For the avoidance of doubt, this standard form is in a non-binding, recommended form. Individual parties are free to depart from the terms of this form and should always satisfy themselves regarding the legal, regulatory, taxation, and accounting implications of its use.

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| AFME_Logo Association for Financial Markets in Europe |

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| AFME Standard Form  Agreement Among Initial Purchasers[[1]](#footnote-2)  English Law Version[[2]](#footnote-3)  Rule 144A and/or Regulation S Offering | | |
|  | | |
| Last Revised: October 2024 | | |
|  | | |
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**AGREEMENT AMONG INITIAL PURCHASERS**

**Date:**

**Issuer:**

**Guarantors:**

**Securities:**

**Lead Representative:**

**Joint Bookrunners:**

**Initial Purchasers:**

This document (the “**Agreement**”) governs the relationship among the Initial Purchasers in connection with their purchase, reoffer and resale of the Securities (the “**Offering**”).

The Initial Purchasers have entered or will enter into an agreement (the “**Purchase Agreement**”) with the Issuer and the Guarantors, if any, under which the Initial Purchasers, acting severally and not jointly, have agreed or will agree to purchase the Securities on the terms and conditions set forth therein. The Issuer has prepared or will prepare certain offering documents for use by the Initial Purchasers in connection with their reoffer and resale of the Securities (such documents, to the extent permitted or required by the Purchase Agreement, including any amendments and supplements thereto, the “**Offering Documents**”).

The term “**Purchase Commitment**”, as used in this Agreement with respect to any Initial Purchaser, shall refer to the principal amount of Securities which such Initial Purchaser is obligated to purchase pursuant to the Purchase Agreement (plus such additional Securities, if any, as such Initial Purchaser may be required to purchase pursuant to the Purchase Agreement or this Agreement). The ratio of the Purchase Commitment of any Initial Purchaser to the aggregate principal amount of Securities to be purchased by all Initial Purchasers pursuant to the Purchase Agreement is referred to in this Agreement as the “**Placement Percentage**” of such Initial Purchaser.

Each Initial Purchaser acknowledges and agrees that the recommendations of the International Capital Market Association (“**ICMA**”), as amended, modified or supplemented from time to time, including, without limitation, the ICMA recommendations concerning limits on stabilisation losses and expenses, shall not apply to this transaction.[[3]](#footnote-4)

# Authority of the Lead Representative.

### Each Initial Purchaser authorises the Lead Representative as its agent, representative and attorney-in-fact to:

#### [with the agreement of the Joint Bookrunners,][[4]](#footnote-5) (A) waive any and all rights of the Initial Purchasers or any of them pursuant to the Purchase Agreement, (B) give notice to the Issuer and the Guarantors, if any, of termination of the Purchase Agreement in accordance with the terms thereof, and (C) agree to any variation in the terms or performance of the Purchase Agreement but, for the avoidance of doubt*,* not execute any amendments to the Purchase Agreement6;

#### [with the agreement of the Joint Bookrunners,][[5]](#footnote-6) (A) exercise any and all rights of, authority vested in and discretion accorded to, and take any and all action permitted to be taken by, the Initial Purchasers or any of them pursuant to the Purchase Agreement, (B) execute and deliver any certificate, letter, receipt or other instrument to be executed or delivered by or on behalf of the Initial Purchasers for which a power of attorney is not required to be given by an Initial Purchaser[[6]](#footnote-7) in connection with the closing of the Offering, and (C) take all other action that it may believe necessary or desirable in carrying out the provisions of the Purchase Agreement and this Agreement in accordance with their terms; and

#### pay to the Issuer the purchase price for the Securities in accordance with the Purchase Agreement on behalf of, and for the several accounts of, the Initial Purchasers, and borrow in the Initial Purchasers’ names and for their several accounts (in proportion to their respective Placement Percentages) such amount as the Lead Representative may in its discretion determine in order that such payment can be effected;

provided, however, that the Lead Representative shall not, except as otherwise permitted or required by the Purchase Agreement, (x) effect or agree to an increase in the amount of Securities to be purchased by any Initial Purchaser or (y) adversely modify any rights of any Initial Purchaser to receive fees, commissions or discounts under the Purchase Agreement, in each case without the consent of such Initial Purchaser.

Each Initial Purchaser hereby ratifies all such actions heretofore taken by the Lead Representative in respect of the foregoing (provided that the consent of the Joint Bookrunners has been obtained for any actions for which Section 1(a) would require such consent).

### The Lead Representative [/[INSERT NAME OF RELEVANT BANK]][[7]](#footnote-8) shall have the authority to offer and sell Securities for the account of the Initial Purchasers (in proportion to their respective Placement Percentages). The Lead Representative [/[INSERT NAME OF RELEVANT BANK]] shall advise each Initial Purchaser when the Securities are released for sale and of the amount of Securities sold for the account of such Initial Purchaser at such time. After completion of the Offering, the Lead Representative [/[INSERT NAME OF RELEVANT BANK]] shall provide any Initial Purchaser with such information concerning the allocation of the Securities as it may reasonably request. Securities that are held by the Lead Representative [/[INSERT NAME OF RELEVANT BANK]] for sale for the account of an Initial Purchaser but not sold may at any time, in the Lead Representative’s [/[INSERT NAME OF RELEVANT BANK’s]] discretion, be released to such Initial Purchaser, and Securities so released to such Initial Purchaser shall no longer be deemed held for sale by the Lead Representative [/[INSERT NAME OF RELEVANT BANK]].

