by the goodwill impairment, compared to an income of EUR 133 million for the same period. Basic EPS was EUR (2.15) compared to EUR 0.82 in Q1 2019.

Net debt was EUR 388 million at 31 March 2020, compared to EUR 398 million at 31 December 2019 and EUR 1,096 million at 31 March 2019. Net debt to EBITDA excluding one-offs was 0.3x, compared to 0.3x at 31 December 2019 and 0.9x in the same period of the prior year.

Outlook

The Adecco Group has, during Q2 2020 to date, continued to be adversely affected by the broadening and intensification of lockdown measures to contain the COVID-19 pandemic. It has experienced a significant revenue decline during the quarter, estimated by management to be approximately 40 per cent. year-on-year in April 2020 alone. However, those countries that entered lockdown earliest, are showing signs of stabilisation.

While the unprecedented speed and depth of the revenue decline is expected to impact profitability in the short-term, Adecco Group believes that it has a flexible cost structure and robust cashflows, as evidenced in previous economic downturns. The Adecco Group also believes that it has a strong balance sheet and significant liquidity headroom, with EUR 1.4 billion cash on hand at the end of March 2020 and access to a EUR 600 million committed long-term revolving credit facility, which remains undrawn as at the date of this Base Prospectus and is not subject to any financial covenants. Additionally, working capital dynamics are typically counter-cyclical, and net working capital in Q2 2020 will be further supported by the phasing of certain tax and social security payments as a result of COVID-19 support measures, which is likely to increase Adecco Group's cash position in the short-term. As a result of the current COVID-19 pandemic, Adecco Group has further decided that while its financial position remains strong it would not be appropriate to initiate the EUR 600 million 2019 share buyback programme at this current time.

The extent to which COVID-19 has negatively impacted Adecco Group revenues (as indicated above) is likely to have a material impact on EBITDA in the short-term and consequently the ratio of net debt to EBITDA excluding one-offs. However, given the inherent flexibility of Adecco Group's cost base, management expects that any impact could be mitigated in the medium-term.

Planned cash outflows in 2020 include distribution of dividends for 2019 in the amount of CHF 2.50 per share. The maximum amount of dividends payable based on the total number of outstanding shares (excluding treasury shares), as at 31 December 2019 of 162,082,852 was CHF 405 million. The shareholders at the Annual General Meeting on 16 April 2020 approved such dividend, which was paid to shareholders on 24 April 2020.

See "*Risk Factors – Factors that may affect the Guarantor's ability to fulfil its obligations under the Guarantee – Adecco Group's business has been adversely impacted and may be further adversely impacted by the COVID-19 pandemic*" for further details.

CONTROLS AND COMPLIANCE

Adecco Group is committed to maintaining the highest standards of ethical business conduct. Adecco Group's Chief Human Resources Officer and the Head of Group Compliance Reporting oversee worldwide business ethics and compliance practices and report regularly on these topics, depending on the nature of the irregularities, to the Audit Committee or to the Governance and Nomination Committee. In addition, Adecco Group's Head of Group Internal Audit reports directly to the Audit Committee.

The Board of Directors and management of Adecco Group are responsible for establishing and maintaining adequate Internal Control Over Financial Reporting. Management has assessed the effectiveness of Adecco Group's Internal Control Over Financial Reporting as of 31 December 2019. In making this assessment, management used the principles established in the updated Internal Control – Integrated Framework (May 2013) issued by the Committee of Sponsoring Organisations of the Treadway Commission (**COSO**). Based on this assessment, management has concluded that, as of 31 December 2019, Adecco Group's Internal Control over Financial Reporting is effective.

Adecco Group's internal control system is designed to provide reasonable assurance to Adecco Group's management and the Board of Directors regarding the reliability of financial reporting and the preparation and fair presentation of its published consolidated financial statements. All internal control systems, no matter how well designed, have inherent limitations. Therefore, even those systems determined to be effective may not prevent or detect misstatements and can provide only reasonable assurance with respect to financial statements preparation and presentation. Furthermore, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

ADECCO GROUP BOARD OF DIRECTORS

As of the date of this Base Prospectus, the Board of Directors of Adecco consists of eight members.

The following list sets forth the name and principal positions of those individuals who serve as members of the Board of Directors as of the date of this Base Prospectus:

Jean-Christophe Deslarzes – Member and Chairman of the Board of Directors, Chairman of the Compensation Committee and member of the Governance & Nomination Committee.

Kathleen Taylor – Member and Vice-Chairwoman of the Board of Directors, member of the Audit Committee, member of the Compensation Committee, member of the Governance & Nomination Committee and member of the Digital Platform & Technology Committee.

Alexander Gut – Member of the Board of Directors, Chairman of the Governance & Nomination Committee and member of the Digital Platform & Technology Committee.

David Prince – Member of the Board of Directors, member of the Audit Committee and member of the Governance & Nomination Committee.

Didier Lamouche – Member of the Board of Directors, member of the Compensation Committee and member of the Digital Platform & Technology Committee.

Ariane Gorin – Member of the Board of Directors, Chairwoman of the Digital Platform & Technology Committee and member of the Audit Committee.

Regula Wallimann – Member of the Board of Directors and Chairwoman of the Audit Committee.

The business address for the above Directors is Bellerivestrasse 30, 8008 Zurich, Switzerland.

At the date of this Base Prospectus, there are no potential conflicts of interest between the duties to Adecco of any of the Directors and their private interests and/or other duties.

EXECUTIVE COMMITTEE

The following list sets forth the names of those individuals who, as of the date of this Base Prospectus, serve as members of the Executive Committee of Adecco Group.

Alain Dehaze – Chief Executive Officer

Hans Ploos van Amstel³ – Chief Financial Officer

Christophe Catoir – Regional Head of France and Northern Europe

Jan Gupta – President of Modis

Sergio Picarelli – Regional Head of North America, UK & Ireland Professional Staffing and global oversight of Lee Hecht Harrison, General Assembly, Badenoch+Clark, Spring Professional & Pontoon

Enrique Sánchez – Regional Head of Iberia, Italy, Eastern Europe & MENA

Federico Vione – Regional Head of North America, UK & Ireland General Staffing and Latin America

Stephan - Howeg – Chief of Staff & Communications Officer

Gordana Landen – Chief Human Resources Officer

Ian Lee – Regional Head of Asia Pacific

Teppo Paavola – Chief Digital Officer

At the date of this Base Prospectus, there are no potential conflicts of interest between the duties to Adecco of any of the members of the Executive Committee and their private interests and/or other duties.