# Representations, Warranties and Covenants of the Initial Purchasers.

### Compliance with Law

Each Initial Purchaser represents and agrees that it has complied and will comply with all laws and regulations in each jurisdiction that are applicable to the Offering.

### Compliance with Offering Documents and Purchase Agreement .

Each Initial Purchaser (i) confirms that it has examined the Offering Documents and is familiar with the information contained therein, the terms of the Securities, and the other terms of the Offering, as set forth in the Purchase Agreement and the Offering Documents, and (ii) represents and agrees that it has complied and will comply with all such terms, including, without limitation, all restrictions applicable to the reoffer and resale of the Securities by the Initial Purchasers.

Each Initial Purchaser confirms that (i) the representations and warranties given by it or on its behalf in the Purchase Agreement are accurate and complete when given and (ii) the written information relating to it that has been furnished by it to the Issuer or the Lead Representative specifically for inclusion in the Offering Documents (including, without limitation, information about any material relationship between such Initial Purchaser or any of its affiliates or any of their respective directors, officers or partners and the Issuer or any Guarantor and any affiliates such persons control or that control such persons) is accurate, complete and not misleading in any material respect. Each Initial Purchaser agrees that it will notify the Lead Representative immediately of any development prior to the completion of the Offering that makes any such information inaccurate, incomplete or misleading in any material respect.

### No Public Offering .

Each Initial Purchaser acknowledges and agrees that, except as contemplated in the Purchase Agreement or the Offering Documents, no action has been or will be taken in any jurisdiction by the Issuer or any Initial Purchaser that would permit a public offering of the Securities, or possession or distribution of the Offering Documents or any other offering material, in any country or jurisdiction where action for that purpose is required.

Each Initial Purchaser agrees that it will not directly or indirectly purchase, offer, sell or deliver any Securities or have in its possession or distribute or publish the Offering Documents or any other offering material in or from any country or jurisdiction under circumstances that will impose any registration or filing obligations on any other Initial Purchaser or the Issuer[[8]](#footnote-9).

### No Resales Prior to Release .

Each Initial Purchaser agrees (i) not to sell any Securities prior to the time the Lead Representative *[/[INSERT NAME OF RELEVANT BANK]][[9]](#footnote-10)* releases such Securities for resale to purchasers and (ii) prior to pricing of the Securities, not to engage in any activities related to credit default swaps referencing the Issuer, any Guarantor or any parent company or subsidiary of the Issuer or any Guarantor and involving the Securities.

### Eligible Investors .

Each Initial Purchaser agrees that it will reoffer and resell the Securities only (i) if the Offering contemplates sales into the United States, to persons who it and any person acting on its behalf reasonably believe are “qualified institutional buyers” within the meaning of Rule 144A (“**Rule 144A**”) under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”), in reliance on and compliance with Rule 144A (to whom reoffers and resales may be made using a U.S. broker-dealer affiliated with any such Initial Purchaser), and/or (ii) in offshore transactions in reliance on and in compliance with Regulation S under the Securities Act (“**Regulation S**”), and, for the avoidance of doubt, in each case, only if such reoffers and resales are permitted under the Purchase Agreement and the Offering Documents. If the Offering contemplates resales in reliance on Rule 144A, each Initial Purchaser agrees to deliver to the Lead Representative *[/[INSERT NAME OF RELEVANT BANK]]*, confirmation of any resale of the Securities to be made in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A.

### No General Solicitation or General Advertising; No Directed Selling Efforts .

Each Initial Purchaser represents and agrees that neither it nor any of its affiliates nor any other person acting on its or their behalf (i) has offered or sold or will offer to sell the Securities by means of any general solicitation or general advertising within the meaning of Rule 502(c) under the Securities Act or (ii) has engaged or will engage with respect to the Securities in any directed selling efforts within the meaning of Regulation S.

### Distribution of Offering Documents .

Each Initial Purchaser agrees that it will use its reasonable efforts to (i) deliver the Offering Documents to all persons to whom it distributes any Securities, (ii) keep an accurate record of all persons to whom it delivers copies of any Offering Documents and (iii) when furnished with any subsequent amendment or supplement to any Offering Documents or any memorandum outlining changes therein, promptly deliver copies thereof to all such persons. Delivery pursuant to this Section 2(g) may be made by electronic means.

### No Unauthorised Communications, Representations and Information .

Each Initial Purchaser represents and agrees that, in connection with the Offering, such Initial Purchaser:

#### except as otherwise approved by the Joint Bookrunners, has not made, used, prepared, delivered, distributed, authorised, approved or referred to and will not make, use, prepare, deliver, distribute, authorise, approve or refer to any written communication (as defined under Rule 405 under the Securities Act) other than the Offering Documents, that constitutes an offer to sell or solicitation of an offer to buy the Securities;

#### except as otherwise approved by the Joint Bookrunners, has not made and will not make any representation and has not used and will not use any information other than as contained in the Offering Documents;

#### has not communicated or caused to be communicated and will not communicate or cause to be communicated any invitation or inducement to engage in investment activity within the meaning of the U.K. Financial Services and Markets Act 2000 (“**FSMA**”) received by it in connection with the issue or sale of any Securities, except in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer or any Guarantor[[10]](#footnote-11); and

#### except as otherwise approved by the Lead Representative, will not make, in any jurisdiction, any press or public announcement or public comment which it believes or ought reasonably to believe is likely to be published in the press or elsewhere concerning the Offering until the later of 40 days after commencement of the Offering and completion of the Offering, provided that the foregoing shall not restrict any Initial Purchaser from making any such public announcement as is required by applicable law.

### Non-U.S. Banks and Dealers .

Each Initial Purchaser that is a non-U.S. bank or dealer not registered as a broker-dealer under Section 15 of the U.S. Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), agrees that, while acting as an Initial Purchaser in respect of the Securities and in any event during the term of this Agreement, it will not, directly or indirectly, make use of any U.S. mails or any means or instrumentality of interstate commerce to effect transactions in, or induce or attempt to induce the purchase or sale of, any Securities except for transactions in compliance with Rule 15a-6 under the Exchange Act or as otherwise permitted by Section 15 of the Exchange Act and the rules and regulations thereunder.

# Payment and Delivery; Distribution of Moneys; Expenses; Settlement of Accounts.

### Payment for and Delivery of Securities .

The Lead Representative [/[INSERT NAME OF RELEVANT BANK]][[11]](#footnote-12) shall (i) upon satisfaction (or waiver by the Lead Representative *[/[INSERT NAME OF RELEVANT BANK]]* and with the agreement of the Joint Bookrunners (if and as required by Sections 1(a)(i) and (a)(ii) above)) of the conditions set forth in the Purchase Agreement, arrange for the payment to the Issuer of the purchase price for the Securities in accordance with the Purchase Agreement, (ii) receive (or retain from the purchase price paid pursuant to clause (i)) on behalf of each Initial Purchaser the fee, commission or discount set forth in the Purchase Agreement, (iii) subject to Section 1(b) above, arrange for delivery of the Securities in accordance with the directions of each Initial Purchaser, and (iv) release the Securities in accordance with the final sentence of Section 1(b) above for resale in accordance with the terms of the Purchase Agreement at the initial offering price as soon as practicable after the execution and delivery of the Purchase Agreement, as in the Lead Representative’s [/[INSERT NAME OF RELEVANT BANK’s]] judgment is advisable. At the Lead Representative’s [/[INSERT NAME OF RELEVANT BANK’s]] request, each Initial Purchaser shall pay the Lead Representative [/[INSERT NAME OF RELEVANT BANK]] an amount equal to the applicable purchase price pursuant to the Purchase Agreement for the Securities allotted to such Initial Purchaser, and such payment will be credited to such Initial Purchaser’s account and applied to the payment of the purchase price to the Issuer.

### Transactions Through Euroclear, Clearstream and the Depository Trust Company .

If transactions in the Securities are to be settled through the facilities of Euroclear Bank S.A./N.V., Clearstream Banking S.A. and/or the Depository Trust Company, payment for and delivery of Securities purchased by each Initial Purchaser will be made through such facilities, if such Initial Purchaser is a participant of such facilities, or, if it is not such a participant, settlement may be made through a participant of such facilities, and each Initial Purchaser authorises the Lead Representative [/[INSERT NAME OF RELEVANT BANK]], in the Lead Representative’s [/[INSERT NAME OF RELEVANT BANK]] discretion, to arrange for delivery of any Securities and for payment therefor to and by such Initial Purchaser through such facilities.

### Distribution of Commission .

After payment of the net aggregate purchase price for the Securities to the Issuer and receipt (or retention) of the Initial Purchasers’ fee, commission or discount and other amounts from the Issuer in accordance with the Purchase Agreement, the Lead Representative [/[INSERT NAME OF RELEVANT BANK]] shall, out of the balance of the moneys received by it pursuant to the issue of the Securities in accordance with the Purchase Agreement and after deducting any expenses set forth in Section 3(d) below, distribute among the Initial Purchasers the balance of such moneys [in proportion to their respective Placement Percentages,][[12]](#footnote-13) in accordance with, and subject to, Section 3(e) below.

### Expenses .

The Lead Representative [/[INSERT NAME OF RELEVANT BANK]] may charge the account of each Initial Purchaser with its respective Placement Percentage of any transfer taxes on sales made by the Lead Representative [/[INSERT NAME OF RELEVANT BANK]] of the Securities purchased by the Initial Purchasers under the Purchase Agreement, and all other expenses not reimbursed by the Issuer, including but not limited to legal fees and stabilisation losses (to the extent provided in Section 4 below) incurred by the Lead Representative [/[INSERT NAME OF RELEVANT BANK]] or, at the discretion of the Lead Representative [/[INSERT NAME OF RELEVANT BANK]], any other Initial Purchaser under this Agreement or the Purchase Agreement in connection with the Offering.

Each Initial Purchaser agrees that any offers, sales and deliveries of Securities and distribution of the Offering Documents made by such Initial Purchaser after release of the Securities to such Initial Purchaser in accordance with the final sentence of Section 1(b) above will be made at such Initial Purchaser’s own expense.