The business address for the above members of the Executive Committee is Bellerivestrasse 30, 8008 Zurich, Switzerland.

LEGAL PROCEEDINGS / CONTINGENCIES

³ Hans Ploos van Amstel will leave Adecco Group and be succeeded as Chief Financial Officer by Coram Williams with effect from and including 1 June 2020.

In the ordinary course of business, Adecco Group is involved in various legal actions and claims, including those related to social security charges, other payroll related charges, and various employment related matters. Although the outcome of the legal proceedings cannot be predicted with certainty, Adecco Group believes it has adequately reserved for such matters.

DESCRIPTION OF ADECCO INTERNATIONAL FINANCIAL SERVICES B.V.

Adecco International Financial Services B.V. (**AIFS**) is a finance vehicle and a wholly owned subsidiary of Adecco Group AG (**Adecco**). It was incorporated as a private company with limited liability on 1 March 2006 under the laws of The Netherlands. AIFS is registered with the trade register of the chamber of commerce (*Kamer van Koophandel*) Midden-Nederland under number: 30212925.

The authorised capital of AIFS is EUR 12,500,000 divided into 12,500 shares of EUR 1,000 each. The issued share capital of AIFS is EUR 2,500,000 consisting of 2,500 shares of EUR 1,000 each, held by Adecco.

Managing Directors

The Managing Directors of AIFS, and their respective business addresses, are as follows:

Hans Ploos van Amstel ⁴	Bellerivestrasse 30, 8008 Zurich, Switzerland
Melvin Pieter de Boer	Hogeweg 123, 5301 LL Zaltbommel, The Netherlands
Rob van Dusseldorp	Hogeweg 123, 5301 LL Zaltbommel, The Netherlands
Robert Marcel Wolff	Hogeweg 123, 5301 LL Zaltbommel, The Netherlands

There are no activities performed by any managing director outside AIFS which are significant with respect to AIFS.

At the date of this Base Prospectus, there are no potential conflicts of interest between the duties to AIFS of the managing directors and their private interests and/or other duties.

The registered office of AIFS is at Hogeweg 123, 5301 LL Zaltbommel, the Netherlands. Its telephone number is +31 418 784 091.

AIFS is a finance vehicle to be used as issuer of the Notes. Its principal objects are set out in Article 2 of its articles of association, and include the entry into loans and/or otherwise attracting funds and/or otherwise engaging in financial transactions. A copy of AIFS' articles of association will be available for inspection as described under *General Information* below.

⁴ Hans Ploos van Amstel will stand down as a Managing Director of AIFS and leave Adecco Group with effect from and including 1 June 2020.

DESCRIPTION OF ADECCO FINANCIAL SERVICES (NORTH AMERICA), LLC.

Adecco Financial Services (North America), LLC (**AFS**) is a Delaware limited liability company, formed on 26 September 2017 for an unlimited duration. Its register number is 6556834 and its registered address is 1209 Orange Street, Wilmington, DE 19801, United States of America. The principal office and place of business of AFS is 10151 Deerwood Park Blvd., Bldg. 200, Suite 400, Jacksonville, FL 32256.

AFS's parent and sole member, Adecco, Inc., is the parent entity of the Adecco Group's U.S. operations. As a limited liability company, AFS's sole member owns 100 per cent. of the membership interest in the company. Accordingly, AFS is a wholly-owned indirect subsidiary of Adecco Group AG. The operating declaration of AFS (the **Operating Declaration**), entered into by Adecco, Inc. and which was effective from 26 September 2017, provides that, as AFS's sole and managing member, Adecco, Inc. has complete authority and discretion to manage the operations and affairs of AFS and to make all decisions regarding the business of AFS. In addition, and without prejudice to the foregoing, pursuant to the Operating Declaration, Adecco, Inc. may authorise or delegate the authority and discretion to manage the operations and affairs of AFS to a subcommittee of persons or a single person.

AFS acts as a finance subsidiary (within the meaning of Rule 3a-5 under the U.S. Investment Company Act of 1940) of Adecco, Inc., and its sole purpose is to provide debt financing for the business operations of Adecco, Inc. and Adecco, Inc.'s U.S. subsidiaries. AFS may engage in all activities necessary, customary, convenient or incidental to any of the foregoing.

The following table sets out details of the officers of AFS (the **Officers**):

<u>Name</u>	<u>Function</u>	<u>Other principal activities</u>
Federico Vione	President and Chief Executive Officer	None outside the Adecco Group
Marcello Pozzoni	VP of Finance and Treasurer	None outside the Adecco Group
Gerald Robinson	Vice President – Tax	None outside the Adecco Group
Gregory D. Holland	SVP, Secretary and General Counsel	None outside the Adecco Group
Brad MacDonald	Deputy General Counsel and Assistant Secretary	None outside the Adecco Group

The business address for the Officers is 10151 Deerwood Park Blvd., Bldg. 200, Suite 400, Jacksonville, FL 32256.

AFS is not aware of any potential conflicts of interest between the duties to AFS of the persons listed above and their private interests or duties.

The total equity of AFS is USD 316,582,138. AFS was formed with an initial capital contribution of USD 1,000 from Adecco, Inc. A further capital contribution of USD 302,343,969 was made by Adecco, Inc. to AFS in October 2017 in the form of receivables due to Adecco, Inc. from certain of its U.S. subsidiaries. These receivables were formalised on 1 November 2017 into loans, which mature on 1 November 2022. The terms of the loans allow AFS to call upon the funds, if necessary, if and to the extent that AFS is required to make payments of principal, premium or interest under bonds issued by it, if any, under the Programme.

Ernst & Young LLP was appointed on 13 October 2017 as the independent auditors of AFS. The individual auditor who will be signing the auditor's report on behalf of Ernst & Young LLP is a member of the American Institute of Certified Public Accountants.