### Settlement of Accounts .

The accounts hereunder will be settled as promptly as practicable after the completion of the Offering, as determined by the Lead Representative [/[INSERT NAME OF RELEVANT BANK]], and in any case no later than 90 days[[13]](#footnote-14) [after the date of the closing of the purchase][[14]](#footnote-15) of the Securities by the Initial Purchasers (the “**Closing Date**”), but the Lead Representative [/[INSERT NAME OF RELEVANT BANK]] may reserve such amount as it deems advisable for additional expenses or costs. The Lead Representative’s [/[INSERT NAME OF RELEVANT BANK’s]] determination of the amount to be paid to or by the Initial Purchasers under this Section 3(e) will be conclusive. The Lead Representative [/[INSERT NAME OF RELEVANT BANK]] may at any time make partial distributions of credit balances or call for payment of debit balances. Any of the Initial Purchasers’ funds in the Lead Representative’s [/[INSERT NAME OF RELEVANT BANK]]'s hands may be held with its general funds, without accountability for interest. Notwithstanding any settlement, each Initial Purchaser will remain liable for any taxes on transfers for its account, and for its Placement Percentage of all expenses and liabilities that may be incurred by or for the accounts of the Initial Purchasers.

### Reimbursements by Issuer .

Amounts paid or reimbursed by the Issuer in respect of Initial Purchasers’ expenses will be retained by the Lead Representative [/[INSERT NAME OF RELEVANT BANK]] and distributed to the Initial Purchasers in proportion to the expenses incurred by each Initial Purchaser that such Initial Purchaser is authorised by the Lead Representative [/[INSERT NAME OF RELEVANT BANK]] to incur and that the Issuer is required to reimburse under the Purchase Agreement.

# Stabilisation and Over-Allotment.

### Authorisation to Stabilise .

In order to facilitate the Offering, each Initial Purchaser authorises the Lead Representative [/[INSERT NAME OF RELEVANT BANK]][[15]](#footnote-16) in its discretion (i) to buy and sell Securities and, in consultation with the Joint Bookrunners, any other debt securities of the Issuer that the Lead Representative [/[INSERT NAME OF RELEVANT BANK]] designates, in the open market or otherwise, for long or short account, (ii) to over-allot in arranging for sales of the Securities and to buy Securities for the purpose of covering any such over-allotments, and (iii) otherwise to effect transactions with a view to supporting the market price of the Securities at levels higher than those which might otherwise prevail had such transactions not been effected (collectively, “**Stabilising Transactions**”). Each Initial Purchaser authorises the Lead Representative [/[INSERT NAME OF RELEVANT BANK]] to effect Stabilising Transactions for the account of such Initial Purchaser on such terms and at such prices as the Lead Representative [/[INSERT NAME OF RELEVANT BANK]] deems advisable. The Lead Representative [/[INSERT NAME OF RELEVANT BANK]] (A) shall, to the extent practicable, notify and consult with each Initial Purchaser prior to effecting any Stabilising Transactions that could reasonably be expected to result in losses being incurred for the account of the Initial Purchasers in excess of the full commission or discount due to the Initial Purchasers under the Purchase Agreement and (B) shall in any case promptly notify the Initial Purchasers if such losses have been incurred. No Initial Purchaser shall be relieved of its obligation for any losses so incurred for its account solely because of the Lead Representative’s [/[INSERT NAME OF RELEVANT BANK]]’s failure to provide the notice and/or consultation required by the foregoing sentence. The Lead Representative [/[INSERT NAME OF RELEVANT BANK]] shall complete all Stabilising Transactions no later than 30 days after the Closing Date (or, if earlier, 60 days after the date of the allotment of the Securities), unless the foregoing period is extended with the consent of each Initial Purchaser and in compliance with applicable law.

### Allocation of Gains or Losses .

Any gains or losses incurred by the Lead Representative [/[INSERT NAME OF RELEVANT BANK]] in effecting Stabilising Transactions shall be aggregated and credited or charged by the Lead Representative [/[INSERT NAME OF RELEVANT BANK]] to the account of each Initial Purchaser in proportion to their respective Placement Percentages. Each Initial Purchaser will, at any time as the Lead Representative [/[INSERT NAME OF RELEVANT BANK]] determines, upon demand, take up at cost any securities purchased and deliver any securities sold or over-allotted in Stabilising Transactions for its account pursuant to the authorisation in Section 4(a) above, and, if any Initial Purchaser defaults in its corresponding commitment, the other Initial Purchasers will assume their proportionate share (based on the ratio of its Purchase Commitment to the aggregate Purchase Commitments of all non-defaulting Initial Purchasers) of such commitment without relieving the defaulting Initial Purchaser from liability.

### Undertaking Not to Stabilise .

Each Initial Purchaser (other than the Lead Representative [/[INSERT NAME OF RELEVANT BANK]] in its capacity as such) represents and agrees that it has not effected and will not effect any transactions (whether in the open market or otherwise) with a view to stabilising or maintaining the market price of the Securities at levels other than those which might otherwise prevail.