TAXATION

The Netherlands

Introduction

The following overview does not purport to be a comprehensive description of all Netherlands tax considerations that could be relevant to holders of the Notes. This overview is intended for general information only. Each prospective holder should consult a professional tax adviser with respect to the tax consequences of an investment in the Notes. This overview is based on Netherlands tax legislation and published case law in force as of the date of this document. It does not take into account any developments or amendments thereof after that date, whether or not such developments or amendments have retroactive effect. For the purposes of this section, “the Netherlands” shall mean that part of the Kingdom of the Netherlands that is in Europe.

Scope

Regardless of whether or not a holder of Notes is, or is treated as being, a resident of the Netherlands, this summary does not address the Netherlands tax consequences for:

- (i) holders of Notes holding a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in the Issuer and holders of Notes of whom a certain related person holds a substantial interest in the Issuer. Generally speaking, a substantial interest in the Issuer arises if a person, alone or, where such person is an individual, together with his or her partner (statutory defined term), directly or indirectly, holds or is deemed to hold (i) an interest of five per cent. or more of the total issued capital of the Issuer or of five per cent. or more of the issued capital of a certain class of shares of the Issuer, (ii) rights to acquire, directly or indirectly, such interest or (iii) certain profit sharing rights in the Issuer;
- (ii) a holder of Notes which is a corporate entity and an exempt investment institution (*vrijgestelde beleggingsinstelling*) or investment institution (*beleggingsinstelling*) for the purposes of Netherlands corporate income tax, a pension fund, or otherwise not a taxpayer or exempt for corporate income tax purposes;
- (iii) which is a corporate entity and a taxpayer for the purposes of Netherlands corporate income tax (*vennootschapsbelasting*), having a participation (*deelneming*) in an Issuer (such a participation is generally present in the case of an interest of at least five per cent. of an Issuer’s nominal paid-in capital); persons to whom the Notes and the income from the Notes are attributed based on the separated private assets (*afgezonderd particulier vermogen*) provisions of the Netherlands Income Tax Act 2001 (*Wet inkomstenbelasting 2001*) and the Netherlands Gift and Inheritance Tax Act (*Successiewet 1956*);
- (iv) entities which are a resident of Aruba, Curaçao or Sint Maarten that have an enterprise which is carried on through a permanent establishment or a permanent representative on Bonaire, Sint Eustatius or Saba, to which the Notes are attributable;
- (v) individuals to whom the Notes or the income there from are attributable to employment activities which are taxed as employment income in the Netherlands;
- (vi) a holder of Notes which is an entity that, as of 1 January 2021, is affiliated (*gelieerd*) to an Issuer within the meaning of the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*) (see also “*Risk Factors - No obligation on AIFS (or any substitute Dutch principal debtor pursuant to Condition 15) to pay additional amounts if payments in respect of the Notes are subject to interest a withholding tax on interest in the Netherlands pursuant to the Dutch Withholding Tax Act 2021*”); and
- (vii) holders of Notes which are not considered the beneficial owner (*uiteindelijk gerechtigde*) of the Notes and/or the benefits derived from the Notes.

Withholding Tax

With respect to Notes issued by an Issuer that is considered to be a resident of the Netherlands for Netherlands tax purposes (a **Netherlands’ Issuer**), all payments made by such Netherlands Issuer under the Notes may be made free of withholding or deduction for any taxes of whatsoever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein, provided that the Notes do not in fact function as equity of the Netherlands’ Issuer within the meaning of article 10, paragraph 1, under d of the Netherlands Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*).

All payments made by the Issuers other than the Netherlands' Issuer under the Notes may be made free of withholding or deduction for any taxes of whatsoever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein. Corporate and Individual Income Tax

(a) Residents of the Netherlands

If a holder of Notes is a resident of the Netherlands or deemed to be a resident of the Netherlands for Netherlands corporate income tax purposes and is fully subject to Netherlands corporate income tax or is only subject to Netherlands corporate income tax in respect of an enterprise to which the Notes are attributable, income derived from the Notes and gains realised upon the redemption, settlement or disposal of the Notes are generally taxable in the Netherlands (at up to a maximum rate of 25 per cent.) (2020 rate).

If an individual is a resident of the Netherlands or deemed to be a resident of the Netherlands for Netherlands individual income tax purposes, income derived from the Notes and gains realised upon the redemption, settlement or disposal of the Notes is taxable at the progressive rates (at up to a maximum rate of 49.50 per cent. (2020 rate)) under the Netherlands Income Tax Act 2001 (*Wet inkomstenbelasting 2001*), if:

- (i) the individual is an entrepreneur (*ondernemer*) and has an enterprise to which the Notes are attributable or the individual has, other than as a shareholder, a co-entitlement to the net worth of an enterprise (*medegerechtigde*), to which enterprise the Notes are attributable; or
- (ii) such income or gains qualify as income from miscellaneous activities (*resultaat uit overige werkzaamheden*), which include activities with respect to the Notes that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*).

If neither condition (i) nor condition (ii) above applies, an individual that holds the Notes must determine taxable income with regard to the Notes on the basis of a deemed return on income from savings and investments (*sparen en beleggen*), rather than on the basis of income actually received or gains actually realised. The deemed return on income from savings and investments is determined on the basis of the amount included in the individual's "yield basis" (*rendementsgrondslag*) at the beginning of the calendar year (minus a tax-free threshold). For the 2020 tax year, the deemed income derived from savings and investments will amount to 1.799 per cent. of the individual's yield basis up to EUR 72,798, 4.223 per cent. of the individual's yield basis exceeding EUR 72,798 up to and including EUR 1,005,573 and 5.33 per cent. of the individual's yield basis in excess of EUR 1,005,573. The percentages to determine the deemed income will be reassessed every year. The deemed return on income from savings and investments is taxed at a rate of 30 per cent.

(b) Non-residents of the Netherlands

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

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

This income is subject to Netherlands corporate income tax at up to a maximum rate of 25 per cent (2020 rate).

- (ii) the person is an individual and such individual (1) has a Netherlands enterprise or an interest in a Netherlands enterprise to which the Notes are attributable, or (2) realises income or gains with respect to the Notes that qualify as income from miscellaneous activities (*resultaat uit overige werkzaamheden*) in the Netherlands, which include activities with respect to the Notes which exceed regular, active portfolio management (*normaal, actief vermogensbeheer*), or (3) is (other than by way of securities) entitled to a share in the profits of an enterprise which is effectively managed in the Netherlands and to which enterprise the Notes are attributable.

Income derived from the Notes as specified under (1) and (2) is subject to individual income tax at progressive rates up to a maximum rate of 49.50 per cent. (2020 rate). Income derived from a share in the

profits of an enterprise as specified under (3) that is not already included under (1) or (2) will be taxed on the basis of a deemed return on income from savings and investments (as described above under “Residents of the Netherlands”). The fair market value of the share in the profits of the enterprise (which includes the Notes) will be part of the individual’s Netherlands yield basis.

Gift and Inheritance Tax

(c) Residents of the Netherlands

Generally, gift tax (*schenkelasting*) or inheritance tax (*erfbelasting*) will be due in the Netherlands in respect of the acquisition of the Notes by way of a gift by, or on behalf of, or on the death of, a holder of Notes that is a resident or deemed to be a resident of the Netherlands for the purposes of the Gift and Inheritance Tax Act 1956 at the time of the gift or his or her death. A gift made under a condition precedent is for the purposes of the Gift and Inheritance Tax Act 1956 deemed to be made at the time the condition precedent is fulfilled and is subject to Netherlands gift tax if the donor is, or is deemed to be, a resident of the Netherlands at that time.

A holder of Netherlands nationality is deemed to be a resident of the Netherlands for the purposes of the Netherlands Gift and Inheritance Tax Act 1956 if he or she has been resident in the Netherlands and dies or makes a gift within ten years after leaving the Netherlands. A holder of any other nationality is deemed to be a resident of the Netherlands for the purposes of the Gift and Inheritance Tax Act 1956 if he or she has been resident in the Netherlands and makes a gift within a twelve-month period after leaving the Netherlands. The same twelve-month rule may apply to entities that have transferred their seat of residence out of the Netherlands.

(d) Non-residents of the Netherlands

No gift or inheritance tax will be due in the Netherlands in respect of the acquisition of the Notes by way of a gift by, or as a result of, the death of a holder that is neither a resident nor deemed to be a resident of the Netherlands for the purposes of the Gift and Inheritance Tax Act 1956. However, inheritance tax will be due in the case of a gift of the Notes by, or on behalf of, a holder who at the date of the gift was neither a resident nor deemed to be a resident of the Netherlands for the purposes of the Gift and Inheritance Tax Act 1956, but such holder dies within 180 days after the date of the gift, and at the time of his or her death is a resident or deemed to be a resident of the Netherlands for the purposes of the Gift and Inheritance Tax Act 1956. A gift made under a condition precedent is deemed to be made at the time the condition precedent is fulfilled.

Value Added Tax

No Netherlands value added tax (*omzetbelasting*) will arise in respect of any payment in consideration for the issue of Notes, with respect to any cash settlement of Notes or with respect to the delivery of Notes.

Other Taxes and Duties

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

Residency

A holder will not become a resident, or a deemed resident, of the Netherlands for Netherlands tax purposes by reason only of holding the Notes.

United States

Certain U.S. Federal Income Tax Considerations

The following is a summary of certain U.S. federal income tax consequences of the acquisition, ownership and disposition of Notes by a Non-U.S. Holder (as defined below). This summary deals only with initial purchasers of Notes issued by AFS (U.S. Notes) at their “issue price” (the first price at which a substantial amount of a series of U.S. Notes are sold for money, excluding sales to underwriters, placement agents or wholesalers) in their initial offering that will hold the U.S. Notes as capital assets for U.S. federal income tax purposes. The discussion does not cover all aspects of U.S. federal income taxation that may be relevant to, or the actual tax effect that any of the matters described herein will have on, the acquisition, ownership or disposition of U.S. Notes by particular investors and does not address U.S. state, local, non-U.S. or other tax laws. The following summary applies only to Notes that are properly treated as debt for U.S. federal income tax purposes. If any Notes are issued that are not

treated as debt for U.S. federal income tax purposes, the U.S. federal income tax consequences of the acquisition, ownership and disposition of such Notes will be discussed in a supplement to this Base Prospectus.

For purposes of this discussion, “Non-U.S. Holder” means any beneficial owner of U.S. Notes that for U.S. federal income tax purposes is (i) a non-U.S. corporation, (ii) a non-resident alien individual or (iii) a non-U.S. estate or trust. As used herein, the term “Non-U.S. Holder” does not include an individual who is present in the United States for 183 days or more in the taxable year of disposition, a former citizen or former resident of the United States, or any person whose income with respect to a U.S. Note is effectively connected with the conduct of a trade or business in the United States (and, if an applicable tax treaty so requires, attributable to a permanent establishment in the United States). If these circumstances apply to you, you should consult your own tax adviser regarding the U.S. federal income tax consequences of the acquisition, ownership and disposition of a U.S. Note.

The U.S. federal income tax treatment of a partner in an entity or arrangement treated as a partnership for U.S. federal income tax purposes that holds U.S. Notes will depend on the status of the partner and the activities of the partnership. Prospective purchasers that are entities or arrangements treated as partnerships for U.S. federal income tax purposes should consult their tax advisers concerning the U.S. federal income tax consequences to them and their partners of the acquisition, ownership and disposition of U.S. Notes by the partnership.

This summary is based on the tax laws of the United States, including the Internal Revenue Code of 1986, as amended (the Code), its legislative history, existing and proposed regulations thereunder, published rulings and court decisions, all as at the date hereof and all subject to change at any time, possibly with retroactive effect.

THE SUMMARY OF U.S. FEDERAL INCOME TAX CONSEQUENCES SET OUT BELOW IS FOR GENERAL INFORMATION ONLY. ALL PROSPECTIVE PURCHASERS SHOULD CONSULT THEIR TAX ADVISERS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF ACQUIRING, OWNING, AND DISPOSING OF THE U.S. NOTES, INCLUDING THE APPLICABILITY AND EFFECT OF U.S. STATE, LOCAL, NON-U.S. AND OTHER TAX LAWS AND POSSIBLE CHANGES IN TAX LAW.