### Regulatory Inquiries .

The Lead Representative [/[INSERT NAME OF RELEVANT BANK]] shall, to the extent practicable, act as a central point of inquiry for any request from any relevant regulatory authority in relation to stabilisation and shall promptly provide each Initial Purchaser with any information concerning Stabilising Transactions as such Initial Purchaser is required to provide to any relevant regulatory authority.

### Information about Stabilising Transactions .

The Lead Representative [/[INSERT NAME OF RELEVANT BANK]] shall, after the completion of all Stabilising Transactions, provide any Initial Purchaser with such information concerning the Stabilising Transactions as may be reasonably requested by such Initial Purchaser.

### Delegation .

The Lead Representative [/[INSERT NAME OF RELEVANT BANK]] may delegate any of its rights or obligations under this Section 4 to any of its affiliates other than an affiliate constituting a fund in the business of holding securities for its own account. Notwithstanding any such delegation, the Lead Representative [/[INSERT NAME OF RELEVANT BANK]] shall retain its obligations to the other Initial Purchasers hereunder.

# Default by Initial Purchasers.

### A default by any Initial Purchaser hereunder or under the Purchase Agreement will not release any other Initial Purchaser from its obligations or affect such defaulting Initial Purchaser’s liability to any other Initial Purchaser for damages resulting from its own default. If any Initial Purchaser defaults in its obligation to purchase Securities under the Purchase Agreement, the Lead Representative may arrange for the purchase by others, including any non-defaulting Initial Purchaser, of Securities not taken up by the defaulting Initial Purchaser in accordance with the Purchase Agreement. If any Initial Purchaser defaults in its obligation to make any payments under Section 3(d), 4, 7, 8 or 10 hereof, each non-defaulting Initial Purchaser shall be obligated to pay its proportionate share of all such defaulted payments, based on the ratio of its Purchase Commitment to the aggregate Purchase Commitments of all non-defaulting Initial Purchasers, but no such payment shall relieve the defaulting Initial Purchaser from liability for its default.

### [Subject to the provisions in 5(a), in the case that the Lead Representative is a defaulting Initial Purchaser, the non-defaulting Initial Purchasers shall jointly appoint one of the non-defaulting Initial Purchasers designated by the Issuer to act as the new Lead Representative and assume the Lead Representative's rights, duties and obligations under the Agreement, provided that, such appointment shall not relieve the defaulting Lead Representative from liability to the non-defaulting Initial Purchasers for its default. For the avoidance of doubt, the defaulting Lead Representative shall lose all its rights and authority as Lead Representative under this Agreement.]

# Position of the Lead Representative and the Joint Bookrunners; Relationship Between Initial Purchasers.

The Lead Representative and the Joint Bookrunners will be under no liability to any Initial Purchaser for any act or omission except for obligations expressly assumed by the Lead Representative or the Joint Bookrunners herein, and no obligations on the Lead Representative's or the Joint Bookrunners’ part will be implied hereby or inferred here from. The rights and liabilities of the Initial Purchasers hereunder are several and not joint, the representations, warranties and covenants of the Initial Purchasers hereunder are given severally and not jointly, and nothing contained herein shall constitute or be deemed to constitute the Initial Purchasers as partners with each other or (except as expressly provided herein) render any Initial Purchaser liable for the obligations of any other Initial Purchaser. No Initial Purchaser shall be bound in any way by the acts of any other Initial Purchaser in respect of the issue of the Securities except those of the Lead Representative on behalf of the Initial Purchasers pursuant to the provisions of this Agreement or the Purchase Agreement, and no Initial Purchaser shall have any right to contribution or account against any other Initial Purchaser except as expressly provided herein. Each Initial Purchaser shall bear all losses and expenses incurred by it and be entitled to retain all profits earned by it in connection with the Purchase Agreement except as otherwise expressly provided herein. If for U.S. federal income tax purposes the Initial Purchasers shall be deemed to constitute a partnership, each Initial Purchaser elects to be excluded from the application of Subchapter K, Chapter 1, Subtitle A, of the U.S. Internal Revenue Code, as amended.

# Indemnification.

Each Initial Purchaser (each, an “**Indemnifying Initial Purchaser**”) will indemnify and hold harmless each other Initial Purchaser, its affiliates, their respective officers, directors, employees, representatives and agents, and each person, if any, who controls any such Initial Purchaser within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act (each, an “**Indemnified Party**”) to the extent and upon the terms upon which such Indemnifying Initial Purchaser agrees to indemnify and hold harmless any of the Issuer, any Guarantor, any person controlling the Issuer or any Guarantor, and their respective directors and officers, in each case as set forth in the Purchase Agreement. The Indemnifying Initial Purchaser will also indemnify and hold harmless each Indemnified Party from and against any and all losses, claims, damages, liabilities, costs and expenses (including fees and expenses of legal advisers) arising out of or in connection with any breach by the Indemnifying Initial Purchaser of any of the provisions of this Agreement or the Purchase Agreement (including, without limitation, the representations, warranties and covenants in Section 2(b) above), and any litigation, investigation, proceeding, claim or other action which is asserted, threatened, or instituted by any party, including any governmental or regulatory body (collectively, “**Actions**”) relating to any matter covered by this Section 7. The Indemnifying Initial Purchaser will also reimburse each Indemnified Party upon demand for all expenses, including fees and expenses of legal advisers, as they are incurred, in connection with investigating, preparing for or defending any matter covered by this Section 7.