Payments on the U.S. Notes

Subject to the discussion under “*Backup Withholding and Information Reporting*” and “*FATCA Withholding*” below, payments of principal and interest (including original issue discount (OID), if any) on a U.S. Note to a Non-U.S. Holder will not be subject to U.S. federal income or withholding tax, provided that, in the case of amounts treated as interest, the Non-U.S. Holder (i) does not actually or constructively own 10% or more of the total combined voting power of all classes of stock of the Issuer entitled to vote, (ii) is not, for U.S. federal income tax purposes, a controlled foreign corporation related to the Issuer through stock ownership, (iii) is not a bank receiving interest on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business, and (iv) certifies on a properly executed U.S. Internal Revenue Service (IRS) Form W-8BEN or W-8BEN-E (or applicable successor form) under penalties of perjury that it is not a United States person (as defined in the Code). Payments of interest (including original issue discount, if any) on the U.S. Notes that do not qualify for the exception to U.S. federal income and withholding tax discussed above generally will be subject to U.S. federal income tax at a 30 per cent. rate, unless a U.S. income tax treaty applies to reduce or eliminate such tax and the Non-U.S. Holder complies with applicable certification requirements.

Sale or Other Taxable Disposition of the U.S. Notes

Subject to the discussion under “*Backup Withholding and Information Reporting*” and “*FATCA Withholding*” below, a Non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax on any gain realised upon the sale or other taxable disposition of a U.S. Note, although any amounts attributable to accrued interest generally will be treated as described above under “*Payments on the U.S. Notes*”.

Backup Withholding and Information Reporting

Information returns are required to be filed with the IRS in connection with payments of interest on the U.S. Notes to Non-U.S. Holders. Unless a Non-U.S. Holder complies with certification procedures to establish that it is not a United States person, information returns may also be filed with the IRS in connection with the proceeds from a sale or other disposition of a U.S. Note. A Non-U.S. Holder may be subject to backup withholding on payments on the U.S. Notes or on the proceeds from a sale or other disposition of such U.S. Notes unless it complies with certification procedures to establish that it is not a United States person or otherwise establish an exemption from backup withholding. The certification procedures required to claim the exemption from withholding tax on interest, described above, will satisfy the requirements necessary to avoid backup withholding as well.

Amounts withheld under the backup withholding rules are not additional taxes, and may be refunded or credited against a Non-U.S. Holder's U.S. federal income tax liability, provided the required information is timely furnished to the IRS.

Switzerland

The following discussion is a summary of certain material Swiss tax considerations and mentions certain taxes withheld by Switzerland for foreign countries based on the legislation, regulations, rulings and decisions as of the date of this Base Prospectus. It does not aim to be a comprehensive description of all the Swiss tax considerations that may be relevant for a decision to invest in Notes. The tax treatment for each investor depends on the particular situation. All investors are advised to consult with their professional tax advisers as to the respective Swiss tax consequences of the purchase, ownership, disposition, lapse, exercise or redemption of Notes in light of their particular circumstances.

Swiss Federal Withholding Tax

Notes issued by Adecco: Payments of interest on the Notes issued by Adecco are subject to Swiss withholding tax at a rate of 35 per cent. If the respective requirements are met, the holder of a Note residing in Switzerland or a foreign resident company who holds the Notes through a Swiss permanent establishment is entitled to a full refund or tax credit for the Swiss withholding tax whereas a holder of a Note who is not resident in Switzerland may be entitled to claim a full or partial refund of the Swiss withholding tax by virtue of the provisions of an applicable double taxation treaty, if any, concluded between Switzerland and the country of residence of such holder.

Notes issued by AIFS or AFS: Payments by the Issuer or the Guarantor, of interest on, and repayment of principal of, Notes issued, will not be subject to Swiss federal withholding tax, provided that the proceeds from the offering and sale of the Notes are used outside of Switzerland and AIFS, or AFS, respectively, has its place of incorporation and its place of effective management outside Switzerland at all times while any Notes are outstanding.

Potential new Swiss Federal Withholding Tax regime: In 2015, the Swiss Federal Finance Department, mandated by the Swiss Federal Council, appointed a group of experts to prepare a proposal for a reform of the Swiss withholding tax system. The proposal is expected to, among other things, replace the current debtor-based regime applicable to interest payments with a paying agent-based regime for Swiss withholding tax. Further, on 23 October 2017, the Swiss Federal Economic Affairs and Taxation Committee of the Swiss National Council filed a parliamentary initiative reintroducing the request to replace the current debtor-based regime with a paying agent-based system for Swiss withholding tax. The initiative requests, among other things, a paying agent-based system that (i) subjects all interest payments made by paying agents in Switzerland to individuals resident in Switzerland to Swiss withholding tax and (ii) provides an exemption from Swiss withholding tax for interest payments to all other persons (including Swiss corporations). On 21 August 2018, the Economic Affairs and Taxation Committee of the Swiss Council of States consented to the parliamentary initiative, and, on 13 November 2018, the Swiss Federal Economic Affairs and Taxation Committee of the Swiss National Council resolved to appoint a sub-commission to prepare a preliminary draft fulfilling the parliamentary initiative.

If this legislation or similar legislation were enacted and an amount of, or in respect of, Swiss withholding tax were to be deducted or withheld from that payment, it is possible that neither the Issuer nor any paying agent nor any other person would pursuant to the terms of the Notes be obliged to pay additional amounts with respect to any debt security as a result of the deduction or imposition of such withholding tax.

Swiss Federal Stamp Taxes

The issue and redemption of Notes by the Issuer are not subject to Swiss federal stamp duty on the issue of securities.

Purchases or sales of Notes with a maturity in excess of 12 months where a Swiss or Liechtenstein domestic bank or a Swiss or Liechtenstein domestic securities dealer (as defined in the Swiss federal stamp duty act) is a party, or acts as an intermediary, to the transaction may be subject to Swiss federal stamp duty on dealings in securities at a rate of up to 0.15 per cent. (with respect to Notes issued by Adecco) respectively 0.3 per cent. (with respect to Notes issued by AIFS or AFS) of the purchase price of the Notes.

Income Taxation on Principal or Interest

- (i) Notes held by non-Swiss holders

Payments by the Issuer of interest and repayment of principal to, and gain realised on the sale or redemption of Notes by, a holder of Notes who is not a resident of Switzerland and who during the relevant taxation year has not engaged in a trade or business through a permanent establishment or a fixed place of business in Switzerland to which the Notes are attributable and who is not subject to income taxation in Switzerland for any other reason will not be subject to any Swiss federal, cantonal or communal income tax.