# Contribution.

Each Initial Purchaser will pay, as contribution, its Placement Percentage of any losses, claims, damages, liabilities and, except as limited by the next sentence, costs and expenses (collectively, “**Losses**”), joint or several, paid or incurred by any Initial Purchaser to any person other than an Initial Purchaser, in connection with the Offering (including, without limitation, Losses arising out of or based upon any untrue statement or alleged untrue statement of any material fact contained in any of the Offering Documents, or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading (other than an untrue statement or alleged untrue statement or omission or alleged omission to the extent made in reliance upon and in conformity with written information furnished by the Initial Purchaser seeking contribution expressly for use therein)) and any Action relating to any of the foregoing. Each Initial Purchaser will also pay its Placement Percentage of any legal or other expenses, including fees and expenses of legal advisers (to the extent such payment of fees and expenses of legal advisers is required under Section 10 below), as they are incurred, which are reasonably incurred by the Initial Purchaser seeking contribution in connection with investigating or defending any such Loss or any Action in respect thereof. No Initial Purchaser shall be entitled to contribution in respect of any such Losses or Actions arising out of or in connection with (i) any Action by a regulatory or supervisory body by which such Initial Purchaser is authorised or regulated, in respect of a breach of the rules or regulations of that body by such Initial Purchaser or (ii) any breach by such Initial Purchaser of any of the provisions of this Agreement or the Purchase Agreement. In determining the amount of any Initial Purchaser’s obligation under this Section 8, appropriate adjustment may be made by the Lead Representative to reflect any amounts received by any Initial Purchaser in respect of such Loss from the Issuer or any other person (other than an Initial Purchaser) pursuant to the Purchase Agreement or otherwise. There shall be credited against any amount paid or payable by any Initial Purchaser pursuant to this Section 8 any Loss that is incurred by such Initial Purchaser as a result of any such Action, and if such Loss is incurred by such Initial Purchaser subsequent to any payment by it pursuant to this Section 8, appropriate provision shall be made to effect such credit, by refund or otherwise. In determining amounts payable pursuant to this Section 8, any Loss incurred by any person who controls an Initial Purchaser within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act that has been incurred by reason of such control relationship shall be deemed to have been incurred by that Initial Purchaser. Whenever an Initial Purchaser receives notice of any Action to which the provisions of this Section 8 would be applicable, such Initial Purchaser will give prompt notice thereof to each of the other Initial Purchasers. No Initial Purchaser shall be entitled to contribution from any other Initial Purchaser pursuant to this Section 8 for any Loss arising out of or in connection with a settlement or compromise of, or consent to the entry of judgment with respect to any Action, unless such settlement, compromise or consent is in accordance with Section 9 below. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. None of the foregoing provisions of this Section 8 will relieve any defaulting or breaching Initial Purchaser from liability for its default or breach.

# Settlement of Actions.

Neither the Lead Representative nor any other Initial Purchaser party to this Agreement may settle or agree to settle any Action related to or arising out of the Offering, unless the Lead Representative, together with such other Initial Purchasers as represent a majority of the Placement Percentage of the Initial Purchasers as a whole (including the Lead Representative’s interest), approve the settlement of such Action, in which case the Lead Representative is authorised to settle for all Initial Purchasers, provided, however, that the settlement agreement results in the settlement of the Action against all Initial Purchasers raised by the plaintiffs party thereto.

# Retention of Legal Advisers.

Except as provided for in Section 7 above, where any Action related to or arising out of the Offering is brought against any of the Initial Purchasers, the Joint Bookrunners shall retain legal advisers reasonably satisfactory to all of them to represent the person against whom such Action is brought and each Initial Purchaser shall pay its Placement Percentage of the fees and expenses of such legal advisers related to such Action. Except as provided for in Section 7 above, in any such Action, any Initial Purchaser shall have the right to retain its own legal advisers, but the fees and expenses of such legal advisers shall be the liability of such Initial Purchaser unless any of the following circumstances occur in which case they shall be the liability of all of the Initial Purchasers on the basis of their respective Placement Percentages:

#### the Joint Bookrunners have failed within a reasonable time to agree on the legal advisers to be retained; or

#### counsel selected by the Joint Bookrunners determines that representation of all Initial Purchasers by the same legal advisers would be inappropriate due to actual or potential differing interests between them.

# Actions in Respect of the Purchase Agreement.

If any Initial Purchaser wishes to terminate its obligation to purchase Securities under the Purchase Agreement or waive compliance with any of the conditions therein, in each case as permitted by the terms thereof, it shall consult with the Lead Representative who shall, to the extent it considers reasonably practicable, consult with the other Initial Purchasers. The Lead Representative may in any event, on behalf of the Initial Purchasers and with the agreement of the Joint Bookrunners (if and as required by Sections 1(a)(i) and (a)(ii) above), give notice to the Issuer and the Guarantors, if any, of termination of the Purchase Agreement or waiver of compliance with any of the conditions therein in accordance with the terms thereof and shall not be responsible to any Initial Purchaser for any consequences resulting from such notice. No Initial Purchaser other than the Lead Representative may give any such notice, and the Lead Representative is not required to give, or not to give, such notice.