(ii) Notes held by Swiss holders as private assets

Notes without a “predominant one-time interest payment”: An individual who resides in Switzerland and privately holds a Note the yield-to-maturity of which predominantly derives from periodic interest payments and not from a one-time interest payment such as an original issue discount or a repayment premium, is required to include all payments of interest received on such Note in his or her personal income tax return for the relevant tax period and is taxable on the net taxable income (including the payment of interest on the Note) for such tax period at the then prevailing tax rates.

Notes with a “predominant one-time interest payment”: An individual who resides in Switzerland and privately holds a Note the yield-to-maturity of which predominantly derives from a one-time interest payment such as an original issue discount or a repayment premium and not from periodic interest payments, is required to include in his or her personal income tax return for the relevant tax period any periodic interest payments received on the Note and, in addition, any amount equal to the difference between the value of the Note at redemption or sale, as applicable, and the value of the Note at issuance or secondary market purchase, as applicable, realised on the sale or redemption of such Note, and converted into Swiss Francs at the exchange rate prevailing at the time of sale or redemption, issuance or purchase, respectively, and will be taxable on any net taxable income (including such amounts) for the relevant tax period. A holder of a Note may offset any value decrease realised by him or her on such a Note on sale or redemption against any gains (including periodic interest payments) realised by him or her within the same taxation period on the sale or redemption of other debt securities with a predominant one-time interest payment.

Capital gains and losses: Swiss resident individuals who sell or otherwise dispose of privately held Notes realise either a tax-free private capital gain or a non-tax-deductible capital loss. See the preceding paragraph for a summary of the tax treatment of a gain or a loss realised on Notes with a “predominant one-time interest payment.” See “Notes held as Swiss business assets” below for a summary on the tax treatment of individuals classified as “professional securities dealers.”

(iii) Notes held as Swiss business assets

Individuals who hold Notes as part of a business in Switzerland and Swiss-resident corporate taxpayers and corporate taxpayers residing abroad holding Notes as part of a permanent establishment or fixed place of business in Switzerland are required to recognise the payments of interest and any capital gain or loss realised on the sale or other disposition of such Notes in their income statement for the respective tax period and will be taxable on any net taxable earnings for such tax period. The same taxation treatment also applies to Swiss-resident individuals who, for income tax purposes, are classified as “professional securities dealers” for reasons of, inter alia, frequent dealings and leveraged transactions in securities.

Automatic Exchange of Information in Tax Matters

Switzerland has concluded a multilateral agreement with the EU on the international automatic exchange of information (**AEOI**) in tax matters (the **AEOI Agreement**), which applies to all EU member states. Further, Switzerland signed the multilateral competent authority agreement on the automatic exchange of financial account information (the **MCAA**) and, based on the MCAA, entered into bilateral AEOI agreements with a number of other countries. Based on the AEOI Agreement, the bilateral AEOI agreements described above and the implementing laws of Switzerland, Switzerland collects and exchanges data in respect of financial assets, including, as the case may be, Notes, held in, and income derived thereon and credited to, accounts or deposits with a paying agent in Switzerland for the benefit of residents in any EU member state or other treaty state. An up-to-date list of the AEOI agreements to which Switzerland is a party that are in effect or signed but not yet effective can be found on the website of the State Secretariat for International Financial Matters.

Swiss Facilitation of the Implementation of FATCA

Switzerland has concluded an intergovernmental agreement with the U.S. to facilitate the implementation of FATCA. The agreement ensures that the accounts held by U.S. persons with Swiss financial institutions are disclosed to the U.S. tax authorities either with the consent of the account holder or by means of group requests

within the scope of administrative assistance. Information will not be transferred automatically in the absence of consent, and instead will be exchanged only within the scope of administrative assistance on the basis of the double taxation agreement between the U.S. and Switzerland. For further information on FATCA, see the discussion above under “*FATCA Withholding*”.

The proposed Financial Transactions Tax (FTT)

On 14 February 2013, the European Commission published a proposal (the **Commission’s Proposal**) for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the **participating Member States**). However, Estonia has since stated that it will not participate.

The Commission’s Proposal has very broad scope and could, if introduced, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are expected to be exempt.

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

However, the FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of Notes are advised to seek their own professional advice in relation to the FTT.

FATCA Withholding

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, as amended, commonly known as FATCA, U.S. federal withholding tax at a rate of 30 per cent. may be imposed on payments of (i) U.S. source interest and (ii) the gross proceeds (including principal repayments) from the sale or other disposition of an obligation that produces U.S. source interest, in each case, made to persons that fail to meet certain certification, reporting, or related requirements. In addition, a “foreign financial institution” may be required to withhold on certain payments it makes (**foreign passthru payments**) to persons that fail to meet certain certification, reporting, or related requirements. However, proposed Treasury regulations have been issued that provide for (i) the repeal of the 30 per cent. withholding tax applicable to payments of gross proceeds from the sale, exchange or other disposition of such U.S. Notes and (ii) the extension of the date on which withholding applies to foreign passthru payments to the date that is two years after the date of publication in the U.S. Federal Register of applicable final regulations defining foreign passthru payments. In the preamble to the proposed regulations, the United States Treasury Department indicated that taxpayers may rely on these proposed regulations until the issuance of the final regulations. A number of jurisdictions (including Luxembourg, The Netherlands and Switzerland) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (**IGAs**), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes.

Certain aspects of the application of the FATCA provisions and IGAs to instruments such as Notes issued by Adecco and AIFS, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes issued by Adecco and AIFS, are uncertain and may be subject to change. To the extent withholding is required on foreign passthru payments in respect of Notes issued by Adecco and AIFS, Notes that are not treated as equity for U.S. federal income tax purposes, have a fixed term and are issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are filed with the U.S. Federal Register generally would be grandfathered for purposes of FATCA withholding unless materially modified after such date. However, if additional Notes issued by Adecco or AIFS (as described under “*Terms and Conditions—Further Issues*”) that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all such Notes issued by Adecco or AIFS, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA.

Holders should consult their own tax advisers regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the U.S. Notes and Coupons, no person will be required to pay additional amounts as a result of the withholding.