# Termination.

If the Purchase Agreement is terminated prior to the Closing Date as permitted by its terms, this Agreement will terminate upon the date of such termination of the Purchase Agreement.

Upon termination of this Agreement, Sections 3(d), 5, 6, 7, 8, 9, 10, 13, 14, 15, 18, 19, 20 and 21 hereof shall survive.

# Notices.

Any notice or, unless otherwise agreed, approval under this Agreement shall be deemed to have been given if mailed, hand-delivered, or sent by telecopier or electronic transmission or other communication in writing, or telephoned and subsequently confirmed in writing, to the relevant address set forth in the Purchase Agreement or in Annex A to this Agreement. Any such notice shall take effect upon receipt thereof.

# No Third Party Rights.

A person that is not a party to this Agreement has no rights including, without limitation, under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, except as expressly set forth in Section 7 above. The parties to this Agreement do not require the consent of any person not a party to this Agreement to rescind or vary this Agreement at any time.

# Applicable Law; Jurisdiction.

This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by English law.

The courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) or the consequences of its nullity.

# Counterparts; Electronic Signatures.

This Agreement may be signed in various counterparts, which together shall constitute one and the same instrument. Any signature to this Agreement delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the UK's Electronic Communications Act 2000 and Companies Act 2006 or other transmission method will be deemed an original signature for the purposes of this Agreement and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement.

# Headings.

The headings herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

# Transfers to EU Affiliates

This Agreement may not be amended or modified except by a writing executed by each of the parties hereto, save that each Initial Purchaser (whether it is an original party to this Agreement or a party to whom this Agreement has been previously transferred pursuant to this paragraph) shall be entitled to assign or transfer all of its rights or obligations under this Agreement to any affiliate registered in the European Union or which is also carrying on EU-regulated services (in each case, the “EU Affiliate”) by notice in writing, and from the date of such transfer, references to such Initial Purchaser shall be read as references to such EU Affiliate. Upon completion of such assignment or transfer of all rights and obligations under this Agreement, each transferor pursuant to this Section 18 shall be released from its obligations under this letter agreement.

# Acknowledgement and Consent to Bail-In of EEA Financial Institutions.

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements or understanding between the Initial Purchasers, each of the Initial Purchasers acknowledges and accepts that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

### the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of an Initial Purchaser to each other Initial Purchaser under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

#### the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;

#### the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the relevant Initial Purchaser or another person (and the issue to or conferral on the other Initial Purchasers of such shares, securities or obligations);

#### the cancellation of the BRRD Liability;

#### the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period;

### the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

For the purposes of this Section 19:

“**Bail-in Legislation**” means in relation to any member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time.

“**Bail-in Powers**” means any write-down and conversion powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation.

“**BRRD**” means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

“**EU Bail-in Legislation Schedule**” means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at http://www.lma.eu.com/pages.aspx?p=499.

“**BRRD Liability**” means a liability in respect of which the relevant write-down and conversion powers in the applicable Bail-in Legislation may be exercised.

“**Relevant Resolution Authority**” means the resolution authority with the ability to exercise any Bail-in Powers in relation to any Initial Purchaser.

# Recognition of U.K. Bail-in Powers.

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements or understanding among the Initial Purchasers, each Initial Purchaser acknowledges and accepts that a U.K. Bail-in Liability arising under this Agreement may be subject to the exercise of U.K. Bail-in Powers by the relevant U.K. resolution authority, and acknowledges, accepts and agrees to be bound by:

### the effect of the exercise of U.K. Bail-in Powers by the relevant U.K. resolution authority in relation to any U.K. Bail-in Liability of any Initial Purchaser to one or more other Initial Purchasers under this Agreement, which (without limitation) may include and result in any of the following, or some combination thereof:

#### the reduction of all, or a portion, of the U.K. Bail-in Liability or outstanding amounts due thereon;

#### the conversion of all, or a portion, of the U.K. Bail-in Liability into shares, other securities or other obligations of such Initial Purchaser or another person, and the issue to or conferral on one or more of the other Initial Purchasers of such shares, securities or obligations;

#### the cancellation of the U.K. Bail-in Liability; and

#### the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period;

### the variation of the terms of this Agreement, as deemed necessary by the relevant UK resolution authority, to give effect to the exercise of U.K. Bail-in Powers by the relevant U.K. resolution authority.

For the purposes of this Section 20:

“**U.K. Bail-in Legislation**” means Part I of the U.K. Banking Act 2009 and any other law or regulation applicable in the U.K. relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

“**U.K. Bail-in Liability**” means a liability in respect of which the U.K. Bail-in Powers may be exercised.

“**U.K.** **Bail-in Powers**” means the powers under the U.K. Bail-in Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or affiliate of a bank or investment firm, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability.

# Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Initial Purchaser that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Initial Purchaser of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Initial Purchaser that is a Covered Entity or a BHC Act Affiliate of such Initial Purchaser, becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Initial Purchaser are permitted to be exercised to no greater extent than such Default Rights that could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

For purposes of this Section 21:

“**BHC Act Affiliate**” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

“**Covered Entity**” means any of the following:

(i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“**U.S. Special Resolution Regime**” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed as of the date first written above.