SUBSCRIPTION AND SALE

The Dealer has, in a programme agreement (as modified and/or supplemented and/or restated from time to time, the **Programme Agreement**) dated 5 May 2020, agreed with the Issuers and the Guarantor a basis upon which it may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated under “*Form of the Notes*” and “*Terms and Conditions of the Notes*”. In the Programme Agreement, the Issuers (failing which, the Guarantor) have agreed to reimburse Dealers for certain of their expenses in connection with the establishment and any future update of the Programme and the issue of Notes under the Programme and to indemnify Dealers against certain liabilities incurred by them in connection therewith.

United States

The Notes have not been and will not be registered under the Securities Act, or the securities laws of any state of other jurisdiction of the States, and may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from or not subject to, the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and U.S. Treasury regulations promulgated thereunder. The applicable Final Terms will identify whether TEFRA C rules or TEFRA D rules apply or whether TEFRA is not applicable.

The Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver Notes (a) as part of their distribution at any time or (b) otherwise until 40 days after the completion of the distribution, as determined and certified by the relevant Dealer or, in the case of an issue of Notes on a syndicated basis, the relevant lead manager, of all Notes of the Tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S of the Securities Act. The Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Notes are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S.

Until 40 days after the commencement of the offering of any Series of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Prohibition of Sales to EEA and UK Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area or in the United Kingdom. For the purposes of this provision the expression **retail investor** means a person who is one (or more) of the following:

- (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
- (ii) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

The Netherlands

Zero coupon Notes in definitive bearer form and other Notes in definitive bearer form on which interest does not become due and payable during their term but only at maturity (savings certificates or *spaarbewijzen* as defined in the Dutch Savings Certificates Act (*Wet inzake spaarbewijzen*, the **SCA**)) may only be transferred and accepted, directly or indirectly, within, from or into the Netherlands through the mediation of either the Issuer or a member of Euronext Amsterdam N.V. with due observance of the provisions of the SCA and its implementing regulations (which include registration requirements). No such mediation is required, however, in respect of (i) the initial

issue of such Notes to the first holders thereof, (ii) the transfer and acceptance by individuals who do not act in the conduct of a profession or business, and (iii) the issue and trading of such Notes if they are physically issued outside the Netherlands and are not distributed in the Netherlands in the course of primary trading immediately thereafter.

United Kingdom

The Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the relevant Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the relevant Issuer or the Guarantor; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the **FIEA**) and the Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold and will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore (the **MAS**). Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore (as modified or amended from time to time, the **SFA**)) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 2(1) of the SFA) or securities-based derivative contracts (as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (i) to an institutional investor or to a relevant person or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law;
- (iv) as specified in Section 276(7) of the SFA; or
- (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 of Singapore.

Any reference to the SFA is a reference to the Securities and Futures Act, Chapter 289 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

In connection with Section 309B of the SFA and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the **CMP Regulations 2018**), unless otherwise specified before an offer of Notes, the Issuers have determined, and hereby notify all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are "prescribed capital markets products" (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Switzerland

The Notes may not be publicly offered, sold or advertised, directly or indirectly, in, into or from Switzerland and will not be listed on the SIX Swiss Exchange or on any other exchange or regulated trading facility in Switzerland. Neither this Base Prospectus nor any other offering or marketing material relating to the Notes constitutes a prospectus as such term is understood pursuant to article 652a or article 1156 of the Swiss Code of Obligations or article 35 et seqq of the Financial Services Act or a listing prospectus within the meaning of the listing rules of the SIX Swiss Exchange Ltd or any other regulated trading facility in Switzerland or a simplified prospectus or a prospectus as such term is defined in the Swiss Federal Collective Investment Scheme Act (the **CISA**), and neither this Base Prospectus nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

The Notes do not constitute participations in a collective investment scheme in the meaning of the CISA. Neither this Base Prospectus nor any other offering or marketing material relating to the offering, the Issuer or the Notes, have been or will be filed with or approved by any Swiss regulatory authority. The Notes are not subject to the supervision of any Swiss regulatory authority, such as the Swiss Financial Markets Supervisory Authority FINMA, and investors in the Notes will not benefit from protection or supervision by such authority.

Belgium

Other than in respect of Notes for which "Prohibition of Sales to Belgian Consumers" is specified as "Not Applicable" in the applicable Final Terms, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that an offering of Notes may not be advertised to any individual in Belgium qualifying as a consumer within the meaning of Article I.1 of the Belgian Code of Economic Law, as amended from time to time (a **Belgian Consumer**) and that it has not offered, sold or resold, transferred or delivered, and will not offer, sell, resell, transfer or deliver, the Notes, and that it has not distributed, and will not distribute, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Notes, directly or indirectly, to any Belgian Consumer.

General

The Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Base Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which

it makes such purchases, offers, sales or deliveries and neither the Issuers, the Guarantor, the Trustee nor any of the other Dealers shall have any responsibility therefor.

None of the Issuers, the Guarantor, the Trustee and the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche, the relevant Dealer will be required to comply with such other restrictions as the relevant Issuer and the relevant Dealer shall agree and as shall be set out in the applicable Subscription Agreement or Dealer Accession Letter (each as defined in the Programme Agreement), as appropriate.

GENERAL INFORMATION

Authorisation

The establishment of the Programme, the update of the Programme, the issue of Notes and, in the case of Adecco only, the giving of the Guarantee have been duly authorised by (a) resolutions of the Board of Directors of AIFS dated 31 March 2009, 30 March 2010, 2 March 2011, 11 May 2012, 23 April 2013, 7 May 2015, 13 May 2016, 27 June 2017, 3 November 2017, 22 March 2019 and 16 March 2020, (b) Written Consent of the Sole Member of AFS dated 8 November 2017, 15 March 2019 and 11 March 2020 and (c) resolutions of the Board of Directors of Adecco dated 18 March 2009, 12 March 2010, 2 March 2011, 23 April 2012, 7 May 2015, 20 April 2016, 30 August 2017, 27 February 2019 and 25 February 2020, as applicable.

Listing of Notes

It is expected that each Tranche of Notes which is to be admitted to the Official List and to trading on the London Stock Exchange's Regulated Market will be admitted separately as and when issued, subject only to the issue of a Global Note or Notes initially representing the Notes of such Tranche. Application has been made to the FCA for Notes issued under the Programme to be admitted to the Official List and to the London Stock Exchange for such Notes to be admitted to trading on the London Stock Exchange's Regulated Market. The listing of the Programme in respect of Notes is expected to be granted on or around 11 May 2020.