**[NAME OF LEAD REPRESENTATIVE]**

as the Lead Representative and

as a Joint Bookrunner and

as an Initial Purchaser

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

**[NAME OF JOINT BOOKRUNNER]**

as a Joint Bookrunner and

as an Initial Purchaser

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

**[NAME OF INITIAL PURCHASER]**

as an Initial Purchaser

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

**[NAME OF INITIAL PURCHASER]**

as an Initial Purchaser

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

**ANNEX A**

**ADDRESS FOR NOTICES**

**[NAME OF LEAD REPRESENTATIVE]**

Attention:

Mailing address:

Telephone:

Telecopier:

E-mail:

**[NAME OF JOINT BOOKRUNNER]**

Attention:

Mailing address:

Telephone:

Telecopier:

E-mail:

**[NAME OF INITIAL PURCHASER]**

Attention:

Mailing address:

Telephone:

Telecopier:

E-mail:

**[NAME OF INITIAL PURCHASER]**

Attention:

Mailing address:

Telephone:

Telecopier:

E-mail:

1. Note: Please be advised that this Standard Form will require careful modification in the case of a two-Initial Purchaser offering. [↑](#footnote-ref-2)
2. Note: The New York Law Version of this Standard Form is available on the AFME website. [↑](#footnote-ref-3)
3. Please note that this AAIP is intended to depart from ICMA's recommendations concerning stabilisation losses. Under the ICMA Standard Form Agreement Among Managers, it is not the intention to charge stabilisation losses to the managers, other than to the lead managers/joint bookrunners. In contrast, the AFME HY Guidelines recommends that stabilisation losses and profits should be attributed pro rata to each manager's underwriting commitment or placement percentage. [↑](#footnote-ref-4)
4. The parties may consider, in certain circumstances, the appropriateness of this requirement, or provide for an alternative formulation depending on the transaction structure and participating parties (for example, transactions where the large number of bookrunners might make this unfeasible). In any case, if this language is deleted, the words “, in each case, with notice to be given to the other Initial Purchasers in advance”, should be added at the end of this clause. [↑](#footnote-ref-5)
5. Clauses 1(a)(i) and 1(a)(ii) should be consistent with respect to the requirement for agreement of the Joint Bookrunners. See footnote 4 for language to be inserted if the agreement of the Joint Bookrunners is not included. [↑](#footnote-ref-6)
6. Please note that this AAIP will not function as a Power of Attorney for the Lead Representative(s) to execute the Purchase Agreement or other contractual documents on behalf of the other Initial Purchasers. “Therefore, it is not the intention that Clause 1(a)(i)(C) and Clause 1(a)(ii)(B) (which restrict the power of the Lead Representative to execute the Purchase Agreement on behalf of the other Initial Purchasers or other agreements for which a power of attorney is required to be given by an initial purchaser) should ever be deleted. It is also not sufficient to add an affirmative statement/clause elsewhere in this AAIP that the Lead Representative(s) will execute the Purchase Agreement (or other contractual documents) on behalf of the other Initial Purchasers, in order to try and achieve a Power of Attorney in that manner. Please note that granting a Power of Attorney to another bank to execute contractual documents on its behalf is a task which is dependent upon the constitutional documents of each bank granting the POA and requirements vary by jurisdiction. Granting Powers of Attorney to the lead bank is commonly undertaken in the EMEA investment grade (English law) DCM market but is presently not market practice in the EMEA HY market (whether NY law or English law).  [↑](#footnote-ref-7)
7. Where the Agreement provides for more than one Lead representative, reference should be made here to the name of the specific bank that is handling billing, delivery, allocations and stabilisation. [↑](#footnote-ref-8)
8. Except in the event that a publ**i**c offering is anticipated and the **appropriate and necessary** filing and **registration** has been approved by the **relevant** Joint Book Runner**, with the prior approval of and on behalf of the Initial Purchasers,** and the Issuer. [↑](#footnote-ref-9)
9. See footnote 7. [↑](#footnote-ref-10)
10. Please open this [link](http://www.legislation.gov.uk/ukpga/2000/8/section/21/enacted) to view the provisions of FSMA Section 21.

    [↑](#footnote-ref-11)
11. See footnote 7. [↑](#footnote-ref-12)
12. Replace with alternative fee arrangements if applicable. [↑](#footnote-ref-13)
13. Initial Purchasers that are U.S. registered Broker-Dealers or otherwise subject to regulation by FINRA should take note of the recent changes to FINRA Rule 11880 which has established, effective 1 January 2023, a two-stage syndicate account settlement process whereby the syndicate manager is required to remit to each syndicate member at least 70 percent of the gross amount due to such syndicate member within 30 days following the syndicate settlement date, with any final balance due remitted within 90 days following the syndicate settlement date. As such, Initial Purchasers that are subject to such rules may want to amend the 90-day settlement period accordingly. [↑](#footnote-ref-14)
14. For transactions which close into escrow on a “no deal, no fee” basis, the bracketed language should be rephrased as “after the date of the release of the gross proceeds from escrow (the “**Completion Date**”, with such date of issuance of the Notes being referred to as the “**Closing Date**”). [↑](#footnote-ref-15)
15. See footnote 7. [↑](#footnote-ref-16)