Documents Available

For the period of 12 months following the date of this Base Prospectus, copies of the following documents will, when published, be available for inspection at <https://www.adeccogroup.com/investors/shareholder-debt-info/debt-info/>:

- (a) the constitutional documents of each of AIFS, AFS and Adecco;
- (b) the Trust Deed, the Agency Agreement and the forms of the Global Notes, the Notes in definitive form, the Coupons and the Talons;
- (c) a copy of this Base Prospectus; and
- (d) any future prospectuses, information memoranda and supplements including Final Terms (save that a Final Terms relating to a Note which is neither admitted to trading on a regulated market in the EEA nor offered in the EEA in circumstances where a prospectus is required to be published under the Prospectus Regulation will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the relevant Issuer and the Paying Agent as to its holding of Notes and identity) to this Base Prospectus and any other documents incorporated herein or therein by reference.

Clearing Systems

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records). The appropriate Common Code and ISIN for each Tranche of Notes allocated by Euroclear and Clearstream, Luxembourg, will be specified in the applicable Final Terms. If the Notes are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels, and the address of Clearstream, Luxembourg, is Clearstream Banking S.A., 42 Avenue JF Kennedy, L-1855 Luxembourg.

Conditions for determining price

The price and amount of Notes to be issued under the Programme will be determined by the relevant Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions.

Significant or Material Change

- (a) Save as disclosed in "*Description of Adecco Group AG – Recent Developments and Outlook*", there has been: (i) no significant change in the financial performance or financial position of Adecco or of Adecco Group since 31 March 2020 and (ii) no material adverse change in the prospects of Adecco since 31 December 2019.
- (b) There has been no significant change in the financial performance or financial position of AIFS since 31 December 2019 and no material adverse change in the prospects of AIFS since 31 December 2019.

- (c) There has been no significant change in the financial performance or financial position of AFS since 31 December 2019 and no material adverse change in the prospects of AFS since 31 December 2019.

Litigation

- (a) There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuers or the Guarantor are aware) in the 12 months preceding the date of this document which may have or have had in the recent past, significant effects on the Issuers', the Guarantor's and/or Adecco Group's financial position or profitability.
- (b) There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which AIFS is aware) in the 12 months preceding the date of this document which may have or have had in the recent past, significant effects on AIFS' financial position or profitability.
- (c) There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which AFS is aware) in the 12 months preceding the date of this document which may have or have had in the recent past significant effects on AFS' financial position or profitability.

Auditors

The auditor of the Guarantor is Ernst & Young Ltd., which is registered under the number 500'646 with the Swiss Federal Audit Oversight Authority to carry out audit work in Switzerland and which has audited the Guarantor's consolidated accounts, without qualification, in accordance with US GAAS, Swiss law and Swiss Auditing Standards, in each case, for each of the financial years ended on 31 December 2019 and 31 December 2018.

The financial statements of AIFS for the financial years ended 31 December 2019 and 31 December 2018 have been audited by BDO Audit & Assurance B.V., in accordance with Dutch law. The auditors of BDO Audit & Assurance B.V. are members of the *Nederlandse Beroepsorganisatie van Accountants*, which is a member of International Federation of Accountants (IFAC). BDO Audit & Assurance B.V. has issued an unqualified auditor's report on the financial statements for the financial years ended 31 December 2019 and 31 December 2018.

The financial statements of AFS for the financial years ended 31 December 2019 and 31 December 2018 (covering the period from 26 September 2017 to 31 December 2018) have been audited by Ernst & Young LLP. The individual auditor who will be signing the auditor's report on behalf of Ernst & Young LLP is a member of the American Institute of Certified Public Accountants.

Post-issuance information

The Issuers do not intend to provide any post-issuance information in relation to any issues of Note.

Dealers transacting with the Issuers and the Guarantor

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services to the Issuers, the Guarantor and their affiliates in the ordinary course of business.

ISSUERS

Adecco International Financial Services B.V.

Hogeweg 123
5301 LL Zaltbommel
The Netherlands

Adecco Financial Services (North America), LLC

1209 Orange St.
Wilmington
DE 19801
United States

ISSUER AND GUARANTOR

Adecco Group AG

Bellerivestrasse 30
CH-8008 Zürich
Switzerland

TRUSTEE

BNY Mellon Corporate Trustee Services Limited

One Canada Square
London E14 5AL
United Kingdom

ISSUING AND PRINCIPAL PAYING AGENT AND TRANSFER AGENT

The Bank of New York Mellon

One Canada Square
London E14 5AL
United Kingdom

PAYING AGENT AND REGISTRAR

The Bank of New York Mellon SA/NV, Luxembourg Branch

Vertigo Building,
Polaris – 2-4 rue Eugène Ruppert,
L-2453 Luxembourg
Luxembourg

AUDITORS

To Adecco International Financial Services B.V.

BDO Audit & Assurance B.V.

Krijgsman 9
1186 DM Amstelveen
The Netherlands

To Adecco Financial Services (North America), LLC

Ernst & Young LLP

12926 Gran Bay Parkway West
Suite 500
Jacksonville, FL 32258
United States

To the Guarantor

Ernst & Young Ltd

Maagplatz 1
P.O. Box
8010 Zürich
Switzerland

LEGAL ADVISERS

To the Issuers and the Guarantor

as to English law

Linklaters LLP
One Silk Street
London EC2Y 8HQ
United Kingdom

as to Swiss law

Bratschi Ltd.
Bahnhofstrasse 70
CH-8021 Zürich
Switzerland

To Adecco International Financial Services B.V. as to Dutch law

Linklaters LLP

World Trade Centre, Tower H, 22nd Floor
Zuidplein 180
1077 XV Amsterdam
The Netherlands

To Adecco Financial Services (North America), LLC as to U.S. law

Linklaters LLP

One Silk Street
London EC2Y 8HQ
United Kingdom

To the Dealer and the Trustee

Allen & Overy LLP

One Bishops Square
London E1 6AD
United Kingdom

ARRANGER AND DEALER

Credit Suisse Securities (Europe) Limited

One Cabot Square
London E14 4QJ
United Kingdom